



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Monday, March 2, 2020
6:00PM**

- I. Planning and Public Works Committee** – Chairperson Mary Ann Mastorakos, Ward II
- A. Bill No. 3288 - P.Z. 01-2020 City of Chesterfield (Unified Development Code-Article 3):** An ordinance amending Article 3 of the Unified Development Code to amend the Zoning Districts and Regulations and the Use Table for Residential Districts of the Unified Development Code {P.Z. 01-2020 City Of Chesterfield (Unified Development Code-Article 3)}.**(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**
- B. Bill No. 3289 - P.Z. 16-2019 1420 Schoettler Rd. & 15000 South Outer Forty Rd.** An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of the “NU” Non-Urban District to the “E-1/2 AC” Estate District for two tracts of land totaling 6.00 acres located on the east side of Schoettler Road, north of its intersection with Grantley Drive. (P.Z. 16-2019 1420 Schoettler Road & 15000 South Outer Forty Road {Prosser & Pfeifer} 19S640262 & 19R430165). **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**
- C. Next Meeting – March 19, 2020 (5:30pm)**
- II. Finance and Administration Committee** – Chairperson Michael Moore, Ward III
- III. Parks, Recreation and Arts Committee** – Chairperson Tom DeCampi, Ward IV
- IV. Public Health and Safety Committee** – Chairperson Mary Monachella, Ward I
- V. Report from the City Administrator & Other Items Requiring Action by City Council** – Mike Geisel
- A. Resolution No. 458 - Brandywine Neighborhood Improvement District**
A resolution establishing the Brandywine Neighborhood Improvement District in the City of Chesterfield, accepting the plans and specifications

and ordering preparation of a proposed assessment roll, calling a public hearing to consider the proposed improvements and proposed assessments, and directing the City Clerk to give notice of such hearing for the Brandywine Neighborhood Improvement District. **(Roll Call Vote) Department of Public Works recommends approval**

B. Bid Recommendation - 2020 Selective Slab Replacement, Project A

Recommendation that the City Administrator be authorized to enter into an Agreement with Amcon Municipal Concrete in an amount not to exceed \$1,100,000. Please note that the recommended allocation for Project A and Project B in aggregate is \$2,200,000, which is slightly below the 2020 Budget of \$2,230,000. **(Roll Call Vote) Department of Public Works recommends approval.**

C. Bid Recommendation - 2020 Selective Slab Replacement, Project B

Recommendation that the City Administrator be authorized to enter into an Agreement with J. M. Marschuetz Construction Co. in an amount not to exceed \$1,100,000. Please note that the recommended allocation for Project A and Project B in aggregate is \$2,200,000, which is slightly below the 2020 Budget of \$2,230,000. **(Roll Call Vote) Department of Public Works recommends approval.**

D. Bid Recommendation - 2019 Accessible Sidewalk Ramp Improvement Project

Recommendation to accept the low bid, as submitted by Sweetens Concrete, in the amount of \$34,415, with a funding authorization in an amount not to exceed \$41,900. This will allow construction of the Base Bid, all alternates, and a contingency should change orders become necessary. This entire project will be funded through the CDBG Program, and there will be no cost to the City of Chesterfield. **(Roll Call Vote) Department of Public Works recommends approval.**

E. Bid Recommendation - 2020 Pyrotechnic Display

Recommendation to accept the proposal as submitted by J.M. Display, with three-year pricing for the annual Independence Day fireworks display. J.M. Display was the sole bidder on the project and has contracted with the City in prior years for this display. The 2020 budget provides \$55,000 for this contractual service. **(Roll Call Vote) Department of Parks, Recreation and Arts recommends approval.**

F. Liquor License Request (Voice Vote)

- **Pinspiration**

VI. Other Legislation

A. Bill No. 3290 - Chesterfield Outlets (The District) Vacation of Parking and Access Easement

An ordinance partially vacating a parking and access easement over and across Adjusted Lot 1 of the Boundary Adjustment Plat as recorded in Plat Book 360, Pages 137 And 138 of the St. Louis County Records, located in the City of Chesterfield, St. Louis County,

Missouri. **(First & Second Readings) Department of Planning recommends approval.**

B. Bill No. 3291 - Chesterfield Outlets (The District) Vacation of Drainage Easement An ordinance partially vacating a drainage easement over and across Adjusted Lot 1 of the Boundary Adjustment Plat as recorded in Plat Book 360, Pages 137 and 138 of the St. Louis County Records, located in the City of Chesterfield, St. Louis County, Missouri. **(First & Second Readings) Department of Planning recommends approval.**

C. Bill No. 3292 - Spirit Valley Business Park (Neff Power) Vacation of Drainage Easement An ordinance vacating a drainage easement on Adjusted Lot 1B, of Lot Split of Lot 1 of Spirit Valley Business Park as recorded in Plat Book 361, Page 230 of the St. Louis County Records, and a drainage easement on Lot 2 of Spirit Valley Business Park as recorded in Plat Book 356, Page 177 of the St. Louis County Records, located in the City of Chesterfield, St. Louis County, Missouri. **(First & Second Readings) Department of Planning recommends approval.**

D. Bill No. 3293 - Spirit Valley Business Park, Lots 1A, 1B, and 2 Boundary Adjustment Plat An ordinance providing for the approval of a Boundary Adjustment Plat for the consolidation of three parcels totaling 4.3 acres, with all parcels zoned "PI" Planned Industrial District (17W420123, 17W420112, & 17W420079). **(First & Second Readings) Department of Planning recommends approval.**

VII. New Business – Mayor Bob Nation

VIII. Adjourn –

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

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



AGENDA
CHESTERFIELD CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Monday, March 2, 2020
7:00PM

- I. CALL TO ORDER** – Mayor Bob Nation
- II. PLEDGE OF ALLEGIANCE** – Mayor Bob Nation
- III. MOMENT OF SILENT PRAYER** – Mayor Bob Nation
- IV. ROLL CALL** – City Clerk Vickie McGownd
- V. APPROVAL OF MINUTES** – Mayor Bob Nation
 - A. City Council Meeting Minutes** – February 19, 2020
 - B. Executive Session Minutes** – February 19, 2020
 - C. Special City Council Meeting Minutes** – February 19, 2020
- VI. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation
- VII. INTRODUCTORY REMARKS** – Mayor Bob Nation
 - A. Thursday, March 5, 2020 – Planning and Public Works (5:30 pm)**
CANCELLED
 - B. Monday, March 9, 2020 – Planning Commission (7pm)**
 - C. Monday, March 16, 2020 – Next City Council Meeting (7pm)**
- VIII. APPOINTMENTS** – Mayor Bob Nation

IX. COUNCIL COMMITTEE REPORTS

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

- 1. Bill No. 3288 - P.Z. 01-2020 City of Chesterfield (Unified Development Code-Article 3):** An ordinance amending Article 3 of the Unified Development Code to amend the Zoning Districts and Regulations and the Use Table for Residential Districts of the Unified Development Code {P.Z. 01-2020 City Of Chesterfield (Unified Development Code-Article 3)}.**(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**
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3. Next Meeting – March 19, 2020 5:30pm)

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

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

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

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

A. Resolution No. 458 - Brandywine Neighborhood Improvement District

A resolution establishing the Brandywine Neighborhood Improvement District in the City of Chesterfield, accepting the plans and specifications and ordering preparation of a proposed assessment roll, calling a public hearing to consider the proposed improvements and proposed assessments, and directing the City Clerk to give notice of such hearing for the Brandywine Neighborhood Improvement District. **(Roll Call Vote) Department of Public Works recommends approval**

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Recommendation that the City Administrator be authorized to enter into an Agreement with Amcon Municipal Concrete in an amount not to exceed \$1,100,000. Please note that the recommended allocation for Project A and Project B in aggregate is \$2,200,000, which is slightly below the 2020 Budget of \$2,230,000. **(Roll Call Vote) Department of Public Works recommends approval.**

- C. Bid Recommendation - 2020 Selective Slab Replacement, Project B** Recommendation that the City Administrator be authorized to enter into an Agreement with J. M. Marschuetz Construction Co. in an amount not to exceed \$1,100,000. Please note that the recommended allocation for Project A and Project B in aggregate is \$2,200,000, which is slightly below the 2020 Budget of \$2,230,000. **(Roll Call Vote) Department of Public Works recommends approval.**
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XI. OTHER LEGISLATION

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XII. UNFINISHED BUSINESS – Mayor Bob Nation

XIII. NEW BUSINESS – Mayor Bob Nation

XIV. ADJOURNMENT

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RECORD OF PROCEEDING

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

FEBRUARY 19, 2020

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

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

A roll call was taken with the following results:

PRESENT

ABSENT

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

APPROVAL OF MINUTES

The minutes of the February 3, 2020 City Council meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Ohley, to approve the February 3, 2020 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the February 3, 2020 Executive Session were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Ohley, to approve the February 3, 2020 Executive Session minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

COMMUNICATIONS AND PETITIONS

Mr. Ron Cawood, 16992 Riverdale Drive, spoke about transparency and fiscal responsibility.

Mr. Casey Urkevich, 1610 Des Peres Road, St. Louis, stated that he was available to answer questions about the requested time extension for 150 N. Eatherton Road (P.Z. 12-2016).

Mr. Dennis Ganahl, 15979 Woodlet Way Court, spoke in opposition to the City Administrator's compensation increase.

Ms. Susan Piazza introduced herself as the contract manager for Republic Services.

Mr. Ted Read, 14414 Quiet Meadow, spoke as a Council candidate for Ward II and expressed his pledge to oppose any new tax or tax subsidy.

Mr. Rob Kilo, 16734 Benton Taylor Drive, asked questions about anonymous reporting of complaints and expressed his support.

Ms. Mary Brown, 62 Chesterfield Lakes Road, spoke in support of the City Administrator's compensation increase.

Ms. Wendy Geckeler, 26 Chesterfield Lakes Road, spoke in support of the City Administrator's compensation increase.

INTRODUCTORY REMARKS

Mayor Nation announced that the next meeting of City Council is scheduled for Monday, March 2, at 7 p.m.

APPOINTMENTS

There were no appointments.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning/Public Works Committee

Bill No. 3284	Amends Section 300, Schedule IX of the Model Traffic Ordinances of the City of Chesterfield by removing the parking restriction on
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Deerhorn Drive **(Second Reading) Planning & Public Works**
Committee recommends approval

Councilmember Mary Ann Mastorakos, Chairperson of the Planning/Public Works Committee, made a motion, seconded by Councilmember Moore, for the second reading of Bill No. 3284. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3284 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3284 with the following results: Ayes – Ohley, Hurt, McGuinness, Monachella, DeCampi, Moore, Keathley and Mastorakos. Nays – None. Whereupon Mayor Nation declared Bill No. 3284 approved, passed it and it became **ORDINANCE NO. 3090**.

Bill No. 3285 Amends the Unified Development Code of the City of Chesterfield by changing the boundaries of an “M3” Planned Industrial District to a “PC” Planned Commercial District for a 15.9 acre tract of land at 18301 and 18357 Chesterfield Airport Road, located northwest of the intersection of Chesterfield Airport Road and Spirit of St. Louis Boulevard. (P.Z. 09-2019 18301 & 18357 Chesterfield Airport Road {Nasrallah Global RE Services} 17V430035 and 17W620301) **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval**

Councilmember Mastorakos made a motion, seconded by Councilmember Monachella, for the second reading of Bill No. 3285. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3285 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3285 with the following results: Ayes – DeCampi, Monachella, Ohley, Mastorakos, McGuinness, Keathley, Hurt and Moore. Nays – None. Whereupon Mayor Nation declared Bill No. 3285 approved, passed it and it became **ORDINANCE NO. 3091**.

Bill No. 3286 Amends the Unified Development Code of the City of Chesterfield by changing the boundaries of the “FPNU” Flood Plain Non-Urban District to the “AG” Agricultural District for an 82.71 acre tract of land located on the north side of North Outer 40 Road [P.Z. 17-2019 Koester Acres (FPNU to AG) 17U540036, 16U210024] **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval**

Councilmember Mastorakos made a motion, seconded by Councilmember Moore, for the second reading of Bill No. 3286. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3286 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3286 with the following results: Ayes – Keathley, Monachella, Hurt, DeCampi, Mastorakos, McGuinness, Moore and Ohley. Nays – None. Whereupon Mayor Nation declared Bill No. 3286 approved, passed it and it became **ORDINANCE NO. 3092**.

Councilmember Mastorakos made a motion, seconded by Councilmember Moore, to approve an eighteen (18) month time extension for submittal of a Site Development Concept Plan or Site Development Plan for 150 N. Eatherton Road (P.Z. 12-2016 Time Extension Request). A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Mastorakos announced that the next meeting of this Committee is scheduled for Thursday, February 20, at 5:30 p.m.

Finance and Administration Committee

Bill No. 3287 Sets the 2020 salary for the City Administrator **(Second Reading)**

Councilmember Michael Moore, Chairperson of the Finance and Administration Committee, gave a brief statistical presentation on the City Administrator's comparative compensation to peer communities. The presentation addressed inaccurate compensation data provided for review at the February 3, 2020 City Council meeting.

Councilmember Moore made a motion, seconded by Councilmember Mastorakos, for the second reading of Bill No. 3287.

Councilmember DeCampi made a motion, seconded by Councilmember Keathley, to amend the bill by directing a 2.5% contribution to the City Administrator's retirement plan in lieu of the proposed increase in base compensation. After a lengthy discussion, a roll call vote was taken with the following results: Ayes – DeCampi, Keathley and Ohley. Nays – Moore, Monachella, Mastorakos, Hurt and McGuinness. Whereupon the motion to amend was declared failed.

A voice vote was taken on the main motion for the second reading of Bill No. 3287 with a unanimous affirmative result and the motion was declared passed. Bill No. 3287 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3287 with the following results: Ayes – Mastorakos, Moore, McGuinness, Monachella and Hurt. Nays – Ohley, DeCampi and Keathley. Whereupon Mayor Nation declared Bill No. 3287 approved, passed it and it became **ORDINANCE NO. 3093**.

Parks, Recreation & Arts Committee

Councilmember Tom DeCampi, Chairperson of the Parks, Recreation and Arts Committee, announced that this Committee met immediately prior to the Council meeting and actions from that meeting would be addressed at the next City Council meeting.

Public Health & Safety Committee

Councilmember Mary Monachella, Chairperson of the Public Health & Safety Committee, indicated that she had no report this evening.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel reported that Staff is seeking to purchase a brush chipper. Based upon review of information provided by Director of Public Works/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending authorization for the City Administrator to approve a purchase order to Vermeer Midwest in the amount of \$45,650 (net with trade-in) for the purchase of a brush chipper. Councilmember Moore made a motion, seconded by Councilmember Monachella, to approve this recommendation. A roll call vote was taken with the following results: Ayes – DeCampi, Hurt, Moore, McGuinness, Keathley, Ohley, Mastorakos and Monachella. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel reported that Staff has solicited proposals and fee schedules for construction testing and inspection services required as part of the 2020 capital improvement projects. Based upon review of information provided by Director of Public Works/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending authorization for the City Administrator to execute an Agreement with Geotechnology Incorporated for construction testing and inspection services related to the City's 2020 Capital Construction Program in an amount not to exceed \$105,000 from the Capital Projects Fund. Councilmember Moore made a motion, seconded by Councilmember Monachella, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Mastorakos, Ohley, Monachella, McGuinness, Moore, Keathley, DeCampi and Hurt. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel reported that Hampton Inn – Chesterfield, 16201 Swingley Ridge Road, has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, packaged and Sunday sales. Mr. Geisel reported that, per City policy, this application has been reviewed and is now recommended for approval by both the Police Department and Planning & Development Services. Councilmember Moore made a motion, seconded by Councilmember Monachella, to approve issuance of a new liquor license to Hampton Inn – Chesterfield. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mr. Geisel next reported that St. Louis Wine Market, 161 Long Road (relocating from 164 Chesterfield Commons East), has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, packaged and Sunday sales. Mr. Geisel reported that, per City policy, this application has been reviewed and is now recommended for approval by both the Police Department and Planning & Development Services. Councilmember Moore made a motion, seconded by Councilmember Monachella, to approve issuance of a new liquor license to St. Louis Wine Market. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

OTHER LEGISLATION

There were no items under Other Legislation.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

There was no new business.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 8:35 p.m.

Mayor Bob Nation

ATTEST:

Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____



RECORD OF PROCEEDING

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

FEBRUARY 19, 2020

The meeting was called to order at 5:31 p.m.

A roll call was taken with the following results:

PRESENT

ABSENT

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

APPEAL HEARING

Mayor Nation announced that the purpose of this meeting is to consider an appeal of City Code Sections 31-02-12.A.5 and A.6 by Travelers Casualty and Surety Company of America (Travelers).

Councilmember Hurt made a motion, seconded by Councilmember Ohley, to authorize City Attorney Chris Graville to serve as Hearing Officer for this special appeal. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

City Attorney Graville outlined the procedure to this special City Council meeting as follows:

- City Staff shall have ten minutes for presentation of evidence.
- Any member of City Staff shall be sworn in by the City Attorney prior to speaking.
- At the conclusion of the City's presentation, Travelers shall have the opportunity to ask questions of any City presenters or witnesses.
- Mayor and Council shall then have the opportunity to ask questions of City presenters.
- There are no time limits for questions. If necessary, the hearing will be continued to an additional date if it exceeds the allotted time of one hour.
- Travelers shall then have ten minutes for presentation of evidence and argument.
- Any member of the Travelers team shall be sworn in by the City Attorney prior to speaking.
- At the conclusion of the Travelers presentation, City Staff shall have the opportunity to ask questions.
- Mayor and Council shall then have the opportunity to ask questions of the Travelers presenters.
- There are no time limits for questions. If necessary, the hearing will be continued to an additional date if it exceeds the allotted time of one hour.
- Upon conclusion of questioning by Travelers, the City Attorney will call for anyone in the audience wishing to speak, and they will be sworn in.
- Travelers will have the opportunity to ask questions of each speaker, followed by City Staff and then Mayor and Council.
- Travelers shall then have three minutes to present any rebuttal evidence or argument.
- City Staff, and then Mayor and Council, shall have the opportunity to ask questions related exclusively to Travelers' rebuttal evidence or argument. There are no time limits for questions under this section.
- Once the Mayor declares the hearing closed, no further information shall be received except for specific questions directed by City Staff or by the Mayor.
- Any questions by the Mayor and City Council shall be provided to Travelers concurrently, except that if any response to any such questions require the introduction of additional evidence, all parties shall be afforded the opportunity to offer rebuttal evidence.
- Council may deliberate tonight or they may delay deliberations by closing the record and continuing the hearing in Executive Session for a date and time in the future.
- Council may affirm, modify or reverse the decision of City Staff in applying the City's Code to Travelers Casualty and Surety Company of America.
- After deliberations, the City will issue findings of facts and conclusions of law. Travelers may submit proposed findings of facts and conclusions of law for consideration by the Council.

Councilmember Ohley made a motion, seconded by Councilmember Moore, to adopt the procedures for the special meeting stated by City Attorney Graville. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

STAFF PRESENTATION AND QUESTIONS

Director of Planning Justin Wyse was sworn in by City Attorney Graville. Mr. Wyse distributed an Exhibit List with back up documentation (Exhibit 1 attached). Travelers representatives reviewed the Exhibit List and had no objection to it being part of the record.

Mr. Wyse presented the case of City Staff and summarized the documentation provided in Exhibit 1. He explained that Ordinance No. 2924 was adopted December 5, 2016 and it modified the requirements and standards for the section of Code relating to improvements installed or guaranteed. Specifically, section 31-02-12.A.5 was added to the City Code which states: “The City shall not permit or accept the posting of any bond issued or proposed to be issued by a surety or an affiliate of a surety which has, in the preceding ten (10) years, refused to pay upon formal demand all or part of a claim of the City on any other surety bond.”

Mr. Wyse described two relevant projects: Brunhaven (formerly known as Chesterfield Hollow) and The Reserve at Chesterfield Village – Plat 1. The bonds in question include a Lake Protection Bond for Brunhaven and a Landscape Installation Bond for The Reserve at Chesterfield Village – Plat 1. Mr. Wyse explained that under the referenced section of Code, the City shall not accept any bonds from Travelers until July 28, 2026 (Brunhaven) and May 28, 2024 (The Reserve at Chesterfield Village – Plat 1).

Mr. Wyse summarized the appeal process described in this section of City Code. “The City Council may consider whether the refusal to pay resulted in litigation, mediation or arbitration of the claim, whether the claim was wholly or partially determined in favor of the City, whether the prior refusal to pay was settled between the City and surety or any other hardship evidence presented by the individual, corporation or property owner.”

Mr. Justin Arnold, on behalf of the Travelers Companies, asked the earliest date the City would accept bonds from the Travelers Companies and Mr. Wyse responded that date would be July 28, 2026.

Members of Council asked Mr. Wyse questions for clarification.

TRAVELERS PRESENTATION AND QUESTIONS

Mr. Justin Arnold, Second Vice President of Government Relations for the Travelers Companies, was sworn in by City Attorney Graville. Mr. Arnold distributed a list of Top 100 Writers of Surety Bonds and a printout of the language in section 31-02-12.A.5 and

A.6 (Exhibit 2 attached). Mr. Wyse reviewed the information provided and had no objection to it being part of the record.

Mr. Arnold stated that the Travelers Companies have a reputation of credibility and reliability, and their expertise has made them a leader in personal business and specialty products. He continued by explaining that surety bonds are not a pay on demand type of paper like an insurance policy. There is an obligation to investigate any claim that is made against a surety bond by performing an independent evaluation. The disputes which led to the referenced claims (Brunhaven and The Reserve at Chesterfield Village – Plat 1) were complex and required substantial analysis. These claims were ultimately resolved and settled in good faith, and Travelers had no reason to believe that they would be prohibited from participating in future projects within the City of Chesterfield as a result. Mr. Arnold stated that the two bonds in question are among 210 surety bonds issued (listing the City of Chesterfield as the obligee) between December 1998 and September 2018, and requested Council overturn the prohibition on appeal, and allow Travelers to provide these products.

Director of Planning Justin Wyse asked Mr. Arnold if the investigations are truly independent when a developer moves out of the picture, since the Travelers Companies have a direct financial stake in the outcome. Mr. Arnold responded that Travelers has a relationship with the contractor and an obligation on the bond to the City.

Mr. Tom Tedesco, Managing Account Executive for Travelers' St. Louis office, was sworn in by City Attorney Graville and assisted Mr. Arnold with answering questions from members of Council. When asked if Travelers has ever elected to complete improvement in lieu of negotiating reduced payment of a bond, Mr. Tedesco responded that Travelers generally pursues the pay option rather than actually performing the work to complete a project. In reference to the Brunhaven claim, which took three years to settle, the question was asked "What is Travelers' expectation of how long it should take to perform an investigation?" Mr. Arnold responded that the length of an investigation depends on each individual case. Mr. Tedesco stated that Travelers has no expectation of an acceptable timeframe, they vary widely based on the circumstances of each case. When asked if they were able to cite an instance in either of these cases, where Travelers hired an engineer, surveyor, or landscape professional to visit the site and make independent assessments rather than relying on documents and claims submitted by others, Mr. Tedesco responded that Travelers has access to engineers and other resources during investigations in order to determine appropriate responses; although he was not able to specifically address these cases.

City Attorney Graville called for any interested party in the audience wishing to speak. Hearing none, Mr. Graville stated there would be no rebuttal evidence, closed the evidence for consideration by City Council and turned the special meeting back over to Mayor Nation.

HEARING CLOSED

Mayor Nation declared the hearing closed and stated that no further information would be received by City Council, except that specific questions by City Council may be directed to City Staff in writing. Any questions submitted by City Staff shall be transmitted to Travelers' representatives concurrently. In the event that any response to such questions requires the introduction of additional evidence, the hearing will be re-opened and all parties shall be afforded the opportunity for rebuttal. After deliberation the Council will issue findings of facts and conclusions of law.

Councilmember Ohley made a motion, seconded by Councilmember Monachella, to take Travelers' appeal under advisement. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

ADJOURNMENT

Mayor Nation adjourned the meeting at 6:31 p.m.

Mayor Bob Nation

ATTEST:

Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____

Exhibit List

Appeal by Travelers Casualty and Surety Company of America Regarding Section 31-02-12.A.5 and A.6

Development	Exhibit #	Date	Document	Starting Page #
	1	11/21/2016	City of Chesterfield Ordinance 2924	2 of 98
	2	10/11/2019	Appeal from Travelers Casualty and Surety Company of America	15 of 98
Brunhaven	3	11/21/2002	Lake Protection Bond	17 of 98
Brunhaven	4	5/24/2013	Chesterfield Letter - Acknowledging Concerns	28 of 98
Brunhaven	5	5/24/2013	Chesterfield Letter - Acknowledging Concerns	29 of 98
Brunhaven	6	6/20/2013	Chesterfield Letter - Demand of Bond	30 of 98
Brunhaven	7	6/27/2013	Travlers Letter - Acknowledging Letter and Request for Information	31 of 98
Brunhaven	8	10/25/2013	Chesterfield Letter - Document Need to Repair Lake (to developer)	33 of 98
Brunhaven	9	11/8/2013	Travlers Letter - Decline to Take Action	35 of 98
Brunhaven	10	5/15/2014	Chesterfield Letter - Demand of Bond	37 of 98
Brunhaven	11	6/4/2014	Travlers Letter - Acknowledging Letter and Request for Information	39 of 98
Brunhaven	12	6/23/2014	Chesterfield Letter - Response and Final Claim and Demand	40 of 98
Brunhaven	13	7/31/2014	Travlers Letter - Decline of Demand	45 of 98
Brunhaven	14	3/10/2015	Chesterfield Letter - Estimate of Costs	47 of 98
Brunhaven	15	8/1/2016	Chesterfield Letter - Final Settlement Agreement	51 of 98
Reserve at CV, Plat 1	16	12/18/2006	Landscaping Installation Bond	57 of 98
Reserve at CV, Plat 1	17	4/11/2011	Travelers Letter - Surety Cancellation Notice	68 of 98
Reserve at CV, Plat 1	18	4/20/2011	Chesterfield Letter - Response to Cancellation Notice	69 of 98
Reserve at CV, Plat 1	19	5/26/2011	Chesterfield Letter - Bond Reduction	70 of 98
Reserve at CV, Plat 1	20	5/22/2012	Chesterfield Letter - Notice of Expiration of Bond	71 of 98
Reserve at CV, Plat 1	21	8/1/2012	Chesterfield Inspection Report	72 of 98
Reserve at CV, Plat 1	22	8/8/2012	Chesterfield Letter - Request for Abatement Schedule	73 of 98
Reserve at CV, Plat 1	23	8/21/2012	Chesterfield Letter - Intent to Collect Bond	74 of 98
Reserve at CV, Plat 1	24	8/27/2012	Travelers Letter - Acknowledgement	75 of 98
Reserve at CV, Plat 1	25	8/31/2012	Chesterfield Letter - Notice to Travelers of Intent to Collect	77 of 98
Reserve at CV, Plat 1	26	9/6/2012	Travelers Letter - Acknowledgement	79 of 98
Reserve at CV, Plat 1	27	9/26/2012	Chesterfield Inspection Report	81 of 98
Reserve at CV, Plat 1	28	10/1/2012	Chesterfield Cost Estimate	83 of 98
Reserve at CV, Plat 1	29	2/13/2013	Travelers Letter - Acknowledging Demand and Request for Information	84 of 98
Reserve at CV, Plat 1	30	3/15/2013	Chesterfield Letter - Providing Documentation Requested	86 of 98
Reserve at CV, Plat 1	31	4/8/2013	Travlers Letter - Dispute Claim	88 of 98
Reserve at CV, Plat 1	32	4/17/2013	Chesterfield Letter - Documenting Deficiencies and Demand	90 of 98
Reserve at CV, Plat 1	33	1/2/2014	Chesterfield Letter - Repsonse	92 of 98
Reserve at CV, Plat 1	34	1/8/2014	Travelers Letter - Response	94 of 98
Reserve at CV, Plat 1	35	5/28/2014	Bond Release	96 of 98



BILL NO. 3123

ORDINANCE NO. 2924

AN ORDINANCE AMENDING ARTICLE 2 SECTION 02-12 OF THE UNIFIED DEVELOPMENT CODE (ARTICLE 2-12 INSTALLATION OR GUARANTEE OF REQUIRED IMPROVEMENTS).

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

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

WHEREAS, the City of Chesterfield seeks to update regulations and requirements pertaining to the Installation or Guarantee of Required Improvements; and,

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

WHEREAS, the City Council, having considered said amendments, voted to approve the updates to Article 2 of the Unified Development Code pertaining to the Installation or Guarantee of Required Improvements.

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

Section 1. The City of Chesterfield hereby repeals Article 2 Section 12 of the Unified Development Code and replaces it with a new Section as set out in Attachment "A" which is attached hereto and made part thereof.

Section 2. If any section, paragraph, subsection, clause or provision of this Ordinance shall be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as whole, or any part thereof.

Section 3. The provisions of the Ordinance may be amended in the future by the City Council of the City of Chesterfield.

Section 4. Where this Ordinance differs or conflicts with other laws, rules and regulations, unless the right to do so is preempted or prohibited by

the County, State, or Federal government, the more restrictive or protective of the City and the public shall apply.

Section 5. This Ordinance shall be codified within the Municipal Code of the City of Chesterfield.

Section 6. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 5TH day of December, 2016.

Bob Nation
PRESIDING OFFICER

Bob Nation
Bob Nation, MAYOR

ATTEST:

Vickie Hass
Vickie Hass, CITY CLERK

FIRST READING HELD: 11/21/2016

ATTACHMENT A
UNIFIED DEVELOPMENT CODE AMENDMENTS

Sec. 02-12. IMPROVEMENTS INSTALLED OR GUARANTEED.

A. Completion Guarantee by Developer.

After the improvement plans have been substantially complete and all inspection fees and review fees paid, but before approval of the record subdivision plat, the developer shall guarantee the completion of required improvements. The developer shall either:

1. Complete the improvements in accordance with the approved improvement plans under the observation and inspection of the appropriate inspection agency; or
2. Deposit cash under an escrow agreement or post a land subdivision bond or provide the appropriate surety as set forth in this UDC to guarantee the construction, completion, and installation of the improvements shown on the approved improvement plans within the improvement completion period approved by the Planning and Development Services Director, which shall not exceed two (2) years. The land subdivision bond or escrow agreement or other required surety shall be prepared and executed on forms furnished by the Department and shall be submitted to the City Council for approval or disapproval after review and approval by the Planning and Development Services Director and the City Attorney.
3. For plats approved after the effective date of this UDC, any guarantee or deposit required by the City for sanitary and storm sewers within the jurisdiction of MSD may be reduced proportionally, by the amount of any guarantee or escrow collected and held by MSD if MSD confirms that its requirement for assurance of completion is satisfied. This provision shall not affect the intent or enforcement of any existing guarantee, escrow, or renewal, extension or replacement thereof.
4. The Planning and Development Services Director may require any specific improvement to be installed prior to approval of the record plat where failure to install such improvement prior to further development could result in damage to the site or surrounding properties.
5. The City shall not permit or accept the posting of any bond issued or proposed to be issued by a surety or an affiliate of a surety which has, in the preceding ten (10) years, refused to pay upon formal demand all or part of a claim of the City on any other surety bond. Any individual, corporation or property owner aggrieved by this section may appeal to the

City Council to request the City to accept the posting of such bond. The City Council may consider whether the refusal to pay resulted in litigation, mediation or arbitration of the claim, whether the claim was wholly or partially determined in favor of the City, whether the prior refusal to pay was settled between the City and surety or any other hardship evidence presented by the individual, corporation or property owner. In no instance shall a bond be accepted from a surety while in litigation, mediation or arbitration with the City.

6. The City shall not accept the posting of any bond issued or proposed by any surety or an affiliate who has refused to pay upon formal demand of the City or been involved in any litigation pertaining to said failure to pay within the past ten (10) years as of the effective date of this section of the UDC.

B. Deposit Options.

Deposits required by this Article shall be in conjunction with a deposit agreement and may be in the form of cash or letter of credit as follows:

1. **Deposit Agreements.** Deposit agreements shall provide that there shall be deposited with the City of Chesterfield a cash amount by escrow or surety not less than the Department estimate of the cost of the construction, completion, certifications and installation of the required improvements indicated on approved improvement plans.
2. Cash deposited with the City Director of Finance to be held in an interest-bearing account dedicated for that purpose, with all interest accruing to the City to offset administrative and other costs of maintaining the cash deposits;
3. An irrevocable letter of credit drawn on a local financial institution acceptable to and in a form approved by the City Attorney and the Director of Planning and Development Services. The instrument may not be drawn on any financial institution with whom the developer or a related entity has any ownership interest or with whom there is any joint financial connection that creates any actual or potential lack of independence between the institution and the developer. The letter of credit shall be with a local banking institution in the Greater St. Louis Metropolitan Area of Missouri and not Illinois. The letter of credit shall provide that the issuing institution will pay on demand to the City such amounts as the City may require to fulfill the obligations herein and may be reduced from time to time by a writing of the Director of Public Services (the Director) or their designee. The letter of credit shall be irrevocable for at least two (2) years and shall state that any balance remaining at the expiration, if not renewed, shall automatically be deposited in cash with the Director of Finance, unless a new letter of credit is issued and agreed to by the City or the City issues to the institution a written release of the obligations for which the letter of credit was deposited. The developer shall pay a non-refundable fee of

\$200.00 to the City with submission of a letter of credit and \$100.00 for any amendment or extension thereto, to partially reimburse the City's administration and review costs in accepting and maintaining such letter of credit.

4. Certificates of deposit, treasury bill, or other readily negotiable instruments, the type of which has been approved by the Department, endorsed to the City and the cash value of which shall be in an amount not less than the amount specified by the Department in its estimate of the cost of the improvements and/or maintenance as reflected by the approved improvements plan.

C. Amount of Deposit.

The amount of the deposit required by this Article shall be calculated as follows:

1. Construction deposit. The deposit required of a developer establishing a deposit agreement pursuant to this Section shall be, in addition to the separate maintenance deposit sum, in the amount of 110% of the Department estimate of the cost of the construction, completion and installation of the required improvements. The Planning and Development Services Director shall adopt, to the extent practical, schedules reflecting current cost estimates of typically required improvements.
2. Maintenance deposit. The deposit required of a developer pursuant to this Section for maintenance obligations shall be in the amount of ten percent (10%) of the Department estimate of the cost of the construction, completion and installation of all required improvements. The maintenance deposit shall be established by cash sum or submission of a separate letter of credit.
3. Where certain improvements are installed and approved by the City prior to approval of the record plat pursuant to subsection A.1., the gross amount for the construction deposits shall be reduced by the estimated cost of such improvements.
4. Other sureties as established in this UDC. The deposit required of a developer for any and all other required sureties pursuant to this Section shall be as set forth in the applicable Section of this UDC.

D. Deposit Agreement – Releases.

The deposit agreement shall be entered into with the City of Chesterfield, and shall require the developer to agree to fulfill the obligations imposed by this Article, and shall have such other terms as the City Attorney may require consistent with this Article. The agreement shall authorize the Director (or designee) to release the cash or reduce the obligation secured under the letter of credit as permitted herein. Such releases or reductions may occur upon completion, inspection and approval by the Director of all required improvements within a category of improvements,

or may occur from time to time, as work on specific improvements is completed, inspected and approved, provided however, that:

1. Releases – General. The Director shall release the cash or release the letter of credit as to all or any part of its obligation only after construction, completion and installation of some phase of work on the improvements indicated on the approved improvement plans, receipt of requisite written notification from the appropriate inspecting public authority, and approval by the Department; and only in the amounts permitted herein.
2. Extension of completion period. If, at the end of the improvement completion period, all the improvements shown on the approved improvement plans have not been completed, the developer may request and the Director may grant an extension to the improvement completion period for a period of up to one (1) year if after review by the Department such longer period is deemed necessary to facilitate adequate and coordinated provisions for transportation, water, sewerage, schools, parks, playgrounds, or other required improvements, facilities or requirements so long as all guarantees are extended and approved by the City Attorney; provided, that the Director may require as a condition of the extension completion of certain items, execution of a new agreement, recalculation of deposit amounts, satisfaction of new code requirements or other reasonable conditions as may be needed to ensure that the extended agreement fully complies with the terms of Section 02-12 of this Article.
3. Construction deposit releases. After an inspection of any specific improvements, the Director may at their discretion release no more than 95% of the original sum deposited for the construction of such specific required improvements. Irrespective of any discretionary prior releases that may be authorized by the Director after completion of any component of the guaranteed improvements (i.e. less than all of the improvements in a given category), the remaining amount held for any category of improvements for the entire subdivision shall be released within 30 days of completion of all of the improvements in such category of improvement, minus a retention of five percent (5%) which shall be released only upon completion of all improvements for the subdivision. The Director shall establish the improvement categories, which may consist of improvement components or line items, to be utilized for calculation of deposit amounts, but such categories, components, and line items shall in no way modify or reduce the developer's guarantee as to all required improvements, irrespective of any release or completion of any category, or underlying component or line item. All improvements in a category shall be deemed complete only when:
 - a.) Each and every component and line item within a category for the entire subdivision has been constructed and completed as required,

- b.) The developer has notified the Director in writing of the completion of all components of the category, provided all necessary or requested documentation, and requests an inspection,
 - c.) The developer is not in default or in breach of any obligation to the City under this Article including, but not limited to, the Director's demand for maintenance or for deposit of additional sums for the subdivision,
 - d.) The inspection has been completed and the results of the inspection have been approved in writing by the Director,
 - e.) The developer has paid any sums due related to the project. Releases of the maintenance deposit amounts shall be as provided elsewhere in this Article for maintenance deposits.
- 4. Releases of other sureties as established in this UDC. The release procedure for any and all other sureties required of a developer pursuant to this Section shall be as set forth in the applicable Section of this UDC.
 - 5. Effect of release – Continuing obligations. The developer shall continue to be responsible for defects, deficiencies and damage to streets and other required improvements during development of the subdivision. No inspection approval or release of funds from the construction deposit as to any component or category shall be deemed to be City approval of improvement or otherwise release the developer of its obligation relating to the completion of the improvements until the final subdivision release on all improvements and maintenance is issued declaring that all improvements have in fact been constructed as required. Inspection and approval of any or all required improvements shall not constitute acceptance of the improvement by the City as a public improvement for which the City shall bear any responsibility.
 - 6. Deficient improvements. No approval of required improvements shall be granted for improvements that fail to meet the specifications established herein or otherwise adopted by the Department or City Council.
 - 7. Final construction deposit release. Upon final inspection and approval of all required improvements, the remaining amount of the construction deposit shall be released; provided, that no such funds shall be released on a final inspection until the development of the subdivision is complete, as determined by the Director. Completion is when the particular item has had all documentation and certification filed in a complete and acceptable form, the specific items have been inspected, all identified deficiencies have been corrected and the work has been approved by the City.
 - 8. Appeals. If the developer believes that a release or certificate of completion has been improperly denied, including, but not limited to, under this Section, an appeal shall be filed pursuant to the City's Public Works

Board of Variance, and no such denial shall be deemed final until such appeal procedure has been exhausted.

E. Maintenance Guarantee.

1. Scope and duration. Upon commencement of installation of the required improvements within the subject subdivision, the developer shall be responsible for the maintenance of the improvements, including, but not limited to: undeveloped lots, streets, sidewalks, trees, common areas, erosion and siltation control, and storm and drainage facilities, until (1) expiration of 12 months after occupancy permits have been issued on 80% of all of the lots in the subdivision plat(s), or (2) 12 months after completion of the subdivision and acceptance/approval of all required improvements by the City, whichever is longer, subject to the deposit agreement. Maintenance shall include repair or replacement of all defects, deficiencies and damage to the improvements that may exist or arise, abatement of nuisances caused by such improvements, removal of mud and debris from construction, erosion control, grass cutting, removal of construction materials (except materials to be used for construction on the lot or as permitted by site plan), and snow removal. All repairs and replacement shall comply with City specifications and standards. Any maintenance on improvements accepted by the City for public dedication shall be completed under the supervision of and with the prior written approval of the Director. The maintenance obligation for required improvements to existing public roads or other existing public infra-structure already maintained by a public governmental entity shall terminate on and after the date such improvements have been inspected, deposit released, and accepted by the City or appropriate agency for dedication. Irrespective of other continuing obligations, the developer's snow removal obligations shall terminate on the date a street is accepted by the City for public maintenance. The maintenance requirements and procedures for improvements guaranteed by any and all other sureties required of a developer pursuant to this Section shall be as set forth in this UDC.
2. Maintenance deposit – Amount – Use:
 - a.) The maintenance deposit shall be retained by the City to guarantee maintenance of the required improvements and, in addition to being subject to the remedies of subsection G. and other remedies of this UDC, shall be subject to the immediate order of the Director to defray or reimburse any cost to the City of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the Director shall provide the developer with a written demand and opportunity to perform the maintenance before having such maintenance performed by the City, or its agents. Where the amount of maintenance deposit remaining is determined to be insufficient or where the maintenance deposit was drawn upon by

the City for maintenance, the Director shall have the authority to require the maintenance deposit to be replaced or replenished by the developer in any form permitted for an original deposit.

- b.) In determining the amount of maintenance deposit that shall continue to be held, portions of the deposit amount that were attributable to improvements that have been accepted by any third-party governmental entity or utility legally responsible for the maintenance of the improvement may be released upon such acceptance of the improvement by the entity. The Director may approve such further releases if it is determined in his or her discretion, after inspection of the improvements, that the total maintenance amount retained is clearly in excess of the amount necessary for completion of the maintenance obligation, after all reasonable contingencies are considered.

- 3. Final maintenance deposit release. Upon expiration of the maintenance obligations established herein, the Director shall cause a final inspection to be made of the required improvements. Funds shall then be released if there are no defects or deficiencies found and all other obligations, including payment of all sums due, are shown to be satisfied on inspection thereof, or at such time thereafter as any defects or deficiencies are cured with the permission of, and within the time allowed by, the Director. This release shall in no way be construed to indemnify or release any person from any civil liability that may exist for defects or damages caused by any construction, improvement or development for which any deposit has been released.

F. Acceptance and Final Approval.

Before the developer's obligation to the City of Chesterfield is terminated, all required improvements shall be constructed under the observation and inspection of the inspecting agency and accepted for maintenance or given final approval by the City of Chesterfield.

G. Failure to Complete Improvements.

The obligation of the developer to construct, complete, install and maintain the improvements indicated on the approved improvement plans and provide for street maintenance shall not cease until the developer shall be finally released by the Director, nor shall any deposit agreements or obligations hereunder be assignable by developer. If, after the initial improvement completion period, or after a later period as extended pursuant to this Section, the improvements indicated on the approved improvement plans are not constructed, completed, installed, accepted and maintained as required, or if the developer shall violate any provision of the deposit agreement, the Director may notify the developer to show cause within not less than ten (10) days why the developer should not be declared in default. Unless good cause is shown, no building or other permit shall be issued to the developer in the subdivision during any period in which the developer is in violation

of the deposit agreement or Subdivision Code relating to the subdivision. If the developer fails to cure any default or present compelling reason why no default should be declared, the Director shall declare the developer in default and may take any one (1) or more of the following acts:

1. Require the developer to submit an additional cash sum sufficient to guarantee the completion or maintenance of the improvements indicated on the approved improvement plans after recalculation in order to allow for any inflated or increased costs of constructing, maintaining, or redesign of the improvements.
2. Deem the balance under the deposit agreement not theretofore released as forfeited to the City to be then placed in an appropriate trust and agency account subject to the order of the Director for such purposes as letting contracts to bring about the completion or maintenance of the improvements indicated on the approved improvement plans or other appropriate purposes in the interest of the public safety, health and welfare; or
3. Require the developer or surety to pay to the City the balance of the deposit not theretofore released.

The failure of a developer to complete the improvement obligations within the time provided by the agreement (or any extension granted by the City), including the payment of funds to the City due to such failure, or an expiration of a letter of credit, shall be deemed an automatic act of default entitling the City to all remedies provided in this Section without further or prior notice. It shall be the sole responsibility of the developer to timely request an extension of any deposit agreement if the improvements are not completed in the original time period provided by the deposit agreement, or extension granted by the City. No right to any extension shall exist or be assumed.

H. Other Remedies for Default.

If the developer or surety fails to comply with the Director's requirements for payment as described above, fails to complete the improvements as required or otherwise violates the deposit agreement provisions, the Director may in addition or alternatively to other remedies:

1. Suspend the right of anyone to build or construct in the subdivision by issuance of a stop work order (SWO). Issuance of a SWO shall result in a suspension of all construction activity on the site, until the cause is resolved to the City's satisfaction. The SWO shall also suspend the right of the permittee, applicant, owner, contractor, developer or any related entity to build or construct any structure or public improvement on any portion of the site. The Director of Public Services and the Planning and Development Services Director, upon the issuance of a SWO, are authorized to suspend the issuance of building permits and occupancy permits for structures on any portion of the site, and to suspend all inspections and plan review

related to any work on the site, until such time as the cause is resolved to the City's satisfaction. SWO's shall specifically state the provisions of this Article being violated. Any person, who shall continue any work in or about the site after a SWO has been posted, except such work related to remediation of the violation, shall be subject to penalties specified in this UDC. The Director shall give the developer ten (10) days' written notice of an order under this subsection, with copies to all known sureties, as appropriate, who have outstanding obligations for any undeveloped portion of the subdivision, and shall record an affidavit of such notice with the Recorder of Deeds. If, within the ten (10) day period after notice is given, the Director is not convinced by compelling evidence that completion of the improvements is adequately assured and maintenance of streets assured as provided herein, the Director shall order construction suspended on the undeveloped portion of the subdivision. The order shall be served upon the developer, with a copy to the issuer/holder of the surety as appropriate, and a copy recorded with the Recorder of Deeds. Public notice of said order shall be conspicuously and prominently posted by the Director at the subdivision. The notice shall contain the following minimum language, which may be supplemented at the discretion of the Director:

THIS SUBDIVISION, (name of subdivision), HAS BEEN DECLARED IN DEFAULT BY THE CITY OF CHESTERFIELD DIRECTOR OF PUBLIC SERVICES. NO DEVELOPMENT, CONSTRUCTION, BUILDING OR DEMOLITION IN ANY MANNER SHALL TAKE PLACE WITHIN THE LIMITS OF THIS SUBDIVISION UNTIL SUCH TIME AS THE CITY OF CHESTERFIELD DIRECTOR OF PUBLIC SERVICES REMOVES THIS PROHIBITION. ANY DEVELOPMENT, CONSTRUCTION, BUILDING OR DEMOLITION IN ANY MANNER WHILE THIS PROHIBITION IS IN EFFECT IS ILLEGAL AND SHALL BE ENFORCED PURSUANT TO ARTICLE 02 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD.

The Director of Public Services (the Director) and the Planning and Development Services Director shall not thereafter authorize construction to take place contrary to the Director's order. The suspension shall be rescinded in whole or in part only when the Director is convinced that completion of the improvements is adequately assured in all or an appropriate part of the subdivision and a guarantee of public street maintenance provided; or

2. Suspend the rights of the developer, or any related entity, to construct structures in any development platted after the effective date of such suspension throughout the City of Chesterfield. The Director shall give the developer ten (10) days' written notice of an order under this clause, with a copy to sureties known to the Director to have obligations outstanding on behalf of the developer or related entities and shall record an affidavit of such notice with the Recorder of Deeds. If, within the ten (10) day period after notice is given, the Director is not convinced by compelling evidence

that completion of the improvements is adequately assured and maintenance of streets assured as provided herein, the Director shall order construction suspended. The order shall be served upon the developer, with a copy to the surety as appropriate, and a copy recorded with the Recorder of Deeds. The Director of Public Services (the Director) and the Planning and Development Services Director shall not thereafter authorize construction to take place contrary to the Director's order. The suspension shall be rescinded only when the Director is convinced that completion of the improvements is adequately assured and public street maintenance is assured.

I. Suspension of Development Rights.

From and after the effective date of this Section if a developer, or any related entity, has a subdivision development improvement guarantee that is in default, as determined by the Director, including any escrow, fees, or bond under any prior version of this Section:

1. The Director shall be authorized, but not be limited, to thereafter pursue the remedies of subsection H. of this Section; and
2. The rights of the developer, or any related entity, to receive development approval, which approval shall include, but not be limited to, approval of any plat or deposit agreement for new or further development in the City, shall be suspended. The suspension shall be rescinded only when the Director is convinced that completion and maintenance of the improvements is adequately assured.

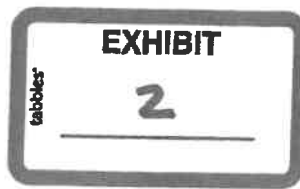
J. Additional Remedies.

If any party or related entity fails to comply with any obligation of this Section, the Director may recommend that the City Attorney take appropriate legal action and may also withhold any building or occupancy permits to this developer or related entities until such compliance is cured. The City shall also have the right to partially or wholly remedy a developer's deficiencies or breached obligations under this UDC by set-off of any funds or assets otherwise held by the City of the developer to the maximum extent permitted by law. Such set-off shall occur upon written notice of such event by the Director of Public Services or the Planning and Development Services Director to the developer after the developer has failed to timely cure the deficiencies. It shall be deemed a provision of every deposit agreement authorized under this Article that the developer shall pay the City's costs, including reasonable attorney's fees, of enforcing such agreement in the event that the developer is judicially determined to have violated any provision herein or in such agreement. The developer may appeal any decision taken pursuant to this Section by filing an appeal under the City's administrative review procedure.

K. Related Entities.

For purposes of this Section, "related entity" has the following meaning: a developer is a "related entity" of another person:

1. If either has a principal or controlling interest in the other, or
2. If any person, firm, corporation, association, partnership, or other entity with a controlling interest in one has a principal or controlling interest in the other. The identification of related entities shall be supported by documentation from the Secretary of State's Office, Jefferson City, Missouri.



Jeremy Sauer
Counsel
Bond & Specialty Insurance
One Tower Square, S207A
Hartford, CT 06183
860.277.0015 TEL
800.905.1629 FAX

October 11, 2019

Justin Wyse
Director of Planning & Development Services
City of Chesterfield, MO
690 Chesterfield Parkway West
Chesterfield, MO 63017

Re: Travelers Casualty and Surety Company of America

Dear Mr. Wyse,

As a preliminary matter, I would like to thank you and City Attorney Graville for sharing your time during our call earlier this year. I know that I speak for my colleagues when I say that our conversation was both informative and productive. As we communicated in our conversation, the City of Chesterfield's ("City") decision to decline surety bonds written by Travelers Casualty and Surety Company of America (together with its subsidiaries and affiliates, "Travelers") came as a surprise. It was, and continues to be, our sincere belief that Travelers' business dealings with the City have been conducted in good faith and in a manner consistent with the best practices of the surety industry. In the time since our conversation, our Underwriting, Legal, and Government Relations teams have revisited the various contracts that Travelers has bonded over the years for the benefit of the City. I trust that this letter will provide clarity as to Travelers' position and prove useful in connection with our efforts to formally appeal to the City Council to be reinstated as a surety option in accordance with § 31-02-12(A)(5) of the City's Unified Development Code ("UDC").

By way of background, in September 2018, Blake Messer, Account Executive Officer with Travelers' Construction Services group in St. Louis, was notified that the City would no longer accept surety bonds written by Travelers. When Mr. Messer inquired as to the City's reason for this abrupt change, he was notified that Travelers had allegedly violated UDC § 31-02-12(A)(5) and (6) as a result of Travelers refusing to pay a surety bond claim upon the City's formal demand. Two surety bonds (Bond No. 051-SB-SV6997 and Bond No. 104706125, hereinafter, the "Bonds") were identified as the root cause of the issue.

In an effort to better understand the City's position, Travelers reviewed the circumstances that led to the City filing claims under the Bonds. After conducting this review, we determined that Travelers' denials of the City's claims were reasonable under the circumstances because, in each instance, there was a bona fide dispute between the principal on the Bond and the City, as obligee. Where such a dispute arises, Travelers, as a highly-regulated entity, has an obligation to investigate the validity of each party's position. Unlike certain types of banking products, performance bonds are not "pay on demand" instruments. The disputes that led to the claims were complex and required substantial analysis on the part of Travelers. Although the investigation process may

not have been as expedient as the City may have anticipated, these claims were ultimately resolved in good faith and in a manner that gave Travelers no reason to believe that it would be hindered – much less prohibited – from servicing its contractor partners who may be involved in City projects in the future.

Through our communications with your office, we understand that Travelers must formally appeal to the City Council in accordance with UDC § 31-02-12(A)(5) to request that the City accept the posting of Travelers' bonds. We plan to do so. During our conversation earlier this year, you and City Attorney Graville suggested that it would be beneficial if Travelers identified successful City contracts in which Travelers served as surety. To that end, our Underwriting and Claims professionals conducted a thorough examination of our surety files. In doing so, they determined that between December 1998 and September 2018, Travelers issued two hundred ten (210) surety bonds listing the City as obligee. Two hundred ten surety bonds is a substantial number, and one that serves to demonstrate Travelers' stability and commitment to its contractor partners and to the City.

Numbers aside, the more salient point here is that, with the exception of the Bonds that were the root cause of this issue, we have only been able to identify one additional instance where the City had a dispute with Travelers. This dispute involved two bonds that listed Frederick Construction, Inc. as contractor and bond principal and Travelers as surety. In this instance, the City made a claim against both bonds that led to arbitration and, eventually, litigation where Travelers' position in relation to the bonds was ultimately deemed meritorious. In fact, Travelers was even awarded attorneys' fees from the City relating to the claims.¹

For more than 100 years, Travelers has been an established leader in the surety industry. As you know, bonding plays an important role in protecting tax payer dollars, and, as demonstrated by the two hundred ten City contracts that listed Travelers as surety, Travelers has been a critical component of the fabric of your City projects for the better part of three decades. As an independent third party, Travelers helps public owners, developers, and lenders determine which contractor has the ability to perform the contract and meet its payment obligations to its subcontractors and suppliers. If something goes awry and the contractor defaults, Travelers provides the funds necessary to complete the contract and pay the claims of subcontractors and suppliers on the job. In essence, surety bonds significantly increase the likelihood that a public works contract will be completed and that the subcontractors, suppliers, and workers on the project will be paid.

Travelers has a long history, both inside and outside of the City, as a stable presence in surety industry. We truly hope that we can continue to build on what has historically been a strong relationship between Travelers and the City for years to come. Should you have any further questions regarding this matter, please do not hesitate to contact me directly. In the meantime, please accept this letter as a formal petition to the City Council so that we can initiate our appeal in accordance with UDC § 31-02-12(A)(5).

Sincerely,

Jeremy Sauer

¹ *City of Chesterfield v. Frederick Construction Inc.*, 475 S.W.3d 708 (Mo. Ct. App. 2015)

Bond No. SV6997

SITE COMPLETION/PERFORMANCE BOND

EXHIBIT

3

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THM II, LLC
St. Paul Fire and Marine
as Principal, and Insurance Company as Surety are held and firmly bound unto the
City of Chesterfield, 690 Chesterfield Parkway W., Chesterfield, MO 63017-0760
in the penal sum of One Hundred Thousand and NO/100
(\$ 100,000.00) Dollars lawful money of the United States, for payment of which, well and truly be made,
we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to Lake to be restored to Preconstruction
Conditions - Chesterfield Hollow

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall perform
the obligations imposed on him/her, then this obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this

21st day of November, 2002

THM II, LLC

(Seal)

By:

Clarence J. Furler
Clarence J. Furler/Member

St. Paul Fire and Marine Insurance Company (Seal)

By:

Justine P. Weber
Justine P. Weber Attorney-in-Fact

Address:
Phone:

385 Washington Street
St. Paul, MN 55102
(651) 310-7911

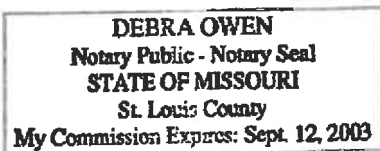
State of Missouri
County of St. Louis

On 11/21/02 before me, a Notary Public in and for said County and State, residing therein,
duly commissioned and sworn, personally appeared Justine P. Weber known to me to be
Attorney-in-Fact of

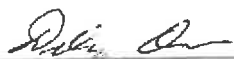
ST. PAUL FIRE AND MARINE INSURANCE COMPANY

the corporation described in and that executed the within and foregoing instrument, and known to me to
be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged
to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year
stated in this certificate above.



My Commission Expires _____



Debra Owen, Notary Public

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 22495

Certificate No. 1507850

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (*herein collectively called the "Companies"*), and that the Companies do hereby make, constitute and appoint

Andrew P. Thorne, Margaret L. Veith, Dana A. Dragoy, Justine P. Weber and Debra A. Owen

of the City of Chesterfield, State Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 1st day of October, 2002.

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.



[Signature]

PETER W. CARMAN, Vice President

[Signature]

THOMAS E. HUIBREGTSE, Assistant Secretary

State of Maryland
City of Baltimore

On this 1st day of October, 2002, before me, the undersigned officer, personally appeared Peter W. Carman and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 1st day of July, 2006.



[Signature]

REBECCA EASLEY-ONOKALA, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. on September 2, 1998, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached; and

RESOLVED FURTHER, that Attorney(s)-in-Fact shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Thomas E. Huibregtse, Assistant Secretary of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I hereunto set my hand this 21st day of November, 2002



Thomas E. Huibregtse
Thomas E. Huibregtse, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 and ask for the Power of Attorney clerk. Please refer to the Power of Attorney number, the above-named individuals and the details of the bond to which the power is attached.

BOND RIDER

To be attached to and form part of a Site Restoration Bond

Bond No. SV6997, dated November 21 2002

issued to THM II, LLC

as Principal, and St. Paul Fire and Marine Insurance Company

as Surety, in favor of City of Chesterfield, 690 Chesterfield Parkway W., Chesterfield, MO 63017-0760

, as Obligor.

It is understood and agreed that the Bond is changed or revised in the particulars as checked below:

(☒) Name of Principal changed to: Greater Midwest Builders, Ltd., d/b/a Greater Missouri Builders

(☐) Amount of bond changed from: _____

(\$ _____) DOLLARS,

to: _____

(\$ _____) DOLLARS,

(☒) Other: From: Chesterfield Hollow

To: Brunhaven

Said Bond shall be subject to all its terms, conditions and limitations, except as herein expressly modified. This Bond Rider shall become effective as of March 14 2006

Signed, sealed and dated March 14, 2006

St. Paul Fire and Marine Insurance Company

By: Justine P. Weber
Justine P. Weber

Attorney-in-Fact

ACCEPTED:

By: _____

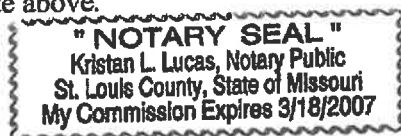
EUGENE DEVORE
GREATER MISSOURI BUILDERS, INC.

State of Missouri
County of St. Louis

SS:

On **March 14, 2006** before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Justine P. Weber** known to me to be Attorney-in-Fact of **St. Paul Fire and Marine Insurance Company** the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



My Commission Expires _____

A handwritten signature in cursive script that reads "Kristan L. Lucas".

Kristan L. Lucas
Notary Public

360212-6-66

POWER OF ATTORNEY



Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 24632

Certificate No. 2433676

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (*herein collectively called the "Companies"*), and that the Companies do hereby make, constitute and appoint

Andrew P. Thome, Dana A. Dragoy, Justine P. Weber, Debra Woodard, Marian J. Draugelis
and Kristan L. Lucas

Chesterfield

Missouri

of the City of _____, State _____, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 1st day of June, 2005.

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.



John F. Simanski, Jr.
JOHN F. SIMANSKI, JR., Vice President

Robert P. McGuire
ROBERT P. MCGUIRE, Assistant Secretary

State of Maryland
City of Baltimore

On this 1st day of June, 2005, before me, the undersigned officer, personally appeared John F. Simanski, Jr., and Robert P. McGuire, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 1st day of July, 2006.



Rebecca Basley-Onokala

REBECCA BASLEY-ONOKALA, Notary Public

Bond No. SV6997

SITE COMPLETION/PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THM II, LLC
St. Paul Fire and Marine
as Principal, and Insurance Company, as Surety are held and firmly bound unto the
City of Chesterfield, 690 Chesterfield Parkway W., Chesterfield, MO 63017-0760
in the penal sum of One Hundred Thousand and NO/100
(\$ 100,000.00) Dollars lawful money of the United States, for payment of which, well and truly be made,
we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has agreed to Lake to be restored to Preconstruction
Conditions - Chesterfield Hollow

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall perform
the obligations imposed on him/her, then this obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this

21st day of November, 2002

THM II, LLC

(Seal)

By: Clarence J. Purler
Clarence J. Purler/Member

St. Paul Fire and Marine Insurance Company (Seal)

By: Justine P. Weber
Justine P. Weber Attorney-in-Fact

Address:
Phone:

385 Washington Street
St. Paul, MN 55102
(651) 310-7911

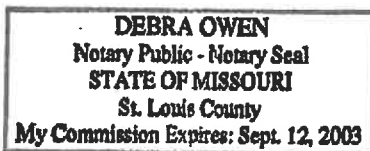
State of Missouri
County of St. Louis

On 11/21/02 before me, a Notary Public in and for said County and State, residing therein,
duly commissioned and sworn, personally appeared Justine P. Weber known to me to be
Attorney-in-Fact of

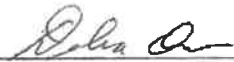
ST. PAUL FIRE AND MARINE INSURANCE COMPANY

the corporation described in and that executed the within and foregoing instrument, and known to me to
be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged
to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year
stated in this certificate above.



My Commission Expires _____



Debra Owen, Notary Public

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 22495

Certificate No. 1507849

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (*herein collectively called the "Companies"*), and that the Companies do hereby make, constitute and appoint

Andrew P. Thome, Margaret L. Veith, Dana A. Dragoy, Justine P. Weber and Debra A. Owen

of the City of Chesterfield State Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 1st day of October, 2002.

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.



[Signature]

PETER W. CARMAN, Vice President

[Signature]

THOMAS E. HUIBREGTSE, Assistant Secretary

State of Maryland
City of Baltimore

On this 1st day of October, 2002, before me, the undersigned officer, personally appeared Peter W. Carman and Thomas E. Huibregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 1st day of July, 2006.



[Signature]

REBECCA EASLEY-ONOKALA, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. on September 2, 1998, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached; and

RESOLVED FURTHER, that Attorney(s)-in-Fact shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Thomas E. Huibregtse, Assistant Secretary of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I hereunto set my hand this 21st day of November, 2002.



Thomas E. Huibregtse
Thomas E. Huibregtse, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 and ask for the Power of Attorney clerk. Please refer to the Power of Attorney number, the above-named individuals and the details of the bond to which the power is attached.

THIS POWER OF ATTORNEY
WAS FILED FOR RECORD
ON NOV 21 2002
IN NEW YORK



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

May 24, 2013

Mr. Jim Gasich
14323 S. Outer Forty Road – Suite 301 N
Chesterfield, MO. 63017

Dear Mr. Jim Gasich:

Thank you for your letter expressing concerns prior to escrow releases in Brunhaven subdivision. I have evaluated your concerns and they are to be addressed in a deficiency report to the developer.

Again, thank you for your input.

Sincerely,

John A. Huskey, A.E.T.
Senior Engineering Construction Inspector

cc: Aimee Nassif, Planning and Development Services Director
Kim Streicher, Civil Engineer
Subdivision File



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

May 24, 2013

Mr. & Mrs. Dolenz
341 Brunhaven Ct.
Chesterfield, MO. 63017

Dear Tom & Carol:

Thank you for your letter expressing concerns prior to escrow releases in Brunhaven subdivision. I have evaluated your concerns and they are to be addressed in a deficiency report to the developer.

Again, thank you for your input.

Sincerely,

John A. Huskey, A.E.T.
Senior Engineering Construction Inspector

cc: Aimee Nassif, Planning and Development Services Director
Kim Streicher, Civil Engineer
Subdivision File

For your mail, kept by the Post.
NOT TO BE COMBINED WITH FIRST CLASS MAIL PERMIT NO. 1000
RETURN TO: 690 CHESTERFIELD PKWY W, CHESTERFIELD, MO 63017-0760
USPS POSTAGE WILL BE PAID BY ADDRESSEE
Mail receipt is desired to the addressee or marking, if a receipt is desired, it should be marked on the envelope or on the mail piece.



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

June 20, 2013

CERTIFIED

Greater Missouri Builders
1551 Wall Street Suite 220
St. Charles, MO 63303

Midwest Bank Centre
2294 Technology Drive Suite 100
O'Fallon, MO 63368

J.W. Terrill
825 Maryville Centre Drive Suite 200
Chesterfield, MO 63017

Re: Bond No. SV6997 and Letter of Credit 1832- Brunhaven Development

To Whom It May Concern:

As you know, Letter of Credit Number 1832 submitted by you to the City of Chesterfield guaranteed completion of certain subdivision improvements for the above referenced development. The date to complete these improvements has passed and under the terms and conditions of the Letter of Credit Number 1832 you are required to transmit the funds by wire transfer to the City of Chesterfield.

Despite numerous conversations with you regarding the outstanding, required punch list items, the work is still not completed as of the date of this letter. Therefore, the City of Chesterfield is hereby demanding payment immediately and funds shall be transferred to the City of Chesterfield at the account listed in Letter of Credit Number 1832. In addition, we are also hereby calling on the Lake Protection Bond which is Bond Number SV6997 as that work related to the lake has not been completed as required and guaranteed.

Should you have any questions regarding this matter please do not hesitate to contact this office at 636-537-4745.

Sincerely,

Aimee E. Nassif, Planning and Development Services Director

CC: Mike Geisel, Director of Public Services
Kim Streicher, Civil Engineer
John Huskey, Senior Engineering Construction Inspector



111 Schilling RD.
Hunt Valley, MD 21031

Kelly Engel
Senior Claim Representative
Bond & Financial Products Claim
Phone: (443) 353-2095
Fax: (800) 357-8516
mail: KENGEL@travelers.com

EXHIBIT

7

RECEIVED
City of Chesterfield

JUN 27 2013

Department of Public Services

June 27, 2013

Chesterfield, City Of
690 Chesterfield Parkway W.
CHESTERFIELD, MO 63017
Attn: Almee E. Nassif

Re: St. Paul Fire and Marine Insurance Company
Our File No.: 111-SC-S1310233-NR
Bond No.: 051-SB-SV6997
Principal: Greater Midwest Builders, LTD
Obligee: Chesterfield, City Of
Project: Lake to be restored to Preconstruction Conditions - Chesterfield Hollow

Dear Ms. Nassif:

The Surety hereby acknowledges receipt of your correspondence dated June 20, 2013 alleging Greater Missouri Builders has failed to complete certain improvements under the conditions of Letter of Credit 1832, and advising the Principal that you are calling on the above-referenced bond. To facilitate our independent investigation of this matter, we ask that you please provide us with copies of the following information and documentation, as well as any other documentation you feel would assist us in our investigation of your claim.

1. A copy of the Letter of Credit 1832, as referenced in your correspondence.
2. A complete copy of the final documents secured by the Bond, to include agreements between Obligor and Principal, any restoration and/or preconstruction improvement agreements, plans, amendments and any modifications thereto, copies of all general and special provisions, technical provisions, specifications, drawings, schedules, plans and permits, and any and all amendments or addenda thereto (hereinafter referred to as the "Agreement")
3. Copies of any and all notices to Principal or Surety, including notices of demand, notices of default, or other notices provided or required by statute or otherwise in connection with the Agreement. Please include an outline for the basis of any alleged default and provide all supporting documentation.
4. Copies of all correspondence or communications between Obligor (or its representatives) and the Owner or the Principal regarding the project, the Agreement or the Bond.
5. A detailed written punch list of the work you believe remains to be performed to complete the obligations of the Principal, including a copy of the last issued punch list.
6. All engineer's estimates in connection with the project, including a line item schedule utilized to determine the penal sum of the bond, as well as estimated cost to complete to correct the work by line item, and copies of all bids and/or estimates that have been obtained in connection with the alleged remaining scope of work.
7. Copies of inspection reports prepared by you during the course of the project and copies of all meeting minutes for meetings held between Obligor, Owner or Principal

***** Our toll-free number is 800-842-8496 *****
If possible, please send future communications and documents concerning this claim via email to KENGEL@travelers.com Please include the claim number in the subject line. (Please note that in certain cases we may still request original documents).

Rev 05/13/11

C-61

Travelers

June 27, 2013

Page 2

8. Copies of all extensions of time requested on the project, to include extensions of time that have been granted or are pending or denied.
9. Please state whether a request has been made and/or approved to reduce or replace the Bond, and provide all correspondence related thereto.
10. Copies of any certificates issues in connection with the project (i.e., compliance or completion related)
11. All documents that relate to any deposits made to the Obligor or any utility provider by the Principal, or anyone else in connection with the project, including the specific amounts of same, as well as requests for a whole or partial refund of deposits to the Principal.

Although we expect that the items you furnish will provide us with valuable information regarding this matter, our inquiry is not limited to those items. Our purpose in requesting information from you is to develop a complete understanding of the circumstances surrounding your correspondence and your intentions. As such, if other information or documents exist which you feel would assist us in our evaluation of this matter, we ask that you furnish that information as well. In the interim, we will correspond with Principal to gain an understanding of its position.

This correspondence and all prior or subsequent communications and/or investigative efforts are made with the express reservation of all rights and defenses which the Surety or Principal has or may have at law, equity or under the terms and provisions of the bond and contract documents.

This reservation includes, without limitation, defenses which may be available under any applicable notice and suit limitation provisions. Subject to this strict and continuing reservation, we look forward to hearing from you.

Sincerely,



Kelly D. Engel
Senior Claim Representative

/dm

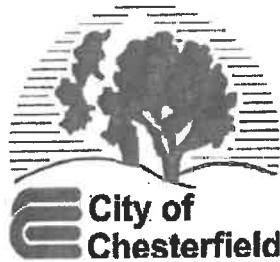
Enclosure

cc: Greater Midwest Builders
Bill Knoblauch, TRV

***** Our toll-free number is 800-842-8496 *****
If possible, please send future communications and documents concerning this claim via email to KENGEL@travelers.com Please include the claim number in the subject line. (Please note that in certain cases we may still request original documents).

Rev 03/13/11

C-51



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

October 25, 2013

Daniel Barnard
Greater Midwest Builders
1551 Wall St. Suite 220
St. Charles, MO 63303

Via Email and US Mail

RE: Lake Protection Bond-Brunhaven Development

The City of Chesterfield has received the post construction survey for the Brunhaven Development submitted to the Department on October 7, 2013. Review of the post construction survey indicates that the area of the Green Trails Lake subject to discharge from your development site has excessively silted in during the period of construction activity.

As agreed upon and required in the Lake Protection Bond (Bond Number SV6997) signed by Greater Missouri Builders on March 14, 2006, and as required by City Code Chapter 12-21 it is your responsibility to restore the lake to pre-construction conditions within three (3) months of submittal of the post construction survey to the Department. Failure to do so will result in forfeiture of the Lake Protection Bond.

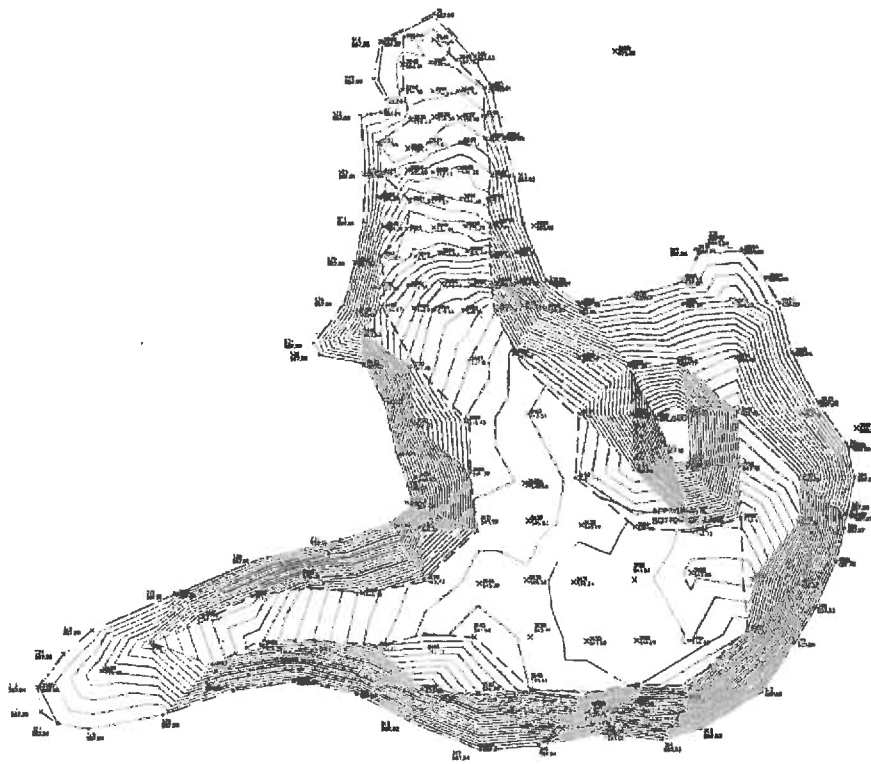
If you have any questions regarding this, you may contact me directly at 636.537.4745 or via email at anassif@chesterfield.mo.us

Sincerely,

Aimee E. Nassif, AICP
Planning and Development Services Director
Cc: Lisa Johnson, Smith Amundsen LLC, 120 S. Central, Ste 700, St. Louis, MO 63105
Mike Geisel, Director of Public Services
Rob Heggie, City Attorney
Kim Streicher, Civil Engineer
Reading file

TOPOGRAPHICAL SURVEY

OF THE LAKE DOWNSTREAM OF CHESTERFIELD HOLLOW
A TRACT OF LAND BEING WITHIN U.S. SURVEY 120,
TOWNSHIP 45 NORTH, RANGE 4 EAST
ST. LOUIS COUNTY, MISSOURI



TOPOGRAPHICAL SURVEY - DATA
FROM JUNE, 2007

RECEIVED
City of Chesterfield
OCT - 7 2008
Department of Public Services

ST. CHARLES ENGINEERING & SURVEYING, INC.
ONE S. PAPER STREET, SUITE 202
ST. LOUIS, MISSOURI 63103
TEL: 314.947.0000 FAX: 314.947.0000

S C E S

ORDER NO.
00-0000

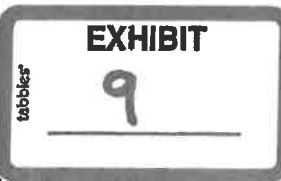
DATE
09/25/08

1



111 Schilling RD.
Hunt Valley, MD 21031

Ahmad Naseem
Claim Representative
Bond & Financial Products Claim
Mail Code: 9265
Phone: (443) 353-2111
Fax: (800) 357-8516
Email: ANASEEM@travelers.com



November 8, 2013

Aimee E Nassif
Chesterfield, City Of
690 Chesterfield Parkway W.
CHESTERFIELD, MO 63017

Re:	St. Paul Fire and Marine Insurance Company
Our File No.:	111-SC-S1310233-NR
Bond No.:	051-SB-SV6997
Principal:	Greater Midwest Builders, LTD ("GMB")
Obligee:	Chesterfield, City Of (the "City")
Project:	Lake to be restored to Preconstruction Conditions - Chesterfield Hollow

Dear Ms. Nassif:

In your correspondence of June 20, 2013, you alleged that GMB failed to perform certain subdivision improvements related to the Brunhaven development (the "Development"). In addition, you also called on the Lake Protection Bond (Bond Number SV6997), alleging that the work related to the lake has not been completed as required and guaranteed in the Bond and contract documents. The City has demanded the full amount of the Letters of Credit totaling \$239,744.76 and the Lake Protection Bond totaling \$100,000.

In an effort to further our investigation of this matter, St. Paul Fire and Marine Insurance Company ("Travelers") requested that the City provide certain documentation and information in support of its allegations. While we have received some of the documents we have requested, we have not received the Developer Agreement or any information or documentation as to what, specifically, work remains to be completed under the original bonded contract, what issues there are with the lake (Chesterfield Hollow) or how the Principal failed to restore the lake to preconstruction conditions. We have also not received any information or certified statements from the City Engineer estimating the costs to complete the remaining outstanding bonded contract work or costs and expenses to the City arising out of the alleged failure of Greater Midwest Builders to complete certain subdivision improvement at the Brunhaven development.

As such, it is questionable as to whether Travelers' obligations under the Performance Bond have arisen. Accordingly, Travelers is not in a position to take any action requested in your letter, or those specified in the Site Completion/Performance Bond, and we respectfully decline to do so at this time.

Notwithstanding the above, our Principal has responded to our inquiries regarding the circumstances surrounding this matter. According to GMB, 1) it has performed all of its obligations with regard to the Development, 2) GMB did not agree to certain subdivision improvements requested by the City, and 3) GMB is not otherwise required to make the improvements which the City now requests. It is GMB's position that it has caused no damage to the lake and contends that no rehabilitation of the lake is required by GMB because it performed all of its obligation with regard to siltation control.

***** Our toll-free number is 800-842-8496 *****

If possible, please send future communications and documents concerning this claim via email to ANASEEM@travelers.com Please include the claim number in the subject line. (Please note that in certain cases we may still request original documents).

Travelers

November 8, 2013

Page 2

If the City would like for Travelers to continue its independent investigation of your allegations, we would request that you please provide the documentation and information requested in our prior communications and herein.

This correspondence and all prior or subsequent communications and/or investigative efforts are made with the express reservation of all rights and defenses which St. Paul Fire and Marine Insurance Company or Greater Midwest Builders, LTD has or may have at law, equity or under the terms and provisions of the bond and contract documents. This reservation includes, without limitation, defenses which may be available under any applicable notice and suit limitation provisions.

Sincerely,



Ahmad Naseem

cc: Greater Midwest Builders, LTD – via electronic mail only
Smith Amundsen – via electronic mail only

***** Our toll-free number is 800-842-8496 *****
If possible, please send future communications and documents concerning this claim via email to ANASEEM@travelers.com Please include the claim number in the subject line. (Please note that in certain cases we may still request original documents).

Rev 02/11/12

C-83a



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

May 15, 2014

Daniel Barnard
Greater Midwest Builders
1551 Wall St. Suite 220
St. Charles, MO 63303

Ahmad Nasseem
Travelers Insurance
111 Schilling Road
Hunt Valley, Maryland 21031

Re: City of Chesterfield Claim Against St. Paul Fire and Marine Insurance Company
Your File: 111-SC-S1310233-NR
Bond No.: 051-SB-SV6997
Principal: Greater Missouri Builders, LTD
Obligee: City of Chesterfield, Missouri
Project: Lake Restoration-Chesterfield Hollow

Dear Mr. Naseem:

On October 7, 2013 the City of Chesterfield received the post-construction survey of the lake that is the subject of the above referenced bond. A copy of the survey is enclosed. It shows that the lake that was to be protected during the construction of Brunhaven development has been excessively silted in during the period of construction activity. The silt is deepest in the area near the storm water runoff discharge pipe for the Brunhaven development.

On October 25, 2013 the City of Chesterfield directed Greater Missouri Builders to restore the lake to pre-construction conditions within three months. A copy of this letter is attached. To date no response has been had from Greater Missouri Builders and no work to restore the lake has been done.

The Site Completion/Performance Bond that St. Paul Fire and Marine Insurance Company is the surety for is in the penal sum of \$ 100,000.00. Please consider this letter as the City's formal demand that St. Paul Fire and Marine Insurance Company make full payment of the penal sum of the bond in the amount of \$ 100,000.00 to the City of Chesterfield.

The City had previously demanded this sum in a letter dated August 6, 2013. St. Paul Fire and Marine Insurance, through Travelers, replied on August 19, 2013 indicating that it was going to review the documents sent in by the City of Chesterfield with the principal, Greater Missouri Builders and also conduct an independent investigation.

The City of Chesterfield has received no information or indication that St. Paul Fire and Marine Insurance Company has conducted an investigation or done anything.

Please be advised that unless payment is received, in the amount of \$ 100,000.00, within the next thirty days, the City of Chesterfield will have to file suit against St. Paul Fire and Marine Insurance Company.

Sincerely,

A handwritten signature in cursive script, appearing to read "Aimee Nassif".

Aimee E. Nassif, AICP
Planning and Development Services Director

Cc: Lisa Johnson, Smith Amundsen LLC, 120 S. Central, Ste 700, St. Louis, MO 63105
Michael Herring, City Administrator
Rob Heggie, City Attorney
Mike Geisel, Director of Public Service
Kim Streicher, Civil Engineer
Reading file

TRAVELERS

111 Schilling RD.
Hunt Valley, MD 21031

Ahmad Naseem
Claim Representative
Bond & Financial Products
Mail Code: 9265
Phone: (443) 353-2111
Fax: (800) 357-8516
Email: ANASEEM@travelers.com

EXHIBIT

11

RECEIVED
City of Chesterfield

JUN - 9 2014

Department of Public Services

June 4, 2014

Aimee E Nassif
City Of Chesterfield
690 Chesterfield Parkway W.
CHESTERFIELD, MO 63017-0760

Re: St. Paul Fire and Marine Insurance Company
Our File No.: 111-SC-S1310233-NR
Bond No.: 051-SB-SV6997
Principal: Greater Midwest Builders, LTD ("GMB")
Obligee: Chesterfield, City Of (the "City")
Project: Lake to be restored to Preconstruction Conditions - Chesterfield Hollow

Dear Ms. Nassif:

This will acknowledge receipt of your correspondence dated May 15, 2014 in connection with the above captioned matter, which included a copy of a post-construction survey as well as the City of Chesterfield's correspondence of October 25, 2013 to Greater Midwest Builders directing them to restore the lake to pre-construction conditions.

Attached is a copy of Travelers' letter dated November 8, 2013 to the City of Chesterfield setting forth its disposition in response to the claim. In an effort to further our investigation of this matter, Travelers requested that the City provide certain documentation and information in support of its allegations. To date, the Surety has not received sufficient information necessary for our investigation. If the City would like for Travelers to continue its independent investigation of your allegations, we would request that you please provide the documentation and information requested in our prior communications.

This correspondence and all prior or subsequent communications and/or investigative efforts are made with the express reservation of all rights and defenses which St. Paul Fire and Marine Insurance Company or Greater Midwest Builders, LTD has or may have at law, equity or under the terms and provisions of the bond and contract documents. This reservation includes, without limitation, defenses which may be available under any applicable notice and suit limitation provisions.

Sincerely,



Ahmad Naseem

Enclosure

***** Our toll-free number is 800-842-8496 *****
If possible, please send future communications and documents concerning this claim via email to ANASEEM@travelers.com Please include the claim number in the subject line. (Please note that in certain cases we may still request original documents).

Rev 02/11/12

C-83a

Travelers

June 4, 2014

Page 2

**cc: Greater Midwest Builders, LTD – via electronic mail only
Smith Amundsen – via electronic mail only**

******* Our toll-free number is 800-842-8496 *******
If possible, please send future communications and documents concerning this claim via email to ANASEEM@travelers.com. Please include the claim number in the subject line. (Please note that in certain cases we may still request original documents).

Rev 02/11/12

C-03a



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

June 23, 2014

Ahmad Nasseem
Travelers Insurance
111 Schilling Road
Hunt Valley, Maryland 21031

Daniel Barnard
Greater Missouri Builders
1551 Wall St, Suite 220
St. Charles, MO 63303

Re: City of Chesterfield Claim Against St. Paul Fire and Marine Insurance Company
Your File: 111-SC-S1310233-NR
Bond No.: 051-SB-SV6997
Principal: Greater Missouri Builders, LTD
Obligee: City of Chesterfield, Missouri
Project: Lake Restoration-Chesterfield Hollow

Dear Mr. Naseem:

The City of Chesterfield has received your letter, dated June 9, 2014, requesting information pertaining to the obligation of Greater Midwest Builders, LTD d/b/a Greater Missouri Builders, to bring the lake to preconstruction conditions once construction of the Brunhaven Development (previously known as the Chesterfield Hollow Development) was complete. Most of the information St. Paul Fire and Marine Insurance Company requested in the letter you reference of November 8, 2013 was supplied in a letter, dated August 6, 2013 to Kelly Engel from the City of Chesterfield. Greater Midwest Builders, LTD provided the City of Chesterfield with copies of pre and post construction lake surveys which they had completed. As such, you should have a copy of both documents already, however an additional copy of each is provided herein. St. Paul Fire and Marine Insurance Company and Travelers have all the information needed to complete investigation of this claim and their continued refusal to finish this investigation and tender the bond funds is vexing to the City of Chesterfield and will lead to litigation.

The November 8, 2013 letter asks for certified statement or estimates from the City Engineer regarding the costs and expenses to complete the work. Our review of the Site Completion/Performance Bond shows that no such statements or estimates are required. Please let me know if St. Paul Fire and Marine Company believes that this bond has such a requirement.

I also note that this bond is a "penal bond" and accordingly, under Missouri law, the entire bond sum is due when performance is deficient.

Please accept this letter again as the City of Chesterfield's final claim and demand for the entire bond \$ 100,000.00. If St. Paul Fire and Marine Insurance Company and Travelers will not satisfy this obligation, please advise so that our City Attorney can be engaged to file a court case to enforce the City's rights in this matter. Please be advised that unless payment is received, in the amount of \$ 100,000.00, within the next thirty days, the City of Chesterfield will have to file suit against St. Paul Fire and Marine Insurance Company.

Sincerely,

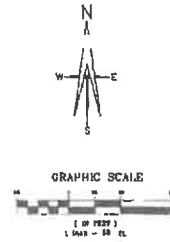
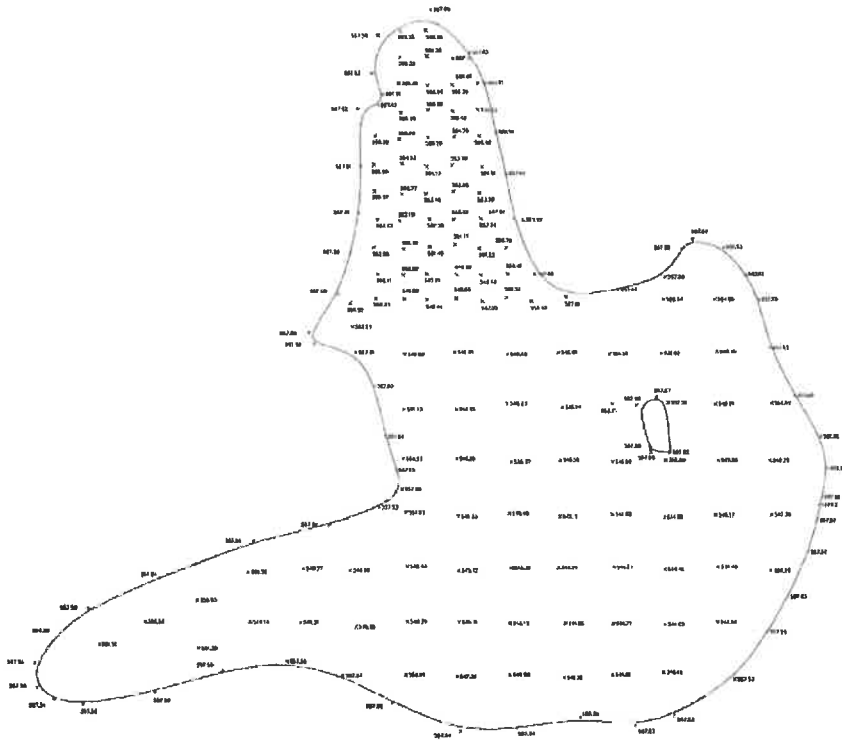


Aimee E. Nassif, AICP
Planning and Development Services Director

Cc: Lisa Johnson, Smith Amundsen LLC, 120 S. Central, Ste 700, St. Louis, MO
63105
Michael Herring, City Administrator
Rob Heggie, City Attorney
Mike Geisel, Director of Public Service
Kim Strelcher, Civil Engineer
Reading file

TOPOGRAPHICAL SURVEY

OF THE LAKE DOWNSTREAM OF CHESTERFIELD HOLLOW
A TRACT OF LAND BEING WITHIN U.S. SURVEY 120,
TOWNSHIP 45 NORTH, RANGE 4 EAST
ST. LOUIS COUNTY, MISSOURI



ST. CHARLES ENGINEERING & SURVEYING, INC.
601 S. FIFTH STREET, SUITE 202
ST. CHARLES, MO 63301
TEL: (636) 947-2449 FAX: (636) 947-2448

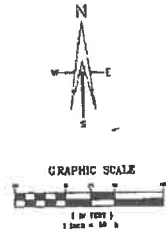
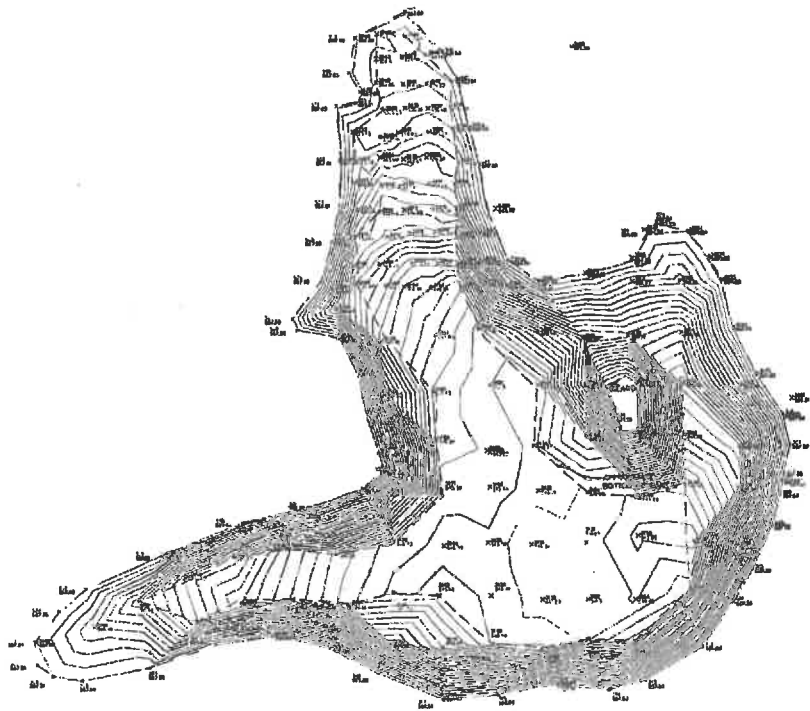
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ORDER NO.
M-1076
DATE
10/25/02

1

copy.
08/22/11 IN
ID 411 E

TOPOGRAPHICAL SURVEY OF THE LAKE DOWNSTREAM OF CHESTERFIELD HOLLOW A TRACT OF LAND BEING WITHIN U.S. SURVEY 120, TOWNSHIP 45 NORTH, RANGE 4 EAST ST. LOUIS COUNTY, MISSOURI



TOPOGRAPHICAL SURVEY - DATA
FROM AUG. 2007

RECEIVED
City of Chesterfield
001 - 7 300
Department of Public Services

ST. CHARLES ENGINEERING & SURVEYING, INC.
101 S. CHATELAIN BLVD.
ST. CHARLES, MO 63041
TEL: 636.885.9400 FAX: 636.885.9400

SIC

ORDER NO.
DATE
10/28/08



111 Schilling RD.
Hunt Valley, MD 21031

Ahmad Naseem
Claim Representative
Bond & Financial Products
Mail Code: 9265
Phone: (443) 353-2111
Fax: (800) 357-8516
Email: ANASEEM@travelers.com

EXHIBIT

13

RECEIVED
City of Chesterfield

AUG - 4 2014

Department of Public Services

July 31, 2014

Aimee E Nassif
City Of Chesterfield
690 Chesterfield Parkway W.
CHESTERFIELD, MO 63017-0760

Re:	St. Paul Fire and Marine Insurance Company
Our File No.:	111-SC-S1310233-NR
Bond No.:	051-SB-SV6997
Principal:	Greater Midwest Builders, LTD ("GMB")
Obligee:	City of Chesterfield (the "City")
Project:	Lake to be restored to Preconstruction Conditions - Chesterfield Hollow

Dear Ms. Nassif:

This will acknowledge receipt of your correspondence dated June 23, 2014 and July 17, 2014 in connection with the above captioned matter, which included a copy of pre and post construction lake surveys that Greater Midwest Builders had completed and provided to the City of Chesterfield.

In your correspondence you state that the bond is a "penal bond" and accordingly, under Missouri law, the entire bond sum is due when performance is deficient. We have researched the Missouri Statutes in reference to forfeiture of the bond penalty when performance is deficient and we have found no law that provides that the bond penalty is forfeited when performance is deficient. If you have statutory authority, case law or other documentation that would evidence that the penal sum is forfeited when performance is deficient under this bond form, please provide same to the undersigned for review and consideration.

In addition, while we have received some of the documents we have requested from the City of Chesterfield, we have not received the Developer Agreement or any information or documentation as to what, specifically, work remains to be completed under the original bonded contract, what issues there are with the lake or how the Principal failed to restore the lake to preconstruction conditions, all as alleged by the City.

The City of Chesterfield has demanded that Travelers issue payment of the penal sum of the bond to resolve alleged siltation issues at the Lake. Pursuant to our investigation, we note that the Development was completed in 2006 and that the Lake is downstream from other surrounding developments and is one of four drainage swales drain that lead to the Lake. In addition, the City has not provided documentation and/or information evidencing that our Principal has failed restore the Lake to its preconstruction conditions or that it failed to have the proper siltation controls in place during its construction activity at the Brunhaven Development. More specifically, the City has failed to demonstrate that there are siltation problems in the Lake, that GMB caused actual damage or negative impact to the Lake, and that if there are, in fact, issues with the Lake that it occurred as a result of work performed at the Development by GMB.

***** Our toll-free number is 800-842-8496 *****

If possible, please send future communications and documents concerning this claim via email to ANASEEM@travelers.com Please include the claim number in the subject line. (Please note that in certain cases we may still request original documents).

Travelers

July 31, 2014

Page 2

As such, it does not appear that Travelers' obligations under the Performance Bond have arisen and therefore we must respectfully decline your demand for the penal sum of the Bond.

This correspondence and all prior or subsequent communications and/or investigative efforts are made with the express reservation of all rights and defenses which St. Paul Fire and Marine Insurance Company or GMB has or may have at law, equity or under the terms and provisions of the bond and contract documents. This reservation includes, without limitation, defenses which may be available under any applicable notice and suit limitation provisions.

Sincerely,



Ahmad Naseem

Enclosure

cc: Greater Midwest Builders, LTD – via electronic mail only
Smith Amundsen – via electronic mail only

***** Our toll-free number is 800-842-8496 *****
If possible, please send future communications and documents concerning this claim via email to ANASEEM@travelers.com Please include the claim number in the subject line. (Please note that in certain cases we may still request original documents).

Rev 02/11/12

C-03a



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

March 10, 2015

Ahmad Nasseem
Travelers Insurance
111 Schilling Road
Hunt Valley, Maryland 21031

Daniel Barnard
Greater Missouri Builders
1551 Wall St, Suite 220
St. Charles, MO 63303

Re: City of Chesterfield Claim Against St. Paul Fire and Marine Insurance Company
Your File: 111-SC-S1310233-NR
Bond No.: 051-SB-SV6997
Principal: Greater Missouri Builders, LTD
Obligee: City of Chesterfield, Missouri
Project: Lake Restoration-Chesterfield Hollow

Dear Mr. Naseem:

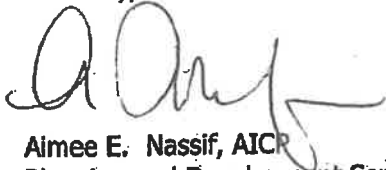
We reviewed your letter of July 31, 2014 and have also received a bid to complete the lake restoration work. We remain unclear as to why St. Paul Fire and Marine Insurance Company continues its practice of asking for the same documents and information that have been previously supplied.

Please see my letter to Kelly Engel, dated August 6, 2013 as well as our subsequent correspondence with you for the documents you asked for in your July 31, 2014 letter.

We have received a bid for lake restoration work and with the City's costs to bid and monitor the contract the total costs are \$ 111,100.37. This exceeds the amount of the bond. This bid and the City's worksheet are attached.

Please remit the full amount of the penal bond, \$ 100,000.00 to the City of Chesterfield by April 10, 2015. If this payment is not received by April 10, 2015, the City Attorney will seek authority from the City Council to file suit against St. Paul Fire and Marine Insurance Company for Breach of Contract and Vexatious Refusal To Pay.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Aimee Nassif', with a stylized flourish at the end.

Aimee E. Nassif, AICP
Planning and Development Services Director

Cc: Lisa Johnson, Smith Amundsen LLC, 120 S. Central, Ste 700, St. Louis, MO 63105
Michael Herring, City Administrator
Rob Heggie, City Attorney
Mike Gelsel, Director of Public Service
Chris Krueger, Civil Engineer
Reading file



854 Lone Star Dr.
O'Fallon, MO 63366

SOIL EXCAVATION
ANY DEPTH
EASING

Phone: 636-978-3478
Fax: 636-978-3473

PROPOSAL FORM

Proposal Submitted To: Christopher Krueger, PE
Civil Engineer, City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO

Date: 08/22/14

Job Name: Chesterfield Lake Excavation

Phone Number: 636-537-4769

Location: 14560 Ladue Road

Engineer: SCES
Date of Plans: 10/25/02
Addenda: None

Preliminary budget proposal for labor, equipment and materials to complete the following work:

Quantity	Unit	Description	Unit Price	Total
1.00	LS	Mobilization	\$2,500.00	\$2,500.00
1.00	LS	Traffic Control	\$10,000.00	\$10,000.00
1.00	LS	De-Watering	\$5,000.00	\$5,000.00
1.00	LS	Cleaning & Grubbing	\$12,000.00	\$12,000.00
1.00	LS	Construction Access	\$15,000.00	\$15,000.00
700.00	CY	Silt Removal	\$30.00	\$21,000.00
1.00	LS	Street Cleaning	\$4,000.00	\$4,000.00
1.00	LS	Site Restoration	\$7,000.00	\$7,000.00

EXCLUDES: Bond / Layout / Permits / Testing
Rock Excavation / Soil Remediation
Repair / Replace Existing Pavement / Curb / Sidewalk

We propose to complete the above work for the sum of:
(Net 30)

\$76,500.00

Kuesel Excavating Co., Inc.

Mark Wilson
Mark Wilson

All work to be completed in a workmanlike manner according to standard practices. Any deviation from the above specifications involving extra costs will result in an extra charge over and above the proposal amount. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Proposal may be withdrawn if not accepted within 60 days.

NOTICE TO OWNER: Failure to pay contractors supplying material or services to complete this contract can result in the filing of a Mechanic's Lien on the property which is the subject of this contract pursuant to Chapter 429 RSMo. To avoid this result you may ask this contractor for "Lien Waivers" from all persons supplying material or services for the work described in this contract. Failure to secure Lien Waivers may result in your paying for labor and materials twice.

ACCEPTANCE OF PROPOSAL: The above quotation is acceptable and you are hereby authorized to proceed.

SIGNATURE: _____

SIGNATURE: _____
(Return one signed copy)

DATE OF ACCEPTANCE: _____

September 11, 2014

Ladue Road and Minitree Court Lake Dredge Estimate

Dredge 6" of silt in Northwest corner of Lake
as dictated by Pre and Post Brunhave Construction Survey

	Unit	Quantity	Unit Price	Extended Cost:	Comments
Project Management					
Assemble Bid Book	HR	80	\$ 43.60	\$ 3,488.00	Unit Price of \$43.60 is based on a Civil Engineer's Hourly Rate
Questions/visits/coordination during Construction	HR	40	\$ 43.60	\$ 1,744.00	
Working with trustees	HR	10	\$ 43.60	\$ 436.00	
Contracts negotiation	HR	10	\$ 43.60	\$ 436.00	
Pre-construction prep and meeting	HR	4	\$ 43.60	\$ 174.40	
Bid opening and recommendation memo	HR	2	\$ 43.60	\$ 87.20	
MOG69 permit from MODNR	HR	20	\$ 43.60	\$ 872.00	
404/401 permit from Corp	HR	20	\$ 43.60	\$ 872.00	
Cost to advertise for bids	LS	1	\$ 1,500.00	\$ 1,500.00	Advertise in St. Louis Business Journal and Missouri Lawyers Media
Mileage	MI	69	\$ 0.56	\$ 38.64	Miles driven back and forth to project site 15 times at the federal reimbursement rate of \$0.56 per mile

Project Management Costs \$ 9,648.24

Construction

Dredging Contract	LS	1	\$ 76,500.00	\$ 76,500.00	Remove 6" of sediment resulting in approximately 700 CF. (55' x 172' x 2') Large Equipment to be used and portion of lake needs to be damed and drained.
Construction Inspection	HR	60	\$ 40.59	\$ 2,435.40	Unit Price of \$40.59 is based on a Construction Inspector's Hourly Rate
Post Dredging Survey	LS	1	\$ 4,000.00	\$ 4,000.00	This is cost is based on an estimate from St. Charles Engineering to complete a Post Dredging Survey

Construction Costs \$ 82,935.40
Contingency (20%) \$ 18,516.73
Total Project Estimate \$ 111,100.37



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

August 1, 2016

Michael E. Wilson
Greensfelder, Hemker & Gale, P.C.
10 South Broadway, Ste. 2000
St. Louis, MO 63102

RE: City of Chesterfield V. Travelers

Dear Mr. Wilson:

Thank you for returning the fully executed Settlement & Mutual Release agreement for the referenced concern. Per your request, this correspondence shall serve as acknowledgement of our receipt of the executed agreement.

If you have any questions or require additional materials, please let me know.

Sincerely,

Mike Geisel, P.E.
Interim Co-City Administrator

Enclosure

Cc Chris Graville, Interim City Attorney

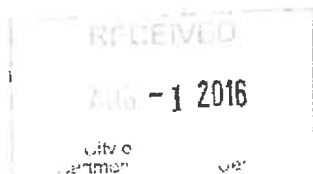


Greensfelder, Hemker & Gale, P.C.
10 South Broadway, Ste. 2000
St. Louis, MO 63102

T: 314-241-9090
F: 314-241-8624
www.greensfelder.com

Chicago Office:
200 West Madison St., Ste. 2700
Chicago, IL 60606
T: 312-419-9090

Belleville Office:
12 Wolf Creek Dr., Ste. 100
Belleville, IL 62226
T: 618-257-7308



Michael E. Wilson
Direct Dial: (314) 516-2680
Facsimile: (314) 345-5467
E-Mail: mew@greensfelder.com

July 28, 2016

Mr. Michael Geisel
City of Chesterfield
City Hall
690 Chesterfield Parkway West
Chesterfield, MO 63017-0760

Re: City of Chesterfield v. Travelers

Dear Mr. Geisel:

I have been in communication today with Chris Graville who indicated he is on vacation. He asked me to forward the fully executed Settlement & Mutual Release Agreement to your attention. Accordingly, please find the Agreement enclosed.

I would appreciate it if you would kindly acknowledge receipt of this letter and the Agreement.

Very truly yours,

GREENSFELDER, HEMKER & GALE, P.C.

By

Michael E. Wilson

MEW/jmb
Enclosure

cc: Ahmad Naseem



1612615

SETTLEMENT & MUTUAL RELEASE AGREEMENT

This Settlement & Mutual Release Agreement ("Agreement") is made and entered into effective as of the 28th day of July, 2016 by and between the **City of Chesterfield, Missouri** ("City"), a municipal corporation, and **Travelers Casualty and Surety Company of America** ("Travelers"), a corporation which does, among other business, surety business.

WITNESSETH:

WHEREAS, in 2001, THM II, LLC ("THM") commenced steps toward the development of a subdivision in the City of Chesterfield known as Chesterfield Hollow;

WHEREAS, in connection with the development of Chesterfield Hollow, THM, as principal, and St. Paul Fire and Marine Insurance Company ("St. Paul"), as surety, issued a bond captioned "Site Completion/Performance Bond" dated November 21, 2001 in which the penal sum was stated as \$100,000.00, the City was named the obligee, and the bond terms referred to restoring a certain lake (i.e., Green Trails Lake and hereinafter referred to as the "Lake") to preconstruction conditions;

WHEREAS, in 2005, Greater Missouri Builders, Inc. ("GMB") became developer of the same subdivision property, and the name of the subdivision was changed to Brunhaven;

WHEREAS, GMB, as principal, and St. Paul, as surety, issued a Bond Rider dated March 16, 2006 which referenced the bond dated November 21, 2001 and changed the principal to GMB and also changed the reference to the subdivision to Brunhaven;

WHEREAS, the bond dated November 21, 2001 and the Bond Rider dated March 16, 2006 are referred to as the "Bond";

WHEREAS, the City claims GMB failed to restore the Lake to preconstruction conditions, and accordingly made a claim against the Bond;

WHEREAS, according to Travelers, Travelers is the successor-in-interest to St. Paul;

WHEREAS, Travelers denied the claim against the Bond;

WHEREAS, on August 6, 2015, the City filed a two-count Petition against St. Paul and Travelers in the St. Louis County Circuit Court, seeking damages of \$100,000.00, interest and costs of court as well as damages for the claimed vexatious failure to pay the claim against the Bond (the "Claims");

WHEREAS, St. Paul and Travelers removed that state court action to the United States District Court for the Eastern District of Missouri, and the case in federal court was styled *City of Chesterfield, Missouri vs. Travelers Casualty and Surety Company of America and St. Paul Fire and Marine Insurance Company*, Civil Action No. 4:15-cv-01670 (the "Federal Court Action") and assigned to District Judge Shaw;

WHEREAS, St. Paul and Travelers filed pleadings in the Federal Court Action denying liability to the City and raising several defenses to the City's claims against St. Paul and Travelers;

WHEREAS, Judge Shaw ordered the parties to mediation;

WHEREAS, the parties, with the aid of Thomas Blumenthal, mediator, mediated the City's Claims on April 19, 2016 during which the parties reached a settlement, subject to approval of the City's Council and subject to further documentation of the settlement by counsel for the respective parties; and

WHEREAS, this Settlement and Mutual Release Agreement is intended to memorialize the terms and conditions of the parties' full and complete settlement.

NOW THEREFORE, in consideration of the mutual promises and the covenants herein set forth and for other good and valuable consideration, which each of the Parties does hereby acknowledge, the Parties do hereby agree as follows:

1. Within thirty (30) days of the approval of an ordinance approving this Settlement Agreement by the City, Travelers shall deliver to City's attorney, by means of a good and sufficient check payable to the City, the sum of **Seventy-Five Thousand Dollars (\$75,000.00)** in full settlement (the "Settlement Amount"). The City's attorney for this matter is Christopher Graville, Chesterfield City Attorney of The Graville Law Firm, LLC, 130 South Bemiston, Suite 700, St. Louis Missouri 63105, and Harold V. O'Rourke; Stewart, Mittleman & O'Rourke, LLC, 222 South Central Avenue, Suite 202, St. Louis, Missouri 63105-3575. The check for the Settlement Amount will be a sole payee check **made payable to the order of "The City of Chesterfield, Missouri"**, and there is no requirement to make the City's attorney(s) in this matter a co-payee on the check for the Settlement Amount.

2. Effective upon the City's collection of the Settlement Amount, the City fully, completely and forever waives, relinquishes, releases and renounces any and all claims (including the Claims), causes of action and demands of any kind or nature which the City now has, or may have had, or may in the future have, St. Paul or Travelers, or against any either surety's respective officers, agents, employees, insurers, attorneys, successors and assigns, relating to the Bond or the restoration of the Lake to preconstruction conditions, regardless of whether the claim, cause of action or demand sounds in breach of a contract, negligence or breach of a duty imposed by statute, or arises from common law or otherwise, and regardless whether the damages are said to be actual, special, incidental, consequential or punitive

3. Effective upon the City's collection of the Settlement Amount, Travelers, on behalf of itself and on behalf of St. Paul by virtue of Travelers being St. Paul's successor-in-interest fully, completely and forever waives, relinquishes, releases and renounces any and all claims, causes of action and demands of any kind or nature which either Travelers or St. Paul now has, or may have had, or may in the future have against the City or against any one or more of City's officials, agents, employees, insurers, attorneys, successors and assigns, arising out of

or relating to the Bond or the restoration of the Lake to preconstruction conditions, regardless of whether the claim, cause of action or demand sounds in breach of a contract, negligence or breach of a duty imposed by statute, or arises from common law or otherwise, and regardless whether the damages are said to be actual, special, incidental, consequential or punitive.

4. The foregoing release in paragraph 3 shall not operate to release, impair or diminish any claim, cause of action or demand that Travelers or St. Paul may have against any one or more indemnitors on the indemnity agreement signed by St. Paul, GMP and others, nor shall that release operate to release, impair or diminish any claim, cause of action or demand that Travelers or St. Paul may have for equitable indemnity against either principal on the Bond.

5. In no event shall the releases set forth in paragraphs 2 and 3 above be construed to waive a claim or cause of action arising from a breach of the terms of this Settlement Agreement.

6. Effective upon the City's collection of the Settlement Amount, the City will cause its attorneys in the Federal Court Action and Travelers will cause its attorneys in the Federal Court Action (acting on behalf of Travelers and St. Paul) to sign and file a memorandum with the Federal Court whereby the City's claims against Travelers and St. Paul are dismissed with prejudice, with each party bearing its own costs and attorneys' fees.

7. The parties acknowledge that the Claims were disputed. This Settlement Agreement represents a compromise of this disputed matter between the parties, and the considerations set forth herein, including the mutual promises and agreements, are not to be construed as an admission against interest or an admission of liability on the part of any party to the Federal Court Action.

8. This Settlement Agreement contains the entire agreement between the parties and the terms hereof are contractual and not merely a recital.

9. This Settlement Agreement is binding upon the parties and their respective agents, representatives, successors, and assigns.

10. This Settlement Agreement is deemed to be the joint work product of the parties, and their respective attorneys, and in the event of any ambiguity herein, no inference shall be drawn against any particular party by reason of document preparation or terms proposed or suggested by that party or its attorneys.

11. Each of the parties represents and warrants to the other party to this Agreement that the party has not assigned or otherwise transferred a demand, claim (including any of the Claims), or cause of action that party had or may have had against the other party relating to the Bond or efforts intended toward restoration of the Lake to preconstruction conditions.

12. Each of the parties represents and warrants to the other party that the party has taken the time to carefully understand and does understand the terms and conditions of this Settlement & Mutual Release Agreement, and has had access to the party's attorney-at-law to

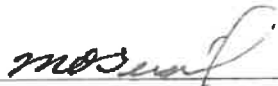
address any questions the party may have concerning the terms and conditions of this Agreement.

13. Contemporaneous with the delivery of the City's signed counterpart of this Agreement to Travelers, the City shall also deliver a true copy so attested by the Chesterfield City Clerk of the ordinance adopted by the City Council approving this Agreement.

14. This Agreement may be executed and witnessed in separate counterparts by each of the respective parties through a duly authorized official or representative thereof, and a counterpart, once signed by a party and witnessed, will then be submitted to the other party via email or U.S. Mail. Upon signature and delivery of each counterpart of this Agreement pursuant to this paragraph, the Agreement shall be deemed fully executed and delivered.

IN WITNESS HEREOF, the parties to this Settlement & Mutual Release Agreement have executed this instrument effective on the day and year set forth above.

CITY OF CHESTERFIELD, MISSOURI

By: 
Authorized Representative

Title: Interim Co-City Administrator

Date: 7/7/2016

ATTEST:


Attorney for City of Chesterfield

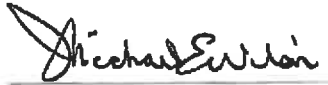
Date: 7/11/16

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA

By: 
Authorized Representative

Title: SR. Claim Representative

Date: 7/22/2016


Attorney for Travelers

Date: July 28, 2016



L.I.B. Page 1 of 5

Bond # 104706125

LANDSCAPE INSTALLATION BOND

We Gunhay, LLC of
Seven The Pines Ct., Ste A (address) City of
Chesterfield, County of St. Louis, State of Missouri, as
Travelers Casualty & Surety
 principal and Co. of America, a corporation organized under the laws of the State
 of New York and duly qualified and authorized to act as sole surety on bonds or
 undertakings required or authorized by the laws of the State of Missouri, as surety, acknowledge
 our indebtedness to the City of Chesterfield, Missouri, in the penal sum of Five Hundred Eleven
Thousand Five Hundred
Seventy-Six & 04/100
 dollars (\$ 511,576.04) for the payment which sum we hereby obligate and bind ourselves and
 our respective legal representatives and successors jointly and severally.

The condition of the foregoing application is that:

1. Principal has filed with the City of Chesterfield an approved plan proposing certain landscaping within a certain development described as The Reserve at Chesterfield Village; and
2. By virtue of and pursuant to the City of Chesterfield adopting an ordinance for zoning and by condition set forth by 2021 adopted/approved by the City of Chesterfield on August 19, 1996; and
3. In lieu of the immediate completion of said landscaping, principal must submit a surety bond acceptable to the City of Chesterfield in the amount of Five Hundred Eleven Thousand Five Hundred dollars (\$ 511,576.04) executed by principal and Seventy-Six & 04/100 an authorized surety, such bond to be conditioned on the full and complete installation of landscaping within twenty-four (24) months after the date of approval of said landscaping plan by the City of Chesterfield.

Now, therefore, if the final and complete installation of such landscaping as prescribed and required by the City of Chesterfield pursuant to the ordinances adopted by the City shall be accomplished by principal or his successor within twenty-four (24) months of approval of said landscaping plan by the City and the principal or his successor shall obtain a letter to that effect from the City of Chesterfield Director of Planning or Chesterfield Planning Consultant, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

690 Chesterfield Parkway West, Chesterfield, MO 63017-0760
 Ph. (636)537-4746 Fax (636)537-4798 www.chesterfield.mo.us

LP 09/03

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This bond may be sued on by the City of Chesterfield or any person injured by principal's failure to install landscaping as required herein with twenty-four (24) months but the total obligation herein shall be limited to the amount set forth above. The City of Chesterfield, after giving 30 days notice to the principal named above, at the address listed above, may direct the surety to pay for labor and materials to be used in the completion, replacement, or installation of the landscaping directly to the City of Chesterfield or a third party as directed by the City for uses contemplated by this bond. Upon payment to the City of the amounts requested by the City (not exceeding the amount of the bond), the surety shall be discharged of all liability under this bond.

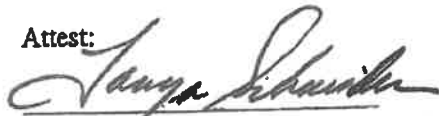
This bond is not cancelable.

Should any legal proceedings be necessary to enforce this bond, such sum as the court may determine to be reasonable shall be allowed to obligee as attorneys' fees in addition to other sums found due.

Gunhay, LLC
Seven The Pines Ct. Ste A
St. Louis, MO 63141

(Type Company Name/Address)

Attest:

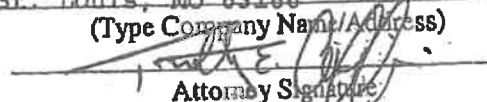

(Secretary)


Principal

John W. O'Connell, Manager

(Type Name/Address)
Travelers Casualty & Surety Co of
America P.O. Box 66852
St. Louis, MO 63166

(Type Company Name/Address)


Attorney Signature

Type Name: Timothy E. Griffin

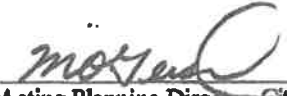
(Attach notary acknowledgement of attorney's signature and duly acknowledge power of attorney of surety.)

690 Chesterfield Parkway West, Chesterfield, MO 63017-0760
Ph. (636)537-4746 Fax (636)537-4798 www.chesterfield.mo.us

LP 09/03

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Approved:

 12/18/06
Acting Planning Director, City of Chesterfield


Mayor, City of Chesterfield

Attest:


Deputy City Clerk

690 Chesterfield Parkway West, Chesterfield, MO 63017-0760
Ph. (636)537-4746 Fax (636)537-4798 www.chesterfield.mo.us

LP 09/03; Revised 12/06

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INDIVIDUAL ACKNOWLEDGEMENT

On this 15th day of December, 2006, before me appeared John W. O'Connell, to me personally known, who, being by me duly sworn, did say that he is the MANAGER of GUNHAY LLC, and that the said agreement was signed by him in behalf of the aforesaid GUNHAY LLC, and said John W. O'Connell, as Manager of the said Company, acknowledged said agreement to be the lawful, free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal, the day and year above written.

My commission expires

4/14/07



Nancy Metzger Smith
Notary Public

CORPORATE EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this _____ day of _____, A.D., 20____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____, a Missouri Corporation and that he executed the foregoing agreement pursuant to the authority given him by the Board of Directors of the aforesaid corporation, and that said agreement was signed and sealed by him in behalf of the aforesaid corporation by authority of its Board of Directors and said _____, as _____ of the said corporation, acknowledged said agreement to be the lawful, free act and deed of the said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal, the day and year above written.

My commission expires _____

Notary Public

690 Chesterfield Parkway West, Chesterfield, MO 63017-0760
Ph. (636)537-4746 Fax (636)537-4798 www.chesterfield.mo.us

LP 09/03

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CORPORATE SECRETARY'S ACKNOWLEDGEMENT

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

On this _____ day of _____, A.D., 20____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the Secretary of _____, a Missouri Corporation and that _____, who executed the foregoing agreement as _____ of the aforesaid corporation is in fact the _____ of that Corporation and was authorized and directed by the Board of Directors of the aforesaid Corporation to execute the foregoing agreement.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal, the day and year above written.

My commission expires _____

Notary Public

690 Chesterfield Parkway West, Chesterfield, MO 63017-0760
Ph. (636)537-4746 Fax (636)537-4798 www.chesterfield.mo.us

LP 09/03

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The Landscaping Pros

10 Post oak Dr.
St. Peters, MO 63376
636-978-3312 Fax: 636-272-3092
E-mail: landscapingpros@charter.net

Name Hayden Homes
Address 7 the Pines Ct
City, State, Zip Code St. Louis, Mo 63141
Phone Home Dennis Hayden
Work 314-434-5820
Fax: 314-434-5951

Date 11-30-06
Project The Reserve
P.O. # At Chesterfield Village
Estimate/Contract
jet

Work		314-434-5820	Page 1		
Fax: 314-434-5951					
Qty	Materials	Item #	Size	Price	Total
51	Downy Serviceberry		2.5"cal	272.00	\$13,872.00
25	Cornus Serviceberry Alt: Autumn Brilliance Serviceberry		2.5"cal	272.00	\$6,800.00
19	Red Sunset Maple		2.5"cal	265.00	\$5,035.00
59	Red Sunset Maple (street tree)		2.5"cal	245.00	\$14,455.00
94	Green Mountain Sugar Maple		2.5"cal	308.00	\$28,952.00
65	Scarlet Sentinel Maple		2.5"cal	295.00	\$19,175.00
9	Tatarian Maple		2.5"cal	242.00	\$2,178.00
13	All Seasons Hackberry		2.5"cal	295.00	\$3,835.00
17	American Hornbeam		2.5"cal	242.00	\$4,114.00
86	Eastern Redbud		2.5"cal	220.00	\$18,920.00
112	Flowering Dogwood		2.5"cal	242.00	\$27,104.00
27	Prairie Pride Hackberry		2.5"cal	295.00	\$7,965.00
50	Fringetree		2.5"cal	242.00	\$12,100.00
30	American Beech Alt: European Hornbeam		2.5"cal	295.00	\$8,850.00
9	Marshall Seedless Ash		2.5"cal	295.00	\$2,655.00
45	Marshall Seedless Ash (street tree)		2.5"cal	275.00	\$12,375.00
15	Urbanite Green Ash		2.5"cal	233.00	\$3,795.00
42	Silverbell		2.5"cal	242.00	\$10,164.00
3	American Holly Suggested height for given caliper 6-8'		2.5"cal	308.00	\$924.00
75	Chinese Juniper Suggested height for given caliper 4-5'		2.5"cal	135.00	\$10,125.00
6	Tuliptree		2.5"cal	265.00	\$1,590.00
89	Southern Magnolia		2.5"cal	295.00	\$26,255.00
6	Saucer Magnolia Alt: Jane Magnolia		2.5"cal	231.00	\$1,386.00
28	Sweetbay Magnolia		2.5"cal	242.00	\$6,776.00
24	Blackgum		2.5"cal	308.00	\$7,392.00
continued on page 2					
Remarks:			Subtotal Materials		\$256,792.00
			Installation Charge		
			Bed Preparation		
			Other		
Comments			Subtotal		\$256,792.00
			Sales Tax		
			Paid Deposit		
			Total Due		
continued on page 2					

DEC 7 2006

The Landscaping Pros

10 Post oak Dr.
St. Peters, MO 63376
636-978-3312 Fax: 636-272-3092
E-mail: landscapingpros@charter.net

Name	Hayden Homes
Address	7 the Pines Ct
City, State, Zip Code	St. Louis, Mo 63141
Phone	Dennis Hayden
Home	314-434-5820
Work	Fax: 314-434-5951

Date 11-30-06
Project The Reserve
P.O. # At Chesterfield Village
Estimate/Contract
1st

Qty		Materials	Item #	Size	Price	Total
1	Subtotal from page 1				256792.00	\$256,792.00
36	Sourwood			2.5"cal	275.00	\$9,900.00
51	Hophornbeam			2.5"cal	295.00	\$15,045.00
166	White Spruce Suggested height for given caliper 5-6'			2.5"cal	198.00	\$32,868.00
15	Douglas Fir Suggested height for given caliper 5-6'			2.5"cal	220.00	\$3,300.00
6	Sycamore			2.5"cal	323.00	\$1,938.00
34	Colorado Blue Spruce Suggested height for given caliper 5-6'			2.5"cal	198.00	\$6,732.00
7	White Pine Suggested height for given caliper 5-6'			2.5"cal	143.00	\$1,001.00
4	Japanese Fl Cherry			2.5"cal	220.00	\$880.00
19	Northern Red Oak			2.5"cal	308.00	\$5,852.00
23	Black Oak			2.5"cal	263.00	\$6,095.00
6	Black Willow			2.5"cal	242.00	\$1,452.00
4	Japanese Tree Lilac			2.5"cal	295.00	\$1,180.00
25	American Linden			2.5"cal	275.00	\$6,875.00
28	Canadian Hemlock Suggested height for given caliper 5-6'			2.5"cal	187.00	\$5,236.00
61	Green Vase Zelkova (street tree)			2.5"cal	275.00	\$16,775.00

Remarks:

Unit tree price includes tree, topsoil/peat planting mix, mulch topdressing, and staking.

Comments

Subtotal Materials	\$371,921.00
Installation Charge	\$111,575.00
Bed Preparation	
Other	
Subtotal	\$483,496.00
Sales Tax	\$28,080.04
Paid Deposit	
Total Due	\$511,576.04



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 216086

Certificate No. 001273970

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

John C. Miller, Pamela E. Goessling, Thomas Craig Valle, Susan L. Marshall, Timothy E. Griffin, Don K. Ardolino, Kim Connell, and Brandi Bullock

of the City of St. Louis State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 31st day of October, 2006

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

George W. Thompson
George W. Thompson, Senior Vice President

On this the 31st day of October, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Companies this 15 day of December 20 06

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.stpaultravelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

State of Missouri }
County of Jefferson } SS:

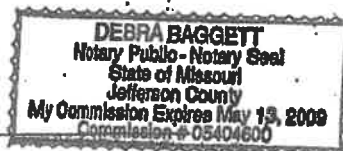
On December 15, 2006 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Timothy E. Griffin

known to me to be Attorney-in-Fact of Travelers Casualty & Surety Co of America the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires



Debra Baggett
Debra Baggett



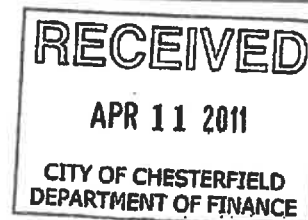
Travelers Casualty and Surety Company of America
Hartford, CT 06183

License No. _____

SURETY CANCELLATION NOTICE



THE CITY OF CHESTERFIELD
690 CHESTERFIELD PARKWAY WEST
CHESTERFIELD, MISSOURI 63017



AGENCY NAME AND CODE: WELLS FARGO INS SVCS USA (0CCC67) 1401 S BRENTWOOD BLVD STE 625 SAINT LOUIS, MO 63144 (0CCC67)	
POLICY NUMBER: 104708125	DATE: April 05, 2011
POLICY TYPE: Contracting - Third Party Liability	
DATE OF CANCELLATION: 5/18/2011	☐ 12:00 NOON STANDARD TIME ☒ 12:01 A.M. STANDARD TIME
PREMIUM DUE: \$10,232.00	

OBLIGEE AND MAILING ADDRESS

THE CITY OF CHESTERFIELD
690 CHESTERFIELD PARKWAY WEST
CHESTERFIELD, MISSOURI 63017

PRINCIPAL AND MAILING ADDRESS

GUNHAY, LLC SEVEN THE PINES COURT, SUITE A SAINT LOUIS, MISSOURI 63141

We are canceling this Surety bond for non- payment of premium. Coverage under the bond will terminate on the Date of Cancellation shown above unless we receive the premium due before the Date of Cancellation.

S-63770.502



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

April 20, 2011

Wells Fargo Insurance Services USA
1401 S. Brentwood Blvd. Ste 625
St. Louis, MO 63144

Re: Landscape Installation Bond #104706125

To Whom It May Concern:

We are in receipt of your *Surety Cancellation Notice* for the above-referenced bond notifying us that this bond will be canceled effective May 18, 2011 for non-payment of premium.

Please note that the required landscape installation on this project has not yet been completed; therefore, the bond cannot be canceled at this time. For your reference, we are enclosing a copy of the bond, which notes on page 2 that the *bond is not cancelable*.

In order for this bond to be released, the following must occur:

- The required landscaping must be installed in accordance with the approved Landscape Plan;
- The site must pass a landscape inspection by the City, and
- A surety for the two-year maintenance of the landscaping, along with the City's approved Landscape Agreement, must be submitted to the City.

Please contact me for any questions regarding this matter at 636-537-4744 or at mperry@chesterfield.mo.us

Sincerely,

Mary M. Perry, AICP
Senior Planner

Enclosure – Copy of Bond #104706125

Copy w/enc: John W. O'Connell, Manager
Gunhay, LLC
Seven The Pines Court, Suite A
St. Louis, MO 63141

Timothy E. Griffin
Travelers Casualty & Surety Co.
P.O. Box 66852
St. Louis, MO 63166



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

May 26, 2011

Mr. Timothy E. Griffin
Wells Fargo Insurance Services
1401 S. Brentwood Boulevard, Suite 625
St. Louis, MO 63144

RE: The Reserve at Chesterfield

Dear Mr. Griffin:

Please be advised that the City of Chesterfield has conducted an inspection and is reducing the bond amount for The Reserve at Chesterfield for Landscape Installation Bond #104706125 from \$511,576.04 to **\$142,100 effective immediately.**

Once complete, please send the amended bond to:

Mara Perry
Senior Planner
City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

If you have any questions, you may reach Mara at mperry@chesterfield.mo.us or at 636-537-4744.

Sincerely,

Aimee Nassif
Planning and Development Services Director

Cc: Mara Perry, Senior Planner
Reading file



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

May 22, 2012

Mr. Mike Henja
Gunhay, LLC
100 Chesterfield Business Parkway, Ste. 300
Chesterfield, MO 63005

Mr. Dennis Hayden
Gunhay, LLC
Seven The Pines Court, Ste. A
St. Louis, MO 63141

RE: The Reserve at Chesterfield

Gentlemen:

Please be advised that the Landscape Installation Bond for The Reserve at Chesterfield (Bond #104706125) will expire on June 1, 2012.

Inspections of the site have concluded that landscaping, as required on the recorded Landscape Plan, has not been planted or is dead. Due to these landscape inconsistencies, the bond cannot be released at this time.

You are required to provide the City an abatement scheduled to address the landscaping issues within seven (7) days. If an abatement schedule is not agreed upon, the development will be found to be in violation of the recorded Landscape Plan and a court summons will be issued which could result in forfeiture of the full amount of the landscape bond for non-compliance.

Be advised that once the issues on the site have been abated, a Landscape Agreement and Bond **for Maintenance** is required and must be put into place for the site. Four executed copies, each with original signatures, must be returned to the City of Chesterfield. The Maintenance Bond is required to be equal to the amount of the Landscape Installation Bond.

Forms for the Landscape Agreement and Landscape Bond can be found on the City's website at:

- [www.chesterfield.mo.us/forms/Planning-Development Services/Landscape Agreement](http://www.chesterfield.mo.us/forms/Planning-Development%20Services/Landscape%20Agreement)
- [www.chesterfield.mo.us/forms/Planning-Development Services/Landscape Bond](http://www.chesterfield.mo.us/forms/Planning-Development%20Services/Landscape%20Bond)

If you have any questions, you may reach Mara Perry at mperry@chesterfield.mo.us or at 636-537-4744.

Sincerely,

Aimee Nassif
Planning and Development Services Director

Cc: Timothy E. Griffin, Wells Fargo Insurance Services
Mara Perry, Senior Planner
Reading file



MEMORANDUM

DATE: August 1, 2012
TO: Almee Nassif, Director of Planning and Development Services
FROM: Mindy Mohrman, City Arborist/Urban Forester
RE: The Reserve at Chesterfield Village- Phase I Landscape inspection

The current landscape plan has some inaccuracies compared to the installed landscaping on site, however these inaccuracies are mostly due to slight location adjustments of trees and do not affect the intent of the plan or the finished product. Accounting for specific species deficiencies is somewhat difficult however, so I chose to break the deficiencies down simply into evergreen, ornamental, or deciduous types. Replacements should be chosen in the appropriate numbers from the plant schedule shown on the approved plan, but can be adjusted so that the most successful species are being used as replacements.

An inspection of the current landscaping in Phase I revealed the following deficiencies:

Dead trees, including
20 dead evergreen trees
47 dead ornamental/small deciduous trees
36 dead deciduous trees

Missing trees of various species total 20 individual trees, and are mostly located along Maple Rise Path where construction of some units is still under way, and at the corner of Baxter Rd and August Hill Dr.



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

August 8, 2012

Mike Hejna
Gunhay, LLC
100 Chesterfield Business Parkway, Suite 300
Chesterfield, MO 63005

Dennis Hayden
Gunhay, LLC
Seven the Pines Court, Suite A
St. Louis, MO 63141

RE: The Reserve at Chesterfield, Phase I

On May 22, 2012 a letter was sent regarding the deficiencies pertaining to the landscaping that is required per the Landscape Installation Bond and Landscape Plan for the Reserve at Chesterfield Village, Phase I. That letter also indicated that you were required to contact the City within seven (7) days and provide an abatement schedule. Unfortunately, this has not occurred.

Be advised, that the Landscape Installation Bond (Bond Number 104706125) is now expired and the required landscaping for this development has either died or has not been planted. You have seven (7) days upon receipt of this letter to contact the Planning and Development Services Division with an abatement schedule to install and replace the required landscaping. Said abatement schedule shall be agreed upon by the City.

Failure to contact the City shall result in a court summons being issued to the Developer and the Principal named on the Landscape Installation Bond. In addition and in accordance with the terms and conditions of the Landscape Installation Bond #104706125, the City will call upon the Bond in its entirety for failure to install the required landscaping.

No further warnings, either verbal or in writing shall be provided. You may contact me directly to discuss the abatement of this violation at 636.537.4745.

Sincerely,

Almee E. Nassif, AICP
Planning and Development Services Director

Cc: Reading file



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

August 21, 2012

Mike Hejna
Gundaker Commercial Group, Inc.
2458 Old Dorsett Road, Suite 311
St. Louis, Mo 63043

Timothy Griffin
Wells Fargo Insurance Services
1401 S. Brentwood Blvd., Ste. 625
St. Louis, MO 63144

Dennis Hayden
Gunhay, LLC
Seven the Pines Court, Suite A
St Louis, MO 63141

RE: The Reserve at Chesterfield, Phase I

A letter was sent on August 8, 2012 requiring you to contact the City within 7 days regarding the abatement of the landscape violations at the above referenced development. Unfortunately, no response has been provided to the City. At this point, the Landscape Installation Bond is expired and the required plantings are still missing therefore this site is found to be in violation of the landscape plan and terms and conditions of the landscape bond.

Therefore, in accordance with the Landscape Installation Bond (Number 104706125), the City is hereby providing thirty (30) day notice of our intent to collect on the bond in full. As this development is now found to be in violation of the required landscape plan, court citations will be following this letter.

If you have any questions you may contact the Planning and Development Services Division at 636.537.4745. If you have any questions pertaining to the court date, you may contact the City of Chesterfield Municipal Court at 636.537.4000.

Sincerely,

Aimee E. Nassif, AICP
Planning and Development Services Director

Cc: Brian Whittle, Finance Director
Reading file



111 Schilling RD.
Hunt Valley, MD 21031

Kelly Engel
Senior Claim Representative
Bond & Financial Products Claim
Phone: (443) 353-2095
Fax: (800) 357-8516
Email: KENGEL@travelers.com



August 27, 2012

Aimee E. Nastif, AICP
Planning and Development Services Director
City of Chesterfield
690 Chesterfield Parkway W.
Chesterfield, MO 63017-0760



Re:	Travelers Casualty and Surety Company of America
Our File No.:	111-SC-T1213620-NR
Bond No.:	051-S-104706125
Principal:	Gunhay, Llc
Obligee:	City of Chesterfield
Claimant:	City of Chesterfield

Dear Ms. Nastif:

The Surety is in receipt of a copy of your correspondence to Gundaker Commercial Group, Inc., Gunhay, LLC and Wells Fargo Insurance Services dated 8/21/12, alleging that Gunhay, LLC is in violation of certain work (i.e., missing plantings) required under the above-referenced Landscape Installation Bond, although you also state in your correspondence that the Bond has expired. Since you further indicate that the City is providing its 8/21/12 correspondence as thirty (30) day notice of its intent to collect on the Bond in full, and since your correspondence requests no action of the Surety at this time, the Surety does not construe your 8/21/12 correspondence to be a formal claim against the Bond at this time. If you believe we are incorrect in our understanding of the intent of your 8/21/12 correspondence, please immediately advise the undersigned in writing.

Moreover, the Surety is of the understanding that Pulte Homes was in the process of purchasing some or all of the development lots approximately one year ago; thus, Pulte Homes may have issued a replacement bond for some or all of the landscaping work. Please confirm whether any replacement bonds have been issued by Pulte Homes and/or any other entity on this project.

We ask that you please continue to keep us apprised as to the status of this matter.

This communication is written with a complete reservation of all rights and defenses available to the Surety and the Principal at law, in equity, or under the bond and contract documents.

Sincerely,

Kelly D. Engel

cc's on second page

If possible, please send future communications and documents concerning this claim via email to KENGEL@travelers.com Please include the claim number in the subject line. (Please note that in certain cases we may still request original documents).

Travelers

Gunhay, Llc
August 27, 2012
Page 2

Cc: Dennis Hayden (dhayden@haydenhomes.com)
Gordon Gundaker (ggundaker@gundakercommercial.com)
Mike Hejna (mhenja@gundakercommercial.com)
Rich Jameson (rjameson@gundakercommercial.com)
Ryan McHugh, Travelers
Kenneth C. Smith, Travelers
Joyce Tenold, Travelers

If possible, please send future communications and documents concerning this claim via email to KENGEL@travelers.com. Please
include the claim number in the subject line. (Please note that in certain cases we may still request original documents).



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

August 31, 2012

Kelly D. Engel
Senior Claims Representative
Travelers Casualty and Surety Company of America
111 Schilling Road
Hunt Valley, Maryland 21031

RE: The Reserve at Chesterfield, Phase I –Landscape Installation Bond (Bond Number 104706125)

Ms. Engel:

A landscape installation bond for Phase 1 of The Reserve at Chesterfield Village (bond number 104706125) was submitted to the City guaranteeing installation of required landscaping as shown on the approved landscape plan. Landscape inspections were conducted by the City of Chesterfield which verified that said landscaping was never installed.

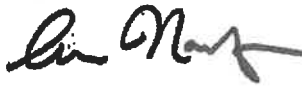
Letters were submitted on May 22, 2012 and August 8, 2012 requiring that the City be contacted and the landscaping be installed. These letters also stated that failure to take such action would result in the bond being forfeited and summons being issued for outstanding site violations. Unfortunately, the City was never contacted regarding a planting schedule to install the missing, required landscaping. A copy of these letters is attached for your records.

The Reserve at Chesterfield Village is a planned residential community with two phases of development within it. Pulte Homes purchased several lots in **Phase II** of The Reserve and provided the City with a landscape bond guaranteeing the installation of the required landscaping for **Phase II**. As such, at the time the City received the new landscape bond for Phase II from Pulte, a reduction to the original bond (bond number 104706125) was approved and those monies returned. This original bond now covers all required plantings for **Phase I** only. The missing landscaping discussed herein and in previous communication pertains to **Phase I** plantings only.

At this time the bond has now expired and landscape deficiencies in Phase I still exist. Despite numerous attempts by the City, no one has ever contacted the City with an abatement schedule to install the required landscaping nor has this missing landscaping be installed. Therefore, the City is taking the necessary steps to collect on the bond in full. This action will commence thirty (30) days from the letter dated August 21, 2012 and attached hereto.

If you have any additional questions, please feel free to contact me at 636.537.4745.

Sincerely,



Aimee E. Nassif, AICP
Planning and Development Services Director

Cc: Brian Whittle, Finance and Administration Director
Dennis Hayden
Mike Hejna
Gordon Gundaker
Rich Jameson
Ryan McHugh, Travelers
Kenneth C Simmons, Travelers
Joyce Tenold, Travelers
Timothy Griffin, Wells Fargo
Reading file



111 Schilling RD.
Hunt Valley, MD 21031

Kelly Engel
Senior Claim Representative
Bond & Financial Products Claim
Phone: (443) 353-2095
Fax: (800) 357-8516
Email: KENGEL@travelers.com



September 06, 2012

Aimee E. Nastif, AICP
Planning and Development Services Director
City of Chesterfield
690 Chesterfield Parkway W.
Chesterfield, MO 63017-0760



Re:	Travelers Casualty and Surety Company of America
Our File No.:	111-SC-T1213620-NR
Bond No.:	051-S-104706125
Principal:	Gunhay, Llc
Obligee:	City of Chesterfield
Claimant:	City of Chesterfield

Dear Ms. Nastif:

The Surety is in receipt of your correspondence dated 8/31/12 wherein you advise the Surety that the City is taking necessary steps to collect on the above-referenced Bond (that you acknowledge has expired) and that such action will be commenced thirty (30) days from your prior letter to the Principal dated 8/21/12. It appears the City anticipates seeking monetary damages in the penal sum of the Bond, or \$142,100, although the City has not provided any supporting documentation to substantiate its allegations. Nonetheless, since the City makes no specific demand of the Surety in its 8/31/12 correspondence and since the City appears to be deferring its action against the Bond to a later date, the Surety does not consider your 8/31/12 correspondence a formal claim against the Bond at this time. Please advise us in writing if you believe we are incorrect in our understanding of the intent of your 8/31/12 letter.

In the meantime, please be advised that any potential action the City may be considering against the Bond may be time barred under the terms of the Bond and/or Missouri Law. Specifically, the Bond appears to indicate that the City adopted and approved the plans for the landscaping on August 19, 1996. It would appear that the Bond is conditioned on the full and complete installation of the landscaping within twenty four (24) months of that approval date, or by August 19, 1998. While the Bond states that it may be sued on by the City within twenty four (24) months, it appears that the limitations period expired approximately fourteen years ago. Further, Missouri's statute of limitations (Chapter 516.110) which governs breach of written contract actions claiming payment of money or property due under the contract is ten (10) years, which limitations period also appears to have elapsed. Of course, if the City decides to pursue a claim against the Bond and it believes it has proper legal authority that is contrary to our belief that a claim appears time barred under the terms of the Bond and/or Missouri Law, please feel free to provide same to the undersigned.

This communication is written under a complete reservation of all rights and defenses available to the Surety and Principal at law, in equity or under the bond and contract documents.

If possible, please send future communications and documents concerning this claim via email to KENGEL@travelers.com Please include the claim number in the subject line. (Please note that in certain cases we may still request original documents).

Rev 06/13/09

CS-63

Travelers

City of Chesterfield
September 06, 2012
Page 2

Sincerely,

Kelly D. Engel
Senior Claim Representative
KENGEL@travelers.com

Cc: Dennis Hayden (dhayden@haydenhomes.com)
Gordon Gundaker (ggundaker@gundakercommercial.com)
Mike Hejna (mhenia@gundakercommercial.com)
Rich Jameson (rjameson@gundakercommercial.com)
Kenneth C. Smith, TRV
Joyce Tenold, TRV

If possible, please send future communications and documents concerning this claim via email to KENGEL@travelers.com. Please include the claim number in the subject line. (Please note that in certain cases we may still request original documents).

Rev 06/13/09

CS-53



MEMORANDUM

DATE: September 26, 2012
TO: Aimee Nassif, Director of Planning and Development Services
FROM: Mindy Mohrman, City Arborist/Urban Forester
RE: The Reserve at Chesterfield Village- Phase I Landscape Deficiencies

An inspection of the current landscaping in Phase I performed on September 18-20, 2012 revealed the following deficiencies shown in the table below. The numbers reflect plants that require replacement. Street trees are not shown in this table. Also, it appears that some substitutions were made which resulted in some species having higher numbers than are listed on the plant schedule. In these cases, I have added those extra trees to the total deficient in a related (deciduous, evergreen, or ornamental) species category.

Scientific Name	Common Name	Replacements Required
<i>Amelanchier arborea</i>	Downy Serviceberry	11
<i>Amelanchier laevis</i> 'Cumulus'	Cumulus Serviceberry	3
<i>Acer rubrum</i> 'Franksred'	Red Sunset Maple	3
<i>Acer saccharum</i> 'PNI 0285'	Green Mountain Sugar Maple	5
<i>Acer tartaricum</i>	Tartarian Maple	5
<i>Celtis laevigata</i> 'All Seasons'	All Seasons Hackberry	4
<i>Carpinus caroliniana</i>	American Hornbeam	10
<i>Cercis Canadensis</i>	Eastern Redbud	3(-3=) 0
<i>Cornus florida</i>	Flowering Dogwood	55
<i>Chionanthus virginicus</i>	Fringetree	13
<i>Fagus grandifolia</i>	American Beech	7
<i>Helesia Carolina</i>	Silverbell	18
<i>Magnolia grandiflora</i>	Southern Magnolia	12
<i>Magnolia soulangia</i>	Saucer Magnolia	1
<i>Magnolia virginiana</i>	Sweetbay Magnolia	+3 (add to Cca)
<i>Nyssa sylvatica</i>	Blackgum	4
<i>Oxydendron arboretum</i>	Sourwood	18
<i>Ostrya virginiana</i>	Hophornbeam	17
<i>Picea glauca</i>	White Spruce	29(-5-7=) 17

<i>Pseudotsuga menziessi</i>	Douglas Fir	4
<i>Picea pungens</i>	Colorado Spruce	2
<i>Quercus velutina</i>	Black Oak	5
<i>Platanus occidentalis</i>	American Sycamore	3
<i>Tilia americana</i>	American Linden	13
<i>Tsuga canadensis</i>	Canadian Hemlock	+5 (add to Pg)
<i>Juniperus virginiana</i> (not on landscape plan)	Eastern Red Cedar	+7 (add to Pg)

A second buffer of 159 trees consisting of mixed White Pine, Spruce, and Maple has been planted along Baxter Rd. These plants are not part of the required landscape on the approved plan, and will not be counted towards the number required for replacement. Additional scattered trees are marked on the plan, in most cases these appear to have been planted by the homeowner and are not part of the required landscaping on the approved plan.



MEMORANDUM

DATE: October 1, 2012

TO: Aimee Nassif, Director of Planning and Development Services

FROM: Mindy Mohrman, City Arborist/Urban Forester

RE: The Reserve at Chesterfield Village- Phase I Landscape Deficiencies

The estimated cost of one tree was obtained by averaging costs from bids received from the city's most recent tree planting project with comparable species types.

Scientific Name	Common Name	Replacements Required	Estimated Cost \$400/unit
<i>Amelanchier arborea</i>	Downy Serviceberry	11	4400
<i>Amelanchier laevis 'Cumulus'</i>	Cumulus Serviceberry	3	1200
<i>Acer rubrum 'Franksred'</i>	Red Sunset Maple	3	1200
<i>Acer saccharum 'PNI 0285'</i>	Green Mountain Sugar Maple	5	2000
<i>Acer tartaricum</i>	Tartarian Maple	5	2000
<i>Celtis laevigata 'All Seasons'</i>	All Seasons Hackberry	4	1600
<i>Carpinus caroliniana</i>	American Hornbeam	10	4000
<i>Cercis Canadensis</i>	Eastern Redbud	3(-3=) 0	0
<i>Cornus florida</i>	Flowering Dogwood	55	22000
<i>Chionanthus virginicus</i>	Fringetree	13	5200
<i>Fagus grandifolia</i>	American Beech	7	2800
<i>Helesia Carolina</i>	Silverbell	18	7200
<i>Magnolia grandiflora</i>	Southern Magnolia	12	4800
<i>Magnolia soulangia</i>	Saucer Magnolia	1	400
<i>Magnolia virginiana</i>	Sweetbay Magnolia	+3 (add to Cca)	0
<i>Nyssa sylvatica</i>	Blackgum	4	1600
<i>Oxydendron arboretum</i>	Sourwood	18	7200
<i>Ostrya virginiana</i>	Hophornbeam	17	6800
<i>Picea glauca</i>	White Spruce	29(-5-7=) 17	6800
<i>Pseudotsuga menziessi</i>	Douglas Fir	4	1600
<i>Picea pungens</i>	Colorado Spruce	2	800
<i>Quercus velutina</i>	Black Oak	5	2000
<i>Platanus occidentalis</i>	American Sycamore	3	1200
<i>Tilia americana</i>	American Linden	13	5200
<i>Tsuga canadensis</i>	Canadian Hemlock	+5 (add to Pg)	0
<i>Juniperus virginiana (not on landscape plan)</i>	Eastern Red Cedar	+7 (add to Pg)	0
Total			\$92,000



111 Schilling RD.
Hunt Valley, MD 21031

Kelly D. Engel
Senior Claim Representative
Bond & Financial Products Claim
Phone: (443) 353-2095
Fax: (800) 357-8516
Email: KENGEL@travelers.com



February 13, 2013

City of Chesterfield
650 Chesterfield Pkwy W
CHESTERFIELD, MO 630170760
Robert M. Heggie, Esquire

Re:	Travelers Casualty and Surety Company of America
Our File No.:	111-SC-T1213620-NR
Bond No.:	051-S-104706125
Principal:	Gunhay, Llc
Obligee:	City of Chesterfield

Dear Mr. Heggie:

This will acknowledge receipt of your correspondence in which you made demand against bond 051-S-104706125 issued on behalf of the Principal. To facilitate our review of your claim, please provide all information and documentation that supports your claim to the extent it has not been previously submitted and any additional information available to you which may assist us. Additionally, we specifically request that you please provide us with copies of the following documents for further review:

1. A copy of the original landscape plan that you indicate was approved by the City of Chesterfield Planning Commission on July 24, 2006, as well as a legible copy of the latest approved landscape plan (date stamped);
2. A copy of the City's ordinance for zoning and by condition set forth by 2021 that was adopted/approved by the City on August 19, 1996;
3. Copies of the mitigation plan you reference that encompasses special conditions;
4. Any current estimates and/or bids for the Phase I landscaping work.

We will advise our Principal of your claim and request that the Principal review the claim and provide Travelers with its position.

Please note that this letter is not, and should not be construed as, an admission of liability under the bond or any applicable law. All rights and defenses which are or may become available to Travelers are, and shall continue to remain fully and strictly reserved whether mentioned in subsequent communications or not. Please direct all future correspondence on this matter to the undersigned, being sure to include bond number 051-S-104706125 and file number 111-SC-T1213620-NR on all communications.

Sincerely,

Kelly D. Engel

If possible, please send future communications and documents concerning this claim via email to KENGEL@travelers.com Please include the claim number in the subject line. (Please note that in certain cases we may still request original documents).

Rev 02/09/13

CS-01

Travelers

February 13, 2013

Page 2

cc **Dennis Hayden** (dhayden@haydenhomes.com)
 Gordon Gundaker (ggundaker@gundakercommercial.com)
 Mike Hejna (mhenja@gundakercommercial.com)
 Rich Jameson (rjameson@gundakercommercial.com)
 Kenneth C. Smith, Trv
 Joyce Tenold, Trv

If possible, please send future communications and documents concerning this claim via email to KENGEL@travelers.com. Please
include the claim number in the subject line. (Please note that in certain cases we may still request original documents).

Rev 02/09/13

CS-01



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

March 15, 2013

Kelly D. Engel
Senior Claims Representative
Travelers Casualty and Surety Company of America
111 Schilling Road
Hunt Valley, Maryland 21031

RE: The Reserve at Chesterfield, Phase I –Landscape Installation Bond (Bond Number 051-S-104706125)

Principal: Gunhay, LLC.
Your File No: 111-SC-T1213620-NR
Obligee: City of Chesterfield, Missouri

Ms. Engel:

This letter is in response to your letter of February 13, 2013. Attached please find:

1. A copy of the original landscape plan approved by the City of Chesterfield Planning Commission on July 24, 2006;
2. A copy of the amended landscape plan approved by the City of Chesterfield on November 1, 2007;
3. A copy of City Ordinance 2021 which adopted a planned environment unit (PEU) for The Reserve at Chesterfield Village;
4. A copy of the mitigation plan approved by the City of Chesterfield on July 24, 2006;
5. A copy of the memorandum from the City's arborist detailing missing and/or dead plantings and estimates to complete the required work for Phase I; and
6. A copy of the landscape bid from Baxter Gardens submitted on April 12, 2010 with a request from Hayden Homes for landscape inspection.

The following documents have also been included for your review:

1. A copy of the tree stand delineation and tree preservation plan that accompanied the mitigation plan in 2006; and
2. A copy of the original landscape cost estimate and quantities for Phase I, from The Landscaping Pros dated November 30, 2006.

Additionally, in your email of March 11, 2013 you have requested the following information and documentation:

1. All punch lists relating to Phase I's bonded scope of work;
2. All inspection reports pertaining to the landscaping installation work; and
3. A copy of the Landscape Agreement.

We are gathering that information and should have it within ten (10) days.

Please contact me within ten (10) days should you need any additional information for review of this claim.

At this time the City of Chesterfield again demands that Travelers pay the full amount of the bond totaling one hundred forty two thousand one hundred dollars (\$142,100.00). Please send a check made payable to the order of **"The City of Chesterfield, Missouri"** to my attention at the address on this letterhead.

Please do not hesitate to contact me should you have any questions in this regard.

Sincerely,



Aimee E. Nassif, AICP
Planning and Development Services Director

Cc: Mike Geisel, Director of Public Services
Brian Whittle, Finance and Administration Director
Rob Heggie, Chesterfield City Attorney
Dennis Hayden
Mike Hejna
Gordon Gundaker
Rich Jameson
Ryan McHugh, Travelers
Kenneth C Simmons, Travelers
Joyce Tenold, Travelers
Timothy Griffin, Wells Fargo
Reading file



111 Schilling RD.
Hunt Valley, MD 21031

Kelly Engel
Senior Claim Representative
Bond & Financial Products Claim
Phone: (443) 353-2095
Fax: (800) 357-8516
Email: KENGEL@travelers.com



April 08, 2013

City of Chesterfield
690 Chesterfield Pkwy W
CHESTERFIELD, MO 63017-0760
Attn: Aimee E. Nassif, AICP

Re: Surety: Travelers Casualty and Surety Company of America
File No. 111-SC-T1213620-NR
Principal: Gunhay, Llc
Project: THE CITY OF CHESTERFIELD
Obligee: City of Chesterfield

Dear Ms. Nassif:

The Surety has reviewed your March 15, 2013 correspondence, along with supporting documentation. Although your March 15, 2013 correspondence advises the Surety that all punch lists, inspection reports and a copy of the Landscaping Agreement relating to Principal's Phase I bonded scope of work would be forthcoming within ten (10) days from the date of your letter, please be advised that the Surety has not received this additional requested information from you as of this date; therefore, we hereby reiterate our prior request for this critical information and documentation as it is necessary for the Surety's ongoing investigation of your above-referenced claim. Please be advised that without having copies of the above identified requested documentation, the Surety cannot verify its bonded obligations; thus, your claim will remain in dispute.

Additionally, we must also inform you that the Principal has advised the Surety that it disputes the amount of the City's claim. Specifically, the Principal advises that it estimates the remaining landscaping work to cost approximately \$60,000 - \$65,000, significantly less than the penal sum of the bond, or \$142,100. While we have requested the Principal provide us with additional information in support thereof, we wanted to advise you that the Principal disputes the amount of your claim.

Additionally, we note that your last estimated cost of completing the bonded scope of work dated 10/1/12 totals \$92,000 and appears to be based on a cost of \$400 per unit for each tree, regardless of species. You mention that you averaged costs per tree from bids received from the City's most recent tree planting project to get the \$400 per unit price. Please provide the Surety with copies of the bids from recent tree planting projects that you reference as well as any other information that supports your calculations for the most current estimated cost to complete. This additional information will assist the Surety in better understanding your calculations relating to your most recent cost to complete.

If possible, please send future communications and documents concerning this claim via email to KENGEL@travelers.com Please include the claim number in the subject line. (Please note that in certain cases we may still request original documents).

Rev 05/12/12

CS-15

Travelers

April 08, 2013

Page 2

We look forward to receiving your response as soon as possible. Upon our receipt of the requested information, we hope to be in a position to conclude our investigation of this matter. Thank you for your continued cooperation.

Please understand that our attention to this matter should not be construed as a waiver of any right or defense which may be available to the surety or its principal. Rather, all rights and defenses available to the surety or its principal are hereby specifically reserved.

Sincerely,



Kelly D. Engel

cc: Gunhay, LLC
Ryan Hugh, Travelers

*

If possible, please send future communications and documents concerning this claim via email to KENGEL@travelers.com Please include the claim number in the subject line. (Please note that in certain cases we may still request original documents).

Rev 05/12/12

CS-15



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

April 17, 2013

Kelly D. Engel
Senior Claims Representative
Travelers Casualty and Surety Company of America
111 Schilling Road
Hunt Valley, Maryland 21013

RE: The Reserve at Chesterfield, Phase I—Landscape Installation Bond (Bond Number 051-S-104706125)

Principal: Gunhay, LLC
Your File No: 111-SC-T1213620-NR
Obligee: City of Chesterfield, Missouri

Dear Ms. Engel:

This letter is in response to your letter of April 8, 2013. Attached please find:

1. A list of deficiencies found at The Reserve at Chesterfield Village as of December 12, 2012;
2. Copies of memoranda dated August 1, 2012 and September 26, 2012 from the City of Chesterfield's Arborist/Urban Forester, Mindy Mohrmann relaying inspection results of the landscaping installation work at The Reserve; and
3. A copy of the Landscape Installation Bond between Gunhay, LLC and Travelers Casualty & Surety Company of America, which also includes the landscape bid submitted to the City of Chesterfield.

The following documents have also been included for your review:

1. A letter dated August 10, 2006 from the City of Chesterfield to Dennis Hayden requesting the Site Development Plan and the Landscape Plan for review and signatures; and
2. A letter dated April 20, 2011 from the City of Chesterfield to Wells Fargo Insurance Services USA regarding the cancellation of the Landscape Installation Bond.

Travelers Insurance
April 19, 2013
Page 2

There is no separate landscape agreement between the City and Gunhay, L.L.C.

Attached is a memo from the City's arborist, with recent bids, indicating how the City arrives at its estimate of \$ 400 per tree.

At this time the City of Chesterfield again demands that Travelers pay the full amount of the bond totaling one hundred forty two thousand one hundred dollars (\$142,100.00). Please send a check made payable to the order of **"The City of Chesterfield, Missouri"** to my attention at the address on this letterhead.

Sincerely,



Aimee E. Nassif, AICP
Planning and Development Services Director

Cc: Mike Geisel, Director of Public Services
Brian Whittle, Finance and Administration Director
Rob Heggie, Chesterfield City Attorney
Gunhay, LLC
Ryan McHugh, Travelers
Reading file



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

January 2, 2014

Ms. Kelly D. Engel
Construction Services Claim
Travelers Bond & Financial Products
111 Schilling Road
Hunt Valley, MD 21031
kengel@travelers.com

Re: The Reserve at Chesterfield Village

Dear Kelly:

I apologize for the delay in getting back to Travelers regarding this claim. The City of Chesterfield has been trying to get the principal, Gunhay, LLC, to finish the work required on the landscape plan. Despite repeated efforts by the City to get the principal to perform, Gunhay has not completed the work. The work that needs to be done has been carefully documented to Travelers in my letter to Travelers of March 15, 2013 and April 17, 2013.

Travelers has given the City no reason as to why this sum is not due. No complaint has been made by Travelers as to the accuracy of the amount due or the amount of work that is required on the site.

The principal and Travelers guaranteed extensive landscaping work on this site. This landscaping plan played a large role in the City's decision to allow this development to go forward. Travelers' guarantee of this work was vital and this work could not have gone forward without Travelers' agreement to bond this work. There is no dispute that the work has not been done in accordance with the plan.

Accordingly I cannot recommend to the City Council that the City accept Travelers' settlement offer of \$60,000.00. The City is reviewing this matter with the City Attorney and it will be discussed at the next City Council meeting on January 22, 2014. At that time the City Council will decide to review any other settlement offers that Travelers wishes to make.

Materials to be discussed at a City Council meeting are due in the office of the City Administrator a week before the meeting, so if Travelers has another settlement offer to make, we will need that by January 14, 2014.

Ms. Kelly D. Engel
January 2, 2014

Page 2

If a settlement is not reached, the City Council will authorize the City Attorney to file suit to enforce the City's rights in this matter and for such other relief as is available under Missouri's vexatious refusal to pay law, which provides for damages and attorney fees.

If Travelers' counsel wants to speak to Mr. Robert M. Heggie, City Attorney, he can be contacted at 314-863-8484 or RHeggie@SMHHLaw.com

Please call if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Aimee Nassif".

Aimee Nassif
Planning and Development Services Director

Cc: Mike Geisel, Director of Public Services, City of Chesterfield
Rob Heggie, City Attorney, City of Chesterfield



111 Schilling RD.
Hunt Valley, MD 21031

Kelly Engel
Senior Claim Representative
Bond & Financial Products Claim
Phone: (443) 353-2095
Fax: (800) 357-8516
Email: KENGEL@travelers.com

EXHIBIT

tabbies

34

January 08, 2014

City of Chesterfield
650 Chesterfield Pkwy W
CHESTERFIELD, MO 63017-0760
Attn: Aimee Nassif, Planning and Development Services Director

Re: Surety: Travelers Casualty and Surety Company of America
File No. 111-SC-T1213620-NR
Bond No.: 104706125
Principal: Gunhay, Llc
Project: THE CITY OF CHESTERFIELD
Obligee: City of Chesterfield

Dear Ms. Nassif:

The Surety is in receipt of your correspondence dated 1/2/14 responding to the Surety's prior correspondence to you dated 12/17/13.

In your correspondence, you state that "Travelers has given the City no reason as to why this sum is not due," and that "No complaint has been made by Travelers as to the accuracy of the amount due or the amount of work that is required on site." However, the Surety disagrees with these statements.

By correspondence dated 5/24/13 and in a subsequent telephone conversation on the same day, Travelers clearly informed you that upon its review of the yellow-highlighted document the City provided to the Surety entitled, "Deficiencies - as of 12/12/12", that some of the items on the list identified as "Gunhay" items appeared to relate to scope of work other than landscaping. For example, there are some highlighted items relating to sidewalk replacement and/or repairs. Since Travelers issued a landscaping bond that does not appear to cover sidewalk installation, and since some of the documentation provided by the City was inconsistent or unclear as to the claim amount, we asked you to please verify the following in writing: 1) that the City's claim does not include any scope of work other than the bonded landscaping scope of work; 2) to provide not only a breakdown of the components of the City's claim (including all costs associated with same), but to also provide the Surety with adequate supporting documentation (i.e., bids, invoices, etc.) for each claim component; and 3) any legal analysis and/or relevant case law that the City believes supports its position, if relevant. We further advised you that while we appreciated the City's attempt to put together an estimated cost to complete totaling \$92,000 (which you confirmed was based upon various "assumptions" and/or that included various "guestimates" from either the City, other projects, and/or from other portions of the bid), that the Principal was disputing the City's claim amount. As such, the Surety specifically requested that you please provide us with the City's proposed completion contractor(s) estimates, quotes and/or signed contract/purchase orders relating to the completion work to assist the Surety in its ongoing attempts to verify the claim. You

***** Our toll-free number is 800-842-8496 *****

If possible, please send future communications and documents concerning this claim via email to KENGEL@travelers.com Please include the claim number in the subject line. (Please note that in certain cases we may still request original documents).

Travelers

January 08, 2014

Page 2

informed us that although the City intended to have this work completed, that it had not yet obtained any estimates, but that you would talk to your internal business partners with respect to the Surety's \$60,000 settlement offer, which was made under a complete reservation of all rights and defenses, and that you would respond to our offer within the next few weeks. Although the Surety followed up with you on several occasions after 5/24/13, it took approximately (7) months for the City to respond to the Surety's settlement offer.

Lastly, as we previously advised, it is a claimant's obligation to document its claim. As of this date, however, the City has failed to provide sufficient information and documentation to substantiate its claim. As such, should you wish to provide the Surety with all of the previously requested information and documentation and/or any other information you feel relevant to the Surety's ongoing investigation of this matter, please submit same to the undersigned for further review. Otherwise, in a last attempt to try and amicably resolve this disputed claim, the Surety is willing, under a complete reservation of all rights and defenses, to offer the City \$65,000.00 in exchange for a full and final release of the City's above-referenced claim. Barring the Surety's receipt of any additional information or documentation relating to this matter for further review, please be advised that this will be the Surety's final settlement offer relating to this claim. To the extent the City does not respond to the Surety's revised settlement offer in writing by February 1, 2014, please consider the Surety's revised settlement offer withdrawn. Please be guided accordingly.

Thank you.

Please understand that our attention to this matter should not be construed as a waiver of any right or defense which may be available to the surety or its principal. Rather, all rights and defenses available to the surety or its principal are hereby specifically reserved.

Sincerely,



Kelly D. Engel

cc: Gunhay, Llc
Ken Smith, Travelers

***** Our toll-free number is 800-842-8496 *****
If possible, please send future communications and documents concerning this claim via email to KENGEL@travelers.com. Please include the claim number in the subject line. (Please note that in certain cases we may still request original documents).



STEWART, MITTLEMAN, HEGGIE, HENRY & ALBIN L.L.C.
ATTORNEYS AT LAW

Harold V. O'Rourke
horourke@smhhlaw.com

May 28, 2014

Mr. Michael E. Wilson
Attorney at Law
Greensfelder, Hemker & Gale, P.C.
10 S. Broadway, Ste. 2000
St. Louis, MO 63102

Re: Chesterfield Village Bond Release

Dear Mr. Wilson:

Enclosed with this letter please find the original release and assignment agreement executed by the City Administrator of the City of Chesterfield concerning the landscaping bond issued by Travelers for the development at Chesterfield Village.

Rob Heggie of our office has already sent you the tax id number and instructions necessary to issue and send the settlement check.

Please do not hesitate to contact us should you have any questions.

Sincerely yours,

Harold V. O'Rourke

enc.

Allan F. Stewart*†‡
Mark D. Mittleman
Robert M. Heggie*
Deborah C. M. Henry
Seth A. Albin*
Harold V. O'Rourke

PARALEGALS
Diane L. Bailey
Annie K. Grossmann

OF COUNSEL
Joseph R. Niemann

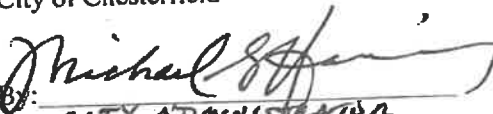
RELEASE AND ASSIGNMENT

In consideration of the payment of Eighty Seven Thousand, Five Hundred Dollars (\$87,500.00) by Travelers, the receipt and sufficiency of which is hereby acknowledged, the City of Chesterfield does hereby release and forever discharge Travelers, its parents, affiliates, subsidiaries, successors, and assigns from any and all liability, claims, demands, cause or causes of action, whether past, present or future, under Bond No. 051-S-104706125, issued on behalf of Gunhay, LLC as modified by the Rider issued in 2011 (the "Bond"), including without limitation any claim or cause of action for vexatious handling or vexatious refusal to pay a claim against the Bond. The City acknowledges that this settlement amount is in full and final satisfaction of all of the labor and material costs in completing, replacing and installing the landscaping, per the development plan for Phase I of The Reserve development at Chesterfield Village in Chesterfield, Missouri. Contemporaneous with the execution of this document, Bond No. 051-S-104706125 is fully and unconditionally discharged and no longer in force and effect.

In further consideration of the aforesaid payment, City of Chesterfield hereby assigns, transfers and sets over to Travelers its above mentioned claim and constitutes Travelers as its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claim, and at its own expense to sue for the said sum so assigned either in the name of City of Chesterfield, or in its own name.

Date: 5/28/14

City of Chesterfield

By: 
Its: CITY ADMINISTRATION

This document must be executed before a Notary Public and include the attached Notary Acknowledgment.

***** Our toll-free number is 800-842-8496 *****
If possible, please send future communications and documents concerning this claim via email to KENGEL@travelers.com Please include the claim number in the subject line. (Please note that in certain cases we may still request original documents).

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Rev 06/13/09

State of Missouri

County of St. Louis

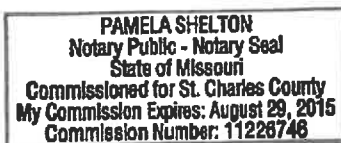
On 5/28/14 before me, Pamela Shelton
DATE NAME, TITLE OF OFFICER - E.G. JANE DOE, NOTARY PUBLIC

personally appeared Michael Herring
NAME(S) OF SIGNER(S)

☒ personally known to me -OR-

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Pamela Shelton
Signature of Notary

OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL

☐ CORPORATE OFFICER(S)

TITLE(S)

☐ PARTNER(S)

☐ LIMITED

☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: _____

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO
DOCUMENT _____

THE DOCUMENT DESCRIBED AT RIGHT:
DOCUMENT _____

Though the data requested here is not required by law,
ABOVE
it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF _____

NUMBER OF PAGES _____ DATE OF _____

SIGNER(S) OTHER THAN NAMED _____

***** Our toll-free number is 800-842-8496 *****

If possible, please send future communications and documents concerning this claim via email to KENGEL@travelers.com Please include the claim number in the subject line. (Please note that in certain cases we may still request original documents).

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Rev 06/13/09

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Section 31-02-12-A.5 and A.6
Appeal by Travelers Casualty and Surety Company of America

The Surety & Fidelity Association of America

Top 100 Writers of Surety Bonds
 United States & Territories, Canada & Aggregate Other Alien
 Calendar Year 2018
 (Final)

GROUP/COMPANY	Direct Premium Written	Market Share	Direct Premium Earned	Direct Losses Incurred *	Direct Loss Ratio	DCCE	DCCE Ratio	Loss+DCCE Ratio	Net Premiums Earned	Net Losses Incurred	Net Loss Ratio
1 TRAVELERS BOND	887,708,678	13.5%	845,299,396	50,422,286	6.0%	1,306,507	0.2%	6.1%	812,493,833	120,792,873	14.9%
2 LIBERTY MUTUAL GROUP	815,640,878	12.4%	777,778,319	56,629,020	7.3%	18,169,279	2.3%	9.6%	805,592,599	115,695,603	14.4%
3 ZURICH INSURANCE GROUP	585,695,193	8.9%	587,961,891	108,001,799	18.4%	18,658,913	3.2%	21.5%	286,769,788	69,785,794	24.3%
4 CNA SURETY GROUP	478,273,109	7.3%	464,198,581	52,372,243	11.3%	5,117,722	1.1%	12.4%	452,702,741	38,677,123	8.5%
5 CHUBB LTD	397,737,837	6.1%	398,622,506	55,576,678	13.9%	8,585,307	2.2%	16.1%	396,771,179	46,132,865	11.6%
6 HARTFORD FIRE & CAS GROUP	201,281,923	3.1%	196,915,234	46,841,921	23.8%	11,233,080	5.7%	29.5%	191,402,466	41,479,122	21.7%
7 HCC SURETY GROUP	161,066,981	2.5%	163,680,954	27,192,019	16.6%	14,542,126	8.9%	25.5%	148,798,471	10,145,266	6.8%
8 IFIC SURETY GROUP	154,076,627	2.3%	150,940,321	13,059,894	8.7%	3,165,216	2.1%	10.7%	136,993,569	11,409,570	8.3%
9 SOMPO GROUP	143,158,460	2.2%	135,068,464	58,418,434	43.3%	10,036,139	7.4%	50.7%	131,286,146	53,881,980	41.0%
10 NAS SURETY GROUP	138,494,851	2.1%	134,128,231	21,550,364	16.1%	1,619,275	1.2%	17.3%	136,780,818	23,099,029	16.9%
11 ARGONAUT GROUP	129,767,111	2.0%	115,890,915	11,418,776	9.9%	7,964,252	6.9%	16.7%	76,929,483	7,204,502	9.4%
12 PHILADELPHIA CONSOLIDATED HOLDING GROUP	124,616,622	1.9%	113,910,606	18,146,864	15.9%	2,786,131	2.4%	18.4%	105,864,063	18,676,491	17.6%
13 RLI INSURANCE GROUP	122,695,780	1.9%	120,751,563	15,989,873	13.2%	3,210,195	2.7%	15.9%	115,648,491	11,065,941	9.6%
14 GREAT AMERICAN INSURANCE COMPANIES	119,268,338	1.8%	118,970,301	21,026,319	17.7%	4,372,654	3.7%	21.3%	113,079,072	15,477,322	13.7%
15 MERCHANTS BONDING CO GROUP	114,228,137	1.7%	106,939,951	6,180,795	5.8%	1,597,875	1.5%	7.3%	100,022,985	3,651,374	3.7%
16 WR BERKLEY CORP GROUP	95,249,161	1.5%	89,227,474	11,666,913	13.1%	2,683,700	3.0%	16.1%	85,786,797	18,341,806	21.4%
17 MARKEL SURETY	90,187,327	1.4%	86,089,616	10,783,493	12.5%	2,151,812	2.5%	15.0%	80,666,156	8,770,674	10.9%
18 ARCH INSURANCE GROUP	89,246,119	1.4%	88,486,811	10,327,933	11.7%	561,495	0.6%	12.3%	79,846,485	21,063,370	26.4%
19 ONEBEACON INSURANCE GROUP	87,644,840	1.3%	81,396,554	(512,558)	-0.6%	(1,177,246)	-1.4%	-2.1%	76,105,242	3,408,235	4.5%
20 GRTE CO OF NORTH AMERICA USA	83,614,824	1.3%	78,630,940	1,844,048	2.3%	1,780,497	2.3%	4.6%	60,514,178	5,392,134	8.9%
21 THE HANOVER INSURANCE GROUP	82,180,071	1.3%	80,771,223	14,889,371	18.4%	8,308,312	10.3%	28.7%	71,080,230	9,517,430	13.4%
22 BERKSHIRE HATHAWAY GROUP	79,527,725	1.2%	60,168,391	19,765,369	32.9%	3,244,787	5.4%	38.2%	75,348,666	20,473,921	27.2%
23 AMTRUST SURETY	78,849,072	1.2%	75,761,136	4,705,492	6.2%	2,349,919	3.1%	9.3%	35,983,232	362,431	1.0%
24 WESTFIELD GROUP	68,733,847	1.0%	65,738,550	5,558,558	8.5%	684,583	1.0%	9.5%	61,872,753	4,054,885	6.6%
25 HUDSON INSURANCE CO	60,323,217	0.9%	57,574,486	4,744,431	8.2%	6,783,829	11.8%	20.0%	87,029,358	20,729,316	23.8%
26 CINCINNATI FINANCIAL GROUP	57,831,676	0.9%	54,935,935	(1,234,453)	-2.2%	(413,040)	-0.8%	-3.0%	51,038,917	(1,109,965)	-2.2%
27 ASPEN INSURANCE HOLDING GROUP	53,714,110	0.8%	56,538,737	3,767,287	6.7%	1,193,635	2.1%	8.8%	18,700,504	1,150,708	6.2%
28 OLD REPUBLIC GROUP	52,925,280	0.8%	51,909,255	2,620,892	5.0%	483,016	0.9%	6.0%	49,379,764	2,507,432	5.1%
29 ALLEGHANY GROUP	51,973,405	0.8%	51,043,777	5,904,836	11.6%	1,082,243	2.1%	13.7%	110,568,264	24,170,899	21.9%
30 CRUM & FORSTER GROUP	51,211,635	0.8%	46,021,962	3,542,534	7.7%	1,298,049	2.8%	10.5%	45,968,125	3,076,962	6.7%
31 NATIONWIDE CORP GROUP	49,628,449	0.8%	42,757,081	2,654,366	6.2%	861,735	2.0%	8.2%	38,959,357	1,329,662	3.4%
32 AMERICAN INTERNATIONAL GROUP	45,764,059	0.7%	41,438,847	15,869,547	38.3%	5,409,493	13.1%	51.4%	48,484,752	46,676,328	96.3%

31-02-12(A)(5) and (6)

5.

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

6.

The City shall not accept the posting of any bond issued or proposed by any surety or an affiliate who has refused to pay upon formal demand of the City or been involved in any litigation pertaining to said failure to pay within the past ten (10) years as of the effective date of this Section of the UDC.

AGENDA REVIEW – MONDAY 03/02/2020 – 6:00 PM

An AGENDA REVIEW meeting has been scheduled to start at **6:00 PM, on Monday, March 2, 2020.**

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

UPCOMING MEETINGS/EVENTS

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

CANCELLED

B. Monday, March 9, 2020 – Planning Commission (7pm)

C. Monday, March 16, 2020 – Next City Council Meeting (7pm)

APPOINTMENTS

There are no appointments scheduled for Monday's meeting.

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

PLANNING AND PUBLIC WORKS COMMITTEE

Chair: Councilmember Mastorakos

Vice-Chair: Councilmember Hurt

The Planning and Public Works Committee has the following action items for the March 2, 2020 City Council Meeting.

Bill No. 3288 - P.Z. 01-2020 City of Chesterfield (Unified Development Code-Article 3): An ordinance amending Article 3 of the Unified Development Code to amend the Zoning Districts and Regulations and the Use Table for Residential Districts of the Unified Development Code {P.Z. 01-2020 City Of Chesterfield (Unified Development Code-Article 3)}.**(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**

Bill No. 3289 - P.Z. 16-2019 1420 Schoettler Rd. & 15000 South Outer Forty Rd.

An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of the “NU” Non-Urban District to the “E-1/2 AC” Estate District for two tracts of land totaling 6.00 acres located on the east side of Schoettler Road, north of its intersection with Grantley Drive. (P.Z. 16-2019 1420 Schoettler Road & 15000 South Outer Forty Road {Prosser & Pfeifer} 19S640262 & 19R430165). **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**

NEXT MEETING

The next meeting of the Planning & Public Works Committee is scheduled for Thursday, March 19, 2020.

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

MEMORANDUM

TO: Mike Geisel, City Administrator

FROM: Justin Wyse, Director of Planning

JW

SUBJECT: Planning & Public Works Committee Meeting Summary
Thursday, February 20, 2020



A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, February 20, 2020 in Conference Room 101.

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

Also in attendance were: Councilmember Michael Moore (Ward III); Planning Commission Chair Merrell Hansen; Justin Wyse, Director of Planning; Mike Knight, Assistant City Planner; Chris Dietz, Planner; Tim Brinkmann, Planner; and Kathy Juergens, Recording Secretary.

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

I. APPROVAL OF MEETING SUMMARY

A. Approval of the February 6, 2020 Committee Meeting Summary

Councilmember DeCampi made a motion to approve the Meeting Summary of February 6, 2020. The motion was seconded by Councilmember Hurt and passed by a voice vote of 4-0.

II. UNFINISHED BUSINESS - None.

III. NEW BUSINESS

- A. P.Z. 16-2019 1420 Schoettler Rd. & 15000 South Outer Forty Rd. (Daniel Prosser):
A request for a zoning map amendment from an "NU" Non-Urban District to an "E ½ AC" Estate Half Acre District for two tracts of land totaling 6.00 acres located on the east side of Schoettler Road, north of its intersection with Grantley Drive (19S640262), (19R430165). (Ward 2)

STAFF PRESENTATION

Chris Dietz, Planner, presented the project request for a change in zoning from an "NU" Non-Urban District to an "E-½ AC" Estate Half Acre District. The request includes two parcels totaling six acres of land. There are no physical improvements proposed at this time. This request is for a straight zoning map amendment and does not require a Preliminary Plan or an Attachment A.

A Public Hearing was held on January 13, 2020 and on February 10, 2020, the Planning Commission voted to approve the change in zoning by a vote of 7-0.

Councilmember Monachella made a motion to forward P.Z. 16-2019 1420 Schoettler Rd. & 15000 South Outer Forty Rd. (Daniel Prosser) to City Council with a recommendation to approve. The motion was seconded by Councilmember DeCampi and **passed** by a voice vote of 4-0.

Note: One Bill, as recommended by the Planning Commission, will be needed for the March 2, 2020 City Council Meeting. See Bill #

[Please see the attached report prepared by Justin Wyse, Director of Planning, for additional information on P.Z. 16-2019 1420 Schoettler Rd. & 15000 South Outer Forty Rd. (Daniel Prosser).]

- B. P.Z. 01-2020 City of Chesterfield (Unified Development Code - Article 3):** An ordinance amending Article 3 of the Unified Development Code to revise regulations pertaining to the E-1/2AC Estate District.

STAFF PRESENTATION

Mike Knight, Assistant City Planner, stated that in January of 2020, the Planning and Public Works Committee directed Staff to pursue updates to the “E-1/2 AC” district, specifically to remove the single-family attached use.

A Public Hearing was held for this request on February 10, 2020 and the Planning Commission recommended approval by a vote of 7-0.

There are currently no existing or proposed attached single family homes in any existing “E-1/2 AC” district.

Councilmember Hurt made a motion to forward P.Z. 01-2020 City of Chesterfield (Unified Development Code - Article 3) to City Council with a recommendation to approve. The motion was seconded by Councilmember DeCampi.

DISCUSSION

There was a brief discussion regarding the history of why “single-family attached” was ever allowed. Chair Mastorakos stated that she was told it related to the rezoning of the “bowtie” on Wild Horse Creek Road.

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

Note: One Bill, as recommended by the Planning Commission, will be needed for the March 2, 2020 City Council Meeting. See Bill #

[Please see the attached report prepared by Justin Wyse, Director of Planning, for additional information on P.Z. 01-2020 City of Chesterfield (Unified Development Code - Article 3).]

IV. OTHER

Relative to the previous discussion regarding single-family attached use, Planning Commission Chair, Merrell Hansen mentioned that the proposed Briarcliffe development (Planned Urban Development-PUD) may include single-family attached homes and stated that she was not aware

that single/family or multi-family use would be allowed within a PUD district. Justin Wyse, Director of Planning, stated that the Unified Development Code states that any of the residential district uses may be requested within a PUD.

V. ADJOURNMENT

The meeting adjourned at 5:39 p.m.

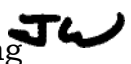
DRAFT

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning 

Date: March 02, 2020 See Bill. No 3288

RE: **P.Z. 01-2020 City of Chesterfield (Unified Development Code—Article 3)**: An ordinance amending Article 3 of the Unified Development Code to revise regulations pertaining to the E-1/2AC Estate District.

Summary

The Unified Development Code (UDC) was approved and adopted by the City Council in June of 2014. This proposed amendment is in relation to direction received by the Planning and Public Works Committee in January of 2020 to pursue updates to the E-1/2 AC Estate District and more specifically by removing the (Dwelling, single-family attached) use from said residential district.

A Public Hearing was held for this request at the February 10, 2020 Planning Commission meeting, and there were no speakers for this item. This project was also presented for vote on the same Planning Commission agenda, at which time the Planning Commission recommended approval as presented by a vote of 7-0.

The project was presented before the Planning and Public Works Committee on February 20, 2020. At this meeting the committee made a motion to forward the request to City Council with a recommendation to approve by a vote of 4-0.

Request

The changes herein are recommended by city staff in order to update the City's E-1/2 AC Estate District specifically in Article 03, Section 31-03-03 Zoning Districts and Regulations and Section 31-03-06 Use Table for Residential Districts to remove the (Dwelling, single-family attached) use from the aforementioned district in the UDC.

Section 31-03-03 Zoning Districts and Regulations

The use (Dwelling, single-family attached) and the associated minimum lot size would be removed from the table in Section 31-03-03G2.(c)

31-03-06 Use Table for Residential Districts

The "P" in the column for E-1/2 AC within the Use Table for Residential Districts would be removed and left blank for the Use Group (Dwelling, single-family attached). The "P" in this table references permitted which when left blank means that the use is not allowed in the applicable zoning district.

Below are the red-line changes to the City's E-1/2 AC Estate District specifically in Article 03, Section 31-03-03 and Section 31-03-06 to remove the (Dwelling, single-family attached) use from the UDC.

Section 31-03-03 Zoning Districts and Regulations

E-1/2AC Estate District.

1. *Purpose.* The purpose of the E-1/2AC Estate District is to provide for the enhancement of residential development while preserving the community character of the area with well-buffered, well-landscaped neighborhoods, and to allow for such other residentially related uses which are compatible with the character of the district.
2. In addition to the development standards and district requirements in Article 04 of this UDC, the following performance standards are applicable:
 - (a) Uses. Permitted and conditional uses for the E-1/2AC District are found in Section 31-03-06 of this UDC.
 - (1) Mortuary and cemetery uses must be adjacent to a commercial district and must have two hundred (200) feet of frontage onto a state road.
 - (2) Accessory uses may include, but are not limited to, private stables, devices for the generation of energy or individual sewage treatment facilities serving an individual nonresidential use. Sewage treatment facilities shall not exceed a flow of five thousand (5,000) gallons per day.

[a] Private stables are not permitted within one hundred (100) feet of any property line. All pasture areas shall be fenced.
 - (b) Density. The density requirement for residential dwellings is one-half (1/2) acre per dwelling unit.
 - (c) Lot area.

Use	Minimum Lot Size
Cemetery or mortuary	3 acres
Churches and other places of worship	3 acres
Day-care center	3 acres
Dwelling, single-family	1/2 acre
Dwelling, single-family attached	15,000 square feet
Educational facility	
Kindergarten	3 acres
Primary	5 acres
Junior high	10 acres
Senior high	20 acres

31-03-06 Use Table for Residential Districts

Uses:

P - Permitted

C - Conditional

* Means the use is allowed with conditions. See Section 31-03-03 for additional regulations.

Use Group	Zoning District and Category												
	LLR	E-2 Ac	E-1 Ac	E-1/2 Ac	R-2	R-3	R-4	R-5	R-6	R-6A	R-6AA	R-7	R-8
Residential													
Dwellings													
Single-family detached	P	P	P	P	P	P	P	P	P	P	P	P	P
Single-family attached				P				P	P				
Multifamily									P	P	P	P	P
Group home	C	C	C	C	C	C	C	C	C	C	C	C	C
Group residential facility	C	C	C	C	C	C	C	C	C	C	C	C	C
Mobile home park	C*					C*							
Nursing homes	C	C	C	C	C	C	C	C	C	C	C	C	C

Attached to this memo please find a copy of the legislation and updated ordinance amendments reflecting the red-line changes.

Attachments:

1. Amendment to UDC Article 03 Section 31-03-06 Use Table for Residential District
2. Amendment to UDC Article 03 Section 31-03-03 Zoning Districts and Regulations

BILL NO. 3288

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 3 OF THE UNIFIED DEVELOPMENT CODE TO AMEND THE ZONING DISTRICTS AND REGULATIONS AND THE USE TABLE FOR RESIDENTIAL DISTRICTS OF THE UNIFIED DEVELOPMENT CODE {P.Z. 01-2020 CITY OF CHESTERFIELD (UNIFIED DEVELOPMENT CODE-ARTICLE 3)}.

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

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

WHEREAS, the City of Chesterfield seeks to update the Zoning Districts and Regulations and the Use Table for Residential Districts for the E-1/2 AC Estate District; and,

WHEREAS, a Public Hearing was held before the Planning Commission on February 10, 2020; and,

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

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

WHEREAS, the City Council, having considered said amendments, voted to approve the updates to Article 3 of the Unified Development Code pertaining to the Zoning Districts and Regulations and the Use Table for Residential Districts for the E-1/2 AC Estate District

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

Section 1. The City of Chesterfield hereby approves the updates to Article 3 of the Unified Development Code pertaining to the Zoning Districts and Regulations and the Use Table for Residential Districts for the E-1/2 AC Estate District as set out in Attachment “A” which is attached hereto and made part thereof.

Section 2. If any section, paragraph, subsection, clause or provision of this Ordinance shall be declared by a court of competent jurisdiction to be

invalid, such decision shall not affect the validity of this Ordinance as whole, or any part thereof.

Section 3. The provisions of the Ordinance may be amended in the future by the City Council of the City of Chesterfield.

Section 4. Where this Ordinance differs or conflicts with other laws, rules and regulations, unless the right to do so is preempted or prohibited by the County, State, or Federal government, the more restrictive or protective of the City and the public shall apply.

Section 5. This Ordinance shall be codified within the Municipal Code of the City of Chesterfield.

Section 6. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2020.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 03/02/20

ATTACHMENT A

Sec. 03-01. USE TABLE FOR RESIDENTIAL DISTRICTS

Use Table for Residential Districts

Uses:

P-Permitted

C-Conditional

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

[illegible]

[illegible]

A. "E-1/2AC" Estate District.

1. Purpose. The purpose of the "E-1/2AC" Estate District is to provide for the enhancement of residential development while preserving the community character of the area with well-buffered, well-landscaped neighborhoods, and to allow for such other residentially related uses which are compatible with the character of the district.
2. In addition to the development standards and district requirements in Article 04 of this UDC, the following performance standards are applicable to:
 - a.) Uses. Permitted and Conditional Uses for the "E-1/2AC" District are found in Section 03-06 of this UDC.
 - (1) Mortuary and cemetery uses must be adjacent to a commercial district and must have 200 feet of frontage onto a state road.
 - (2) Accessory uses may include, but are not limited to, private stables, devices for the generation of energy or individual sewage treatment facilities serving an individual non-residential use. Sewage treatment facilities shall not exceed 5,000 gallons per day flow.
 - (a) Private stables are not permitted within 100 feet of any property line. All pasture areas shall be fenced.
 - b.) Density. The density requirement for residential dwellings is one-half (1/2) acre/dwelling unit.
 - c.) Lot Area.

Use	Minimum Lot Size
Cemetery or Mortuary	3 ac
Churches and other places of worship	3 ac
Day care center	3 ac
Dwelling, single family	½ ac
Educational facility	
Kindergarten	3 ac
Primary	5 ac
Junior high	10 ac
Senior high	20 ac
College/University	10 ac
Group home	½ ac
Group residential facility	5 ac
Library	4 ac
Public utility facility	10,000 sq. ft.
Sewage treatment facility	1 ac
Stables and kennels	5 ac
All other non-residential uses	5 ac

- d.) Calculation of Lot Size. Streets, public or private, rights-of-way, and access easements shall not be credited to the minimum lot size.
- e.) Height. The maximum height for all structures shall be 50 feet. Church spires may extend to 100 feet.
- f.) Minimum Structure Setbacks.

<i>Setbacks - Residential Uses</i>	<i>E-1/2AC</i>
Front (from property line)	---
Side (from property line)	15 ft.
Rear (from property line)	---
Right-of-way	20 ft.
Between structures	30 ft.

<i>Setbacks - Non-Residential Uses</i>	<i>E-1/2AC</i>
From any property line	75 ft.
Right-of-way	150 ft. for collector or arterial. 100 ft. for other streets

****Setbacks for non-residential structures greater than 30 feet in height other than a public utility tower authorized by a CUP, shall**

be increased by one (1) additional foot for every two (2) feet or fraction thereof of building height in excess of 30 feet.

- g.) Parking Areas. Parking lots shall maintain the same setbacks as the structure setbacks set forth in the table above. Minimum parking setback is 50 feet from any road.
- h.) Yard Requirements. Private stables shall maintain a minimum setback of 100 feet from all property lines and pasture areas shall be fenced.
- i.) Pavement and right-of-way widths shall be as required in Article 04 of this UDC.
- j.) Dedications for Public Schools and Public Parks. Developments may include land designated for dedication for public school or public park use. Areas designated for public school or public park purposes may be considered part of the gross acreage of the development in computing the maximum number of lots that may be created or dwelling units that may be authorized, provided that:
 - (1) The area of the proposed development shall be at least 30 acres in the case of a public school dedication and 60 acres in the case of a public park dedication, unless otherwise authorized or required by the City of Chesterfield.
 - (2) The proposed school site is compatible with a generalized plan for school locations published by the school district.
 - (3) Prior to approval of a site development concept plan, a written agreement between the petitioner and the school district shall be submitted to the City of Chesterfield for review. This agreement shall indicate who is responsible for the installation of required improvements adjacent to or affecting the school site, and when the improvements will be installed.
 - (4) The proposed site is dedicated to public school or park use in a manner approved by the City Attorney as to legal form prior to recording of the site development concept plan.
 - (5) The site development concept plan identifies the boundaries of the dedicated tract within the development.
 - (6) The deed of dedication for a public park(s) or public school use shall provide that in the event the property shall no longer be used for that purpose, it will revert to the trustees of the subdivision in which it is located as common land.

k.) Community Character Development Standards.

- (1) Easements for utility or access purposes may cross any required landscape easement or buffer. If a utility or access easement runs generally parallel to and overlays a required landscape easement or buffer, the minimum required width of said required landscape easement or buffer, shall be increased by the width of the easement which overlays the required landscape easement or buffer.
- (2) Sidewalks may be required as directed by the City of Chesterfield when all lots are one (1) acre or greater; when any lots are less than one (1) acre, sidewalks shall be required on one (1) side of the street and shall be encouraged to "meander" from a straight path to reduce grading and save trees or to be provided in the form of pedestrian walkways linking primary activity centers or destinations. Sidewalks must be situated in a dedicated easement with access and working room to maintain the sidewalk and shall comply with all provisions of the Americans with Disabilities Act.
- (3) Jogging trails shall be allowed in any open space or buffer area but must be coordinated with any Tree Preservation Plan.

l.) Natural features should be preserved at not less than the following levels:

- (1) Flood plains--Not less than 80% of designated special flood hazard areas shall be preserved and shall remain undisturbed.
- (2) Steep slopes--Not less than 70% of all areas exceeding a 30% slope shall be protected and shall remain undisturbed.

m.) Right-of-Way Grading.

- (1) Lots which slope down from the right-of-way must have a minimum platform of four (4) feet of ground immediately adjacent to the edge of pavement which drains perpendicular and toward the pavement. Said platform shall be constructed at a grade of not less than two percent (2%) perpendicular to the pavement, except in areas adjacent to a storm sewer, where there must be a platform of not less than seven (7) feet from the edge of pavement at a grade not in excess of two percent (2%). For the purposes of this requirement, "adjacent to a storm sewer" shall mean within

ten (10) feet, measured along the curb, from a storm sewer intake.

- (2) Open swales, as opposed to enclosed systems, shall be permitted where appropriate as determined by the Department.

- 3. The procedure for zoning to the "E-1/2AC" District and site plan approval is established in Article 02 of this UDC.

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator
From: Justin Wyse, Director of Planning *JW*
Date: March 2, 2020 See Bill No. 3289

RE: **P.Z. 16-2019: 1420 Schoettler Rd. & 15000 South Outer Forty Rd. (Daniel Prosser and Peter Pfeifer)**: A request for a Zoning Map Amendment from a “NU” Non-Urban District to an “E ½ AC” Estate Half Acre District for two tracts of land totaling 6.00 acres located on the east side of Schoettler Road, north of its intersection with Grantley Drive (19S640262), (19R430165).

Summary

Mr. Daniel Prosser and Mr. Peter Pfeifer have submitted a request for a zoning map amendment from a “NU” Non-Urban District to an “E ½ AC” Estate Half Acre District. The request includes two parcels totaling 6.00 acres of land located on the east side of Schoettler Road, north of its intersection with Grantley Drive. No physical improvements are proposed at this time for this tract of land.

A Public Hearing regarding this petition was held at the January 13, 2020 Planning Commission meeting, in which two (2) persons spoke in opposition, and one (1) person spoke in neutral position regarding the project. Planning Commission opted to not take a vote for this conventional change of zoning petition at the same meeting, stating that more information would be needed regarding the timeline of attached single-family being removed as a permitted use from the E-1/2 AC District. This request is for a straight (conventional) zoning map amendment, which does not require a Preliminary Plan or an Attachment A to be included for the new district.

On February 10, 2020, the Planning Commission recommended approval of this change of zoning by a vote of 7-0 following a discussion on the permitted use of Attached Single-Family Dwelling Units within the E-1/2 AC District.

On February 20, 2020, City of Chesterfield Planning and Public Works Committee motioned to forward this project as submitted to City Council with a recommendation to approve which passed by a vote of 4-0. The first reading for this petition will be held at the March 2, 2020 City Council meeting.

Attached to this report, please find a copy of the February 10, 2020 Planning Commission Staff Report, Draft Legislation, Survey and Tree Stand Delineation.

Attachments: February 10, 2020 Planning Commission Staff Report
Draft Legislation
Tree Stand Delineation
Survey



Figure 1: Subject Site Aerial



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: Zoning Map Amendment

Meeting Date: February 10, 2020

From: Chris Dietz, Planner 

Location: 1420 Schoettler Road & 15000 South Outer Forty Road

Description: **P.Z. 16-2019: 1420 Schoettler Rd. & 15000 South Outer Forty Rd. (Daniel Prosser and Peter Pfeifer)**: A request for a zoning map amendment from a “NU” Non-Urban District to a “E ½ AC” Estate Half Acre District for two tracts of land totaling 6.00 acres located on the east side of Schoettler Road, north of its intersection with Grantley Drive (19S640262), (19R430165).

PROPOSAL SUMMARY

Mr. Daniel Prosser and Mr. Peter Pfeifer have submitted a request for a zoning map amendment from a “NU” Non-Urban District to a “E ½ AC” Estate Half Acre District. The request includes two parcels totaling 6.00 acres of land located on the east side of Schoettler Road, north of its intersection with Grantley



Figure 1: Subject Site Aerial

Drive. No physical improvements are proposed at this time for this tract of land. A Public Hearing regarding this petition was held at the January 13, 2020 Planning Commission meeting, in which two (2) persons spoke in opposition, and one (1) person spoke in neutral position regarding the project. Planning Commission opted to not take a vote for this conventional change of zoning petition at the same meeting, stating that more information would be needed regarding the timeline of attached single-family being removed as a permitted use from the E-1/2 AC District. A Public Hearing for this issue will be held at the February 10, 2020 Planning Commission meeting.

HISTORY OF SUBJECT SITE

The site was zoned “NU” Non-Urban by St. Louis County prior to its incorporation into the City of Chesterfield. In 2016, the site was the subject of a Change of Zoning request to an “R6A” Residence District (P.Z. 09-2016) as part of a larger “PUD” Planned Unit Development which involved 14.29 acres to the west which were not contiguous with this 6.00-acre site (P.Z. 10-2016). Both requests were withdrawn in early 2017 by the applicant, leaving this tract’s original “NU” Non-Urban zoning designation unchanged.

LAND USE AND ZONING

Direction	Zoning (this should be bolded)	Land Use
North	“R1A” Residence District, and “PC” Planned Commercial District beyond Interstate 64	“R1A” – Undeveloped; “PC” – Office
South	“R1A” Residence District	Single Family Residential
East	“R1A” and “R2” Residence Districts	Single Family Residential
West	“NU” Non-Urban District	Single Family Residential

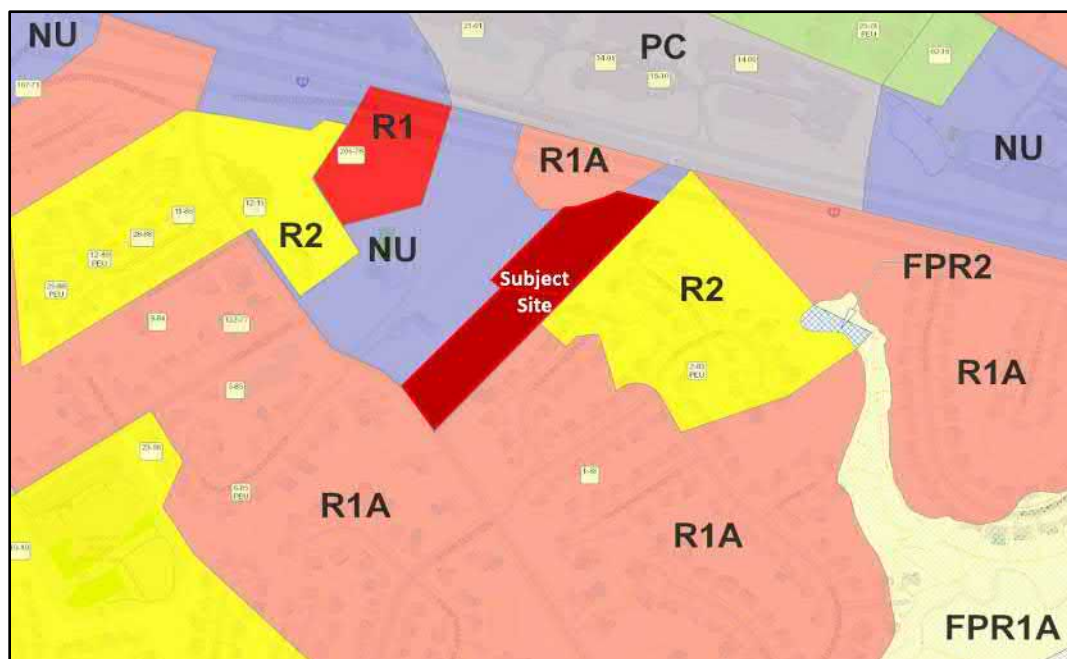


Figure 2: Zoning Map

COMPREHENSIVE PLAN

The existing land use surrounding the subject site is single-family residential. However, the City's Land Use Plan designates this site as Residential Multi-Family, bordering Residential Single Family to the south and east. There are a few Plan Policies that pertain to this request as well:

- **2.1.1 Conservation of Existing Quality of Life:**
Preserve and enhance the quality of life in Chesterfield as exemplified by its existing neighborhoods and the development that now exists.
- **2.1.3 Encourage Preservation of Existing Residential Neighborhoods:**
Preserve or improve existing residential neighborhoods' identities.



Figure 3: Future Land Use Plan

STAFF ANALYSIS

Zoning

As this zoning request is for a change to a “straight” (conventional) zoning district, there will be no preliminary plan or “Attachment A” in accordance with City Code. Development requirements and permitted land uses will be those established for the “E1/2AC” Estate Half Acre District in the City of Chesterfield's Unified Development Code.

REQUEST

Staff has provided a copy of the January 13, 2020 Public Hearing report, survey and tree stand delineation for this petition attached in this packet. This petition has met all filing requirements and procedures of the City of Chesterfield. Staff recommends action from Planning Commission on this Change of Zoning request.

Attachments: January 13, 2020 Public Hearing Report
Survey
Tree Stand Delineation

BILL NO. _3289_____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF THE “NU” NON-URBAN DISTRICT TO THE “E-1/2 AC” ESTATE DISTRICT FOR TWO TRACTS OF LAND TOTALING 6.00 ACRES LOCATED ON THE EAST SIDE OF SCHOETTLER ROAD, NORTH OF ITS INTERSECTION WITH GRANTLEY DRIVE. (P.Z. 16-2019 1420 SCHOETTLER ROAD & 15000 SOUTH OUTER FORTY ROAD {PROSSER & PFEIFER} 19S640262 & 19R430165).

WHEREAS, the Petitioners, Daniel Prosser and Peter Pfeifer, have requested a change in zoning from the “NU” Non-Urban District to an “E-1/2 AC” Estate District for two tracts of land totaling 6.00 acres located on the east side of Schoettler Road, north of its intersection with Grantley Drive; and,

WHEREAS, a Public Hearing was held before the Planning Commission on January 13, 2020; and,

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

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

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

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

Section 1. City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing an “E-1/2 AC” Estate District designation for 6.00 acres located on the east side of Schoettler Road, north of its intersection with Grantley Drive and as described as follows:

A tract of land being Lots 2 and 3 of SJM Estates, a subdivision filed for record in Plat Book 200, page 47, of the St. Louis County, Missouri records all being in Township 45 North, Range 4 East of the Fifth Principal

Meridian, City of Chesterfield, St. Louis County, Missouri and being more particularly described as follows:

BEGINNING at a point on the Northeastern line of Schoettler Road being the Southwest corner of Lot 3 of SJM Estates, a subdivision filed for record in Plat Book 200, Page 47 of the St. Louis County records; thence along the Northwestern line of said Lot 2 North 42 degrees 55 minutes 13 seconds East, 540.00 feet to the Northeast corner thereof, being the Southwest corner of Lot 3; thence along the Western line of Lot 3 thence North 47 degrees 04 minutes 47 seconds West, 58.28 feet to a point; thence North 42 degrees 55 minutes 13 seconds East, 328.11 feet to a point; thence North 84 degrees 16 minutes 13 seconds East, 117.80 feet to a point; thence North 71 degrees 28 minutes 13 seconds East, 170.00 feet to a point on the southern line of Missouri State Highway I-64; thence along said right of way line North 44 degrees 41 minutes 13 seconds East 16.85 feet to a point; thence South 13 degrees 43 minutes 13 seconds West, 20.23 feet to a point; thence South 75 degrees 45 minutes 32 seconds East, 151.68 feet to the Northeast corner of Lot 3; thence along the Southeast line of Lots 3 and 2 South 45 degrees 15 minutes 13 seconds West, 1216.83 feet to the aforesaid Northeastern line of Schoettler Road; thence along said line North 33 degrees 33 minutes 47 seconds West, 177.15 feet to a point; thence North 55 degrees 44 minutes 47 seconds West, 22.73 feet to the Point of Beginning and containing 6.00 acres more or less.

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

Section 3. The City Council, pursuant to the petition filed by Daniel Prosser and Peter Pfeifer in P.Z. 16-2019, requesting the amendment embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 13th day of January 2020, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

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

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

Passed and approved this _____ day of _____, 2020

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 03/02/2020

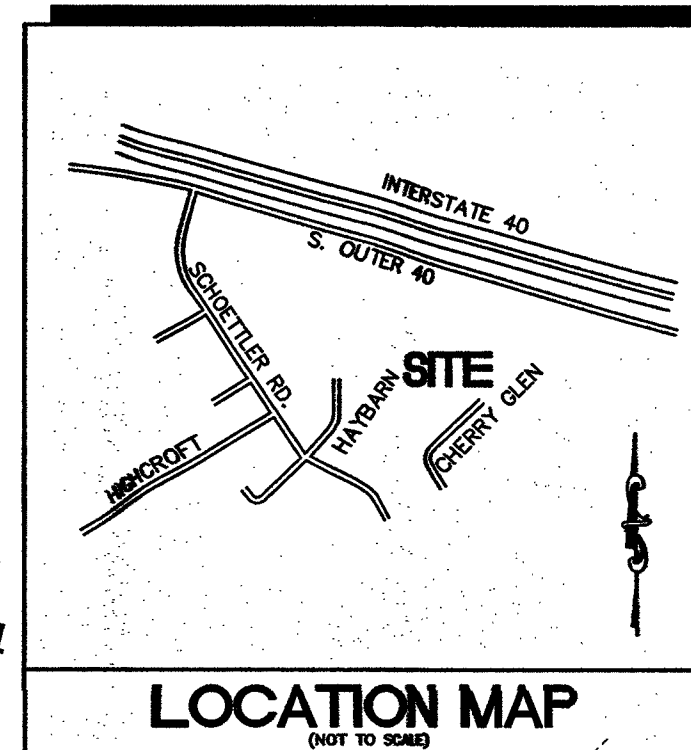
RECORD BOUNDARY & TOPOGRAPHIC SURVEY

A TRACT OF LAND BEING LOTS 2 AND 3 OF SJM ESTATES

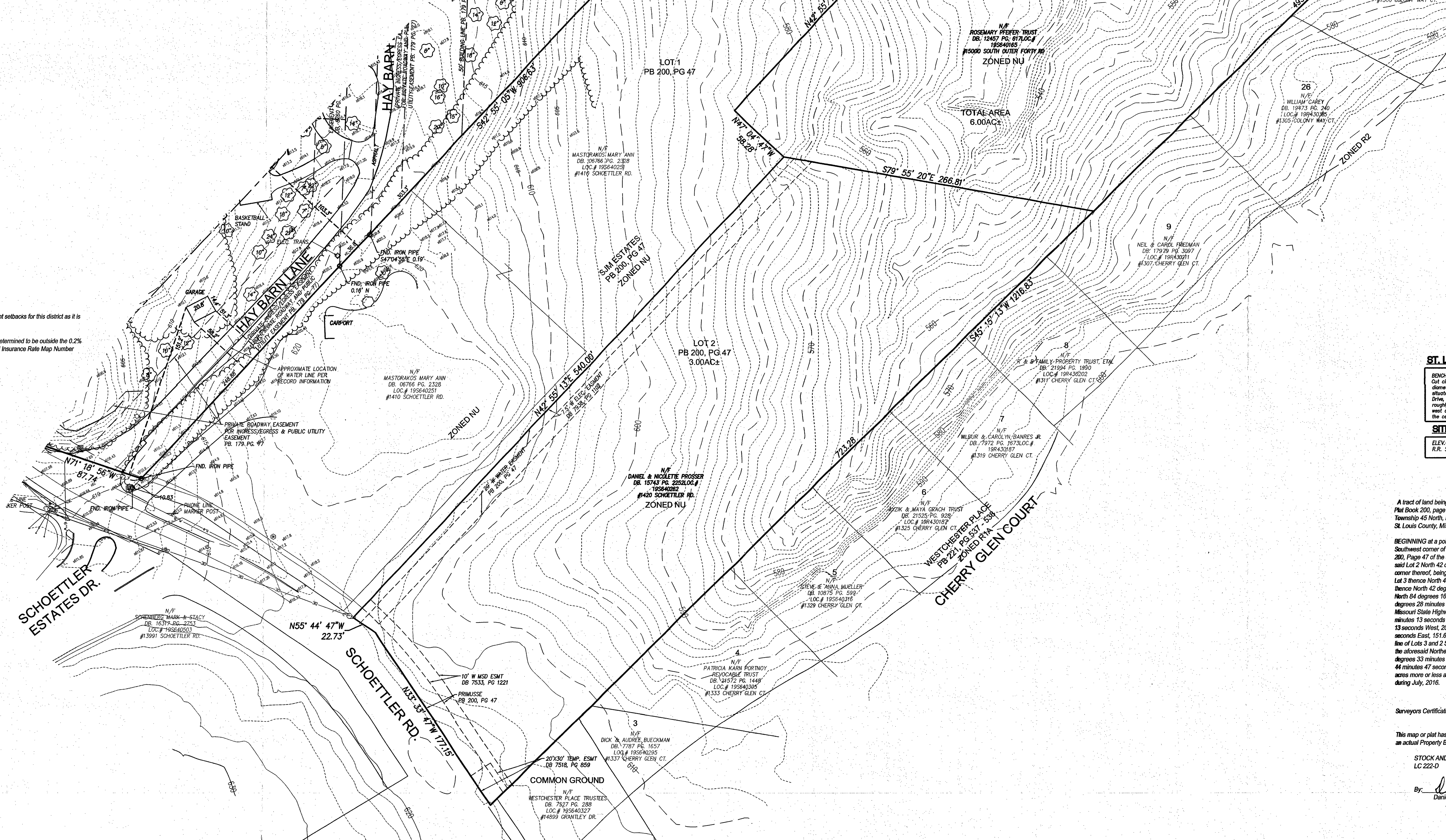
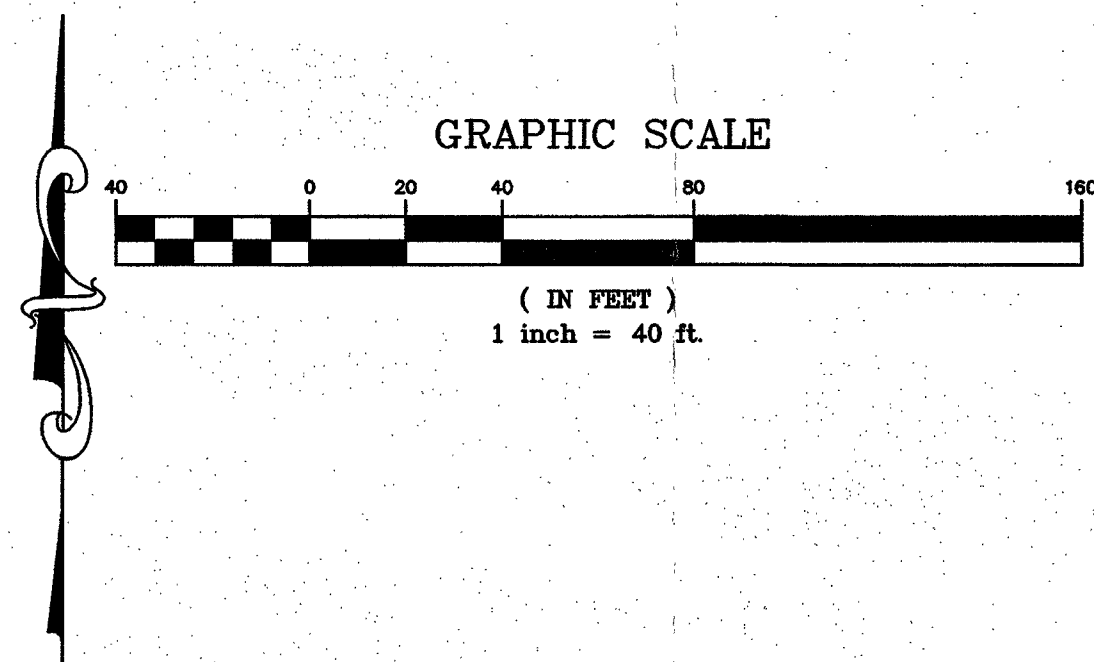
AS RECORDED IN PLAT BOOK 200, PAGE 47

IN U.S. SURVEY 370

TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



LEGEND	
	BENCH MARK
	FOUND IRON ROD
	FOUND IRON PIPE
	RIGHT OF WAY MARKER
	UTILITY POLE
	SUPPORT POLE
	UTILITY POLE WITH LIGHT
	LIGHT STANDARD
	ELECTRIC METER
	ELECTRIC MANHOLE
	ELECTRIC PEDESTAL
	ELECTRIC SPLICE BOX
	GAS DRIP
	GAS METER
	GAS VALVE
	TELEPHONE MANHOLE
	TELEPHONE PEDESTAL
	TELEPHONE SPLICE BOX
	CABLE TV PEDESTAL
	FIRE HYDRANT
	FIRE DEPARTMENT CONNECTION
	WATER MANHOLE
	WATER METER
	WATER VALVE
	POST INDICATOR VALVE
	CLEAN OUT
	STORM MANHOLE
	GRATED MANHOLE
	STORMWATER INLET
	GRATED STORMWATER INLET
	SANITARY MANHOLE
	TREE
	BUSH
	TRAFFIC SIGNAL
	PAVING METER
	STREET SIGN
	SPRINKLER
	MAIL BOX



GENERAL NOTES:

- 1) Subject property is Zoned "NU".
Note: The City of Chesterfield does not list any current setbacks for this district as it is designated on the Inactive list.
- 2) Subject property lies within Flood Zone X (areas determined to be outside the 0.2% annual chance flood) according to the National Flood Insurance Rate Map Number 21180C0170K with an effective date of 12/04/2015.

ABBREVIATIONS

C.O.	CLEANOUT
D.B.	DEED BOOK
E.	ELECTRIC
FL.	FLOWLINE
FT.	FEET
FND.	FOUND
G.S.	GAS
M.H.	MANHOLE
N/F.	NOW OR FORMERLY
P.B.	PLAT BOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.V.C.	POLYVINYL CHLORIDE PIPE
R.C.P.	REINFORCED CONCRETE PIPE
SQ.	SQUARE
T.C.	TELEPHONE CABLE
V.C.P.	VERIFIED CLAY PIPE
W.	WATER
(86'W)	RIGHT-OF-WAY WIDTH
M.B.	MAIL BOX

ST. LOUIS COUNTY BENCHMARK

BENCHMARK # 12-38 Elev = 614.33 (NGVD29)
Old circle mark on top of and east of the center of a 6 foot diameter circular concrete storm water junction chamber situated west of Schoettler Road and north of Oakdale Estates Drive, 0.1 mile west of the center of South Outer Forty Road, roughly 2 feet west of the curb on Schoettler Road, 30 feet west of the center of Schoettler Road, and 60 feet north of the center of Oakdale Estates Drive.

SITE BENCHMARK

ELEV = 600.60
R.R. SPIKE IN POWER POLE AS SHOWN HEREON.

Property Description

A tract of land being Lots 2 and 3 of SJM Estates, a subdivision filed for record in Plat Book 200, page 47, of the St. Louis County, Missouri records all being in Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri and being more particularly described as follows:

BEGINNING at a point on the Northeastern line of Schoettler Road being the Southwest corner of Lot 3 of SJM Estates, a subdivision filed for record in Plat Book 200, Page 47 of the St. Louis County records; thence along the Northwestern line of said Lot 2 North 42 degrees 55 minutes 13 seconds East, 540.00 feet to the Northeast corner thereof, being the Southwest corner of Lot 3; thence along the Western line of Lot 3 thence North 47 degrees 46 minutes 47 seconds West 55.28 feet to a point; thence North 42 degrees 55 minutes 13 seconds East, 328.11 feet to a point; thence North 84 degrees 16 minutes 13 seconds East, 117.80 feet to a point; thence North 71 degrees 28 minutes 13 seconds East, 170.00 feet to a point on the southern line of Missouri State Highway I-44; thence along said right of way line North 44 degrees 41 minutes 13 seconds East 16.85 feet to a point; thence South 13 degrees 43 minutes 13 seconds West, 20.23 feet to a point; thence South 75 degrees 45 minutes 32 seconds East, 151.00 feet to the Northeast corner of Lot 3; thence along the Southeast line of Lots 2 and 3 South 42 degrees 15 minutes 13 seconds West, 1216.63 feet to the aforesaid Northeastern line of Schoettler Road; thence along said line North 33 degrees 33 minutes 47 seconds West, 177.15 feet to a point; thence North 55 degrees 44 minutes 47 seconds West, 2273 feet to the Point of Beginning and containing 6.00 acres more or less as per calculations by Stock & Associates Consulting Engineers, Inc. during July, 2016.

Surveyors Certification

This map or plat has been prepared from record information and is therefore subject to an actual Property Boundary Survey.

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

By: *[Signature]*
Daniel Ehlmann, Missouri P.L.S. No. 2215

RECEIVED

SEP - 6 2016
City of Chesterfield
Department of Public Services

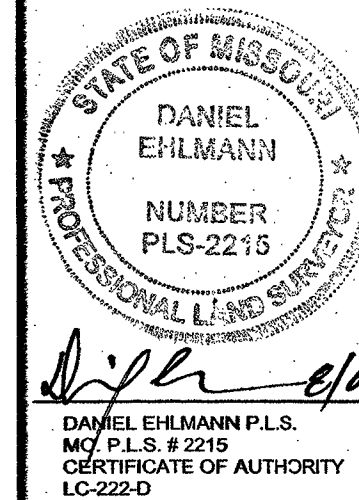
PREPARED FOR:
MIA ROSE HOLDINGS, LLC &
KU DEVELOPMENT, LLC
7 BAXTER LANE
CHESTERFIELD, MO 63017

RECORD BOUNDARY & TOPOGRAPHIC SURVEY

SJM ESTATES LOTS 2 & 3

CHESTERFIELD, MISSOURI

PREPARED BY:
STOCK & ASSOCIATES
Consulting Engineers, Inc.
257 Chesterfield Business Parkway
St. Louis, MO 63006 PH: (636)
630-5000 FAX: (636) 500-3000
e-mail: general@stockassoc.com
Web: www.stockassoc.com



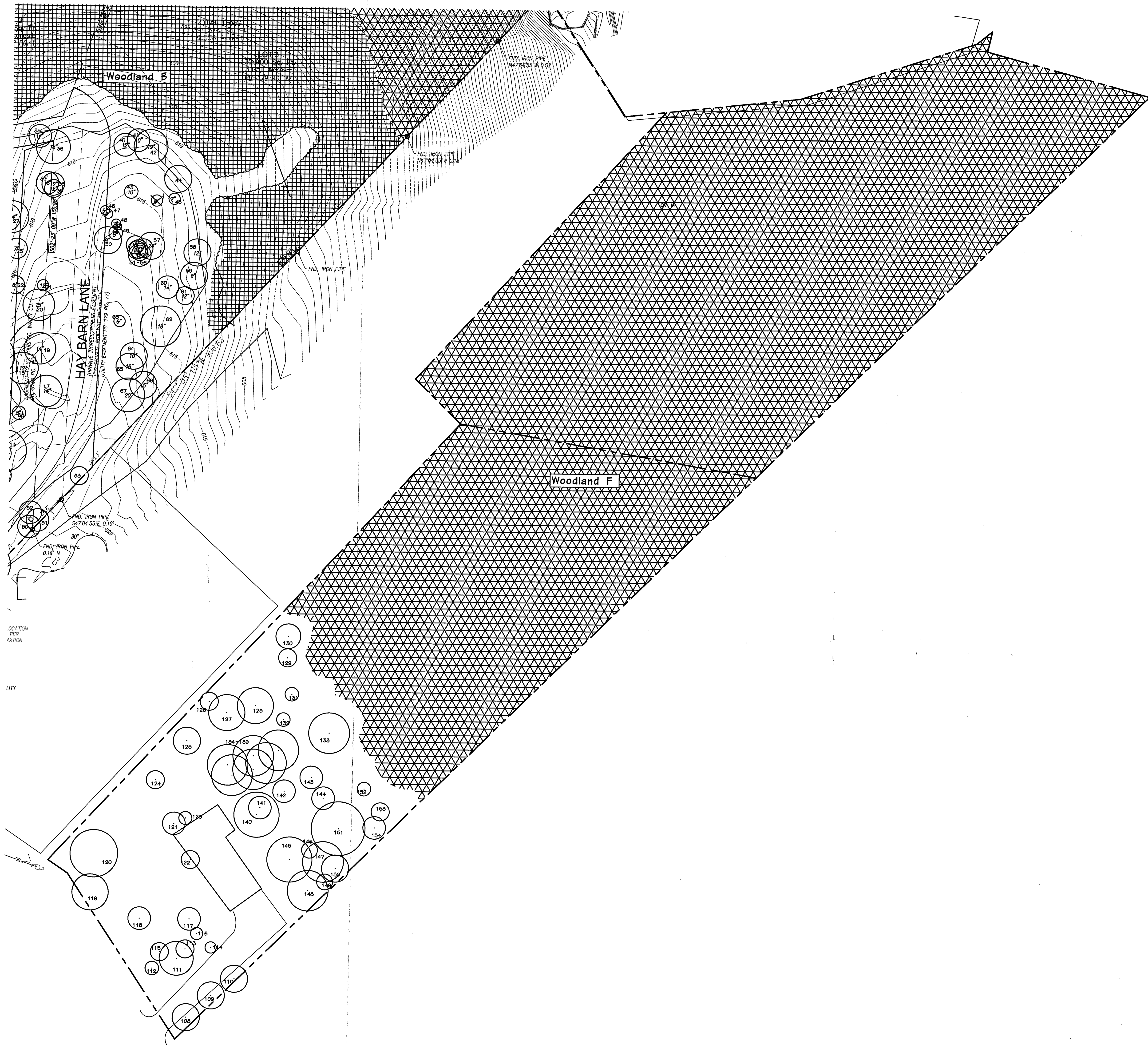
REVISIONS:

1 00000000-

DRAWN BY:	CHK'D BY:
J.K.D.M.E.	D.M.E.
DATE:	JOB NO.
7/15/16	215-5541
M.S.D. P.P.	BASE MAP #
P-XXXXXX	XXX
S.L.C. HRT #	HRT SUP. #
XXXX	XX-XXXX
M.B.A. #	
MO-XXXXXX	

SHEET TITLE:
RECORD BOUNDARY
& TOPOGRAPHIC
SURVEY

SHEET NO.:
SHEET #1



Tree Stand Delineation
SCALE 1" = 40' - 0"

40 West Luxury Living				1420 Schoettler RD.			
Number	Common Name	DBH	Canopy	Area	Condition	Rating	
108	Black Cherry	13	452	3			
109	Red Maple	7	314	3			
110	Black Cherry	17	615	3			
111	Tree of Heaven	18	706	3			
112	Flowering Cherry	6	113	3			
113	Bradford Pear	12	200	2			
114	Freeman Maple	5	78	2			
115	Freeman Maple	7	153	3			
116	Sugar Maple	3	78	3			
117	Black Cherry	15	314	3			
118	Bradford Pear	13	314	2			
119	Pin Oak	17	803	3			
120	Shingle Oak	21	1384	3			
121	Tree of Heaven	16	314	2			
122	Flowering Crab	5	200	3			
123	Freeman Maple	5	113	3			
124	Bradford Pear	11	200	3			
125	Tree of Heaven	12	452	2			
126	Red Cedar	8	200	2			
127	Red Oak	18	803	3			
128	Shingle Oak	19	1017	3			
129	Black Cherry	8	200	2			
130	Mulberry	11	379	1			
131	Freeman Maple	4	78	3			
132	Freeman Maple	4	78	3			
133	Bald Cypress	18	1017	4			
134	Persimmon	11	1017	3			
135	Persimmon	11	1017	3			
136	Persimmon	11	1017	3			
137	Persimmon	11	1017	3			
138	Persimmon	11	1017	3			
139	Persimmon	11	1017	3			
140	Elm	20	1256	2			
141	Elm	8	314	3			
142	Persimmon	10	314	1			
143	Persimmon	19	1256	3			
144	Sassafras	10	314	2			
145	Shingle Oak	21	1756	3			
146	Shingle Oak	7	153	3			
147	Shingle Oak	19	1017	3			
148	Shingle Oak	20	1017	2			
149	Elm	8	354	2			
150	Shingle Oak	12	452	2			
151	Silver Maple	34	2826	2			
152	Redbud	5	113	3			
153	Elm	12	314	2			
154	Elm	8	200	2			
Total			28,333				

Tree Stand Delineation Plan Prepared
by Douglas A. DeLong
Certified Arborist MW-4826A

Douglas A. DeLong
Base Map Provided by: Stock & Associates

PREPARED FOR:
SCHOETTLE LUXURY LIVING LLC
8 JENNYCLIFFE LANE
CHESTERFIELD, MO 63005

PREPARED FOR:
MIA ROSE HOLDINGS LLC
7 BAXTER LANE
CHESTERFIELD, MO 63017

PREPARED FOR:
KU DEVELOPMENT LLC
7 BAXTER LANE
CHESTERFIELD, MO. 63017

Douglas A. DeLong, Landscape Architect LA-81
Consultants:

#1 & #15 Haybarn Lane & 1330 Schoettler RD.
Chesterfield, Missouri 63017

Schoettler Luxury Living LLC

Revisions:		
Date	Description	No.
5/2/16	City Comments	1
7/15/16	Added Property	2

Drawn: **bad**
Checked: **dad**

DeLong Landscape Architecture
7620 West Bruno Ave
St. Louis, MO. 63117
(314) 346-4856
delong.la@gmail.com

Sheet Title:	Tree Stand Delineation
Sheet No:	TSD-2
Date:	4/5/2016
Job #:	155.001

FINANCE AND ADMINISTRATION COMMITTEE

Chair: Councilmember Moore

Vice-Chair: Councilmember Keathley

The next meeting of the Finance and Administration Committee is scheduled for Tuesday, March 3, 2020.

If you have any questions or require additional information, please contact Finance Director Jeannette Kelly prior to Monday's meeting.

PARKS, RECREATION AND ARTS COMMITTEE

Chair: Councilmember DeCampi

Vice Chair: Councilmember Hurt

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

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



PARKS, RECREATION AND ARTS COMMITTEE OF COUNCIL MEETING RESULTS

February 19, 2020

Chairperson DeCampi called the meeting to order at 5:00 p.m.

Those in attendance included:

Councilmember Barbara McGuinness, Ward I
Councilmember Mary Ann Mastorakos, Ward II
Councilmember Dan Hurt, Ward III
Chairperson Tom DeCampi, Ward IV

Also in attendance were:

Superintendent of Arts and Entertainment, Jason Baucom
Executive Assistant, Parks, Recreation & Arts, Ann-Marie Stagoski
Chair of Parks, Recreation & Arts Advisory Committee, Mike Whelan
Councilmember Michael Moore
Councilmember Michelle Ohley

Agenda Item #1: Approval of Minutes

The meeting results of the November 18, 2019 Parks, Recreation & Arts Committee of Council Meeting were submitted for approval. Chair DeCampi made a motion, seconded by Councilmember McGuinness to approve the meeting results. There being no discussion, the motion was passed by a voice vote of 4 to 0.

Agenda Item #2: Creative Arts Alliance Art Recommendation

Superintendent Baucom explained the Creative Arts Alliance Art on Loan program and presented the Parks Advisory Committee's recommendations for the upcoming draft.

This will be our 3rd year participating in the program. The City will lose "Saturday's Distraction" in May. The Works by Jessie Cargas will remain one more year. There was discussion on the price increasing and Superintendent Baucom explained that the Alliance recommended this increase to attract more artists to the pool. They are now getting higher quality pieces in the draft. He went on to explain the draft process and that the works were on loan but prices were listed if there was interest in purchasing them.

There was further discussion on the appeal of individual pieces as well as safety aspects. Parks Advisory Committee Chairperson Whelan stated that locations for the artwork had been explored however, until a piece was secured, there was no location determined. The Committee would recommend fitting the piece to the setting it was placed in and there were options for non-pedestrian areas if the safety of climbing on an individual piece of artwork was an issue. Councilmember Mastorakos thanked and commended the Parks Advisory Committee for all their work.

Councilmember McGuinness moved to accept the recommendations of the Parks Advisory Committee in the order presented by the committee. There was no second.

Councilmember Mastorakos moved to accept the art in the order chosen by the committee with the exception of #3 and the motion was seconded by Councilmember Hurt.

Councilmember McGuinness moved to amend the motion to include deleting #16 as well and the motion was seconded by Councilmember Hurt. There was discussion on whether #16 could be customized and Superintendent Baucom stated that the piece could be painted as we chose.

The vote on the amendment passed by a voice vote of 4-0 and the original motion passed on a voice vote of 4-0.

Agenda Item #3: Unfinished Business

No unfinished business.

Agenda Item #4: New Business

Councilmember McGuinness discussed the need to add benches to property around The Awakening now that the City owns that property. The committee directed Parks staff to look into exploring options of adding new benches or moving current ones.

Agenda Item #5: Adjournment

There being no further business to discuss, Chairperson DeCampi adjourned the meeting at 5:28 p.m.

PUBLIC HEALTH AND SAFETY COMMITTEE

Chair: Councilmember Monachella

Vice Chair: Michael Moore

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

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

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

Resolution No. 458 - Brandywine Neighborhood Improvement District

A resolution establishing the Brandywine Neighborhood Improvement District in the City of Chesterfield, accepting the plans and specifications and ordering preparation of a proposed assessment roll, calling a public hearing to consider the proposed improvements and proposed assessments, and directing the City Clerk to give notice of such hearing for the Brandywine Neighborhood Improvement District.

(Roll Call Vote) Department of Public Works recommends approval

Bid Recommendation - 2020 Selective Slab Replacement, Project A

Recommendation that the City Administrator be authorized to enter into an Agreement with Amcon Municipal Concrete in an amount not to exceed \$1,100,000. Please note that the recommended allocation for Project A and Project B in aggregate is \$2,200,000, which is slightly below the 2020 Budget of \$2,230,000.

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

Bid Recommendation - 2020 Selective Slab Replacement, Project B

Recommendation that the City Administrator be authorized to enter into an Agreement with J. M. Marschuetz Construction Co. in an amount not to exceed \$1,100,000. Please note that the recommended allocation for Project A and Project B in aggregate is \$2,200,000, which is slightly below the 2020 Budget of \$2,230,000.

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

Bid Recommendation – 2019 Accessible Sidewalk Ramp Improvement Project

Recommendation to accept the low bid, as submitted by Sweetens Concrete, in the amount of \$34,415, with a funding authorization in an amount not to exceed \$41,900. This will allow construction of the Base Bid, all alternates, and a contingency should change orders become necessary. This entire project will be funded through the CDBG Program, and there will be no cost to the City of Chesterfield.

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

Bid Approval – Pyrotechnic display (Roll Call Vote)

The Department of Parks, Recreation and Arts sought proposals for the annual Independence Day fireworks show. Not surprisingly, we only received one proposal, from J.M. Display. There are simply not that many vendors and each vendor has a limited capacity to produce multiple shows. We have contracted with J.M. Displays previously and have experienced successful shows. Proposals were sought for the 2020 display, with an option to set three-year pricing. J.M. Displays offered to hold their pricing for the three-year period, and offered a fifteen percent discount (value of additional pyrotechnic product) if the multi-year proposal is accepted. It is staff's recommendation that this proposal is competitive and provides the greatest value to the community. Accordingly, I join with Parks, Recreation and Arts Director Tom McCarthy in recommending acceptance of the sole proposal submitted by J.M. Displays, with three-year pricing, and to authorize me as City Administrator, to execute the necessary contract documents for this year's fireworks display

Liquor License Requests (Voice Vote)

PINSPIRATION, 164 CHESTERFIELD COMMONS EAST RD (formerly St. Louis Wine Market) ... has requested a liquor license for retail sale of wine by the drink, to be consumed on premise, plus Sunday sales.

Memorandum

Department of Public Works



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

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

DATE: February 19, 2020 Res. 458

RE: Brandywine Neighborhood Improvement District

The streets within the Brandywine subdivision are private streets comprised of concrete with an asphalt overlay. These streets are over 40 years old and in declining condition. The subdivision studied the matter at length, over a number of years, and contemplated several different improvement projects. Ultimately, Brandywine determined that a Neighborhood Improvement District (NID), with Public Works Staff managing the project, was the best way to reconstruct its streets. Accordingly, on September 10, 2018 the Brandywine Subdivision submitted a NID pre-application formally requesting the creation of a NID to reconstruct their private streets. The Pre-Application included all of the required information, including approval of a minimum of seventy percent of the qualified voters residing within the proposed district. 156 of the 173 eligible voters (91%) voted in favor of the NID.

On January 7, 2019 the City of Chesterfield City Council approved the pre-application from the Brandywine Subdivision for the creation of a NID in order to reconstruct its private streets. The preliminary estimate to reconstruct the streets within Brandywine, provided by City Staff at the time of the pre-application, was \$1,090,000. That estimate remains current.

Since the approval of the pre-application, the City Staff has met with representatives from Brandywine to further define the project scope. Based upon these meetings, Public Works Staff created Bid Documents, including plans and specifications. Additionally, Public Works Staff worked with Brandywine and Legal Counsel to create a final NID petition which met the requirements of 67.457 RSMO. That petition was later circulated by Brandywine and approved by over two-thirds of the owners of real property within the proposed NID District.

The Brandywine NID project was publicly advertised, with bids opened on February 18, 2020, as detailed in the attached memorandum from Project Manager Mark Wilson. After reviewing the bids, Staff recommends the project be awarded to the low bidder, JM Marschuetz Construction Company in an amount not to exceed \$1,000,000. This includes the low bid amount (\$905,747) and a ten percent contingency to account for

change orders which may become necessary during construction of the project. JM Marschuetz has successfully performed street replacement work in the City of Chesterfield in the past and is positively recommended by City Staff.

Prior to moving forward with this project and creating the NID, there are a number of items which should be considered by City Council. Specifically:

- 1) March 2, 2020: City Council should consider approval of Resolution 458 (attached). The primary purpose of this resolution is that it establishes the Brandywine Neighborhood Improvement District. It also does the following:
 - a. Accepts the plans and specification created in order to construct the NID project.
 - b. Orders preparation of an Assessment Roll to be used in order to apportion the costs associated with the NID to the properties within the NID.
 - c. Calls for a Public Hearing to be held at the March 20, 2020 meeting.
- 2) March 16, 2020: A Public Hearing should be held regarding the NID at 6:30 pm, immediately before the City Council meeting.
- 3) March 16, 2020: City Council should consider approval of Resolution 459 (attached). This resolution authorizes the improvements to be made within the Brandywine NID and directs Finance Staff to obtain financing for this project.
- 4) March 16, 2020: City Council should consider approval of a Budget Amendment in the amount of \$1,090,000 from the General Fund – Fund Reserves to the Capital Projects Fund. This will cover the costs of construction, material testing, and legal fees associated with the NID.
- 5) March 16, 2020: City Council should consider authorizing the City Administrator to approve a Purchase Order to JM Marschuetz Construction Company in an amount not to exceed \$1,000,000.

Once all five actions above are taken, Public Works Staff will commence management of the project and ensure that it is completed in accordance with the plans and specifications. After completion of the project, Public Works Staff will compile all costs, including material testing and legal fees, and present those to the Finance Director. The Finance Director will then gather all information necessary to issue general obligation bonds to fund the project. That information will again be presented to City Council (likely in the fall of 2020) who will approve the bond issuance and the final costs to be allocated within the Assessment Roll. Once the bonds are issued and the cash is received by the City, it will be returned to the General Fund. That is expected to occur in 2021.

Action Recommended

This matter should be forwarded to City Council. Should Council concur with Staff's recommendation, it should approve Resolution 458 at the March 2, 2020 meeting. Then, on March 16, City Council should hold a Public Hearing, approve Resolution 459, authorize the necessary Budget Adjustment, and authorize approval of a construction contract with JM Marschuetz in an amount not to exceed \$1,000,000.

I acknowledge this is a rather complex matter, and would be happy to answer any questions or provide additional information if requested.

Concurrence:



Jeannette Kelly, Finance Director

Memorandum

Department of Public Works

TO: Jim Eckrich, Public Works Director

FROM: Mark Wilson, Project Manager

DATE: February 18, 2020

RE: Brandywine NID, 2020-PW-08

As you are aware, we opened bids for the above referenced project Tuesday, February 18, 2020. Five bids were received:

<u>Contractor</u>	<u>Total Bid</u>
J.M. Marschuetz Construction Co.	\$905,746.95
Sweetens Concrete Services	\$909,909.09
Spencer Contracting	\$944,611.70
Amcon Municipal Concrete	\$961,379.33
Lamke Trenching and Excavating	\$1,063,789.05

The low bidder, J.M. Marschuetz Construction has successfully performed street replacement work in the past in the City of Chesterfield.

Accordingly, I recommend acceptance of the bid of \$905,746.95 submitted by J.M. Marschuetz and request authorization of work up to the amount of \$1,000,000.00. Additional funding may be required to address unforeseen conditions below the existing current asphalt pavement.

A copy of the low bid from J.M. Marschuetz is attached. Should you require additional information, please advise.

Cc: Zach Wolff, Senior Civil Engineer

EXHIBIT A

BID FORM

BID TIME: 11:00 a.m.

BID DATE: Tuesday, February 18, 2020

TO: THE CITY OF CHESTERFIELD

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

Brandywine NID
2020-PW-08

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

The City is requesting unit price proposals for this work, consisting of removing approximately 16,000 sq. yd. of asphalt over concrete pavement and reconstructing concrete pavement in its place, property restoration, and other necessary appurtenances. Concrete pavement to be constructed consists of approximately 11,000 sq. yd. of 7" PCC for streets and approximately 5,000 sq. yd. of 6" PCC for parking areas.

This contract contains a binding alternative dispute resolution provision, which may be enforced by the parties.

Bid submitted by:

Company Name: J.M. Marschnetz Construction

Address: 15 Truitt Dr.

City, State Eureka, MO

Phone number: 636-938-3600 Fax: 636-938-3600

E-mail address: todd@marschuetz.com

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

Officer Todd Wall

Title Vice President

Signature Todd Wall

Date _____

**ITEMIZED BID
CITY OF CHESTERFIELD
2020 Brandywine NID
2020-PW-08**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	REMOVE STREET PAVEMENT AND REPLACE WITH 7" PCC	Sq. Yd.	10,998	\$ 48.25	\$ 530,653.50
2	REMOVE PARKING PAVEMENT AND REPLACE WITH 6" PCC	Sq. Yd.	4,684	\$ 46.25	\$ 216,635.00
3	REMOVE PAVEMENT AND REPLACE WITH TOPSOIL	Sq. Yd.	80	\$ 30.75	\$ 2,460.00
4	JOINT SEALANT	Sq. Yd.	15,682	\$ 1.80	\$ 28,227.60
5	4" ROLLED STONE BASE	Sq. Yd.	15,682	\$ 4.40	\$ 69,000.80
6	UNDERGRADING	Cu. Ft.	800	\$ 0.50	\$ 400.00
7	GEOTEXTILE FABRIC	Sq. Yd.	15,682	\$ 0.90	\$ 14,113.80
8	STRUCTURAL GEOGRID	Sq. Yd.	300	\$ 1.00	\$ 300.00
9	BACKFILL, SEEDING, & MULCHING	Sq. Yd.	733	\$ 1.00	\$ 733.00
10	TRAFFIC CONTROL	Each	1	\$ 13,000.00	\$ 13,000.00
11	PAVED APPROACHES	Sq. Yd.	160	\$ 58.00	\$ 9,280.00
12	SAWCUTTING	Lin. Ft.	123	\$ 4.50	\$ 553.50
13	UNDERDRAINS	Lin. Ft.	286	\$ 14.00	\$ 4,004.00
14	PCC SIDEWALK AND CURB RAMPS	Sq. Ft.	62	\$ 10.00	\$ 620.00
15	DETECTABLE WARNING SURFACE	Each	1	\$ 350.00	\$ 350.00
16	REPLACEMENT OF INLET SILL	Each	5	\$ 400.00	\$ 2,000.00
17	ADJUSTMENT OF INLET SILL	Each	6	\$ 350.00	\$ 2,100.00
18	DRILLING AND DOWELING	Each	123	\$ 11.50	\$ 1,414.50
19	A2 JOINTS	Lin. Ft.	355	\$ 12.75	\$ 4,526.25
20	SILT FENCE	Lin. Ft.	200	\$ 1.00	\$ 200.00
21	INLET PROTECTION	Each	19	\$ 50.00	\$ 950.00
22	REPLACE/ADJUST GRATED INLET	Each	1	\$ 2,100.00	\$ 2,100.00
23	PARKING BLOCKS	Each	25	\$ 85.00	\$ 2,125.00
TOTAL BID					\$ 905,746.95



BID TABULATION
2020 Brandywine NID
2020-PW-08
February 18, 2020

ITEM #	DESCRIPTION	UNIT	QUANTITY	Project Estimate		J.M. Marschuetz Construction		Sweetens Concrete Services		Spencer Contracting	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	REMOVE STREET PAVEMENT AND REPLACE WITH 7" PCC	Sq. Yd.	10,998	\$49.00	\$538,902.00	\$48.25	\$530,653.50	\$46.00	\$505,908.00	\$50.00	\$549,900.00
2	REMOVE PARKING PAVEMENT AND REPLACE WITH 6" PCC	Sq. Yd.	4,684	\$49.00	\$229,516.00	\$46.25	\$216,635.00	\$44.50	\$208,438.00	\$45.91	\$215,042.44
3	REMOVE PAVEMENT AND REPLACE WITH TOPSOIL	Sq. Yd.	80	\$40.00	\$3,200.00	\$30.75	\$2,460.00	\$36.45	\$2,916.00	\$32.20	\$2,576.00
4	JOINT SEALANT	Sq. Yd.	15,682	\$1.75	\$27,443.50	\$1.80	\$28,227.60	\$2.85	\$44,693.70	\$1.62	\$25,404.84
5	4" ROLLED STONE BASE	Sq. Yd.	15,682	\$4.50	\$70,569.00	\$4.40	\$69,000.80	\$4.90	\$76,841.80	\$4.50	\$70,569.00
6	UNDERGRADING	Cu. Ft.	800	\$1.00	\$800.00	\$0.50	\$400.00	\$1.30	\$1,040.00	\$1.00	\$800.00
7	GEOTEXTILE FABRIC	Sq. Yd.	15,682	\$1.00	\$15,682.00	\$0.90	\$14,113.80	\$1.10	\$17,250.20	\$1.00	\$15,682.00
8	STRUCTURAL GEOGRID	Sq. Yd.	300	\$1.00	\$300.00	\$1.00	\$300.00	\$1.80	\$540.00	\$1.71	\$513.00
9	BACKFILL, SEEDING, & MULCHING	Sq. Yd.	733	\$1.00	\$733.00	\$1.00	\$733.00	\$4.50	\$3,298.50	\$30.27	\$22,187.91
10	TRAFFIC CONTROL	Each	1	\$16,500.00	\$16,500.00	\$13,000.00	\$13,000.00	\$7,361.39	\$7,361.39	\$7,500.00	\$7,500.00
11	PAVED APPROACHES	Sq. Yd.	160	\$56.75	\$9,080.00	\$58.00	\$9,280.00	\$80.00	\$12,800.00	\$80.50	\$12,880.00
12	SAWCUTTING	Lin. Ft.	123	\$3.00	\$369.00	\$4.50	\$553.50	\$3.00	\$369.00	\$4.00	\$492.00
13	UNDERDRAINS	Lin. Ft.	286	\$15.50	\$4,433.00	\$14.00	\$4,004.00	\$35.00	\$10,010.00	\$15.00	\$4,290.00
14	PCC SIDEWALK AND CURB RAMPS	Sq. Ft.	62	\$7.25	\$449.50	\$10.00	\$620.00	\$15.00	\$930.00	\$19.48	\$1,207.76
15	DETECTABLE WARNING SURFACE	Each	1	\$365.00	\$365.00	\$350.00	\$350.00	\$200.00	\$200.00	\$138.00	\$138.00
16	REPLACEMENT OF INLET SILL	Each	5	\$415.00	\$2,075.00	\$400.00	\$2,000.00	\$500.00	\$2,500.00	\$500.00	\$2,500.00
17	ADJUSTMENT OF INLET SILL	Each	6	\$365.00	\$2,190.00	\$350.00	\$2,100.00	\$300.00	\$1,800.00	\$300.00	\$1,800.00
18	DRILLING AND DOWELING	Each	123	\$12.50	\$1,537.50	\$11.50	\$1,414.50	\$7.50	\$922.50	\$9.50	\$1,168.50
19	A2 JOINTS	Lin. Ft.	355	\$15.50	\$5,502.50	\$12.75	\$4,526.25	\$18.00	\$6,390.00	\$8.00	\$2,840.00
20	SILT FENCE	Lin. Ft.	200	\$1.00	\$200.00	\$1.00	\$200.00	\$3.00	\$600.00	\$4.00	\$800.00
21	INLET PROTECTION	Each	19	\$58.00	\$1,102.00	\$50.00	\$950.00	\$50.00	\$950.00	\$74.75	\$1,420.25
22	REPLACE/ADJUST GRATED INLET	Each	1	\$2,580.00	\$2,580.00	\$2,100.00	\$2,100.00	\$400.00	\$400.00	\$2,400.00	\$2,400.00
23	PARKING BLOCKS	Each	25	\$45.00	\$1,125.00	\$85.00	\$2,125.00	\$150.00	\$3,750.00	\$100.00	\$2,500.00
	BID FORM TOTAL				\$934,654.00		\$905,746.95		\$909,909.09	\$100.00	\$944,611.70



BID TABULATION
2020 Brandywine NID
2020-PW-08
February 18, 2020

ITEM #	DESCRIPTION	UNIT	QUANTITY	Project Estimate		Amcon Municipal Concrete		Lamke Trenching and Excavating	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	REMOVE STREET PAVEMENT AND REPLACE WITH 7" PCC	Sq. Yd.	10,998	\$49.00	\$538,902.00	\$51.30	\$564,197.40	\$58.00	\$637,884.00
2	REMOVE PARKING PAVEMENT AND REPLACE WITH 6" PCC	Sq. Yd.	4,884	\$49.00	\$229,516.00	\$46.50	\$217,806.00	\$51.20	\$239,820.80
3	REMOVE PAVEMENT AND REPLACE WITH TOPSOIL	Sq. Yd.	80	\$40.00	\$3,200.00	\$20.00	\$1,600.00	\$16.00	\$1,280.00
4	JOINT SEALANT	Sq. Yd.	15,682	\$1.75	\$27,443.50	\$1.65	\$25,875.30	\$1.75	\$27,443.50
5	4" ROLLED STONE BASE	Sq. Yd.	15,682	\$4.50	\$70,569.00	\$5.30	\$83,114.60	\$4.75	\$74,489.50
6	UNDERGRADING	Cu. Ft.	800	\$1.00	\$800.00	\$0.50	\$400.00	\$0.95	\$760.00
7	GEOTEXTILE FABRIC	Sq. Yd.	15,682	\$1.00	\$15,682.00	\$0.85	\$13,329.70	\$1.00	\$15,682.00
8	STRUCTURAL GEOGRID	Sq. Yd.	300	\$1.00	\$300.00	\$0.50	\$150.00	\$1.00	\$300.00
9	BACKFILL, SEEDING, & MULCHING	Sq. Yd.	733	\$1.00	\$733.00	\$0.01	\$7.33	\$5.00	\$3,665.00
10	TRAFFIC CONTROL	Each	1	\$16,500.00	\$16,500.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
11	PAVED APPROACHES	Sq. Yd.	160	\$56.75	\$9,080.00	\$55.00	\$8,800.00	\$58.00	\$9,280.00
12	SAWCUTTING	Lin. Ft.	123	\$3.00	\$369.00	\$6.00	\$738.00	\$2.75	\$338.25
13	UNDERDRAINS	Lin. Ft.	286	\$15.50	\$4,433.00	\$15.00	\$4,290.00	\$20.00	\$5,720.00
14	PCC SIDEWALK AND CURB RAMPS	Sq. Ft.	62	\$7.25	\$449.50	\$20.00	\$1,240.00	\$8.00	\$496.00
15	DETECTABLE WARNING SURFACE	Each	1	\$365.00	\$365.00	\$350.00	\$350.00	\$300.00	\$300.00
16	REPLACEMENT OF INLET SILL	Each	5	\$415.00	\$2,075.00	\$335.00	\$1,675.00	\$350.00	\$1,750.00
17	ADJUSTMENT OF INLET SILL	Each	6	\$365.00	\$2,190.00	\$300.00	\$1,800.00	\$400.00	\$2,400.00
18	DRILLING AND DOWELING	Each	123	\$12.50	\$1,537.50	\$9.50	\$1,168.50	\$10.00	\$1,230.00
19	A2 JOINTS	Lin. Ft.	355	\$15.50	\$5,502.50	\$12.50	\$4,437.50	\$15.00	\$5,325.00
20	SILT FENCE	Lin. Ft.	200	\$1.00	\$200.00	\$1.00	\$200.00	\$3.00	\$600.00
21	INLET PROTECTION	Each	19	\$58.00	\$1,102.00	\$50.00	\$950.00	\$100.00	\$1,900.00
22	REPLACE/ADJUST GRATED INLET	Each	1	\$2,580.00	\$2,580.00	\$1,750.00	\$1,750.00	\$2,500.00	\$2,500.00
23	PARKING BLOCKS	Each	25	\$45.00	\$1,125.00	\$100.00	\$2,500.00	\$225.00	\$5,625.00
	BID FORM TOTAL				\$934,654.00		\$961,379.33		\$1,063,789.05

RESOLUTION NO. 458

A RESOLUTION ESTABLISHING THE BRANDYWINE NEIGHBORHOOD IMPROVEMENT DISTRICT IN THE CITY OF CHESTERFIELD, ACCEPTING THE PLANS AND SPECIFICATIONS AND ORDERING PREPARATION OF A PROPOSED ASSESSMENT ROLL, CALLING A PUBLIC HEARING TO CONSIDER THE PROPOSED IMPROVEMENTS AND PROPOSED ASSESSMENTS, AND DIRECTING THE CITY CLERK TO GIVE NOTICE OF SUCH HEARING FOR THE BRANDYWINE NEIGHBORHOOD IMPROVEMENT DISTRICT.

WHEREAS, the City of Chesterfield, Missouri (the “City”) is authorized and empowered pursuant to the Neighborhood Improvement District Act, Sections 67.453 to 67.475 of the Revised Statutes of Missouri, as amended (the “NID Act”), to establish a neighborhood improvement district (NID) when a proper petition has been signed by the owners of record of at least two-thirds by area of all real property located within the proposed District and filed with the City Clerk; and

WHEREAS, in accordance with the City’s NID Policy, prior to establishment of a NID, a pre-application is required, and

WHEREAS, on September 10, 2018, a proper pre-application submittal was received, proposing creation of the Brandywine NID (the “District”), with a petition signed by at least 70% of the owners of real property located within the District, and

WHEREAS, the City Council of the City has reviewed the pre-application proposing the creation of the District for the purpose of replacing streets and parking lots within the boundary of the proposed District (the “Improvements”); and

WHEREAS, on January 7, 2019 the City Council approved the pre-application for establishment of the District and authorized Staff to develop appropriate final project documents, and

WHEREAS, pursuant to the NID Act and City NID Policy, a formal petition was filed with the City Clerk on September 16, 2019 (the “Petition”), proposing the creation of the District, described in more detail on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, plans and specifications, including an estimated cost, have been filed with the City Clerk and are open for public inspection.

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

Section 1. The City Council hereby finds and determines that the Petition was filed in proper form as further described in Section 67.457.3 of the NID Act because:

- a. the Petition was filed in the office of the City Clerk on September 16, 2019 and was signed by the owners of record of at least two-thirds by area of all real property located within the proposed District; and

- b. each owner of record of real property located within the District provided only one signature on the Petition, regardless of the number of parcels owned; and
- c. the names of the signers of the Petition were not withdrawn after filing.

Section 2. Pursuant to Section 67.457.4 of the NID Act and subject to terms of the Petition, the Brandywine Neighborhood Improvement District is hereby established.

Section 3. The City Council further finds and determines that:

- a. The project name for the improvements described in the Petition shall be the “Brandywine Neighborhood Improvement District”.
- b. The nature of the improvements includes replacement of streets and common parking areas within Brandywine Condominium Plats 1 through 5 which constitute Improvements as provided in Section 67.453.5 of the NID Act.
- c. The estimated cost of such improvements, inclusive of associated legal and bonding costs, contingency, and construction inspection and testing is \$1,090,000.00 as shown on Exhibit B, attached hereto and incorporated by reference. The final cost of the Improvements to be assessed against the Property within the District and the amount of general obligation bonds issued therefor shall not, without a new election or petition, exceed this estimated cost by more than twenty-five percent.
- d. There will no annual assessment pursuant to the NID Act to maintain the Improvements. Improvements will be maintained by the Brandywine Condominium Association, the costs of which will be paid for pursuant to the Declarations and Bylaws of said Association.
- e. The District consists of 173 legal owners of property, not including two parcels owned by the Brandywine Condominium Association, as recorded on Plats 1 through 5 of the Brandywine Condominiums according to the St. Louis County Real Estate Ownership and Legal Information Description, the physical addresses of which are described in Exhibit C, attached hereto and incorporated by reference.
- f. All 173 legal owners of real property within the District will be benefitted by the Improvements.
- g. The total cost of the Improvements shall be assessed equally against each of the 173 real property owners within the District.

Section 4. The City Council hereby orders that:

- a. Assessments be made against each of the 173 legal owners’ property with the District, benefitted by the Improvements, based on the estimated cost of improvements of \$1,090,000.00; and
- b. a proposed assessment roll shall be prepared; and
- c. plans and specifications for the Improvements and the proposed assessment roll shall be filed with the City Clerk and shall be open for public inspection.

Section 5. The City Council will conduct a public hearing on March 16, 2020 at 6:30 pm in its City Council Chambers at 690 Chesterfield Parkway West, Chesterfield, Missouri, to consider the proposed Improvements and proposed assessments.

RESOLUTION NO. 458

Section 6. The City Clerk is hereby directed to publish notice of the public hearing in a newspaper of general circulation at least once not more than twenty days and not less than ten days before the hearing and shall state the name of the Improvements, the date, time and place of such hearing, the general nature of the Improvements, the boundaries of the NID to be assessed, and that written or oral objections will be considered at the hearing. The notices of public hearing shall be substantially in the form of Exhibit D, attached hereto and incorporated by reference.

Section 7. The City Clerk, at the time of publishing notice of the public hearing, shall mail to the owners of record of the property made liable to pay the assessments, at their last known post office address, a notice of hearing and a statement of the cost proposed to be assessed against the property so owned and assessed. The failure of any owner to receive such notice shall not invalidate the proceedings. The notice to property owners shall be substantially in the form of Exhibit E, attached hereto and incorporated herein by reference.

Section 8. This Resolution shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2020.

PRESIDING OFFICER

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

BRANDYWINE CONDOMINIUM ASSOCIATION PETITION

BRANDYWINE NID

The Brandywine Condominium Association (the "Association") received pre-application approval from the City of Chesterfield to consider creation of the Brandywine Neighborhood Improvement District (the "Brandywine NID") pursuant to the Neighborhood Improvement District Act, Sections 67.453 to 67.475 of the Revised Statutes of Missouri, as amended (the "NID Act"). The Brandywine NID includes Brandywine Condominium Plats 1-5 as listed in the St. Louis County Real Estate Ownership and Legal Information Description.

The purpose of the Brandywine NID is to complete desired improvements to existing streets and parking areas within the Brandywine NID. More specifically, the improvements include removal and replacement of existing streets and parking lots with new Portland cement concrete pavement, property restoration, minor drainage enhancements, parking blocks and other necessary appurtenances to make for complete and usable streets and parking lots.

The costs incurred for said improvements shall include but not be limited to the preparation of preliminary reports, plans and specifications, public notices, fees and expenses of consultants, interest accrued on borrowed money, issuance of bonds or notes (including reasonably required reserve funds for bonds or notes), materials, labor, permits, reasonable construction contingencies, and work done or services performed by the City of Chesterfield in the administration or supervision of such improvement. The improvements will be maintained by the Association, the costs of which will be paid for pursuant to the Declarations & Bylaws of the Association.

The estimated cost for the proposed improvements is \$1,090,000.00. The final cost of such improvement, which will be assessed against real property within the Brandywine NID, and the amount of the general obligation bonds issued therefor shall not exceed the estimated cost by more than twenty-five percent.

The final cost of the improvement will be assessed equally against each of the 173 legal owners located within the Brandywine NID. Based on the current estimate and a five percent (5%) interest rate, owners would pay either an estimated one-time lump sum assessment of \$6,300.58, or an estimated annual assessment of \$505.57, for a period of 20 years.

NID Petition Process

The Brandywine NID may be created when a proper petition has been signed by the owners of records of at least two-thirds by area of all real property located within the proposed Brandywine NID.

Each owner of record in the Brandywine NID is allowed one signature. Owners of multiple properties are allowed one signature, regardless of the number of properties owned. If the property is owned in trust, one trustee must sign as owner. The

signatures of signers may not be withdrawn later than seven days after the petition is filed with the City Clerk.

Brandywine NID Signature Page

Petitioners respectfully request that the proposed Brandywine NID be established pursuant to the NID Act.

Owner(s) of Record (Print)

Owner(s) Signature

Property Address

EXHIBIT B

Brandywine NID Cost Estimate

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	REMOVE STREET PAVEMENT AND REPLACE WITH 7" P.C.C.	Sq. Yd.	10,998.00	\$49.00	\$538,902.00
2	REMOVE PAVEMENT AND REPLACE WITH TOPSOIL	Sq. Yd.	80.00	\$40.00	\$3,200.00
3	JOINT SEALANT	Sq. Yd.	15,682.00	\$1.75	\$27,443.50
4	4" ROLLED STONE BASE	Sq. Yd.	10,998.00	\$4.50	\$49,491.00
5	UNDERGRADING	Cu. Ft.	800.00	\$1.00	\$800.00
6	GEOTEXTILE FABRIC	Sq. Yd.	10,998.00	\$1.00	\$10,998.00
7	STRUCTURAL GEOGRID	Sq. Yd.	300.00	\$1.00	\$300.00
8	BACKFILL, SEEDING, & MULCHING	Sq. Yd.	733.00	\$1.00	\$733.00
9	TRAFFIC CONTROL	L.S.	1.00	\$16,500.00	\$16,500.00
10	PAVED APPROACHES	Sq. Yd.	160.00	\$56.75	\$9,080.00
11	SAWCUTTING	Lin. Ft.	123.00	\$3.00	\$369.00
12	UNDERDRAINS	Lin Ft.	286.00	\$15.50	\$4,433.00
13	PCC SIDEWALK AND CURB RAMPS	Sq. Ft.	62.00	\$7.25	\$449.50
14	DETECTABLE WARNING SURFACE	Each	1.00	\$365.00	\$365.00
15	REPLACEMENT OF INLET SILL	Each	5.00	\$415.00	\$2,075.00
16	ADJUSTMENT OF INLET SILL	Each	6.00	\$365.00	\$2,190.00
17	DRILLING AND DOWELING	Each	123.00	\$12.50	\$1,537.50
18	A2 JOINTS	Lin. Ft.	355.00	\$15.50	\$5,502.50
19	SILT FENCE	Lin. Ft.	200.00	\$1.00	\$200.00
20	INLET PROTECTION	Each	19.00	\$58.00	\$1,102.00
21	REPLACE/ADJUST GRATED INLET	Each	1.00	\$2,580.00	\$2,580.00
22	REMOVE PARKING PAVEMENT AND REPLACE WITH 6" P.C.C.	Sq. Yd.	4,684.00	\$47.00	\$220,148.00
23	PARKING BLOCKS	Each	25.00	\$45.00	\$1,125.00
Construction					\$899,524.00
5% Construction Contingency					\$44,976.20
Construction Inspection					\$55,000.00
Legal & Bonding					\$90,000.00
Total					\$1,089,500.20

EXHIBIT C

LOCATOR	OWNER	PROPERTY ADDRESS	PROPERTY ZIP CODE	SUBDIVISION
1 19S440424	BRANDYWINE CONDOMINIUM ASSOCIATION	1542 OLD BAXTER RD	63017	BRANDYWINE
2 19S531780	BRANDYWINE CONDOMINIUM ASSOCIATION	15670 HEDGEFORD CT	63017	BRANDYWINE PLAT TWO
3 19S531362	HAYMAN ROBERTA TRUSTEE	15631 HEDGEFORD CT 13	63017	BRANDYWINE CONDOMINIUM PLAT 1 BLDG 3 UNI
4 19S530723	STAAB JAMES F	15593 BEDFORD FORGE DR 21	63017	BRANDYWINE CONDOMINIUM PLAT 2
5 19S540184	WASER SUDA M TRUSTEE	1525 HAMPTON HALL DR 3	63017	BRANDYWINE CONDOMINIUM PLAT 3
6 19S540173	LUKEN SUSAN G	1525 HAMPTON HALL DR 2	63017	BRANDYWINE CONDOMINIUM PLAT 3
7 19S530691	PREY SCOTT W & MARIANNE U H/W	15593 BEDFORD FORGE DR 18	63017	BRANDYWINE CONDOMINIUM PLAT 2
8 19S530701	2010 SAVORY FAMILY TRUST THE	15593 BEDFORD FORGE DR 19	63017	BRANDYWINE CONDOMINIUM PLAT 2
9 19S530712	THOMAS GEORGE R & ROSALIE REVOCABLE	15593 BEDFORD FORGE DR 20	63017	BRANDYWINE CONDOMINIUM PLAT 2
10 19S531692	GREENHOUSE KEIREN	1530 BEDFORD FORGE CT	63017	BRANDYWINE CONDOMINIUM PLAT THREE
11 19S531207	NOBLE JODI E & MICHAEL S T/E	1511 HAMPTON HALL DR	63017	BRANDYWINE CONDOMINIUM PLAT 2
12 19S531218	LYDAY NELDA HALL TRUSTEE	1511 HAMPTON HALL DR 24	63017	BRANDYWINE CONDOMINIUM PLAT 2
13 19S531230	NELSON ROGER ALLEN	15631 HEDGEFORD CT 3	63017	BRANDYWINE CONDOMINIUM PLAT 1
14 19S530800	SCHIELER BARBARA	1512 BEDFORD FORGE CT 5	63017	BRANDYWINE CONDOMINIUM PLAT 2
15 19S531438	SCHREINER JULIE A	15631 HEDGEFORD CT 24	63017	BRANDYWINE CONDOMINIUM PLAT 1 BLDG 3
16 19S531449	WOLFE JULIE	15631 HEDGEFORD CT	63017	BRANDYWINE CONDOMINIUM PLAT 1
17 19S530833	SCHEIDECKER KATHLEEN	1512 BEDFORD FORGE CT 8	63017	BRANDYWINE CONDOMINIUM PLAT 2
18 19S530844	JENKINS JULIE R	1512 BEDFORD FORGE CT 9	63017	BRANDYWINE CONDOMINIUM PLAT 2
19 19S530855	WILSON KATHLEEN	1512 BEDFORD FORGE CT 10	63017	BRANDYWINE CONDOMINIUM PLAT TWO
20 19S530602	CHEN YIXIN	15593 BEDFORD FORGE DR 9	63017	BRANDYWINE CONDOMINIUM PLAT 2
21 19S530811	BAIETTO DONNA K REVOCABLE LIVING TRUST	1512 BEDFORD FORGE CT 6	63017	BRANDYWINE CONDOMINIUM PLAT 2
22 19S530592	HOVIS JO ELLEN	15593 BEDFORD FORGE DR 8	63017	BRANDYWINE CONDOMINIUM PLAT 2
23 19S540294	POWELL ROBERT E & JEAN S H/W	1525 HAMPTON HALL DR 14	63017	BRANDYWINE CONDOMINIUM PLAT 3
24 19S531450	GORDON JAMES O & GLORIA L T/E	15631 HEDGEFORD CT 23	63017	BRANDYWINE CONDOMINIUM PLAT 1 BLDG 3 UNI
25 19S530668	JONES MORRIS ALLEN & PATRICIA T/E	15593 BEDFORD FORGE DR 15	63017	BRANDYWINE CONDOMINIUM PLAT 2
26 19S530613	ZINSELMEIER ROBERT G & ELEANOR C T/E	15593 BEDFORD FORGE DR	63017	BRANDYWINE CONDOMINIUM PLAT 2 BLDG 4
27 19S531384	KENDALL MARVEL R	15631 HEDGEFORD CT 14	63017	BRANDYWINE CONDOMINIUM PLAT 1
28 19S531395	CROOKS NATHELA M TRUST THE	15631 HEDGEFORD CT 19	63017	BRANDYWINE CONDOMINIUM PLAT 1 BLDG 3 UNI
29 19S530624	MARTIN CARL E SR & RITA A T/E	15593 BEDFORD FORGE DR 11	63017	BRANDYWINE CONDOMINIUM PLAT 2
30 19S530635	BURY LUCILLE TRUSTEE	15593 BEDFORD FORGE DR 12	63017	BRANDYWINE CONDOMINIUM PLAT 2
31 19S530646	BARRETT BARBARA	15593 BEDFORD FORGE DR 13	63017	BRANDYWINE CONDOMINIUM PLAT 2 BLDG 4
32 19S440260	WHITE DELORES A & KENNETH W H/H	1521 HEDGEFORD DR 8	63017	BRANDYWINE CONDOMINIUM PLAT 4
33 19S530657	WIESE SARAH LOUISE	15593 BEDFORD FORGE DR 14	63017	BRANDYWINE CONDOMINIUM PLAT 2
34 19S540205	KELLEY WILLIAM H & BETTY K H/W TRUSTEES	1525 HAMPTON HALL DR 5	63017	BRANDYWINE CONDOMINIUM PLAT 3
35 19S540216	MARSHALL EUGENE J & TRUDY P T/E	1525 HAMPTON HALL DR 6	63017	BRANDYWINE CONDOMINIUM PLAT 3
36 19S540227	BETHUNE MARTA	1525 HAMPTON HALL DR 7	63017	BRANDYWINE CONDOMINIUM PLAT 3
37 19S531670	THOMPSON JAN E TRUSTEE	1530 BEDFORD FORGE CT 21	63017	BRANDYWINE CONDOMINIUM PLAT THREE
38 19S531669	KISON IRENE K	1530 BEDFORD FORGE CT 20	63017	BRANDYWINE CONDOMINIUM PLAT 3
39 19S531681	CLAUSER MARJORIE A	1530 BEDFORD FORGE CT 22	63017	BRANDYWINE CONDOMINIUM PLAT 3
40 19S531405	MCLAUGHLIN CINDY	15631 HEDGEFORD CT 20	63017	BRANDYWINE CONDOMINIUM PLAT 1
41 19S531416	ARNO JAMES EDWARD	15631 HEDGEFORD CT 18	63017	BRANDYWINE CONDOMINIUM PLAT 1
42 19S531427	STUTZ FRANK	15631 HEDGEFORD CT 17	63017	BRANDYWINE CONDOMINIUM PLAT 1
43 19S540283	SCHNEIDER CAROL J	1525 HAMPTON HALL DR 13	63017	BRANDYWINE CONDOMINIUM PLAT 3
44 19S531582	ROBY CAROL	1530 BEDFORD FORGE CT 12	63017	BRANDYWINE CONDOMINIUM PLAT 3
45 19S531472	DAVIS CLYDE OPAL H/W	1530 BEDFORD FORGE CT 1	63017	BRANDYWINE CONDOMINIUM PLAT 3
46 19S531483	MILLER DENNIS A	1530 BEDFORD FORGE CT 2	63017	BRANDYWINE CONDOMINIUM PLAT 3
47 19S531494	CLINTON DELLA MAXINE TRUSTEE	1530 BEDFORD FORGE CT 3	63017	BRANDYWINE CONDOMINIUM PLAT 3
48 19S531504	HANDING KATHY	1530 BEDFORD FORGE CT 4	63017	BRANDYWINE CONDOMINIUM PLAT 3
49 19S531515	HALENKAMP JOAN C REVOCABLE LIVING TRUST	1530 BEDFORD FORGE CT 5	63017	BRANDYWINE CONDOMINIUM PLAT 3
50 19S531526	COKER ALFRED LEE & MARGARET SUE H/W	1530 BEDFORD FORGE CT 6	63017	BRANDYWINE CONDOMINIUM PLAT 3
51 19S531571	ROSS RACHAEL	1530 BEDFORD FORGE CT 11	63017	BRANDYWINE CONDOMINIUM PLAT 3
52 19S531461	FAHEY SUELLYN	15631 HEDGEFORD CT 22	63017	BRANDYWINE CONDOMINIUM PLAT 1
53 19S530679	GARNER NANCY A	15593 BEDFORD FORGE DR 16	63017	BRANDYWINE CONDOMINIUM PLAT 2
54 19S530998	COFFIN ROBERT B TRUSTEE	1511 HAMPTON HALL DR 1	63017	BRANDYWINE CONDOMINIUM PLAT 2
55 19S531009	SCHWENT LIVING TRUST THE	1511 HAMPTON HALL DR 2	63017	BRANDYWINE CONDOMINIUM PLAT 2
56 19S531010	DORN STEPHEN E & BERNICE H/W	1511 HAMPTON HALL DR 3	63017	BRANDYWINE CONDOMINIUM PLAT 2
57 19S530547	HEDRICK ALFRED F	15593 BEDFORD FORGE DR 3	63017	BRANDYWINE CONDOMINIUM PLAT 2
58 19S440226	HEISNER LARRY L ET AL T/I/C	1521 HEDGEFORD DR 4	63017	BRANDYWINE CONDOMINIUM PLAT 4
59 19S540162	MILLER ELINOR L	1525 HAMPTON HALL DR 1	63017	BRANDYWINE CONDOMINIUM PLAT 3
60 19S440237	PECK MARION P REVOCABLE LIVING TRUST	1521 HEDGEFORD DR 5	63017	BRANDYWINE CONDOMINIUM PLAT 4
61 19S440271	BEHRING MARIE DOROTHY TRS ETAL	1521 HEDGEFORD DR 9	63017	BRANDYWINE CONDOMINIUM PLAT 4
62 19S440282	BECKHAM RANDALL	1521 HEDGEFORD DR 10	63017	BRANDYWINE CONDOMINIUM PLAT FOUR
63 19S531614	LEATHERS MARILYN P ETAL J/T	1530 BEDFORD FORGE CT 15	63017	BRANDYWINE CONDOMINIUM PLAT 3
64 19S530932	ROBERTS CHARLOTTE J	1512 BEDFORD FORGE CT 18	63017	BRANDYWINE CONDOMINIUM PLAT 2
65 19S530943	CARLSON LINDA CAROL REVOCABLE LIVING	1512 BEDFORD FORGE CT 19	63017	BRANDYWINE CONDOMINIUM PLAT 2
66 19S530954	QUINLAN EILEEN M TRUSTEE ETAL	1512 BEDFORD FORGE CT 21	63017	BRANDYWINE CONDOMINIUM PLAT 2
67 19S531285	SIMONS DIAN A TRUSTEE	15631 HEDGEFORD CT 5	63017	BRANDYWINE CONDOMINIUM PLAT 1 BLDG 3 UNI
68 19S531186	YOUNG KIRWAN H & GWENDOLYN J H/W	1511 HAMPTON HALL DR 21	63017	BRANDYWINE CONDOMINIUM PLAT 2
69 19S531296	ZELLINGER FRANCES R LIVING TRUST	15631 HEDGEFORD CT 7	63017	BRANDYWINE CONDOMINIUM PLAT 1 BLDG 3 UNI
70 19S530196	WALEZAK RITA J ETAL	1509 HEDGEFORD DR 1	63017	BRANDYWINE CONDOMINIUM PLAT 1
71 19S530206	KNOBLOCH SHANNON E	1509 HEDGEFORD DR	63017	BRANDYWINE CONDOMINIUM PLAT 1
72 19S440293	FIGUS GLENN & MARCIA J T/E	1521 HEDGEFORD DR 11	63017	BRANDYWINE CONDOMINIUM PLAT 4
73 19S530217	KIEFFER BOBBIE JEAN & EDWARD H H/H	1509 HEDGEFORD DR 3	63017	BRANDYWINE CONDOMINIUM PLAT 1
74 19S531339	LOBO J PHILIP & CRISTINA CALDWELL T/E	15631 HEDGEFORD CT 10	63017	BRANDYWINE CONDOMINIUM PLAT 1
75 19S531340	HOGAN ROBERT & SHERRI H/W	15631 HEDGEFORD CT 9	63017	BRANDYWINE CONDOMINIUM PLAT 1 BLDG 3
76 19S530877	JOST MARY S REVOCABLE TRUST	1512 BEDFORD FORGE CT 12	63017	BRANDYWINE CONDOMINIUM PLAT 2

77	19S530888	BASSIN TODD	1512 BEDFORD FORGE CT 13	63017	BRANDYWINE CONDOMINIUM PLAT 2
78	19S530822	QUINLAN EILEEN M TRUSTEE	1512 BEDFORD FORGE CT 7	63017	BRANDYWINE CONDOMINIUM PLAT 2
79	19S530536	FLECK DANIEL M ET AL	15593 BEDFORD FORGE DR 2	63017	BRANDYWINE CONDOMINIUM PLAT 2
80	19S531625	PULLIAM DAVID R & MARY ANNE T/E	1530 BEDFORD FORGE CT 16	63017	BRANDYWINE CONDOMINIUM PLAT 3
81	19S531636	SOUTHARD SHIRLEY A	1530 BEDFORD FORGE CT 17	63017	BRANDYWINE CONDOMINIUM PLAT 3
82	19S531647	KERSEY BILLY G	1530 BEDFORD FORGE CT	63017	BRANDYWINE CONDOMINIUM PLAT 3
83	19S531658	HERD JAMES R & EVELYN M H/W	1530 BEDFORD FORGE CT 19	63017	BRANDYWINE CONDOMINIUM PLAT 3
84	19S531702	VERGERE NANCY & JOHN REV LIV TRUST	1530 BEDFORD FORGE CT 24	63017	BRANDYWINE CONDOMINIUM PLAT 3
85	19S531735	BHATT VIPIN & DAMINI T/E	15632 HEDGEFORD CT	63017	BRANDYWINE CONDOMINIUM PLAT 5
86	19S531746	HONG KAREN E	15636 HEDGEFORD CT	63017	BRANDYWINE CONDOMINIUM PLAT 5
87	19S531757	WOLFF NORMAN BARBARA G H/W	15640 HEDGEFORD CT	63017	BRANDYWINE CONDOMINIUM PLAT 5
88	19S531175	BHATT VIPIN B & DAMINI V H/W	1511 HAMPTON HALL DR 19	63017	BRANDYWINE CONDOMINIUM PLAT 2
89	19S530734	PELKER ROBERT R & SHIRLEY A TRUSTEES	15593 BEDFORD FORGE DR 22	63017	BRANDYWINE CONDOMINIUM PLAT 2
90	19S530745	SWANEY DERRICK S	15593 BEDFORD FORGE DR 23	63017	BRANDYWINE CONDOMINIUM PLAT 2
91	19S530756	LEARY DONNA	15593 BEDFORD FORGE DR 24	63017	BRANDYWINE CONDOMINIUM PLAT 2
92	19S530767	FOELSCH ELISE M	1512 BEDFORD FORGE CT 1	63017	BRANDYWINE CONDOMINIUM PLAT 2
93	19S530778	LACY TODD & KELLY H/W	1512 BEDFORD FORGE CT 2	63017	BRANDYWINE CONDOMINIUM PLAT 2
94	19S530789	BRODY LINDA OBERMAN	1512 BEDFORD FORGE CT 3	63017	BRANDYWINE CONDOMINIUM PLAT 2
95	19S530790	ERESH JAMES S	1512 BEDFORD FORGE CT 4	63017	BRANDYWINE CONDOMINIUM PLAT 2
96	19S530525	LETE NOLA M REVOCABLE TRUST THE	15593 BEDFORD FORGE DR 1	63017	BRANDYWINE CONDOMINIUM PLAT 2
97	19S540249	REESE ANN F	1525 HAMPTON HALL DR 9	63017	BRANDYWINE CONDOMINIUM PLAT 3
98	19S540250	STRAATMANN CHRISTOPHER L	1525 HAMPTON HALL DR 10	63017	BRANDYWINE CONDOMINIUM PLAT 3
99	19S540261	SCHOEMEHL KATHLEEN G REVOCABLE TRUST	1525 HAMPTON HALL DR 11	63017	BRANDYWINE CONDOMINIUM PLAT 3
100	19S540272	CRAIG CAROLYN A	1525 HAMPTON HALL DR 12	63017	BRANDYWINE CONDOMINIUM PLAT 3
101	19S531560	MCKENNA PATRICK R	1530 BEDFORD FORGE CT 10	63017	BRANDYWINE CONDOMINIUM PLAT 3
102	19S531559	BUSSMAN SUSAN J	1530 BEDFORD FORGE CT 9	63017	BRANDYWINE CONDOMINIUM PLAT 3
103	19S540360	ARMOUR JOHN L & KAREN M T/E	1525 HAMPTON HALL DR 21	63017	BRANDYWINE CONDOMINIUM PLAT 3
104	19S540371	PRATTE MARY K REVOCABLE TRUST	1525 HAMPTON HALL DR 22	63017	BRANDYWINE CONDOMINIUM PLAT 3
105	19S540382	DPB RESIDENTIAL L L C	1525 HAMPTON HALL DR 23	63017	BRANDYWINE CONDOMINIUM PLAT 3
106	19S540393	MARSHALL DONALD R & JOAN C T/E	1525 HAMPTON HALL DR 24	63017	BRANDYWINE CONDOMINIUM PLAT 3
107	19S531373	STEINBERG JOHN & VICTORIA H/W	15631 HEDGEFORD CT 15	63017	BRANDYWINE CONDOMINIUM PLAT 1
108	19S440303	ECKERT JOINT REVOCABLE LIVING TRUST THE	1521 HEDGEFORD DR 12	63017	BRANDYWINE CONDOMINIUM PLAT 4
109	19S531593	LUSTER JOANN ETAL	1530 BEDFORD FORGE CT 13	63017	BRANDYWINE CONDOMINIUM PLAT 3
110	19S531603	KOSTEDT WILLIAM L	1530 BEDFORD FORGE CT 14	63017	BRANDYWINE CONDOMINIUM PLAT 3
111	19S531164	SUN PING	1511 HAMPTON HALL DR 18	63017	BRANDYWINE CONDOMINIUM PLAT 2
112	19S531351	BERGMANN KAREN ANN	15631 HEDGEFORD CT 16	63017	BRANDYWINE CONDOMINIUM PLAT 1
113	19S540195	ARNOLD CHRISTINE	1525 HAMPTON HALL DR 4	63017	BRANDYWINE CONDOMINIUM PLAT 3
114	19S531142	LABRIER GENE E EDNA M H/W TRUSTEES	1511 HAMPTON HALL DR 16	63017	BRANDYWINE CONDOMINIUM PLAT 2
115	19S531131	FILOMENA PREUSS REVOCABLE TRUST	1511 HAMPTON HALL DR	63017	BRANDYWINE CONDOMINIUM PLAT 2
116	19S531153	BROCKETT DAVID & JENNIFER H/W	1511 HAMPTON HALL DR 17	63017	BRANDYWINE CONDOMINIUM PLAT 2
117	19S531548	STARK JAMES W & RENA M H/W ETAL J/T	1530 BEDFORD FORGE CT 8	63017	BRANDYWINE CONDOMINIUM PLAT 3
118	19S531537	BREITE GERALDINE A	1530 BEDFORD FORGE CT	63017	BRANDYWINE CONDOMINIUM PLAT 3
119	19S540238	CHASEN LEE	1525 HAMPTON HALL DR 8	63017	BRANDYWINE CONDOMINIUM PLAT 3
120	19S531119	COX GARY	1511 HAMPTON HALL DR 13	63017	BRANDYWINE CONDOMINIUM PLAT 2
121	19S531120	HANNON EILEEN	1511 HAMPTON HALL DR 14	63017	BRANDYWINE CONDOMINIUM PLAT 2
122	19S531197	STEPENOFF JERALD S & BONITA M H/W	1511 HAMPTON HALL DR 22	63017	BRANDYWINE CONDOMINIUM PLAT 2
123	19S440248	CALLAHAN MICHAEL P & MARY H T/E	1521 HEDGEFORD DR 6	63017	BRANDYWINE CONDOMINIUM PLAT 4
124	19S440259	BLISS HELEN D REVOCABLE TRUST	1521 HEDGEFORD DR 7	63017	BRANDYWINE CONDOMINIUM PLAT 4
125	19S530558	HELLER FAMILY TRUST	15593 BEDFORD FORGE DR 4	63017	BRANDYWINE CONDOMINIUM PLAT 2
126	19S540304	HAUG ELIZABETH L REVOCABLE LIVING TRUST	1525 HAMPTON HALL DR 15	63017	BRANDYWINE CONDOMINIUM PLAT 3
127	19S440325	LOCKWOOD KENNETH P & JUDITH E T/E	1521 HEDGEFORD DR 14	63017	BRANDYWINE CONDOMINIUM PLAT 4
128	19S440336	HALPERN DAVID & BARBARA T/E	1521 HEDGEFORD DR 15	63017	BRANDYWINE CONDOMINIUM PLAT 4
129	19S530976	WATERS DARRELL F INDENTURE OF TRUST ETAL	1512 BEDFORD FORGE CT 23	63017	BRANDYWINE CONDOMINIUM PLAT 2
130	19S530987	BOLZ FAMILY LEGACY TRUST	1512 BEDFORD FORGE CT 24	63017	BRANDYWINE CONDOMINIUM PLAT 2
131	19S530569	COOK ESTELENE	15593 BEDFORD FORGE DR 5	63017	BRANDYWINE CONDOMINIUM PLAT 2
132	19S530570	BEHLKE DAVID M & CELESTINE M T/E	15593 BEDFORD FORGE DR 6	63017	BRANDYWINE CONDOMINIUM PLAT 2
133	19S531054	TANZER FREDERICKA S TRUSTEE	1511 HAMPTON HALL DR 7	63017	BRANDYWINE CONDOMINIUM PLAT 2
134	19S531021	HOTZE EDWARD L FAMILY IRREVOCABLE TRUST	1511 HAMPTON HALL DR 4	63017	BRANDYWINE CONDOMINIUM PLAT 2
135	19S531032	VIVIRITO PHILIP A CATHY H/W	1511 HAMPTON HALL DR 5	63017	BRANDYWINE CONDOMINIUM PLAT 2
136	19S530581	PRITZKER MARGIE L	15593 BEDFORD FORGE DR 7	63017	BRANDYWINE CONDOMINIUM PLAT 2
137	19S531043	RANDOLPH DAVID K & DANETTE M H/W	1511 HAMPTON HALL DR 6	63017	BRANDYWINE CONDOMINIUM PLAT 2
138	19S531065	DOMER DAVID G & MARJORIE P H/W	1511 HAMPTON HALL DR 8	63017	BRANDYWINE CONDOMINIUM PLAT 2
139	19S531076	DAY CATHERINE M	1511 HAMPTON HALL DR	63017	BRANDYWINE CONDOMINIUM PLAT 2
140	19S531087	BIRDSONG LIVING TRUST	1511 HAMPTON HALL DR 10	63017	BRANDYWINE CONDOMINIUM PLAT 2
141	19S531098	JAMES STANCEL S TRUSTEE	1511 HAMPTON HALL DR 11	63017	BRANDYWINE CONDOMINIUM PLAT 2
142	19S531108	PAUL TERRY ETAL J/T	1511 HAMPTON HALL DR 12	63017	BRANDYWINE CONDOMINIUM PLAT 2
143	19S531768	RAWLS ELLEN F	15644 HEDGEFORD CT	63017	BRANDYWINE CONDOMINIUM PLAT 5
144	19S531779	MACCORDY LESLIE	15648 HEDGEFORD CT	63017	BRANDYWINE CONDOMINIUM PLAT 5
145	19S530965	CHASEN FAITH REVOCABLE LIVING TRUST THE	1512 BEDFORD FORGE CT	63017	BRANDYWINE CONDOMINIUM PLAT 2
146	19S530228	GOLDAMMER MELVIN H & LOIS H/W	1509 HEDGEFORD DR 4	63017	BRANDYWINE CONDOMINIUM PLAT 1
147	19S530239	HALAL DALAL	1509 HEDGEFORD DR 5	63017	BRANDYWINE CONDOMINIUM PLAT 1 BLDG 1 UNI
148	19S530240	GREENLEY NANCY A	1509 HEDGEFORD DR 6	63017	BRANDYWINE CONDOMINIUM PLAT 1
149	19S530251	RHYNE SYLVIA M	1509 HEDGEFORD DR 7	63017	BRANDYWINE CONDOMINIUM PLAT 1
150	19S530262	AWA PROPERTIES LP	1509 HEDGEFORD DR 8	63017	BRANDYWINE CONDOMINIUM PLAT 1 BLDG 1 UNI
151	19S531274	CHILDRESS ANN TRUSTEE	15631 HEDGEFORD CT 8	63017	BRANDYWINE CONDOMINIUM PLAT 1
152	19S530866	STROHL RALPH R REVOCABLE LIVING TRUST	1512 BEDFORD FORGE CT 11	63017	BRANDYWINE CONDOMINIUM PLAT 2
153	19S540326	ROGERS CHARLES E RUTH H/W TRUSTEES	1525 HAMPTON HALL DR 17	63017	BRANDYWINE CONDOMINIUM PLAT 3

154 19S540337	ZARBO RONALD K	1525 HAMPTON HALL DR 18	63017	BRANDYWINE CONDOMINIUM PLAT 3
155 19S540348	WALTER FAMILY TRUST THE	1525 HAMPTON HALL DR 19	63017	BRANDYWINE CONDOMINIUM PLAT 3
156 19S530899	WILHELM DAVID F & JANE M T/E	1512 BEDFORD FORGE CT	63017	BRANDYWINE CONDOMINIUM PLAT 2
157 19S530901	MAY LOIS RESIDENCE TRUST	1512 BEDFORD FORGE CT 15	63017	BRANDYWINE CONDOMINIUM PLAT 2
158 19S440215	VIE GEORGE W JR & CHERI A H/W	1521 HEDGEFORD DR 3	63017	BRANDYWINE CONDOMINIUM PLAT 4 BLDG 2
159 19S440194	GROSSER DARLENE	1521 HEDGEFORD DR 1	63017	BRANDYWINE CONDOMINIUM PLAT 4
160 19S440204	BEST SALLY	1521 HEDGEFORD DR 2	63017	BRANDYWINE CONDOMINIUM PLAT 4
161 19S540359	LIND EMMY J	1525 HAMPTON HALL DR 20	63017	BRANDYWINE CONDOMINIUM PLAT 3
162 19S540315	HARRIS MELANIA	1525 HAMPTON HALL DR 16	63017	BRANDYWINE CONDOMINIUM PLAT 3
163 19S530910	CONN MELINDA J	1512 BEDFORD FORGE CT 16	63017	BRANDYWINE CONDOMINIUM PLAT 2
164 19S530921	WRIGHT SANDRA K	1512 BEDFORD FORGE CT 17	63017	BRANDYWINE CONDOMINIUM PLAT 2
165 19S531241	SCHULZE THOMAS G KAREN A H/W	15631 HEDGEFORD CT 4	63017	BRANDYWINE CONDOMINIUM PLAT 1 BLDG 3 UNI
166 19S531306	NILGES THEODORE C	15631 HEDGEFORD CT 6	63017	BRANDYWINE CONDOMINIUM PLAT 1
167 19S531317	KIRGAN EDWARD P & BARBARA E T/E	15631 HEDGEFORD CT 11	63017	BRANDYWINE CONDOMINIUM PLAT 1
168 19S531328	SESTRIC LAURA	15631 HEDGEFORD CT 12	63017	BRANDYWINE CONDOMINIUM PLAT 1
169 19S440347	COFFIN CAROLYN M	1521 HEDGEFORD DR 16	63017	BRANDYWINE CONDOMINIUM PLAT 4
170 19S440358	ENGLISH MARIE G ET AL	1521 HEDGEFORD DR 17	63017	BRANDYWINE CONDOMINIUM PLAT 4
171 19S531252	RENDLEMAN NICOLE M	15631 HEDGEFORD CT 2	63017	BRANDYWINE CONDOMINIUM PLAT 1
172 19S530680	COLOMBO CHARLIN J	15593 BEDFORD FORGE DR 17	63017	BRANDYWINE CONDOMINIUM PLAT 2
173 19S440314	COSTELLO JAMES M & M JOAN H/W	1521 HEDGEFORD DR 13	63017	BRANDYWINE CONDOMINIUM PLAT 4
174 19S440369	CONSUEGRA ANTONIO R & CARMEN VARGAS T/E	1521 HEDGEFORD DR 18	63017	BRANDYWINE CONDOMINIUM PLAT 4
175 19S531263	WHALEN JAMES & DANA T/E	15631 HEDGEFORD CT 1	63017	BRANDYWINE CONDOMINIUM PLAT 1

EXHIBIT D

NOTICE OF PUBLIC HEARING CITY OF CHESTERFIELD

NOTICE IS HEREBY GIVEN that the City Council of the City of Chesterfield, Missouri will hold a Public Hearing on March 16, 2020 at 6:30 p.m. in the Council Chambers at Chesterfield City Hall, 690 Chesterfield Parkway West, Chesterfield Missouri 63017, for the purpose of considering proposed neighborhood improvement assessments in the Brandywine Neighborhood Improvement District (the "District") and accepting written or oral objections to the same. The District was formed by the City on March 2, 2020, pursuant to Section 67.457.3 of the Neighborhood Improvement District Act, Sections 67.453 to 67.475 of the Revised Statutes of Missouri, as amended (the "Act"), for the purpose of financing improvements known as the Brandywine Neighborhood Improvement District (the "Improvements"). The general nature of the Improvements is replacement of streets and common parking areas within Brandywine together with the costs associated with the establishment and financing of the District.

The boundaries of the District to be assessed are as follows:

All of the real property within Brandywine Condominiums Plats 1 through 5 as recorded with the St. Louis County Recorder of Deed's office in Plat Book 152, Page 82 (Plat 1), Plat Book 157, Page 76 (Plat 2), Plat Book 159, Page 89 (Plat 3), Plat Book 162, Page 86 (Plat 4), and Plat Book 233, Page 76 (Plat 5).

The estimated cost of the Improvements, inclusive of associated legal and bonding costs, contingency, and construction inspection and testing is \$1,090,000. The final cost of the Improvements to be assessed against the 173 property owners within the District, not including two parcels owned by the Brandywine Condominium Association, and the amount of general obligation bonds issued therefor shall not, without a new election or petition, exceed this estimated cost by more than twenty-five percent.

Anyone interested in the proceedings will be given an opportunity to be heard. Copies of the final project documents, including plans and specifications, an estimated cost, and proposed assessment roll have been filed with the City Clerk at Chesterfield City Hall, 690 Chesterfield Parkway West and are open for public inspection during weekdays between the hours of 8:30 a.m. and 4:30 p.m.

EXHIBIT E

March 3, 2020

[Addressee]
[Street Address]
[City, State ZIP]

**RE: Brandywine Neighborhood Improvement District
Notice of Public Hearing**

Dear Property Owner:

According to the St. Louis County Assessor's Office, you are an owner of record within the Brandywine Neighborhood Improvement District (the "District"). As you are likely aware, Brandywine petitioned the City for creation of the District for the purpose of funding replacement of the existing private streets and common parking areas within Brandywine. The City received a final petition from Brandywine on September 6, 2019 including all documentation necessary for establishment of the District. On March 2, 2020, the City of Chesterfield formally established the District and ordered that assessments be made against each of the 173 legal owners' property within the District. A Public Hearing has also been set to allow anyone to comment upon the District and the proposed assessment.

Enclosed please find a Public Hearing Notice describing the Improvements and the special assessments proposed to be levied to finance the Improvements. Based on the City's preliminary calculations, the total cost for the Brandywine Neighborhood Improvement District is expected to be \$1,090,000. Once the Improvements have been constructed and final costs are determined, the assessment will be finalized and assessed equally against the 173 legal owners, not including two parcels owned by the Brandywine Condominium Association, as a special tax bill payable in not more than 20 equal annual installments. The tax bill shall constitute a lien against the Property and will be recorded as such with the St. Louis County Recorder of Deeds. Actual project costs shall not exceed the cost estimated in the enclosed notice by more than 25% and may be less than the estimated costs. Written objections to the Improvements can be submitted to the Office of the City Clerk, 690 Chesterfield Parkway West, Chesterfield, MO 63017 on or before the hearing date.

Please feel free to contact Zachary Wolff, PE, Assistant City Engineer, at 636-537-4757 or zwolff@chesterfield.mo.us with any questions.

Sincerely,

Vickie McGownd, City Clerk

Enclosure: Public Hearing Notice

**NOTICE OF PUBLIC HEARING
CITY OF CHESTERFIELD**

NOTICE IS HEREBY GIVEN that the City Council of the City of Chesterfield, Missouri will hold a Public Hearing on March 16, 2020 at 6:30 p.m. in the Council Chambers at Chesterfield City Hall, 690 Chesterfield Parkway West, Chesterfield Missouri 63017, for the purpose of considering proposed neighborhood improvement assessments in the Brandywine Neighborhood Improvement District (the “District”) and accepting written or oral objections to the same. The District was formed by the City on March 2, 2020, pursuant to Section 67.457.3 of the Neighborhood Improvement District Act, Sections 67.453 to 67.475 of the Revised Statutes of Missouri, as amended (the “Act”), for the purpose of financing improvements known as the Brandywine Neighborhood Improvement District (the “Improvements”). The general nature of the Improvements is replacement of streets and common parking areas within Brandywine together with the costs associated with the establishment and financing of the District.

The boundaries of the District to be assessed are as follows:

All of the real property within Brandywine Condominiums Plats 1 through 5 as recorded with the St. Louis County Recorder of Deed’s office in Plat Book 152, Page 82 (Plat 1), Plat Book 157, Page 76 (Plat 2), Plat Book 159, Page 89 (Plat 3), Plat Book 162, Page 86 (Plat 4), and Plat Book 233, Page 76 (Plat 5).

The estimated cost of the Improvements, inclusive of associated legal and bonding costs, contingency, and construction inspection and testing is \$1,090,000. The final cost of the Improvements to be assessed against the 173 property owners within the District, not including two parcels owned by the Brandywine Condominium Association, and the amount of general obligation bonds issued therefor shall not, without a new election or petition, exceed this estimated cost by more than twenty-five percent.

Anyone interested in the proceedings will be given an opportunity to be heard. Copies of the final project documents, including plans and specifications, an estimated cost, and proposed assessment roll have been filed with the City Clerk at Chesterfield City Hall, 690 Chesterfield Parkway West and are open for public inspection during weekdays between the hours of 8:30 a.m. and 4:30 p.m.

RESOLUTION NO. 459

A RESOLUTION AUTHORIZING AND DIRECTING THE IMPROVEMENTS BE MADE WITHIN THE BRANDYWINE NEIGHBORHOOD IMPROVEMENT DISTRICT IN THE CITY OF CHESTERFIELD, AND AUTHORIZING THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI TO OBTAIN FINANCING THEREFOR.

WHEREAS, the City of Chesterfield, Missouri (the "City") is authorized and empowered pursuant to the Neighborhood Improvement District Act, Sections 67.453 to 67.475 of the Revised Statutes of Missouri, as amended (the "NID Act"), to establish a neighborhood improvement district (NID) when a proper petition has been signed by the owners of record of at least two-thirds by area of all real property located within the proposed District and filed with the City Clerk; and

WHEREAS, such a proper petition was filed with the City Clerk of Chesterfield, Missouri on September 16, 2019 (the "Petition"), pursuant to the NID Act, proposing the creation of the Brandywine Neighborhood Improvement District (the "District"), described in more detail in the Petition; and

WHEREAS, the City Council of the City has reviewed the Petition proposing the creation of the District for the purpose of funding the replacement of streets and parking areas within the boundaries of the proposed District and carrying out the Brandywine Neighborhood Improvement District project (the "Improvements"); and

WHEREAS, on March 2, 2020, pursuant to Resolution No. 458, the City Council established the District and ordered plans and specifications for the Improvements be prepared, a proposed assessment roll be prepared, and that said plans and specifications and assessment roll be filed with City Clerk and made open for public inspection and considered at a Public Hearing on March 16, 2020; and

WHEREAS, plans and specifications for the Improvements; including an estimated cost, were prepared by the City; and

WHEREAS, an assessment roll was prepared; and

WHEREAS, plans and specifications for the Improvements and the proposed assessment roll were filed with the City Clerk and made open for public inspection; and

WHEREAS, on March 16, 2020, a duly noticed public hearing was heard before the City Council on matters of the proposed Improvements and proposed Assessment Roll.

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

Section 1. The plans and specifications for the Improvements for an estimated cost of \$1,090,000 are hereby determined to be final and complete and the improvements described therein are authorized and ordered to be made.

Section 2. The proposed Assessment Roll for the Improvements, a copy of which is attached hereto as Exhibit A, is hereby accepted.

Section 3. The City is authorized to provide funding to finance the costs of the Improvements and to take all other actions necessary or desirable to complete and finance the Improvements.

Section 4. When construction of the Improvements is completed, the City shall compute the final costs of the Improvements, inclusive of associated legal and bonding costs, contingency, and construction inspection and testing, and shall apportion all such costs among the real property within the District according to the method of assessment provided for in Resolution No. 458 and shall by resolution assess the final cost of general obligation bonds issued or to be issued therefor as special assessments against the property described in the Assessment Roll attached hereto as Exhibit A.

Section 5. The officers, agents, and employees of the City are hereby authorized and directed to take such further action and execute such other documents, certificates, and instruments as may be necessary and desirable to carry out and comply with the intent of this Resolution.

Section 6. This Resolution shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2020.

PRESIDING OFFICER

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A

LOCATOR	OWNER	PROPERTY ADDRESS	PROPERTY ZIP CODE	SUBDIVISION
1 19S440424	BRANDYWINE CONDOMINIUM ASSOCIATION	1542 OLD BAXTER RD	63017	BRANDYWINE
2 19S531780	BRANDYWINE CONDOMINIUM ASSOCIATION	15670 HEDGEFORD CT	63017	BRANDYWINE PLAT TWO
3 19S531362	HAYMAN ROBERTA TRUSTEE	15631 HEDGEFORD CT 13	63017	BRANDYWINE CONDOMINIUM PLAT 1 BLDG 3 UNI
4 19S530723	STAAB JAMES F	15593 BEDFORD FORGE DR 21	63017	BRANDYWINE CONDOMINIUM PLAT 2
5 19S540184	WASER SUDA M TRUSTEE	1525 HAMPTON HALL DR 3	63017	BRANDYWINE CONDOMINIUM PLAT 3
6 19S540173	LUEKEN SUSAN G	1525 HAMPTON HALL DR 2	63017	BRANDYWINE CONDOMINIUM PLAT 3
7 19S530691	PREY SCOTT W & MARIANNE U H/W	15593 BEDFORD FORGE DR 18	63017	BRANDYWINE CONDOMINIUM PLAT 2
8 19S530701	2010 SAVORY FAMILY TRUST THE	15593 BEDFORD FORGE DR 19	63017	BRANDYWINE CONDOMINIUM PLAT 2
9 19S530712	THOMAS GEORGE R & ROSALIE REVOCABLE	15593 BEDFORD FORGE DR 20	63017	BRANDYWINE CONDOMINIUM PLAT 2
10 19S531692	GREENHOUSE KEIREN	1530 BEDFORD FORGE CT	63017	BRANDYWINE CONDOMINIUM PLAT THREE
11 19S531207	NOBLE JODI E & MICHAEL S T/E	1511 HAMPTON HALL DR	63017	BRANDYWINE CONDOMINIUM PLAT 2
12 19S531218	LYDAY NELDA HALL TRUSTEE	1511 HAMPTON HALL DR 24	63017	BRANDYWINE CONDOMINIUM PLAT 2
13 19S531230	NELSON ROGER ALLEN	15631 HEDGEFORD CT 3	63017	BRANDYWINE CONDOMINIUM PLAT 1
14 19S530800	SCHIELER BARBARA	1512 BEDFORD FORGE CT 5	63017	BRANDYWINE CONDOMINIUM PLAT 2
15 19S531438	SCHREINER JULIE A	15631 HEDGEFORD CT 24	63017	BRANDYWINE CONDOMINIUM PLAT 1 BLDG 3
16 19S531449	WOLFE JULIE	15631 HEDGEFORD CT	63017	BRANDYWINE CONDOMINIUM PLAT 1
17 19S530833	SCHEIDECKER KATHLEEN	1512 BEDFORD FORGE CT 8	63017	BRANDYWINE CONDOMINIUM PLAT 2
18 19S530844	JENKINS JULIE R	1512 BEDFORD FORGE CT 9	63017	BRANDYWINE CONDOMINIUM PLAT 2
19 19S530855	WILSON KATHLEEN	1512 BEDFORD FORGE CT 10	63017	BRANDYWINE CONDOMINIUM PLAT TWO
20 19S530602	CHEN YIXIN	15593 BEDFORD FORGE DR 9	63017	BRANDYWINE CONDOMINIUM PLAT 2
21 19S530811	BAIETTO DONNA K REVOCABLE LIVING TRUST	1512 BEDFORD FORGE CT 6	63017	BRANDYWINE CONDOMINIUM PLAT 2
22 19S530592	HOVIS JO ELLEN	15593 BEDFORD FORGE DR 8	63017	BRANDYWINE CONDOMINIUM PLAT 2
23 19S540294	POWELL ROBERT E & JEAN S H/W	1525 HAMPTON HALL DR 14	63017	BRANDYWINE CONDOMINIUM PLAT 3
24 19S531450	GORDON JAMES O & GLORIA L T/E	15631 HEDGEFORD CT 23	63017	BRANDYWINE CONDOMINIUM PLAT 1 BLDG 3 UNI
25 19S530668	JONES MORRIS ALLEN & PATRICIA T/E	15593 BEDFORD FORGE DR 15	63017	BRANDYWINE CONDOMINIUM PLAT 2
26 19S530613	ZINSELMEIER ROBERT G & ELEANOR C T/E	15593 BEDFORD FORGE DR	63017	BRANDYWINE CONDOMINIUM PLAT 2 BLDG 4
27 19S531384	KENDALL MARVEL R	15631 HEDGEFORD CT 14	63017	BRANDYWINE CONDOMINIUM PLAT 2
28 19S531395	CROOKS NATHALA M TRUST THE	15631 HEDGEFORD CT 19	63017	BRANDYWINE CONDOMINIUM PLAT 1 BLDG 3 UNI
29 19S530624	MARTIN CARL E SR & RITA A T/E	15593 BEDFORD FORGE DR 11	63017	BRANDYWINE CONDOMINIUM PLAT 2
30 19S530635	BURY LUCILLE TRUSTEE	15593 BEDFORD FORGE DR 12	63017	BRANDYWINE CONDOMINIUM PLAT 2
31 19S530646	BARRETT BARBARA	15593 BEDFORD FORGE DR 13	63017	BRANDYWINE CONDOMINIUM PLAT 2 BLDG 4
32 19S440260	WHITE DELORES A & KENNETH W H/H	1521 HEDGEFORD DR 8	63017	BRANDYWINE CONDOMINIUM PLAT 4
33 19S530657	WIESE SARAH LOUISE	15593 BEDFORD FORGE DR 14	63017	BRANDYWINE CONDOMINIUM PLAT 2
34 19S540205	KELLEY WILLIAM H & BETTY K H/W TRUSTEES	1525 HAMPTON HALL DR 5	63017	BRANDYWINE CONDOMINIUM PLAT 3
35 19S540216	MARSHALL EUGENE J & TRUDY P T/E	1525 HAMPTON HALL DR 6	63017	BRANDYWINE CONDOMINIUM PLAT 3
36 19S540227	BETHUNE MARTA	1525 HAMPTON HALL DR 7	63017	BRANDYWINE CONDOMINIUM PLAT 3
37 19S531670	THOMPSON JAN E TRUSTEE	1530 BEDFORD FORGE CT 21	63017	BRANDYWINE CONDOMINIUM PLAT THREE
38 19S531669	KISON IRENE K	1530 BEDFORD FORGE CT 20	63017	BRANDYWINE CONDOMINIUM PLAT 3
39 19S531681	CLAUSER MARJORIE A	1530 BEDFORD FORGE CT 22	63017	BRANDYWINE CONDOMINIUM PLAT 3
40 19S531405	MCLAUGHLIN CINDY	15631 HEDGEFORD CT 20	63017	BRANDYWINE CONDOMINIUM PLAT 1
41 19S531416	ARNO JAMES EDWARD	15631 HEDGEFORD CT 18	63017	BRANDYWINE CONDOMINIUM PLAT 1
42 19S531427	STUTZ FRANK	15631 HEDGEFORD CT 17	63017	BRANDYWINE CONDOMINIUM PLAT 1
43 19S540283	SCHNEIDER CAROL J	1525 HAMPTON HALL DR 13	63017	BRANDYWINE CONDOMINIUM PLAT 3
44 19S531582	ROBY CAROL	1530 BEDFORD FORGE CT 12	63017	BRANDYWINE CONDOMINIUM PLAT 3
45 19S531472	DAVIS CLYDE OPAL H/W	1530 BEDFORD FORGE CT 1	63017	BRANDYWINE CONDOMINIUM PLAT 3
46 19S531483	MILLER DENNIS A	1530 BEDFORD FORGE CT 2	63017	BRANDYWINE CONDOMINIUM PLAT 3
47 19S531494	CLINTON DELLA MAXINE TRUSTEE	1530 BEDFORD FORGE CT 3	63017	BRANDYWINE CONDOMINIUM PLAT 3
48 19S531504	HANDING KATHY	1530 BEDFORD FORGE CT 4	63017	BRANDYWINE CONDOMINIUM PLAT 3
49 19S531515	HALENKAMP JOAN C REVOCABLE LIVING TRUST	1530 BEDFORD FORGE CT 5	63017	BRANDYWINE CONDOMINIUM PLAT 3
50 19S531526	COKER ALFRED LEE & MARGARET SUE H/W	1530 BEDFORD FORGE CT 6	63017	BRANDYWINE CONDOMINIUM PLAT 3
51 19S531571	ROSS RACHAEL	1530 BEDFORD FORGE CT 11	63017	BRANDYWINE CONDOMINIUM PLAT 3
52 19S531461	FAHEY SUELLYN	15631 HEDGEFORD CT 22	63017	BRANDYWINE CONDOMINIUM PLAT 1
53 19S530679	GARNER NANCY A	15593 BEDFORD FORGE DR 16	63017	BRANDYWINE CONDOMINIUM PLAT 2
54 19S530998	COFFIN ROBERT B TRUSTEE	1511 HAMPTON HALL DR 1	63017	BRANDYWINE CONDOMINIUM PLAT 2
55 19S531009	SCHWENT LIVING TRUST THE	1511 HAMPTON HALL DR 2	63017	BRANDYWINE CONDOMINIUM PLAT 2
56 19S531010	DORN STEPHEN E & BERNICE H/W	1511 HAMPTON HALL DR 3	63017	BRANDYWINE CONDOMINIUM PLAT 2
57 19S530547	HEDRICK ALFRED F	15593 BEDFORD FORGE DR 3	63017	BRANDYWINE CONDOMINIUM PLAT 2
58 19S440226	HEISNER LARRY L ET AL T/I/C	1521 HEDGEFORD DR 4	63017	BRANDYWINE CONDOMINIUM PLAT 4
59 19S540162	MILLER ELINOR L	1525 HAMPTON HALL DR 1	63017	BRANDYWINE CONDOMINIUM PLAT 3
60 19S440237	PECK MARION P REVOCABLE LIVING TRUST	1521 HEDGEFORD DR 5	63017	BRANDYWINE CONDOMINIUM PLAT 4
61 19S440271	BEHRING MARIE DOROTHY TRS ETAL	1521 HEDGEFORD DR 9	63017	BRANDYWINE CONDOMINIUM PLAT 4
62 19S440282	BECKHAM RANDALL	1521 HEDGEFORD DR 10	63017	BRANDYWINE CONDOMINIUM PLAT FOUR
63 19S531614	LEATHERS MARILYN P ETAL J/T	1530 BEDFORD FORGE CT 15	63017	BRANDYWINE CONDOMINIUM PLAT 3
64 19S530932	ROBERTS CHARLOTTE J	1512 BEDFORD FORGE CT 18	63017	BRANDYWINE CONDOMINIUM PLAT 2
65 19S530943	CARLSON LINDA CAROL REVOCABLE LIVING	1512 BEDFORD FORGE CT 19	63017	BRANDYWINE CONDOMINIUM PLAT 2
66 19S530954	QUINLAN EILEEN M TRUSTEE ETAL	1512 BEDFORD FORGE CT 21	63017	BRANDYWINE CONDOMINIUM PLAT 2
67 19S531285	SIMONS DIAN A TRUSTEE	15631 HEDGEFORD CT 5	63017	BRANDYWINE CONDOMINIUM PLAT 1 BLDG 3 UNI
68 19S531186	YOUNG KIRWAN H & GWENDOLYN J H/W	1511 HAMPTON HALL DR 21	63017	BRANDYWINE CONDOMINIUM PLAT 2
69 19S531296	ZELLINGER FRANCES R LIVING TRUST	15631 HEDGEFORD CT 7	63017	BRANDYWINE CONDOMINIUM PLAT 1 BLDG 3 UNI
70 19S530196	WALEZAK RITA J ETAL	1509 HEDGEFORD DR 1	63017	BRANDYWINE CONDOMINIUM PLAT 1
71 19S530206	KNOBLOCH SHANNON E	1509 HEDGEFORD DR	63017	BRANDYWINE CONDOMINIUM PLAT 1
72 19S440293	FIGUS GLENN & MARCIA J T/E	1521 HEDGEFORD DR 11	63017	BRANDYWINE CONDOMINIUM PLAT 4
73 19S530217	KIEFFER BOBBIE JEAN & EDWARD H H/H	1509 HEDGEFORD DR 3	63017	BRANDYWINE CONDOMINIUM PLAT 1
74 19S531339	LOBO J PHILIP & CRISTINA CALDWELL T/E	15631 HEDGEFORD CT 10	63017	BRANDYWINE CONDOMINIUM PLAT 1
75 19S531340	HOGAN ROBERT & SHERRI H/W	15631 HEDGEFORD CT 9	63017	BRANDYWINE CONDOMINIUM PLAT 1 BLDG 3
76 19S530877	JOST MARY S REVOCABLE TRUST	1512 BEDFORD FORGE CT 12	63017	BRANDYWINE CONDOMINIUM PLAT 2

77	195530888	BASSIN TODD	1512 BEDFORD FORGE CT 13	63017	BRANDYWINE CONDOMINIUM PLAT 2
78	195530822	QUINLAN EILEEN M TRUSTEE	1512 BEDFORD FORGE CT 7	63017	BRANDYWINE CONDOMINIUM PLAT 2
79	195530536	FLECK DANIEL M ET AL	15593 BEDFORD FORGE DR 2	63017	BRANDYWINE CONDOMINIUM PLAT 2
80	195531625	PULLIAM DAVID R & MARY ANNE T/E	1530 BEDFORD FORGE CT 16	63017	BRANDYWINE CONDOMINIUM PLAT 3
81	195531636	SOUTHARD SHIRLEY A	1530 BEDFORD FORGE CT 17	63017	BRANDYWINE CONDOMINIUM PLAT 3
82	195531647	KERSEY BILLY G	1530 BEDFORD FORGE CT	63017	BRANDYWINE CONDOMINIUM PLAT 3
83	195531658	HERD JAMES R & EVELYN M H/W	1530 BEDFORD FORGE CT 19	63017	BRANDYWINE CONDOMINIUM PLAT 3
84	195531702	VERGERE NANCY & JOHN REV LIV TRUST	1530 BEDFORD FORGE CT 24	63017	BRANDYWINE CONDOMINIUM PLAT 3
85	195531735	BHATT VIPIN & DAMINI T/E	15632 HEDGEFORD CT	63017	BRANDYWINE CONDOMINIUM PLAT 5
86	195531746	HONG KAREN E	15636 HEDGEFORD CT	63017	BRANDYWINE CONDOMINIUM PLAT 5
87	195531757	WOLFF NORMAN BARBARA G H/W	15640 HEDGEFORD CT	63017	BRANDYWINE CONDOMINIUM PLAT 5
88	195531175	BHATT VIPIN B & DAMINI V H/W	1511 HAMPTON HALL DR 19	63017	BRANDYWINE CONDOMINIUM PLAT 2
89	195530734	PELKER ROBERT R & SHIRLEY A TRUSTEES	15593 BEDFORD FORGE DR 22	63017	BRANDYWINE CONDOMINIUM PLAT 2
90	195530745	SWANEY DERRICK S	15593 BEDFORD FORGE DR 23	63017	BRANDYWINE CONDOMINIUM PLAT 2
91	195530756	LEARY DONNA	15593 BEDFORD FORGE DR 24	63017	BRANDYWINE CONDOMINIUM PLAT 2
92	195530767	FOELSCH ELISE M	1512 BEDFORD FORGE CT 1	63017	BRANDYWINE CONDOMINIUM PLAT 2
93	195530778	LACY TODD & KELLY H/W	1512 BEDFORD FORGE CT 2	63017	BRANDYWINE CONDOMINIUM PLAT 2
94	195530789	BRODY LINDA OBERMAN	1512 BEDFORD FORGE CT 3	63017	BRANDYWINE CONDOMINIUM PLAT 2
95	195530790	ERESH JAMES S	1512 BEDFORD FORGE CT 4	63017	BRANDYWINE CONDOMINIUM PLAT 2
96	195530525	LETE NOLA M REVOCABLE TRUST THE	15593 BEDFORD FORGE DR 1	63017	BRANDYWINE CONDOMINIUM PLAT 2
97	195540249	REESE ANN F	1525 HAMPTON HALL DR 9	63017	BRANDYWINE CONDOMINIUM PLAT 3
98	195540250	STRAATMANN CHRISTOPHER L	1525 HAMPTON HALL DR 10	63017	BRANDYWINE CONDOMINIUM PLAT 3
99	195540261	SCHOEMEHL KATHLEEN G REVOCABLE TRUST	1525 HAMPTON HALL DR 11	63017	BRANDYWINE CONDOMINIUM PLAT 3
100	195540272	CRAIG CAROLYN A	1525 HAMPTON HALL DR 12	63017	BRANDYWINE CONDOMINIUM PLAT 3
101	195531560	MCKENNA PATRICK R	1530 BEDFORD FORGE CT 10	63017	BRANDYWINE CONDOMINIUM PLAT 3
102	195531559	BUSSMAN SUSAN J	1530 BEDFORD FORGE CT 9	63017	BRANDYWINE CONDOMINIUM PLAT 3
103	195540360	ARMOUR JOHN L & KAREN M T/E	1525 HAMPTON HALL DR 21	63017	BRANDYWINE CONDOMINIUM PLAT 3
104	195540371	PRATTE MARY K REVOCABLE TRUST	1525 HAMPTON HALL DR 22	63017	BRANDYWINE CONDOMINIUM PLAT 3
105	195540382	DPB RESIDENTIAL L L C	1525 HAMPTON HALL DR 23	63017	BRANDYWINE CONDOMINIUM PLAT 3
106	195540393	MARSHALL DONALD R & JOAN C T/E	1525 HAMPTON HALL DR 24	63017	BRANDYWINE CONDOMINIUM PLAT 3
107	195531373	STEINBERG JOHN & VICTORIA H/W	15631 HEDGEFORD CT 15	63017	BRANDYWINE CONDOMINIUM PLAT 1
108	195440303	ECKERT JOINT REVOCABLE LIVING TRUST THE	1521 HEDGEFORD DR 12	63017	BRANDYWINE CONDOMINIUM PLAT 4
109	195531593	LUSTER JOANN ETAL	1530 BEDFORD FORGE CT 13	63017	BRANDYWINE CONDOMINIUM PLAT 3
110	195531603	KOSTEDT WILLIAM L	1530 BEDFORD FORGE CT 14	63017	BRANDYWINE CONDOMINIUM PLAT 3
111	195531164	SUN PING	1511 HAMPTON HALL DR 18	63017	BRANDYWINE CONDOMINIUM PLAT 2
112	195531351	BERGMANN KAREN ANN	15631 HEDGEFORD CT 16	63017	BRANDYWINE CONDOMINIUM PLAT 1
113	195540195	ARNOLD CHRISTINE	1525 HAMPTON HALL DR 4	63017	BRANDYWINE CONDOMINIUM PLAT 3
114	195531142	LABRIER GENE E EDNA M H/W TRUSTEES	1511 HAMPTON HALL DR 16	63017	BRANDYWINE CONDOMINIUM PLAT 2
115	195531131	FILOMENA PREUSS REVOCABLE TRUST	1511 HAMPTON HALL DR	63017	BRANDYWINE CONDOMINIUM PLAT 2
116	195531153	BROCKETT DAVID & JENNIFER H/W	1511 HAMPTON HALL DR 17	63017	BRANDYWINE CONDOMINIUM PLAT 2
117	195531548	STARK JAMES W & RENA M H/W ETAL J/T	1530 BEDFORD FORGE CT 8	63017	BRANDYWINE CONDOMINIUM PLAT 3
118	195531537	BREITE GERALDINE A	1530 BEDFORD FORGE CT	63017	BRANDYWINE CONDOMINIUM PLAT 3
119	195540238	CHASEN LEE	1525 HAMPTON HALL DR 8	63017	BRANDYWINE CONDOMINIUM PLAT 3
120	195531119	COX GARY	1511 HAMPTON HALL DR 13	63017	BRANDYWINE CONDOMINIUM PLAT 2
121	195531120	HANNON EILEEN	1511 HAMPTON HALL DR 14	63017	BRANDYWINE CONDOMINIUM PLAT 2
122	195531197	STEPENOFF JERALD S & BONITA M H/W	1511 HAMPTON HALL DR 22	63017	BRANDYWINE CONDOMINIUM PLAT 2
123	195440248	CALLAHAN MICHAEL P & MARY H T/E	1521 HEDGEFORD DR 6	63017	BRANDYWINE CONDOMINIUM PLAT 4
124	195440259	BLISS HELEN D REVOCABLE TRUST	1521 HEDGEFORD DR 7	63017	BRANDYWINE CONDOMINIUM PLAT 4
125	195530558	HELLER FAMILY TRUST	15593 BEDFORD FORGE DR 4	63017	BRANDYWINE CONDOMINIUM PLAT 2
126	195540304	HAUG ELIZABETH L REVOCABLE LIVING TRUST	1525 HAMPTON HALL DR 15	63017	BRANDYWINE CONDOMINIUM PLAT 3
127	195440325	LOCKWOOD KENNETH P & JUDITH E T/E	1521 HEDGEFORD DR 14	63017	BRANDYWINE CONDOMINIUM PLAT 4
128	195440336	HALPERN DAVID & BARBARA T/E	1521 HEDGEFORD DR 15	63017	BRANDYWINE CONDOMINIUM PLAT 4
129	195530976	WATERS DARRELL F INDENTURE OF TRUST ETAL	1512 BEDFORD FORGE CT 23	63017	BRANDYWINE CONDOMINIUM PLAT 2
130	195530987	BOLZ FAMILY LEGACY TRUST	1512 BEDFORD FORGE CT 24	63017	BRANDYWINE CONDOMINIUM PLAT 2
131	195530569	COOK ESTELENE	15593 BEDFORD FORGE DR 5	63017	BRANDYWINE CONDOMINIUM PLAT 2
132	195530570	BEHLKE DAVID M & CELESTINE M T/E	15593 BEDFORD FORGE DR 6	63017	BRANDYWINE CONDOMINIUM PLAT 2
133	195531054	TANZER FREDERICKA S TRUSTEE	1511 HAMPTON HALL DR 7	63017	BRANDYWINE CONDOMINIUM PLAT 2
134	195531021	HOTZE EDWARD L FAMILY IRREVOCABLE TRUST	1511 HAMPTON HALL DR 4	63017	BRANDYWINE CONDOMINIUM PLAT 2
135	195531032	VIVIRITO PHILIP A CATHY H/W	1511 HAMPTON HALL DR 5	63017	BRANDYWINE CONDOMINIUM PLAT 2
136	195530581	PRITZKER MARGIE L	15593 BEDFORD FORGE DR 7	63017	BRANDYWINE CONDOMINIUM PLAT 2
137	195531043	RANDOLPH DAVID K & DANETTE M H/W	1511 HAMPTON HALL DR 6	63017	BRANDYWINE CONDOMINIUM PLAT 2
138	195531065	DOMIER DAVID G & MARJORIE P H/W	1511 HAMPTON HALL DR 8	63017	BRANDYWINE CONDOMINIUM PLAT 2
139	195531076	DAY CATHERINE M	1511 HAMPTON HALL DR	63017	BRANDYWINE CONDOMINIUM PLAT 2
140	195531087	BIRDSONG LIVING TRUST	1511 HAMPTON HALL DR 10	63017	BRANDYWINE CONDOMINIUM PLAT 2
141	195531098	JAMES STANCEL S TRUSTEE	1511 HAMPTON HALL DR 11	63017	BRANDYWINE CONDOMINIUM PLAT 2
142	195531108	PAUL TERRY ETAL J/T	1511 HAMPTON HALL DR 12	63017	BRANDYWINE CONDOMINIUM PLAT 2
143	195531768	RAWLS ELLEN F	15644 HEDGEFORD CT	63017	BRANDYWINE CONDOMINIUM PLAT 5
144	195531779	MACCORDY LESLIE	15648 HEDGEFORD CT	63017	BRANDYWINE CONDOMINIUM PLAT 5
145	195530965	CHASEN FAITH REVOCABLE LIVING TRUST THE	1512 BEDFORD FORGE CT	63017	BRANDYWINE CONDOMINIUM PLAT 2
146	195530228	GOLDAMMER MELVIN H & LOIS H/W	1509 HEDGEFORD DR 4	63017	BRANDYWINE CONDOMINIUM PLAT 1
147	195530239	HLAL DALAL	1509 HEDGEFORD DR 5	63017	BRANDYWINE CONDOMINIUM PLAT 1 BLDG 1 UNI
148	195530240	GREENLEY NANCY A	1509 HEDGEFORD DR 6	63017	BRANDYWINE CONDOMINIUM PLAT 1
149	195530251	RHYNE SYLVIA M	1509 HEDGEFORD DR 7	63017	BRANDYWINE CONDOMINIUM PLAT 1
150	195530262	AWA PROPERTIES LP	1509 HEDGEFORD DR 8	63017	BRANDYWINE CONDOMINIUM PLAT 1 BLDG 1 UNI
151	195531274	CHILDRESS ANN TRUSTEE	15631 HEDGEFORD CT 8	63017	BRANDYWINE CONDOMINIUM PLAT 1
152	195530866	STROHL RALPH R REVOCABLE LIVING TRUST	1512 BEDFORD FORGE CT 11	63017	BRANDYWINE CONDOMINIUM PLAT 2
153	195540326	ROGERS CHARLES E RUTH H/W TRUSTEES	1525 HAMPTON HALL DR 17	63017	BRANDYWINE CONDOMINIUM PLAT 3

154	19S540337	ZARBO RONALD K	1525 HAMPTON HALL DR 18	63017	BRANDYWINE CONDOMINIUM PLAT 3
155	19S540348	WALTER FAMILY TRUST THE	1525 HAMPTON HALL DR 19	63017	BRANDYWINE CONDOMINIUM PLAT 3
156	19S530899	WILHELM DAVID F & JANE M T/E	1512 BEDFORD FORGE CT	63017	BRANDYWINE CONDOMINIUM PLAT 2
157	19S530901	MAY LOIS RESIDENCE TRUST	1512 BEDFORD FORGE CT 15	63017	BRANDYWINE CONDOMINIUM PLAT 2
158	19S440215	VIE GEORGE W JR & CHERI A H/W	1521 HEDGEFORD DR 3	63017	BRANDYWINE CONDOMINIUM PLAT 4 BLDG 2
159	19S440194	GROSSER DARLENE	1521 HEDGEFORD DR 1	63017	BRANDYWINE CONDOMINIUM PLAT 4
160	19S440204	BEST SALLY	1521 HEDGEFORD DR 2	63017	BRANDYWINE CONDOMINIUM PLAT 4
161	19S540359	LIND EMMY J	1525 HAMPTON HALL DR 20	63017	BRANDYWINE CONDOMINIUM PLAT 3
162	19S540315	HARRIS MELANIA	1525 HAMPTON HALL DR 16	63017	BRANDYWINE CONDOMINIUM PLAT 3
163	19S530910	CONN MELINDA J	1512 BEDFORD FORGE CT 16	63017	BRANDYWINE CONDOMINIUM PLAT 2
164	19S530921	WRIGHT SANDRA K	1512 BEDFORD FORGE CT 17	63017	BRANDYWINE CONDOMINIUM PLAT 2
165	19S531241	SCHULZE THOMAS G KAREN A H/W	15631 HEDGEFORD CT 4	63017	BRANDYWINE CONDOMINIUM PLAT 1 BLDG 3 UNI
166	19S531306	NILGES THEODORE C	15631 HEDGEFORD CT 6	63017	BRANDYWINE CONDOMINIUM PLAT 1
167	19S531317	KIRGAN EDWARD P & BARBARA E T/E	15631 HEDGEFORD CT 11	63017	BRANDYWINE CONDOMINIUM PLAT 1
168	19S531328	SESTRIC LAURA	15631 HEDGEFORD CT 12	63017	BRANDYWINE CONDOMINIUM PLAT 1
169	19S440347	COFFIN CAROLYN M	1521 HEDGEFORD DR 16	63017	BRANDYWINE CONDOMINIUM PLAT 4
170	19S440358	ENGLISH MARIE G ET AL	1521 HEDGEFORD DR 17	63017	BRANDYWINE CONDOMINIUM PLAT 4
171	19S531252	RENDLEMAN NICOLE M	15631 HEDGEFORD CT 2	63017	BRANDYWINE CONDOMINIUM PLAT 1
172	19S530680	COLOMBO CHARLIN J	15593 BEDFORD FORGE DR 17	63017	BRANDYWINE CONDOMINIUM PLAT 2
173	19S440314	COSTELLO JAMES M & M JOAN H/W	1521 HEDGEFORD DR 13	63017	BRANDYWINE CONDOMINIUM PLAT 4
174	19S440369	CONSUEGRA ANTONIO R & CARMEN VARGAS T/E	1521 HEDGEFORD DR 18	63017	BRANDYWINE CONDOMINIUM PLAT 4
175	19S531263	WHALEN JAMES & DANA T/E	15631 HEDGEFORD CT 1	63017	BRANDYWINE CONDOMINIUM PLAT 1

Forward to City Council for review and
approval. *McGeis* 2020-2-21

Memorandum

Department of Public Works



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

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

DATE: February 20, 2020

RE: 2020 Selective Slab Replacement Project A

The Department of Public Works publicly opened bids for the 2020 Selective Slab Replacement Project A on February 18, 2020. 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 an amount not to exceed \$1,100,000. This includes the low bid amount (\$1,049,410) and a modest contingency to account for change orders which may become necessary during construction of the project. Amcon Municipal Concrete has successfully performed street replacement work in the City of Chesterfield in the past and is positively recommended by City Staff.

The streets included as part of this project are: Schoettler Estates Drive, Mistflower Glen Court, Greystone Manor Parkway, Bonhomme Fork Court, Horse Run Court, Bonhomme Bluff Court, White Robin Court, Greycliffe Drive, and Bonhomme Ridge Court. This project is budgeted within Account 120-079-5490 of the Capital Projects Fund. Please note that the recommended allocation for Project A and Project B in aggregate is \$2,200,000, which is slightly below the 2020 Budget (\$2,230,000).

If you have questions or require additional information on this project, please let me know.

Concurrence:

JS Kelly
Jeanette Kelly, Finance Director

Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to enter into an Agreement with Amcon Municipal Concrete in an amount not to exceed \$1,100,000.

Memorandum

Department of Public Works

TO: Jim Eckrich, Public Works Director

FROM: Mark Wilson, Project Manager

DATE: February 20, 2020

RE: 2020 Selective Slab Replacement Project A, 2020-PW-03A

As you are aware, we opened bids for the above referenced project Tuesday, February 18, 2020. Three bids were received:

<u>Contractor</u>	<u>Total Bid</u>
Amcon Municipal Concrete	\$1,049,409.94
J.M. Marschuetz Construction Co.	\$1,075,200.56
Spencer Contracting	\$1,213,941.92

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 \$1,049,409.94 submitted by Amcon Municipal Concrete and request authorization of work up to the amount of \$1,100,000.00. Adequate funding is available in the Capital Projects Street Improvements account 120-079-5490, to fund this project.

A copy of the low bid from Amcon Municipal Concrete is attached. Should you require additional information, please advise.

EXHIBIT A**BID FORM**

BID TIME: 10:00 a.m.

BID DATE: Tuesday, February 18, 2020

TO: THE CITY OF CHESTERFIELD

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

2020 Selective Slab Replacement-Area A
2020-PW-03 A

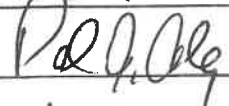
being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment and services required for the performance and completion of said project in accordance with the said Contract Documents for the following itemized bid.

The City is requesting unit price proposals for this work, consisting of the removal and reconstruction of approximately 16,740 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: amcon concrete@yahoo.com

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

Officer Paul J. AmelungTitle memberSignature Date 2/18/2020

ITEMIZED BID
CITY OF CHESTERFIELD
2020 SELECTIVE SLAB REPLACEMENT PROJECT
2020-PW-03 A

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	REMOVE & REPLACE P.C.C. PAVEMENT	Sq. Yd.	16,739	48 ⁸⁷ / ₁₀₀	818,034 ⁹³ / ₁₀₀
2	JOINT SEALANT	Sq. Yd.	16,739	1 ⁶⁵ / ₁₀₀	27,619 ³⁵ / ₁₀₀
3	4" ROLLED STONE BASE	Sq. Yd.	16,739	5 ³⁰ / ₁₀₀	88,716 ⁷⁰ / ₁₀₀
4	UNDERGRADING	Cu. Ft.	850	.50	425 ⁰⁰ / ₁₀₀
5	GEOTEXTILE FABRIC	Sq. Yd.	16,739	.85	14,228 ¹⁵ / ₁₀₀
6	STRUCTURAL GEOGRID	Sq. Yd.	450	.50	225 ⁰⁰ / ₁₀₀
7	SEEDING & MULCHING	Sq. Yd.	381	.01	3 ⁸¹ / ₁₀₀
8	TRAFFIC CONTROL	L.S.	1	15,000 ⁰⁰ / ₁₀₀	15,000 ⁰⁰ / ₁₀₀
9	PAVED APPROACHES	Sq. Yd.	476	35 ⁰⁰ / ₁₀₀	16,660 ⁰⁰ / ₁₀₀
10	SAWCUTTING	Lin. Ft.	1,074	2 ⁵⁰ / ₁₀₀	2,685 ⁰⁰ / ₁₀₀
12	UNDERDRAINS	Lin. Ft.	504	15 ⁰⁰ / ₁₀₀	7,560 ⁰⁰ / ₁₀₀
13.0	SIDEWALKS	Sq. Ft.	1,920	7 ⁷⁵ / ₁₀₀	14,880 ⁰⁰ / ₁₀₀
13.1	DETECTABLE WARNING SURFACE	Each	12	350 ⁰⁰ / ₁₀₀	4,200 ⁰⁰ / ₁₀₀
14	REPLACE INLET SILL	Each	7	335 ⁰⁰ / ₁₀₀	2,345 ⁰⁰ / ₁₀₀
15	ADJUSTMENT OF INLET SILL	Each	7	300 ⁰⁰ / ₁₀₀	2,100 ⁰⁰ / ₁₀₀
16	DRILLING AND DOWELING	Each	1,076	9 ⁵⁰ / ₁₀₀	10,222 ⁰⁰ / ₁₀₀
17	A2 JOINTS	Lin. Ft.	480	12 ⁵⁰ / ₁₀₀	6,000 ⁰⁰ / ₁₀₀
18	SILT FENCE	Lin. Ft.	310	.50	155 ⁰⁰ / ₁₀₀
19	INLET PROTECTION	Each	7	50 ⁰⁰ / ₁₀₀	350 ⁰⁰ / ₁₀₀
20	GRATED TROUGH REPLACEMENT	Each	1	18,000 ⁰⁰ / ₁₀₀	18,000 ⁰⁰ / ₁₀₀
TOTAL BID					1,049,409 ⁹⁴/₁₀₀



BID TABULATION
2020 SELECTIVE SLAB REPLACEMENT PROJECT
2020-PW-03 A
February 18, 2020

ITEM #	DESCRIPTION	UNIT	QUANTITY	Project Estimate		Amcon Municipal Concrete		J.M. Marschuetz Construction Co.		Spencer Contracting	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	REMOVE & REPLACE P.C.C. PAVEMENT	Sq. Yd.	16,739	\$48.50	\$811,841.50	\$48.87	\$818,034.93	\$49.75	\$832,765.25	\$54.66	\$914,953.74
2	JOINT SEALANT	Sq. Yd.	16,739	\$1.80	\$30,130.20	\$1.65	\$27,619.35	\$1.80	\$30,130.20	\$1.75	\$29,293.25
3	4" ROLLED STONE BASE	Sq. Yd.	16,739	\$5.25	\$87,879.75	\$5.30	\$88,716.70	\$4.80	\$80,347.20	\$4.99	\$83,527.61
4	UNDERGRADING	Cu. Ft.	850	\$0.95	\$807.50	\$0.50	\$425.00	\$0.50	\$425.00	\$5.00	\$4,250.00
5	GEOTEXTILE FABRIC	Sq. Yd.	16,739	\$1.00	\$16,739.00	\$0.85	\$14,228.15	\$0.90	\$15,065.10	\$1.00	\$16,739.00
6	STRUCTURAL GEOGRID	Sq. Yd.	450	\$1.00	\$450.00	\$0.50	\$225.00	\$1.00	\$450.00	\$2.50	\$1,125.00
7	SEEDING & MULCHING	Sq. Yd.	381	\$1.00	\$381.00	\$0.01	\$3.81	\$0.01	\$3.81	\$36.16	\$13,776.96
8	TRAFFIC CONTROL	L.S.	1	\$13,000.00	\$13,000.00	\$15,000.00	\$15,000.00	\$13,225.00	\$13,225.00	\$9,775.00	\$9,775.00
9	PAVED APPROACHES	Sq. Yd.	476	\$58.00	\$27,608.00	\$35.00	\$16,660.00	\$59.00	\$28,084.00	\$74.75	\$35,581.00
10	SAWCUTTING	Lin. Ft.	1,074	\$3.50	\$3,759.00	\$2.50	\$2,685.00	\$3.00	\$3,222.00	\$4.60	\$4,940.40
12	UNDERDRAINS	Lin. Ft.	504	\$15.00	\$7,560.00	\$15.00	\$7,560.00	\$14.25	\$7,182.00	\$73.80	\$37,195.20
13.0	SIDEWALKS	Sq. Ft.	1,920	\$7.50	\$14,400.00	\$7.75	\$14,880.00	\$6.90	\$13,248.00	\$8.34	\$16,012.80
13.1	DETECTABLE WARNING SURFACE	Each	12	\$335.00	\$4,020.00	\$350.00	\$4,200.00	\$365.00	\$4,380.00	\$124.20	\$1,490.40
14	REPLACE INLET SILL	Each	7	\$450.00	\$3,150.00	\$335.00	\$2,345.00	\$400.00	\$2,800.00	\$920.00	\$6,440.00
15	ADJUSTMENT OF INLET SILL	Each	7	\$350.00	\$2,450.00	\$300.00	\$2,100.00	\$350.00	\$2,450.00	\$517.50	\$3,622.50
16	DRILLING AND DOWELING	Each	1,076	\$12.50	\$13,450.00	\$9.50	\$10,222.00	\$11.75	\$12,643.00	\$9.81	\$10,555.56
17	A2 JOINTS	Lin. Ft.	480	\$13.50	\$6,480.00	\$12.50	\$6,000.00	\$12.75	\$6,120.00	\$3.45	\$1,656.00
18	SILT FENCE	Lin. Ft.	310	\$1.00	\$310.00	\$0.50	\$155.00	\$1.00	\$310.00	\$5.75	\$1,782.50
19	INLET PROTECTION	Each	7	\$50.00	\$350.00	\$50.00	\$350.00	\$50.00	\$350.00	\$75.00	\$525.00
20	GRATED TROUGH REPLACEMENT	Each	1	\$20,000.00	\$20,000.00	\$18,000.00	\$18,000.00	\$22,000.00	\$22,000.00	\$20,700.00	\$20,700.00
	BID FORM TOTAL				\$1,064,765.95		\$1,049,409.94		\$1,075,200.56		\$1,213,941.92

Memorandum

Department of Public Works



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

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

DATE: February 20, 2020

RE: 2020 Selective Slab Replacement Project B

The Department of Public Works publicly opened bids for the 2020 Selective Slab Replacement Project B on February 20, 2020. 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, JM Marschuetz Construction Company in an amount not to exceed \$1,100,000. This includes the low bid amount (\$1,050,770) and a modest contingency to account for change orders which may become necessary during construction of the project. JM Marschuetz has successfully performed street replacement work in the City of Chesterfield in the past and is positively recommended by City Staff.

The streets included as part of this project are: Greenleaf Valley Drive, Chesterton Lane, Joyceridge Drive, and Barons Way Drive. This project is budgeted within Account 120-079-5490 of the Capital Projects Fund. Please note that the recommended allocation for Project A and Project B in aggregate is \$2,200,000, which is slightly below the 2020 Budget (\$2,230,000).

If you have questions or require additional information on this project, please let me know.

Concurrence:

JS Kelly
Jeannette Kelly, Finance Director

Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to enter into an Agreement with JM Marschuetz Construction Company in an amount not to exceed \$1,100,000.

Memorandum

Department of Public Works

TO: Jim Eckrich, Public Works Director

FROM: Mark Wilson, Project Manager

DATE: February 20, 2020

RE: 2020 Selective Slab Replacement Project B, 2020-PW-03B

As you are aware, we opened bids for the above referenced project today, Thursday, February 20, 2020. Five bids were received:

<u>Contractor</u>	<u>Total Bid</u>
J.M. Marschuetz Construction Co.	\$1,050,769.87
Amcon Municipal Concrete	\$1,053,889.62
Sweetens Concrete	\$1,054,797.50
Spencer Contracting	\$1,088,385.37
Lamke Trenching & Excavating	\$1,144,732.00

The low bidder, J.M. Marschuetz has successfully performed street replacement work in the past in the City of Chesterfield.

Accordingly, I recommend acceptance of the bid of \$1,050,769.87 submitted by J.M. Marschuetz Construction Co. and request authorization of work up to the amount of \$1,100,000.00. Adequate funding is available in the Capital Projects Street Improvements account 120-079-5490, to fund this project.

A copy of the low bid from J.M. Marschuetz is attached. Should you require additional information, please advise.

EXHIBIT A

BID FORM

BID TIME: 10:00 a.m.

BID DATE: Thursday, February 20,

2020

TO: THE CITY OF CHESTERFIELD

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

2020 Selective Slab Replacement-Area B
2020-PW-03 B

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 17,525 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: J.M. Marschuetz ConstructionAddress: 15 Truitt Dr.City, State: Eureka, MDPhone number: 636-938-3600 Fax: 636-938-7411E-mail address: todd@marschuetz.com

Type of Firm: Sole Partnership Partnership
Corporation ✓ Other

Officer: Todd WallTitle: Vice PresidentSignature: Todd WallDate: 2/20/20

**ITEMIZED BID
CITY OF CHESTERFIELD
2020 SELECTIVE SLAB REPLACEMENT PROJECT
2020-PW-03 B**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	REMOVE & REPLACE P.C.C. PAVEMENT	Sq. Yd.	17,525	<u>48.50</u>	<u>849,962.50</u>
2	JOINT SEALANT	Sq. Yd.	17,525	<u>1.60</u>	<u>28,040.00</u>
3	4" ROLLED STONE BASE	Sq. Yd.	17,525	<u>4.00</u>	<u>70,100.00</u>
4	UNDERGRADING	Cu. Ft.	650	<u>0.50</u>	<u>325.00</u>
5	GEOTEXTILE FABRIC	Sq. Yd.	17,525	<u>0.80</u>	<u>14,020.00</u>
6	STRUCTURAL GEOGRID	Sq. Yd.	400	<u>0.95</u>	<u>380.00</u>
7	SEEDING & MULCHING	Sq. Yd.	487	<u>0.01</u>	<u>4.87</u>
8	TRAFFIC CONTROL	L.S.	1	<u>13,000.00</u>	<u>13,000.00</u>
9	PAVED APPROACHES	Sq. Yd.	742	<u>52.00</u>	<u>38,584.00</u>
10	SAWCUTTING	Lin. Ft.	671	<u>2.50</u>	<u>1,677.50</u>
12	UNDERDRAINS	Lin. Ft.	256	<u>13.75</u>	<u>3,520.00</u>
13.0	SIDEWALKS	Sq. Ft.	1,920	<u>6.75</u>	<u>12,960.00</u>
13.1	DETECTABLE WARNING SURFACE	Each	12	<u>350.00</u>	<u>4,200.00</u>
14	REPLACE INLET SILL	Each	4	<u>400.00</u>	<u>1,600.00</u>
15	ADJUSTMENT OF INLET SILL	Each	4	<u>350.00</u>	<u>1,400.00</u>
16	DRILLING AND DOWELING	Each	671	<u>9.50</u>	<u>6,374.50</u>
17	A2 JOINTS	Lin. Ft.	334	<u>12.25</u>	<u>4,091.50</u>
18	SILT FENCE	Lin. Ft.	180	<u>1.00</u>	<u>180.00</u>
19	INLET PROTECTION	Each	7	<u>50.00</u>	<u>350.00</u>
20	GRATED TROUGH REPLACEMENT	Each	0	<u>22,000.00</u>	<u>0.00</u>

TOTAL BID \$ 1,050,769.87



BID TABULATION
2020 SELECTIVE SLAB REPLACEMENT PROJECT
2020-PW-03 B
February 20, 2020

ITEM #	DESCRIPTION	UNIT	QUANTITY	Project Estimate		J.M. Marschuetz Construction		Amcon Municipal Concrete		Sweetens Concrete Services	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	REMOVE & REPLACE P.C.C. PAVEMENT	Sq. Yd.	17,525	\$48.50	\$849,962.50	\$48.50	\$849,962.50	\$48.65	\$852,591.25	\$45.90	\$804,397.50
2	JOINT SEALANT	Sq. Yd.	17,525	\$1.80	\$31,545.00	\$1.60	\$28,040.00	\$1.33	\$23,308.25	\$1.50	\$26,287.50
3	4" ROLLED STONE BASE	Sq. Yd.	17,525	\$5.25	\$92,006.25	\$4.00	\$70,100.00	\$5.30	\$92,882.50	\$5.00	\$87,625.00
4	UNDERGRADING	Cu. Ft.	650	\$0.95	\$617.50	\$0.50	\$325.00	\$0.50	\$325.00	\$1.30	\$845.00
5	GEOTEXTILE FABRIC	Sq. Yd.	17,525	\$1.00	\$17,525.00	\$0.80	\$14,020.00	\$0.85	\$14,896.25	\$1.10	\$19,277.50
6	STRUCTURAL GEOGRID	Sq. Yd.	400	\$1.00	\$400.00	\$0.95	\$380.00	\$0.50	\$200.00	\$1.80	\$720.00
7	SEEDING & MULCHING	Sq. Yd.	487	\$1.00	\$487.00	\$0.01	\$4.87	\$0.01	\$4.87	\$0.50	\$243.50
8	TRAFFIC CONTROL	L.S.	1	\$13,000.00	\$13,000.00	\$13,000.00	\$13,000.00	\$7,000.00	\$7,000.00	\$31,875.00	\$31,875.00
9	PAVED APPROACHES	Sq. Yd.	742	\$58.00	\$43,036.00	\$52.00	\$38,584.00	\$35.00	\$25,970.00	\$65.00	\$48,230.00
10	SAWCUTTING	Lin. Ft.	671	\$3.50	\$2,348.50	\$2.50	\$1,677.50	\$2.50	\$1,677.50	\$2.00	\$1,342.00
12	UNDERDRAINS	Lin. Ft.	256	\$15.00	\$3,840.00	\$13.75	\$3,520.00	\$15.00	\$3,840.00	\$14.00	\$3,584.00
13.0	SIDEWALKS	Sq. Ft.	1,920	\$7.50	\$14,400.00	\$6.75	\$12,960.00	\$7.50	\$14,400.00	\$7.50	\$14,400.00
13.1	DETECTABLE WARNING SURFACE	Each	12	\$350.00	\$4,200.00	\$350.00	\$4,200.00	\$300.00	\$3,600.00	\$300.00	\$3,600.00
14	REPLACE INLET SILL	Each	4	\$450.00	\$1,800.00	\$400.00	\$1,600.00	\$335.00	\$1,340.00	\$400.00	\$1,600.00
15	ADJUSTMENT OF INLET SILL	Each	4	\$350.00	\$1,400.00	\$350.00	\$1,400.00	\$300.00	\$1,200.00	\$300.00	\$1,200.00
16	DRILLING AND DOWELING	Each	671	\$12.50	\$8,387.50	\$9.50	\$6,374.50	\$9.00	\$6,039.00	\$7.50	\$5,032.50
17	A2 JOINTS	Lin. Ft.	334	\$13.50	\$4,509.00	\$12.25	\$4,091.50	\$12.50	\$4,175.00	\$12.00	\$4,008.00
18	SILT FENCE	Lin. Ft.	180	\$1.00	\$180.00	\$1.00	\$180.00	\$0.50	\$90.00	\$1.00	\$180.00
19	INLET PROTECTION	Each	7	\$60.00	\$420.00	\$50.00	\$350.00	\$50.00	\$350.00	\$50.00	\$350.00
20	GRADED TROUGH REPLACEMENT	Each	0	\$22,000.00	\$0.00	\$22,000.00	\$0.00	\$0.00	\$0.00	\$22,000.00	\$0.00
	BID FORM TOTAL				\$1,090,064.25		\$1,050,769.87		\$1,053,889.62		\$1,054,797.50



BID TABULATION
2020 SELECTIVE SLAB REPLACEMENT PROJECT
2020-PW-03 B
February 20, 2020

ITEM #	DESCRIPTION	UNIT	QUANTITY	Project Estimate		Spencer Contracting		Lamke Trenching and Excavating	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	REMOVE & REPLACE P.C.C. PAVEMENT	Sq. Yd.	17,525	\$48.50	\$849,962.50	\$48.40	\$848,210.00	\$52.00	\$911,300.00
2	JOINT SEALANT	Sq. Yd.	17,525	\$1.80	\$31,545.00	\$1.75	\$30,668.75	\$1.75	\$30,668.75
3	4" ROLLED STONE BASE	Sq. Yd.	17,525	\$5.25	\$92,006.25	\$4.75	\$83,243.75	\$4.75	\$83,243.75
4	UNDERGRADING	Cu. Ft.	650	\$0.95	\$617.50	\$0.50	\$325.00	\$1.25	\$812.50
5	GEOTEXTILE FABRIC	Sq. Yd.	17,525	\$1.00	\$17,525.00	\$1.00	\$17,525.00	\$1.00	\$17,525.00
6	STRUCTURAL GEOGRID	Sq. Yd.	400	\$1.00	\$400.00	\$1.00	\$400.00	\$1.00	\$400.00
7	SEEDING & MULCHING	Sq. Yd.	487	\$1.00	\$487.00	\$0.01	\$4.87	\$5.00	\$2,435.00
8	TRAFFIC CONTROL	L.S.	1	\$13,000.00	\$13,000.00	\$24,000.00	\$24,000.00	\$15,000.00	\$15,000.00
9	PAVED APPROACHES	Sq. Yd.	742	\$58.00	\$43,036.00	\$63.00	\$46,746.00	\$58.00	\$43,036.00
10	SAWCUTTING	Lin. Ft.	671	\$3.50	\$2,348.50	\$3.00	\$2,013.00	\$3.00	\$2,013.00
12	UNDERDRAINS	Lin. Ft.	256	\$15.00	\$3,840.00	\$14.50	\$3,712.00	\$20.00	\$5,120.00
13	SIDEWALKS	Sq. Ft.	1,920	\$7.50	\$14,400.00	\$7.00	\$13,440.00	\$8.00	\$15,360.00
13.1	DETECTABLE WARNING SURFACE	Each	12	\$350.00	\$4,200.00	\$200.00	\$2,400.00	\$250.00	\$3,000.00
14	REPLACE INLET SILL	Each	4	\$450.00	\$1,800.00	\$400.00	\$1,600.00	\$400.00	\$1,600.00
15	ADJUSTMENT OF INLET SILL	Each	4	\$350.00	\$1,400.00	\$335.00	\$1,340.00	\$400.00	\$1,600.00
16	DRILLING AND DOWELING	Each	671	\$12.50	\$8,387.50	\$12.00	\$8,052.00	\$8.00	\$5,368.00
17	A2 JOINTS	Lin. Ft.	334	\$13.50	\$4,509.00	\$12.50	\$4,175.00	\$15.00	\$5,010.00
18	SILT FENCE	Lin. Ft.	180	\$1.00	\$180.00	\$1.00	\$180.00	\$3.00	\$540.00
19	INLET PROTECTION	Each	7	\$60.00	\$420.00	\$50.00	\$350.00	\$100.00	\$700.00
20	GRADED TROUGH REPLACEMENT	Each	0	\$22,000.00	\$0.00	\$22,000.00	\$0.00	\$0.00	\$0.00
	BID FORM TOTAL				\$1,090,064.25		\$1,088,385.37		\$1,144,732.00

Memorandum

Department of Public Works

Michael O. Geisel



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

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

DATE: February 19, 2020

RE: 2019 Accessible Sidewalk Ramp Improvement Project

On February 18, 2020 the Department of Public Works publicly opened bids for the 2019 Accessible Sidewalk Ramp Improvement Project. Three bids were received, as detailed in the attached memorandum from Project Manager Matt Dooley. The lowest bid was submitted by Sweetens Concrete. Sweetens Concrete has successfully performed this type of work in the past for the City of Chesterfield and is positively recommended by City Staff. This year a total of 17 sidewalk ramp improvements will be constructed in the Westbury subdivision.

The City's annual sidewalk ramp improvement projects are funded through the Community Development Block Grant (CDBG) program administered by St. Louis County. In 2019 the City of Chesterfield was eligible for \$41,900 in CDBG funding. While there are a number of ways a city can use CDBG funds, we believe the sidewalk ramp improvement program is the most appropriate, as it not only benefits many residents, but it allows the City of Chesterfield to work toward compliance with the Americans with Disabilities Act.

I recommend acceptance of the low bid, as submitted by Sweetens Concrete, in the amount of \$34,415, with a funding authorization in an amount not to exceed \$41,900. This will allow construction of the Base Bid, all alternates, and a contingency should change orders become necessary. This entire project will be funded through the CDBG Program, and there will be no cost to the City of Chesterfield. Please note that this is considered a 2019 project, but the funding from St. Louis County only recently became available. Therefore, construction will occur in 2020.

Should you have any questions, or require additional information, please let me know.

MEMORANDUM



DATE: February 19, 2020

TO: James Eckrich, Public Works Director

FROM: Matt Dooley, Project Manager *[Signature]*

SUBJECT: 2019 Accessible Ramp Improvements **(2019-PW-02)**

As you are aware, each year the City of Chesterfield is eligible for Community Development Block Grant funding through St. Louis County. While there are a number of eligible uses for CDBG funds, the City of Chesterfield has elected to utilize these funds to reconstruct sidewalk ramps to meet the standards defined within the Americans with Disabilities Act (ADA). This year the total funding available to the City of Chesterfield, through the CDBG program, is \$41,900. No local match is required.

City Staff typically defines a scope of work based upon the number of ramps we believe can be constructed based upon the amount of funding we believe will be available. This is referred to as the Base Bid. Should additional funding become available, we also create "Alternates" which allow us to increase the scope of the project if the bids received are favorable. In this case the Base Bid and all alternates are located within the Westbury Subdivision.

On February 18, 2020, the City of Chesterfield publicly opened bids for the above-described CDBG sidewalk ramp project. A summary of those bids is as follows:

Contractor	Base Bid	Alt#1	Alt#2	Total Bid
Sweetens Concrete	\$ 19,476.30	\$ 7,605.10	\$ 7,334.00	\$34,415.40
Lamke Trenching	\$ 30,114.25	\$ 11,238.75	\$ 10,686.00	\$ 52,039.00
Spencer Contracting	\$ 32,274.18	\$ 11,768.34	\$ 11,335.32	\$ 55,377.84

Based upon the bids received, the City of Chesterfield can construct the Base Bid and all Alternates, at an estimated cost of \$34,415.40. The low bidder for this scope, Sweetens Concrete, has successfully performed this type of work in other municipalities as well as the City of Chesterfield. Accordingly, we recommend acceptance of the low total bid of \$34,415.40 submitted by Sweetens Concrete and request authorization of work up to the amount of the available funding, \$41,900.00. The above contract amount covers the Base Bid, all Alternates, and a contingency.

Should you require additional information, please advise.

cc: 2019-PW-02 File



BID TABULATION
2019 ACCESSIBLE RAMP IMPROVEMENTS
2019-PW-02
February 18, 2020

ITEM #	DESCRIPTION	UNITS	QUANTITY	ENGINEER'S ESTIMATE		Sweetens Concrete Servises		Lamke Trenching and Excavating		Spencer Contracting	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Remove Sidewalk	Sq. Ft.	1523	\$5.25	\$7,995.75	\$2.00	\$3,046.00	\$2.75	\$4,188.25	\$7.38	\$11,239.74
2	Replace / Install 4" Sidewalk	Sq. Ft.	1612	\$11.25	\$18,135.00	\$8.15	\$13,137.80	\$13.00	\$20,956.00	\$9.12	\$14,701.44
3	Remove and Replace P.C.C. Pavement	Sq. Yd.	21	\$200.00	\$4,200.00	\$105.00	\$2,205.00	\$100.00	\$2,100.00	\$168.00	\$3,528.00
4	Saw Cutting	Lin. Ft.	155	\$8.00	\$1,240.00	\$2.50	\$387.50	\$4.00	\$620.00	\$4.00	\$620.00
5	Siltation Control	Lump Sum	1	\$500.00	\$500.00	\$350.00	\$350.00	\$750.00	\$750.00	\$1,035.00	\$1,035.00
6	Traffic Control	Lump Sum	1	\$2,000.00	\$2,000.00	\$350.00	\$350.00	\$1,500.00	\$1,500.00	\$1,150.00	\$1,150.00
TOTAL BASE BID					\$34,070.75		\$19,476.30		\$30,114.25		\$32,274.18
ALTERNATE #1					\$14,081.75		\$7,605.10		\$11,238.75		\$11,768.34
ALTERNATE #2					\$13,781.00		\$7,334.00		\$10,686.00		\$11,335.32

MEMORANDUM

Date/ February 21, 2020

To/ Mike Geisel, City Administrator

From/ Kari Johnson, Superintendent of Recreation

Subject/Fireworks



The Parks, Recreation and Arts Department received proposals for a pyrotechnic display to be conducted on July 4, 2020. One company submitted a proposal to perform the pyrotechnic product, products firing gear, racking equipment, insurance, personnel, licenses entertainment work, which includes approximately twenty five (25) minutes of choreographed, multi-level, multi-position pyrotechnic production from a single ground location to include, permits, security, storage and shipping. The proposal was to be based on a total of \$55,000. The proposal was sent to four companies as well as posted on the website and Missouri Lawyer Media. J&M Displays was the only company that submitted a proposal.

Please see the attached proposal from the results for the breakdown of the different sized shells that the company submitted with their bid.

J & M Displays has provided the City with our July 4th pyrotechnic display for the past seven years. J & M Displays have included an extra 15% of product for this year to show their ongoing dedication to our City. Also attached is their Multiple Year Agreement that they would like for the City to consider. The 15% additional product would be an annual occurrence if we sign the Multiple Year Agreement with them.

I recommend the bid in the amount of \$55,000 as submitted by J & M Displays including the multi-year agreement to receive the additional 15% of product. The Parks, Recreation and Arts Department has worked with J & M Displays in the past, as they have performed the pyrotechnic work for our 4th of July Celebrations. As such, I am confident that J & M Displays will perform the work as specified.

Please forward to Council for approval at your earliest convenience

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

Concurrence:

 2-21-2020
Thomas McCarthy, Director of Parks, Recreation and Arts

A total of \$67,000 is budgeted for the 4th of July,
\$55,000 for Fireworks, 084-5325
71202

Forwarded to Council for review & approval

City of Chesterfield MO
Office of Parks, Recreation and Arts Department
City of Chesterfield City Hall
690 Chesterfield Parkway West
Chesterfield , Missouri 63017

February 5th 2020

RE: City of Chesterfield Fireworks Display
for July 4th Celebration 2020

Dear City of Chesterfield

Thank you for giving J&M Displays the opportunity to present a bid for the City of Chesterfield 4th of July celebration. A brief history and description of J&M Displays, Inc. and its operation can be found in the attached letter. J&M Displays is celebrating our 40th year of presenting displays around the world and hundreds throughout the Midwest. A list of references and organization's attached plus your qualifications form.

J&M has put together the perfect show for your July 4th celebration using the popular J&M brand special effects shells, popular for their dense star bursts and bright hues. A detailed list of shells, shell quantities and descriptions are listed on the proposal. We have also included SAMPLE contract for 2020 and a multiple-year agreement if you wish to sign with us for additional years, to receive **FREE BONUS PRODUCT** for the additional years.

Below is a list of additional contract extensions included in this proposal:

- Tim Fiebiger, your lead pyrotechnician will arrive on Sunday June 28th with the metal racks and fiberglass eight inch mortars . Tim will start setting up the the racks on Monday June 29th 2020
- Fireworks will be delivered July 1st 2020 by a Department of Transportation Haz-Mat certified driver (Tim Fiebiger) and vehicle covered under our \$10,000,000 insurance policy. Our general liability insurance is through Lexington, which carries a rating of A++XIV. Sample insurance certificate is attached. J&M pyrotechnicians are covered under \$10,000,000 of workers compensation insurance.
- If your event cannot be held because of inclement weather, another day can be designated on the insurance certificate, which is usually the next day. **No additional charge** will be incurred by the client if the display is set and ready to go. Also if the fireworks are loaded and for some unforeseen reason (weather, etc.) J&M will put 24 hour security on the show site until the next day **at NO CHARGE to the client.**
- We have also included Emergency Response Information (Safety Data Sheets)

- Attached is our current BATF license and Missouri State pyrotechnic license.
- The cost of this electronically fired display will not exceed \$55,000.00 and is all-inclusive. Unless otherwise stated by the committee. All prices will remain firm.
- The Duration of the Display shall be approximately 25 minutes, fully choreographed to music pre-approved by the City and shot with a pyro digital time coded lockable system.
- J&M Displays will evaluate the shoot site prior to the display and provide site security from set-up to clean up. A written safety plan has been included for your review.
- All crew members will be dressed in protective clothing for the firing of the show, hard hats, ear plugs, steel toed boots ,Led head lamps, cotton long pants and long sleeve shirts, and welder jackets.
- J&M will obtain all necessary permits for the display.

J&M appreciates the opportunity to present this bid for your July 4th celebration. Should you have any questions regarding this information, please do not hesitate to contact us.



J&M Displays Proposal for: City of Chesterfield July 4th Celebration

Opening

3 Inch Finales

Quantity	Name	Rising Effect	Price	Total
2	Report 10 Shot finale chain (343-A)	Gold tails	\$139.80	\$279.60
Category Shell Count: 20				\$279.60

4 Inch Finales

Quantity	Name	Rising Effect	Price	Total
3	Red white and blue peony 8 shot finale chain	mixed tails	\$221.15	\$663.45
Category Shell Count: 24				\$663.45

5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
10	Red and Blue Dahlia with silver glitter		\$34.05	\$340.50
Category Shell Count: 10				\$340.50

6 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
6	Red and blue dahlia with silver glitter		\$60.55	\$363.30
Category Shell Count: 6				\$363.30

8 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
3	Silver crown to red and blue		\$179.60	\$538.80
Category Shell Count: 3				\$538.80
Section Shell Count: 63				

Flight 1

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
6	Brocade Waterfall to Blue		\$37.70	\$226.20
6	Brocade Waterfall to Red		\$37.70	\$226.20
6	Brocade Waterfall to White		\$37.70	\$226.20
Category Shell Count: 18				\$678.60

5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
10	Glittering willow waterfall	glitter tail	\$61.40	\$614.00
Category Shell Count: 10				\$614.00



J&M Displays Proposal for: City of Chesterfield July 4th Celebration

Flight 1

6 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
6	Glittering willow waterfall	glitter tail	\$86.80	\$520.80
Category Shell Count: 6				\$520.80

8 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
3	Glittering willow waterfall		\$179.60	\$538.80
Category Shell Count: 3				\$538.80
Section Shell Count: 37				

Flight 2

4 Inch Special Effect shells

Quantity	Name	Rising Effect	Price	Total
3	Green to purple ghost peony		\$47.35	\$142.05
2	Magenta to lemon ghost peony		\$47.35	\$94.70
3	Red to green ghost peony		\$47.35	\$142.05
3	Blue to Red to Crackling Ghost Lamp		\$63.60	\$190.80
Category Shell Count: 11				\$569.60

5 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
3	Ghost shell red to green		\$72.35	\$217.05
3	Lemon ghost peony		\$72.35	\$217.05
8	Blue to Red to Crackling Ghost Lamp		\$86.45	\$691.60
Category Shell Count: 14				\$1,125.70

6 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
2	Aqua to crackling ghost peony		\$119.70	\$239.40
2	Blue to green to crackling ghost peony		\$119.70	\$239.40
2	Blue to red to crackling ghost peony		\$119.70	\$239.40
2	Ghost shell Green to Red to Crackle	Silver tail	\$119.70	\$239.40
Category Shell Count: 8				\$957.60

8 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
2	3D ghost peony w/silver tail		\$299.45	\$598.90
1	Blue to Green to Crackling Ghost Lamp		\$299.45	\$299.45
1	Blue to Red to Crackling Ghost Lamp		\$299.45	\$299.45
Category Shell Count: 4				\$1,197.80
Section Shell Count: 37				

Flight 3



J&M Displays Proposal for: City of Chesterfield July 4th Celebration

Flight 3

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
12	White strobe and red dahlia	whistling tail	\$37.70	\$452.40
Category Shell Count: 12				\$452.40

5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
10	White strobe and red dahlia	blue tail	\$61.40	\$614.00
Category Shell Count: 10				\$614.00

6 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
6	White strobe red dahlia		\$86.80	\$520.80
Category Shell Count: 6				\$520.80

8 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
3	White strobe and red dahlia		\$179.60	\$538.80
Category Shell Count: 3				\$538.80
Section Shell Count: 31				

Flight 4

4 Inch Special Effect shells

Quantity	Name	Rising Effect	Price	Total
8	Heart Pattern, Red		\$47.35	\$378.80
Category Shell Count: 8				\$378.80

5 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
5	Heart Pattern, Red to crackle		\$72.35	\$361.75
Category Shell Count: 5				\$361.75

6 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
6	Red crackling double hearts		\$119.70	\$718.20
Category Shell Count: 6				\$718.20
Section Shell Count: 19				

Flight 5



J&M Displays Proposal for: City of Chesterfield July 4th Celebration

Flight 5

4 Inch Special Effect shells

Quantity	Name	Rising Effect	Price	Total
8	Kamuro with Happy Face		\$47.35	\$378.80
Category Shell Count: 8				\$378.80

5 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
10	Smiley Face		\$72.35	\$723.50
Category Shell Count: 10				\$723.50

6 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
6	Happy Face pattern		\$119.70	\$718.20
Category Shell Count: 6				\$718.20
Section Shell Count: 24				

Main Event

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
12	Glittering willow	glitter tail	\$37.70	\$452.40
3	Assortment M of 10 different J&M Brand shells ELECTRIC FIRE	mixed tails	\$210.00	\$630.00
3	Assortment U of 10 different J&M Brand shells ELECTRIC FIRE	mixed tails	\$210.00	\$630.00
2	Assortment A Of 20 different J&M Brand shells ELECTRIC FIRE		\$420.00	\$840.00
4	Assortment E of 20 different J&M Brand shells ELECTRIC FIRE		\$420.00	\$1,680.00
4	Assortment V of 20 different Patriotic J&M Brand shells ELECTRIC FIRE	mixed tails	\$420.00	\$1,680.00
Category Shell Count: 272				\$5,912.40

4 Inch Special Effect shells

Quantity	Name	Rising Effect	Price	Total
3	Blue to crackle w/ crackle pistil		\$47.35	\$142.05
6	Gold Strobe		\$47.35	\$284.10
6	Green strobe		\$47.35	\$284.10
3	Red to crackle w/ crackle pistil		\$47.35	\$142.05
3	White to crackle w/ crackle pistil		\$47.35	\$142.05
6	Blue stars with whistles (cylinder)		\$63.60	\$381.60
6	Green and purple with artillery (cylinder)		\$63.60	\$381.60
6	Green and purple with silver serpents (cylinder)		\$63.60	\$381.60
6	Red and blue with artillery (cylinder)		\$63.60	\$381.60
6	Red and blue with whistles (cylinder)		\$63.60	\$381.60
Category Shell Count: 51				\$2,902.35



J&M Displays Proposal for: City of Chesterfield July 4th Celebration

Main Event

5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
10	Glittering willow	glitter tail	\$61.40	\$614.00
3	Golden Spider with green strobe pistils		\$61.40	\$184.20
3	Lemon dahlia with white strobe to report	gold tail	\$61.40	\$184.20
3	Rising Flowers to Glitter Silver to Blue to Red Chrysanthemum w/White Pistil		\$61.40	\$184.20
3	Three color change peony with glittering willow pistil	blue tail	\$61.40	\$184.20
3	White with silver strobe pistil	Silver tail	\$61.40	\$184.20
2	Assortment E of 15 different J&M Brand Shells ELECTRIC FIRE		\$540.00	\$1,080.00
2	Assortment J of 15 different shells (ELECTRIC FIRE ONLY)	mixed tails	\$540.00	\$1,080.00
3	Assortment T of 15 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$540.00	\$1,620.00
3	Assortment W of 15 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$540.00	\$1,620.00
				\$6,935.00

Category Shell Count: 175

5 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
4	Glittering willow with red and blue dahlia pistils	glitter tail	\$72.35	\$289.40
2	Tourbillon with reports with red and blue Stars		\$115.85	\$231.70
				\$521.10

Category Shell Count: 6

6 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
3	Assortment E of 9 different J&M Brand shells ELECTRIC FIRE		\$530.00	\$1,590.00
3	Assortment P of 9 different J&M brand shells ELECTRIC FIRE	mixed tails	\$530.00	\$1,590.00
3	Assortment T of 9 different J&M brand shells ELECTRIC FIRE	Mixed tails	\$530.00	\$1,590.00
3	Assortment W of 9 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$530.00	\$1,590.00
				\$6,360.00

Category Shell Count: 108

8 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
3	1/2 peony w/crackling pistil w/blue chrys tail		\$179.60	\$538.80
2	Brocade crown to silver time rain		\$179.60	\$359.20
2	Brocade crown with reports		\$179.60	\$359.20
2	Chrysanthemum with multiple layer pistil		\$179.60	\$359.20
2	Flashing willow with lemon and purple scatter		\$179.60	\$359.20
6	Glittering willow		\$179.60	\$1,077.60
2	Glittering willow with pink lemon and light blue pistil		\$179.60	\$359.20
2	Gold flashing crossette with gold flash pist		\$179.60	\$359.20
2	Golden Flashing with eight pieces of chrysanthemum pistil		\$179.60	\$359.20
2	Purple to green to white flashing		\$179.60	\$359.20
2	Sea blue peony with orange pistils		\$179.60	\$359.20
2	Silver plum crossette chrysanthemum		\$179.60	\$359.20
2	Silver spider with orange pistil		\$179.60	\$359.20
2	Variegated peony with gold palm pistil		\$179.60	\$359.20
				\$5,926.80

Category Shell Count: 33



J&M Displays Proposal for: City of Chesterfield July 4th Celebration

Main Event

8 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
2	Blue Chrysanthemum w/Red Pistil w/White Tips w/Silver Tail		\$299.45	\$598.90
2	Blue titanium salute small flowers w/silver tail		\$299.45	\$598.90
3	Double palm tree w/strobe pistil		\$299.45	\$898.35
2	Glittering silver to var. color chrys with golden strobe pistil		\$299.45	\$598.90
2	Golden Glittering to Green Glittering w/ Purple Pis		\$299.45	\$598.90
3	Green with big purple pistil and flower crown palm		\$299.45	\$898.35
3	Nishiki Kamuro		\$299.45	\$898.35
				\$5,090.65

Category Shell Count: 17

Section Shell Count: 662

Finales

4 Inch Finales

Quantity	Name	Rising Effect	Price	Total
2	Artillery 8 shot finale chain		\$241.15	\$482.30
				\$482.30

Category Shell Count: 16

6 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
5	Glittering silver to blue chrysanthemum		\$86.80	\$434.00
5	Glittering silver to red chrysanthemum		\$86.80	\$434.00
5	Glittering silver to white chrysanthemum		\$86.80	\$434.00
				\$1,302.00

Category Shell Count: 15

8 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Silver wave to green to red with red to purple pistil		\$179.60	\$359.20
				\$359.20

Category Shell Count: 2

8 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
2	Glittering silver to green to red chrys		\$299.45	\$598.90
3	Thousands of Color Peony		\$299.45	\$898.35
				\$1,497.25

Category Shell Count: 5

Section Shell Count: 38

Miscellaneous



J&M Displays Proposal for: City of Chesterfield July 4th Celebration

Miscellaneous

Ignition Items

Quantity	Name	Rising Effect	Price	Total
610	Igniter 3 meter leads		\$1.95	\$1,189.50
300	Igniter 4 meter leads		\$2.20	\$660.00
100	Igniter 5 meter leads		\$2.30	\$230.00
1	Wire 22 gauge copper duplex 500 foot		\$29.55	\$29.55
				\$2,109.05

Category Shell Count: 0

Section Shell Count: 0

8% Free for Early Payment

4 Inch Finales

Quantity	Name	Rising Effect	Price	Total
3	Color 8 shot finale chain	silver tail	\$221.15	\$663.45
12	Red white and blue dahlia 8 shot finale chain	mixed tails	\$221.15	\$2,653.80
				\$3,317.25

Category Shell Count: 120

Section Shell Count: 120

Free for Advertising

6 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
2	Gold Glitter to color with pistil assorted		\$60.55	\$121.10
4	Blue peony w/silver palm tree & red pistil		\$86.80	\$347.20
9	Blue to silver willow		\$86.80	\$781.20
6	Red crossette		\$86.80	\$520.80
2	Assortment B of 9 different J&M brand shells ELECTRIC FIRE	mixed tails	\$530.00	\$1,060.00
				\$2,830.30

Category Shell Count: 39

8 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Red white and blue peony		\$179.60	\$179.60
				\$3,009.90

Category Shell Count: 1

8 Inch Special Effect Shells

Quantity	Name	Rising Effect	Price	Total
2	Hundreds of Flowers in Bloom		\$299.45	\$598.90
2	Snowflake w/white strobe pistil		\$299.45	\$598.90
3	Twinkling Kamuro Crown w/Gold Tail		\$299.45	\$898.35
				\$5,106.05

Category Shell Count: 7

Section Shell Count: 47

15% Free for Multiple Year Agreement



J&M Displays Proposal for: City of Chesterfield July 4th Celebration

15% Free for Multiple Year Agreement

4 Inch Finales

Quantity	Name	Rising Effect	Price	Total
7	Mixed color peony 8 shot finale chain		\$221.15	\$1,548.05
Category Shell Count: 56				\$1,548.05

3 Inch Finales

Quantity	Name	Rising Effect	Price	Total
6	Report and palm 10 Shot finale chain		\$139.80	\$838.80
Category Shell Count: 60				\$2,386.85

5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
6	Assortment P of 10 Special J&M Brand pattern shells ELECTRIC FIRE		\$600.00	\$3,600.00
Category Shell Count: 60				\$5,986.85
Section Shell Count: 176				



J&M Displays Proposal for: City of Chesterfield July 4th Celebration

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Fireworks Price:	\$53,191.90
Discount:	\$13,146.90
Subtotal Fireworks:	\$40,045.00
Sales Tax:	
Local Sales Tax:	
Insurance Processing:	\$5,800.00
License and Permit:	\$155.00
Shoot Fee:	\$5,500.00
Delivery:	\$1,500.00
Musical Firing:	
Shoot Cost:	\$2,000.00
Equipment Rental:	
Barge/Pontoon Fee:	
Total Price of Show:	\$55,000.00

Total Shot Count:	1254
Packing Check:	1454
Date of Display:	07/04/20
Customer Number:	10259

Summary of Free Items Added to Your Show See Previous Pages for a Listing of Free Items Free Items are Based on the \$40,045.00 Fireworks Subtotal

\$3,317.25	8% Free for Early Payment
\$5,106.05	Free for Advertising
\$5,986.85	15% Free for Multiple Year Agreement
\$14,410.15	Total Free

Total Value of Show is \$82,557.05. Your Price is \$55,000.00

Please Note the Following Comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J&M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J&M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice. For choreographed displays the quantity and sizes of product may change based on the music selected; however, the dollar value of the product will remain the same.



MEMORANDUM

DATE: February 21, 2020

TO: Mike Geisel
City Administrator

FROM: Andrea Majoros, Business Assistance Coordinator

SUBJECT: LIQUOR LICENSE REQUEST – PINSPIRATION

PINSPIRATION, 164 CHESTERFIELD COMMONS EAST RD (formerly St. Louis Wine Market) ... has requested a liquor license for retail sale of wine by the drink, to be consumed on premise, plus Sunday sales.

Ms. Amanda Wibbenmeyer is the Managing Officer.

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

With City Council approval at the Monday, March 2, 2020, City Council meeting, I will immediately issue this license.

OTHER LEGISLATION

Bill No. 3290 - Chesterfield Outlets (The District) Vacation of Parking and Access Easement An ordinance partially vacating a parking and access easement over and across Adjusted Lot 1 of the Boundary Adjustment Plat as recorded in Plat Book 360, Pages 137 And 138 of the St. Louis County Records, located in the City of Chesterfield, St. Louis County, Missouri. **(First & Second Readings) Department of Planning recommends approval.**

Bill No. 3291 - Chesterfield Outlets (The District) Vacation of Drainage Easement An ordinance partially vacating a drainage easement over and across Adjusted Lot 1 of the Boundary Adjustment Plat as recorded in Plat Book 360, Pages 137 and 138 of the St. Louis County Records, located in the City of Chesterfield, St. Louis County, Missouri. **(First & Second Readings) Department of Planning recommends approval.**

Bill No. 3292 - Spirit Valley Business Park (Neff Power) Vacation of Drainage Easement An ordinance vacating a drainage easement on Adjusted Lot 1B, of Lot Split of Lot 1 of Spirit Valley Business Park as recorded in Plat Book 361, Page 230 of the St. Louis County Records, and a drainage easement on Lot 2 of Spirit Valley Business Park as recorded in Plat Book 356, Page 177 of the St. Louis County Records, located in the City of Chesterfield, St. Louis County, Missouri. **(First & Second Readings) Department of Planning recommends approval.**

Bill No. 3293 - Spirit Valley Business Park, Lots 1A, 1B, and 2 Boundary Adjustment Plat An ordinance providing for the approval of a Boundary Adjustment Plat for the consolidation of three parcels totaling 4.3 acres, with all parcels zoned "PI" Planned Industrial District (17W420123, 17W420112, & 17W420079). **(First & Second Readings) Department of Planning recommends approval.**

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning *JW*

Date: March 02, 2020 Bill No. 3290

RE: **Chesterfield Outlets (The District) Vacation of Parking and Access Easement:** A petition for a vacation of a parking and access easement located on the Chesterfield Outlets subdivision in Chesterfield (17T420027).

Stock and Associates Consulting Engineers, Inc. on behalf of Taubman Prestige Outlets of Chesterfield LLC, is requesting the vacation of a parking and access easement dedicated to the City of Chesterfield located on the subject property. The easement is solely dedicated to the City of Chesterfield.

The vacation of the parking and access easement is required due to the parking lot realignment established in the Chesterfield Outlets (The District) Amended Site Development Plan approved on October 16, 2019. Figures 1 and 2 below display the area to be vacated and the new parking and access easement established in accordance to the approved Amended Site Development Plan.

Attached to the legislation, please find a copy of the Exhibits A and B which show and describe the easement to be vacated.



Figure 1. Vacation of Parking & Access



Figure 2. Approved Parking & Access

Attachments: Legislation
Exhibit "A"
Exhibit "B"

BILL NO. 3290

ORDINANCE NO. _____

AN ORDINANCE PARTIALLY VACATING A PARKING AND ACCESS EASEMENT OVER AND ACROSS ADJUSTED LOT 1 OF THE BOUNDARY ADJUSTMENT PLAT AS RECORDED IN PLAT BOOK 360, PAGES 137 AND 138 OF THE ST. LOUIS COUNTY RECORDS, LOCATED IN THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI.

WHEREAS, a petition has been filed by Stock and Associates Consulting Engineers, Inc. requesting the City partially vacate easements on said tract of land; and,

WHEREAS, Taubman Prestige Outlets of Chesterfield LLC owns the property on which the easements are located and has requested to vacate the easements; and,

WHEREAS, the Department of Planning has reviewed the petition and has determined that said petition meets all applicable regulations and determined that the vacation will have no adverse effect on the City of Chesterfield.

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

Section 1. The City Council of the City of Chesterfield hereby approves the easement vacations located over and across adjusted Lot 1 of the Boundary Adjustment Plat as recorded in plat book 360, pages 137 and 138 in Chesterfield as depicted in "Exhibit A" and described in "Exhibit B", which are attached hereto and made part of hereof; and

Section 2. The Mayor and City Clerk are authorized and directed to evidence the approval of the vacation of this easement by affixing their signatures and the Official Seal of the City of Chesterfield to a Certificate of Approval as required on said documents. The petitioner is required and directed to record these easement vacations with the Saint Louis County Recorder of Deeds Office; and

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

Passed and approved this _____ day of _____, 2020.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 03/02/2020

(3-Inch Area above – Leave Blank (for Recorder's Office Use Only))

DOCUMENT TYPE: Access Easement Vacation

DATE OF DOCUMENT : _____, 20__

GRANTOR : City of Chesterfield
690 Chesterfield Pkwy W
Chesterfield, MO 63017-0760

GRANTEE : Taubman Prestige Outlets of Chesterfield, LLC
c/o The Taubman Company, LLC
200 East Long Lake Road, Suite 300
Bloomfield, MI 48304

PROPERTY ADDRESS: 16985 N. Outer 40
Chesterfield, MO 63005

LOCATOR NO.: 17T420016

CITY/ MUNICIPALITY : Chesterfield, MO

LEGAL DESCRIPTION: A tract of land being Adjusted Lot 1 of the Boundary Adjustment Plat as recorded in PB 360, PGS 137 & 138, located in U.S. Survey 2031, Township 45 North, Range 4 East of the 5th principal meridian, City of Chesterfield, St. Louis County, Missouri

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

TO THE CITY COUNCIL OF THE CITY OF CHESTERFIELD

STATE OF MISSOURI

PETITION OF VACATION OF EASEMENT

UNDER SECTION 02-11 OF THE UNIFIED DEVELOPMENT CODE

Petitioner, Taubman Prestige Outlets of Chesterfield, LLC, states to the City Council of the City of Chesterfield, State of Missouri that:

1. They are the owners of fee simple of the following described parcel of real estate situated in the City of Chesterfield, County of St. Louis, State of Missouri, containing approximately 32,284 square foot of ground as shown on an attached plat, marked as Exhibit “A” and incorporated herein by reference and more particularly described as:

A tract of land being adjusted lot 1 of the boundary adjustment plat as recorded in plat book 360, pages 137 & 138, located in U.S. survey 2031, township 45 north, range 4 east of the 5th principal meridian, City of Chesterfield, St. Louis County, Missouri

2. Petitioner desires to have a portion of a easement situated in the City of Chesterfield, Missouri, vacated. The portion of the easement, to be vacated, is shown on an attached plat, marked as Exhibit “A,” incorporated herein by reference. The easement to be vacated is shown hatched on Exhibit “A.”
3. The easement shown on the attached plat, marked on Exhibit “A” and also described as follows:

An easement over and across a tract of land located in Adjusted Lot 1 of the Boundary Adjustment Plat of a tract of land in part of Lot 4 and 5 of the James Long's Estate and part of Lots 1 and 2 of the Subdivision of Ludwell Bacon's Estate, and Lots 6, 7, 8 and 9 of Herman Ficke Estate Subdivision, (as recorded in Plat Book 360, Page 137 and 138 of the St. Louis County Records), located in U.S. Survey 2031, Township 45 North, Range 4 East of the 5th Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

COMMENCING at the northwest corner of above said Adjusted Lot 1, thence along the north line of said Adjusted Lot 1 the following courses and distances: South 84 degrees 50 minutes 26 seconds East, 75.65 feet; South 83 degrees 33 minutes 04 seconds East, 203.31 feet; South 83 degrees 57 minutes 15 seconds East, 199.86 feet; South 85 degrees 0 minutes 30 seconds East, 70.09 feet; South 04 degrees 51 minutes 30 seconds West, 9.00 feet; South 85 degrees 32 minutes 19 seconds East, 36.51 feet to the POINT OF BEGINNING of the herein described tract: thence departing last said north line the following courses and distances: South 03 degrees 31 minutes 01 seconds West, 44.74 feet to a point of curvature to the left having a radius of 77.00 feet; along said curve with an arc length of 40.23 feet and a chord which bears South 11 degrees 27 minutes 00 seconds East, 39.77 feet to a point of reverse curvature to the right having a radius of 99.50 feet; along said curve with an arc length of 55.34 feet and a chord which bears South 10 degrees 29 minutes 05 seconds East 54.63 feet; South 05 degrees 25 minutes 54 seconds West, 75.17 feet to the beginning of a non-tangent curve to the left having a radius of 50.00 feet and along said curve with an arc length of 87.94 feet, and a chord which bears South 57 degrees 30 minutes 14 seconds West, 77.04 feet to the northeastern right-of-way line

of North Outer 40, variable width as established by instrument recorded in Book 20030, page 1797 of the above said records; thence along said northeastern right-of-way line, South 42 degrees 33 minutes 41 seconds East, 73.16 feet; thence departing last said right-of-way line the following courses and distances: North 47 degrees 26 minutes 19 seconds East, 0.50 feet to the beginning of a non-tangent curve to the right having a radius of 20.00 feet; along said curve with an arc length of 30.75 feet and a chord which bears North 01 degrees 29 minutes 03 seconds East, 27.81 feet to a point of tangency; North 45 degrees 31 minutes 46 seconds East, 26.21 feet to a point of curvature to the left having a radius of 77.00 feet; along said a curve with an arc length of 53.89 feet and a chord which bears North 25 degrees 28 minutes 50 seconds East, 52.80 feet to a point of tangency; North 05 degrees 25 minutes 54 seconds East, 73.72 feet the beginning of a non-tangent curve to the left having a radius of 126.50 feet; along a curve with an arc length of 70.35 feet and a chord which bears North 10 degrees 29 minutes 05 seconds West, 69.45 feet to a point of reverse curvature to the right having a radius of 50.00 feet; along said curve with an arc length of 26.12 feet and a chord which bears North 11 degrees 27 minutes 00 seconds West, 25.83 feet to a point of tangency and North 03 degrees 31 minutes 01 seconds East, 44.30 feet to the north line of above said Adjusted Lot 1; thence along said north line, North 85 degrees 32 minutes 19 seconds West, 27.00 feet to the Point of Beginning and containing 8,656 square feet or 0.198 acres according to calculations performed by Stock and Associates Consulting Engineers, Inc on June 28, 2012.

And:

An easement over and across a tract of land located in Adjusted Lot 1 of the Boundary Adjustment Plat of a tract of land in part of Lot 4 and 5 of the James Long's Estate and part of Lots 1 and 2 of the Subdivision of Ludwell Bacon's Estate, and Lots 6, 7, 8 and 9 of Herman Ficke Estate Subdivision, (as recorded in Plat Book 360, Page 137 and 138 of the St. Louis County Records), located in U.S. Survey 2031, Township 45 North, Range 4 East of the 5th Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

COMMENCING at the northwest corner of above said Adjusted Lot 1, thence along the north line of said Adjusted Lot 1 the following courses and distances: South 84 degrees 50 minutes 26 seconds East, 75.65 feet; South 83 degrees 33 minutes 04 seconds East, 203.31 feet; South 83 degrees 57 minutes 15 seconds East, 199.86 feet; South 85 degrees 08 minutes 30 seconds East, 70.09 feet; South 04 degrees 51 minutes 30 seconds West, 9.00 feet; South 85 degrees 32 minutes 19 seconds East, 36.51 feet to the west line of a Variable Width Access Easement; thence along said west line, South 03 degrees 31 minutes 01 seconds West, 44.74 feet to a point of curvature to the left having a radius of 77.00 feet; thence along said curve with an arc length of 11.55 and chord which bears South 00 degrees 46 minutes 47 seconds East, 11.54 feet to the POINT OF BEGINNING of the herein described tract; thence continuing along said west line the following courses and distances: along a curve to the left having a radius of 77.00 feet, an arc length of 28.68 feet and a chord which bears South 15 degrees 44 minutes 48 seconds East, 28.51 feet to a point of reverse curvature to the right having a radius of 99.50 feet; along said curve with an arc length of 55.34 feet and a chord which bears South 10 degrees 29 minutes 05 seconds East, 54.63 feet and South 05 degrees 25 minutes 54 seconds West, 65.37 feet; thence departing last said west line the following courses and distances: North 84 degrees 35 minutes 06 seconds West, 31.46 feet to a point of curvature to the right having a radius of 46.50 feet; along said curve with an arc length of 25.17 feet and a chord which bears North 69 degrees 04 minutes 51 seconds West, 24.86 feet; South 47 degrees 35 minutes 11 seconds West, 18.88 feet; North 42 degrees 24 minutes 49 seconds West, 172.00 feet; North 47 degrees 35 minutes 11 seconds East, 14.28 feet; North 05 degrees 24 minutes 54 seconds East, 44.30 feet; South 84 degrees 35 minutes 06 seconds East, 154.00 feet; South 05 degrees 24 minutes 54 seconds West, 18.50 feet and South 84 degrees 35 minutes 06 seconds East, 6.74 feet to the Point of Beginning and containing 23,528 square feet or 0.540 acres more or less according to

calculations performed by Stock and Associates Consulting Engineers, Inc on June 27, 2012.

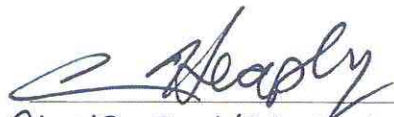
4. Petitioners are the owners in fee simple of all of the property which is bordering on the portion of the easement which the petitioner desires to vacate, and that, if the City Council of the City of Chesterfield vacates the portion of that easement, then the vacated portion shall vest in the petitioner.
5. The portion of easement which Petitioners desire to vacate is adjoined or abutted by the property which is owned by the petitioners in fee simple, and none of the adjoining property to the portion of the easement which will be vacated is owned by anyone other than the Petitioners.
6. The portion of the easement that is to be vacated is not being used by anyone due to the fact that there are other easements available and are being used. Further, the portion of the easement which shall remain will adequately serve such property.
7. The vacation herein petitioned for is in the interest of the public necessity, convenience and general welfare, and will not interfere with the best interest of the public use.

WHEREOF, Petitioner prays that the City Council of the City of Chesterfield, Missouri, vacate the portion of the easement as set forth in detail in this petition and Petitioners further pray that the portion of the easement to be vacated as herein described shall revert to the Petitioners who are the owner in fee simple of the adjoining and abutting property and ordain such further orders as may be property to accomplish vacation prayed.

By:

Print Name:

Print Title:


Chris B. Heaphy
Authorized Signatory

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

On this 23rd day of December, 2019, before me personally appeared Chris B. Neahey, to me known to be the person/persons described in and who executed the foregoing instrument and acknowledged that they executed the same as free act and deed.

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

My Commission Expires:

05/04/2023



Notary Public

MONA K. JABR

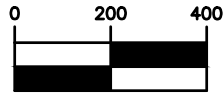
Notary Public, Oakland County, MI

My Commission Expires: 05/04/2023

Acting In Oakland County, MI

Mona K. Jabr

GRAPHIC SCALE



(IN FEET)

1 inch = 400 ft.

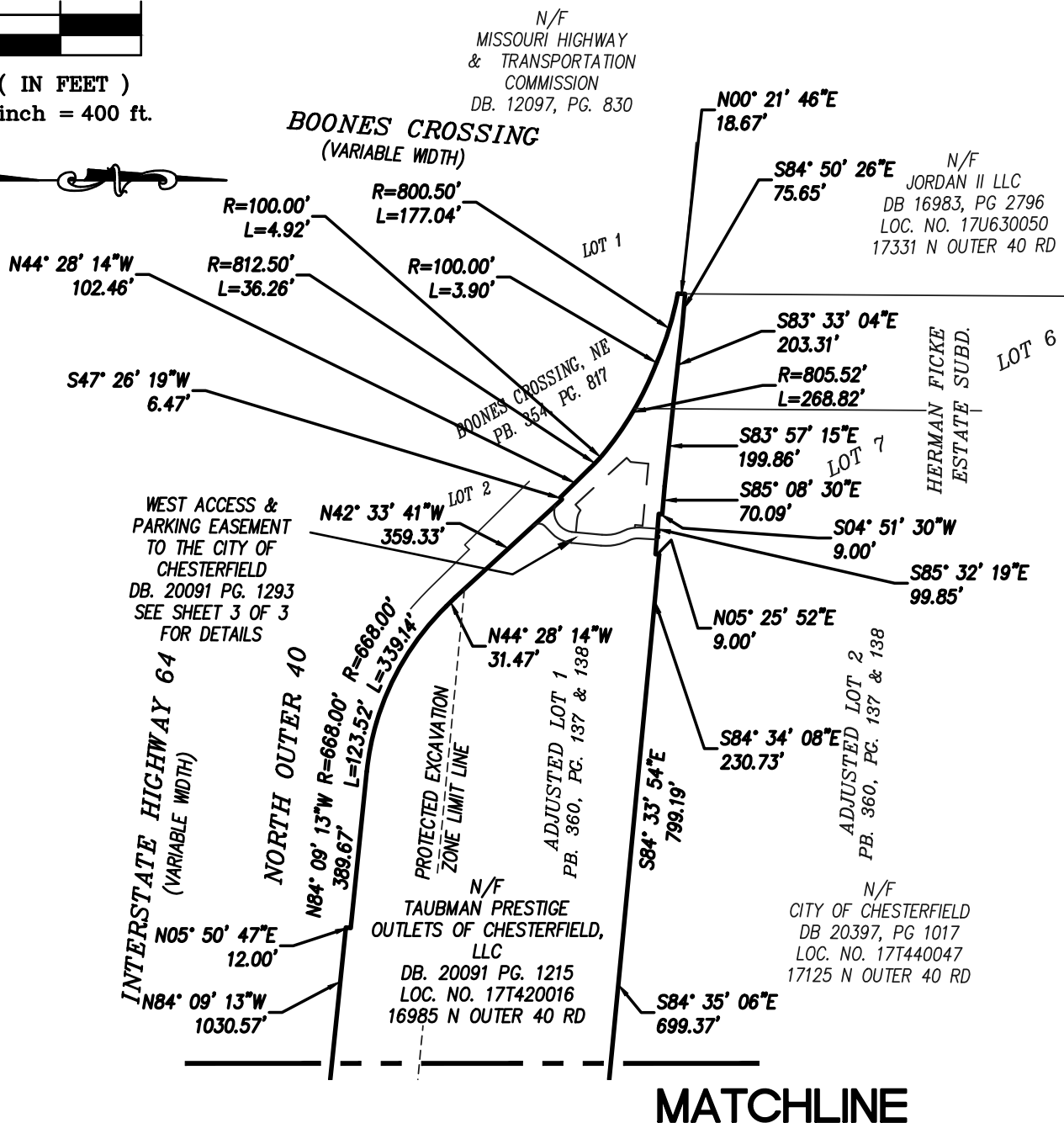


EXHIBIT "A

SHEET 1 OF 3

INITIAL _____

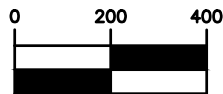
EASEMENT VACATION EXHIBIT

A TRACT OF LAND BEING ADJUSTED LOT 1 OF THE BOUNDARY ADJUSTMENT PLAT AS RECORDED IN PLAT BOOK 360, PAGES 137 & 138, LOCATED IN U.S. SURVEY 2031, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

DATE 1/29/2019

6411\SURVEY\EXHIBITS\ACCESS EASEMENT CITY_VAC.DWG

GRAPHIC SCALE



(IN FEET)

1 inch = 400 ft.



MATCHLINE

INTERSTATE HIGHWAY 64
(VARIABLE WIDTH)

NORTH OUTER 40

N84° 18' 34"W
260.09'

N85° 39' 06"W
509.93'

R=5005.00'
L=130.86'

PROTECTED EXCAVATION ZONE LIMIT LINE

ADJUSTED LOT 1
PB. 360, PG. 137 & 138

ADJUSTED LOT 2
PB. 360, PG. 137 & 138

N/F
CITY OF CHESTERFIELD
DB 20397, PG 1017
LOC. NO. 17T440047
17125 N OUTER 40 RD

N/F
TAUBMAN PRESTIGE OUTLETS
OF CHESTERFIELD, LLC
DB. 20091 PG. 1215
LOC. NO. 17T420016
16985 N OUTER 40 RD

ACCESS
EASEMENT
TO REMAIN
DB. 20091
PG. 1293

S05° 36' 33"W
6.80'

S84° 39' 13"E
1101.32'

S84° 23' 27"E
81.27'

S84° 38' 09"E
119.38'

N05° 17' 33"E
8.00'

S84° 42' 27"E
95.20'

S84° 22' 35"E
98.38'

S87° 39' 27"E
96.96'

N85° 20' 22"E
14.76'

S07° 30' 12"W
22.65'

S50° 31' 21"W
99.71'

S38° 40' 37"W
130.29'

S43° 35' 48"W
119.08'

S52° 55' 22"W
83.69'

S66° 52' 23"W
42.59'

S01° 38' 15"W
321.23'

N/F
PLAZA INN LLC
DB. 23248, PG. 865
16851 N OUTER 40 RD
LOC. NO. 17T510063

ADJUSTED LOT 2
PB. 357, PG. 3 & 4

N/F
WAYNE D & RUTHANN E
HAYNES
DB. 9054, PG. 2041
LOC NO. 17T540059
16849 N OUTER 40 RD

EXHIBIT "A

SHEET 2 OF 3

INITIAL _____

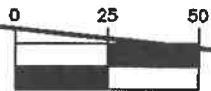
EASEMENT VACATION EXHIBIT

A TRACT OF LAND BEING ADJUSTED LOT 1 OF THE BOUNDARY ADJUSTMENT PLAT
AS RECORDED IN PLAT BOOK 360, PAGES 137 & 138, LOCATED IN U.S. SURVEY 2031,
TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

DATE 1/29/2019

6411\SURVEY\EXHIBITS\ACCESS EASEMENT CITY_VAC.DWG

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

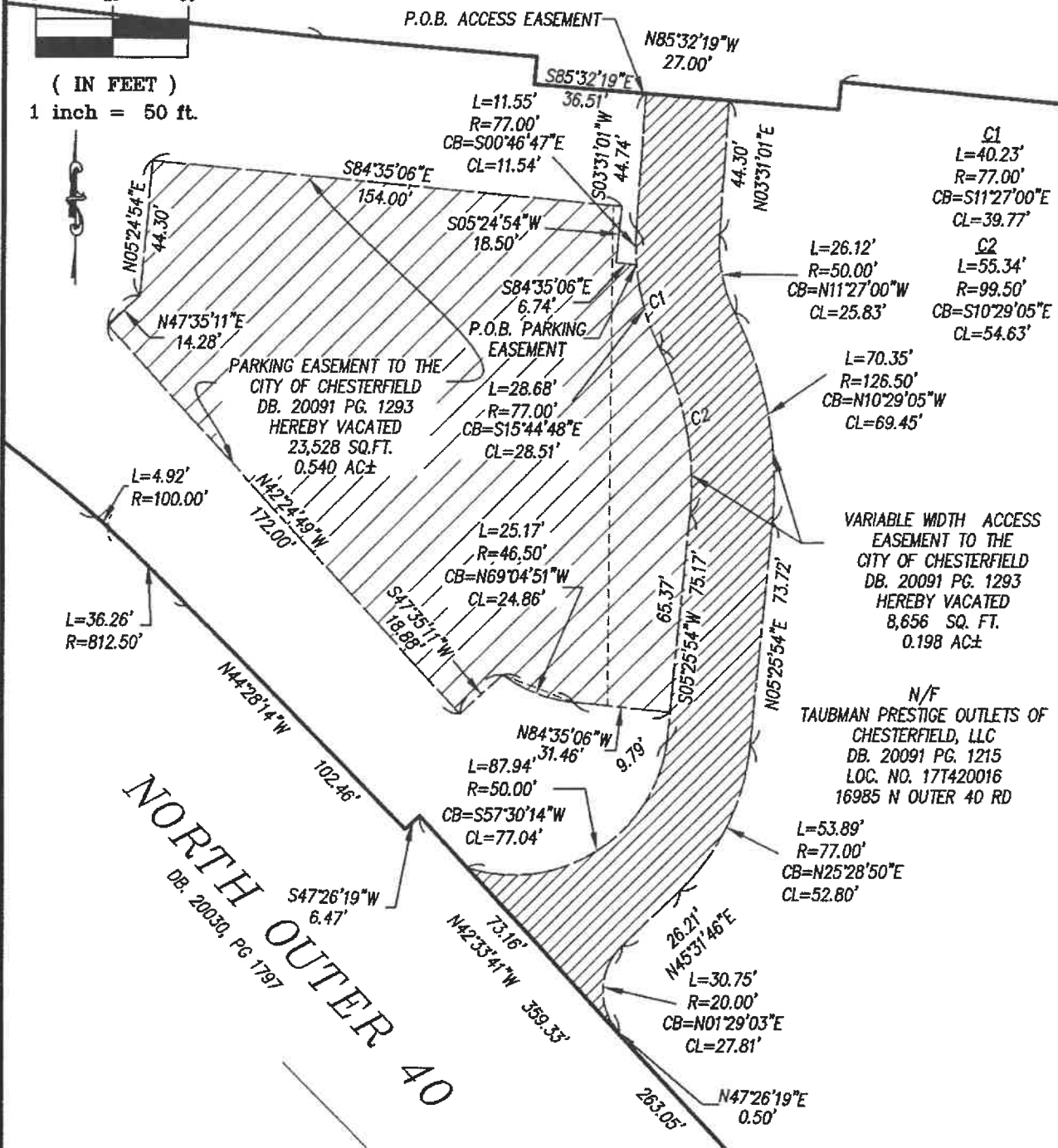


EXHIBIT "B

SHEET 3 OF 3

INITIAL _____

EASEMENT VACATION EXHIBIT

A TRACT OF LAND BEING ADJUSTED LOT 1 OF THE BOUNDARY ADJUSTMENT PLAT AS RECORDED IN PLAT BOOK 360, PAGES 137 & 138, LOCATED IN U.S. SURVEY 2031, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

DATE 11/5/2019

6411\SURVEY\EXHIBITS\ACCESS EASEMENT CITY_VAC.DWG

Memorandum

Department of Planning

To: Michael O. Geisel, City Administrator
From: Justin Wyse, Director of Planning **JW**
Date: March 02, 2020 Bill No. 3291



RE: Chesterfield Outlets (The District) Vacation of Drainage Easement: A petition for a vacation of a permanent drainage easement located on the Chesterfield Outlets subdivision in Chesterfield (17T420027).

Stock and Associates Consulting Engineers, Inc. on behalf of Taubman Prestige Outlets of Chesterfield LLC, is requesting the partial vacation of a permanent drainage easement dedicated to the City of Chesterfield located on the subject property. The easement is solely dedicated to the City of Chesterfield.

The vacation of the permanent drainage easement is required due to the necessary grading in conjunction with the parking lot entrance realignment established in the Chesterfield Outlets (The District) Amended Site Development Plan approved on October 16, 2019. Figure 1 below identifies the location of the drainage easement to be vacated.

Attached to the legislation, please find a copy of the Exhibits A and B which show and describe the easement to be vacated.



Figure 1: Easement Location (Estimated location based off attached Exhibits)

Attachments: Legislation
Exhibit "A"
Exhibit "B"

BILL NO. 3291

ORDINANCE NO. _____

AN ORDINANCE PARTIALLY VACATING A DRAINAGE EASEMENT OVER AND ACROSS ADJUSTED LOT 1 OF THE BOUNDARY ADJUSTMENT PLAT AS RECORDED IN PLAT BOOK 360, PAGES 137 AND 138 OF THE ST. LOUIS COUNTY RECORDS, LOCATED IN THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI.

WHEREAS, a petition has been filed by Stock and Associates Consulting Engineers, Inc. requesting the City partially vacate an easement on said tract of land; and,

WHEREAS, Taubman Prestige Outlets of Chesterfield LLC owns the property on which the easement is located and has requested to vacate the easement; and,

WHEREAS, the Department of Planning has reviewed the petition and has determined that said petition meets all applicable regulations and determined that the vacation will have no adverse effect on the City of Chesterfield.

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

Section 1. The City Council of the City of Chesterfield hereby approves the easement vacation located over and across adjusted Lot 1 of the Boundary Adjustment Plat as recorded in plat book 360, pages 137 and 138 in Chesterfield as depicted in "Exhibit A" and described in "Exhibit B", which are attached hereto and made part of hereof; and

Section 2. The Mayor and City Clerk are authorized and directed to evidence the approval of the vacation of this easement by affixing their signatures and the Official Seal of the City of Chesterfield to a Certificate of Approval as required on said documents. The petitioner is required and directed to record this easement vacation with the Saint Louis County Recorder of Deeds Office; and

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

Passed and approved this _____ day of _____, 2020.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 03/02/2020

(3-Inch Area above – Leave Blank (for Recorder's Office Use Only))

DOCUMENT TYPE: **Drainage Easement Vacation**

DATE OF DOCUMENT : _____, 20__

GRANTOR : City of Chesterfield
690 Chesterfield Pkwy W
Chesterfield, MO 63017-0760

GRANTEE : Taubman Prestige Outlets of Chesterfield, LLC
c/o The Taubman Company, LLC
200 East Long Lake Road, Suite 300
Bloomfield, MI 48304

PROPERTY ADDRESS: 16985 N. Outer 40
Chesterfield, MO 63005

LOCATOR NO.: 17T420016

CITY/ MUNICIPALITY : Chesterfield, MO

LEGAL DESCRIPTION: A tract of land being Adjusted Lot 1 of the Boundary Adjustment Plat as recorded in PB 360, PGS 137 & 138, located in U.S. Survey 2031, Township 45 North, Range 4 East of the 5th principal meridian, City of Chesterfield, St. Louis County, Missouri

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

TO THE CITY COUNCIL OF THE CITY OF CHESTERFIELD

STATE OF MISSOURI

PETITION OF VACATION OF EASEMENT

UNDER SECTION 02-11 OF THE UNIFIED DEVELOPMENT CODE

Petitioner, Taubman Prestige Outlets of Chesterfield, LLC, states to the City Council of the City of Chesterfield, State of Missouri that:

1. They are the owners of fee simple of the following described parcel of real estate situated in the City of Chesterfield, County of St. Louis, State of Missouri, containing approximately 2,275 square foot of ground as shown on an attached plat, marked as Exhibit “A” and incorporated herein by reference and more particularly described as:

A tract of land being adjusted lot 1 of the boundary adjustment plat as recorded in plat book 360, pages 137 & 138, located in U.S. survey 2031, township 45 north, range 4 east of the 5th principal meridian, City of Chesterfield, St. Louis County, Missouri

2. Petitioner desires to have a portion of an easement situated in the City of Chesterfield, Missouri, vacated. The portion of the easement, to be vacated, is shown on an attached plat, marked as Exhibit “A,” incorporated herein by reference. The easement to be vacated is shown hatched on Exhibit “A.”
3. The easement shown on the attached plat, marked on Exhibit “A” and also described as follows:

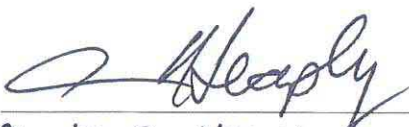
Part of a Variable Width Drainage Easement as established by the instrument recorded in Book 20091, Page 1332 across Adjusted Lot 1 of the Boundary Adjustment Plat as recorded in Plat Book 360, Pages 137 & 138, of the St. Louis County Records, located in U.S. Survey 2031, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Commencing at the northwest corner of above said Adjusted Lot 1; thence along the northern line of Adjusted Lot 1, the following; South 84 degrees 50 minutes 26 seconds East, 75.65 feet and South 83 degrees 33 minutes 04 seconds East, 45.77 feet to its intersection with the north line of above said Drainage Easement, said point also being located on a non-tangential curve to the right having a radius of 845.52; thence departing said north line, along last said curve with an arc length of 357.16 feet and a chord which bears South 61 degrees 35 minutes 34 seconds East, 354.51 feet; South 42 degrees 24 minutes 49 seconds East, 121.47 feet and South 64 degrees 47 minutes 11 seconds East, 0.91 feet to the POINT OF BEGINNING of the herein described tract; thence continuing along the northern line of said Drainage easement the following courses and distances: South 64 degrees 47 minutes 11 seconds East, 46.24 feet; South 44 degrees 45 minutes 34 seconds East, 86.32 feet and South 05 degrees 24 minutes 54 seconds West, 28.98 feet; thence departing said northern line, North 42 degrees 16 minutes 46 seconds West, 148.47 feet to the POINT OF BEGINNING.

Containing 2,274.56 square feet or 0.0522 acres, more or less.

4. Petitioners are the owners in fee simple of all of the property which is bordering on the portion of the easement which the petitioner desires to vacate, and that, if the City Council of the City of Chesterfield vacates the portion of that easement, then the vacated portion shall vest in the petitioner.
5. The portion of easement which Petitioners desire to vacate is adjoined or abutted by the property which is owned by the petitioners in fee simple, and none of the adjoining property to the portion of the easement which will be vacated is owned by anyone other than the Petitioners.
6. The portion of the easement that is to be vacated is not being used by anyone due to the fact that there are other easements available and are being used. Further, the portion of the easement which shall remain will adequately serve such property.
7. The vacation herein petitioned for is in the interest of the public necessity, convenience and general welfare, and will not interfere with the best interest of the public use.

WHEREOF, Petitioner prays that the City Council of the City of Chesterfield, Missouri, vacate the portion of the easement as set forth in detail in this petition and Petitioners further pray that the portion of the easement to be vacated as herein described shall revert to the Petitioners who are the owner in fee simple of the adjoining and abutting property and ordain such further orders as may be property to accomplish vacation prayed.

By: 
Print Name: Chris B. Meachy
Print Title: Authorized Signatory

Michigan
STATE OF ~~MISSOURI~~)
Oakland) SS
COUNTY OF ~~ST. LOUIS~~)

On this 23rd day of December, 20 19, before me personally
appeared Chris G. Neashy, to me known to be
the person/persons described in and who executed the foregoing instrument and acknowledged that
_____ they executed the same as _____ free act and deed.

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

My Commission Expires:

05/04/2023

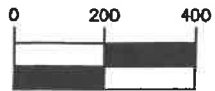
[Signature]

Notary Public

Mona K. Jabr

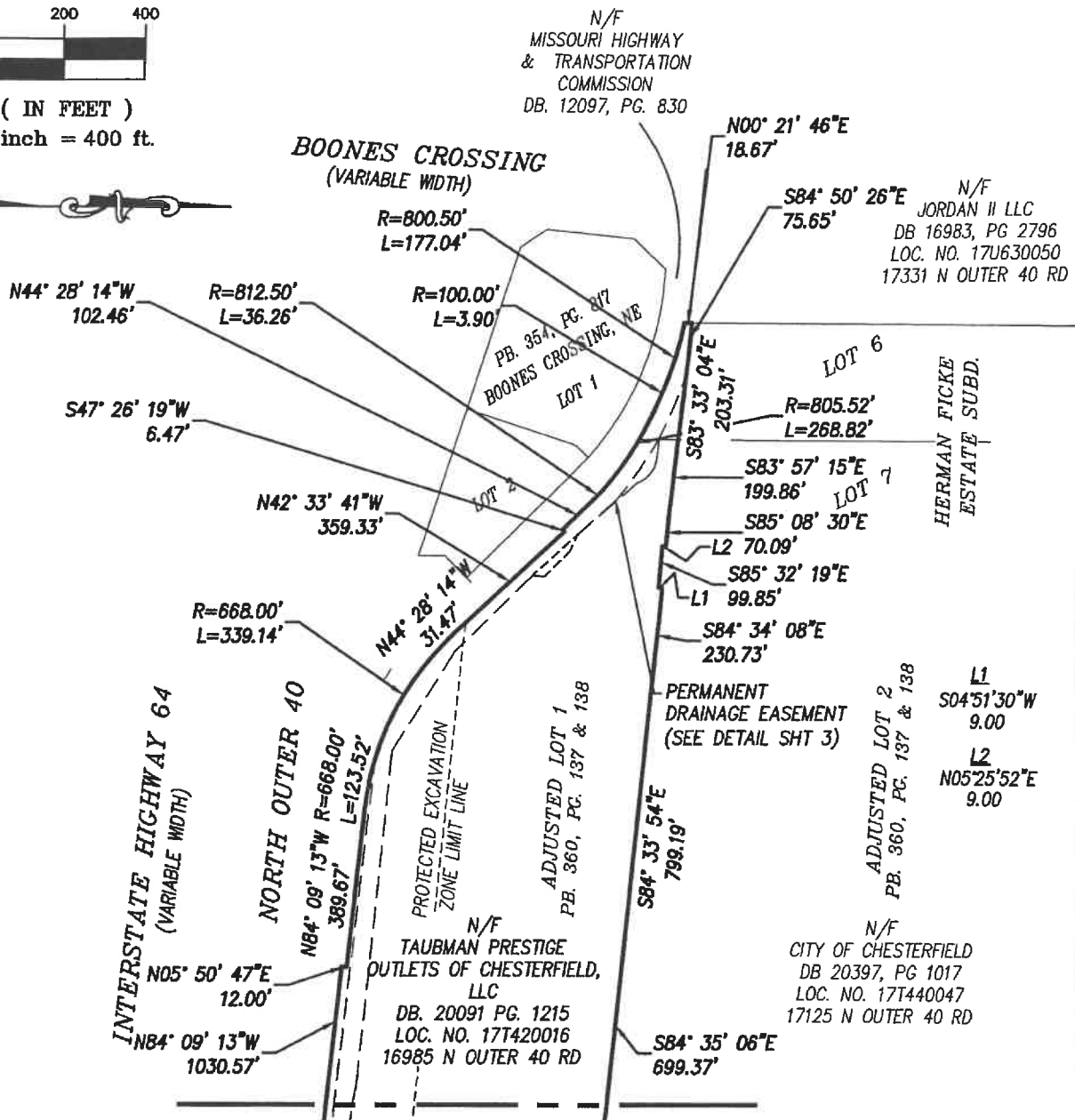
MONA K. JABR
Notary Public, Oakland County, MI
My Commission Expires: 05/04/2023
Acting In Oakland County, MI

GRAPHIC SCALE



(IN FEET)

1 inch = 400 ft.



MATCHLINE

EXHIBIT 'A

SHEET 1 OF 3

INITIAL _____

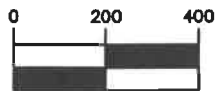
EASEMENT VACATION EXHIBIT

A TRACT OF LAND BEING ADJUSTED LOT 1 OF THE BOUNDARY ADJUSTMENT PLAT
AS RECORDED IN PLAT BOOK 360, PAGES 137 & 138, LOCATED IN U.S. SURVEY 2031,
TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

DATE 10/24/2019

6411\SURVEY\EXHIBITS\PDE_VAC.DWG

GRAPHIC SCALE



(IN FEET)

1 inch = 400 ft.

MATCHLINE

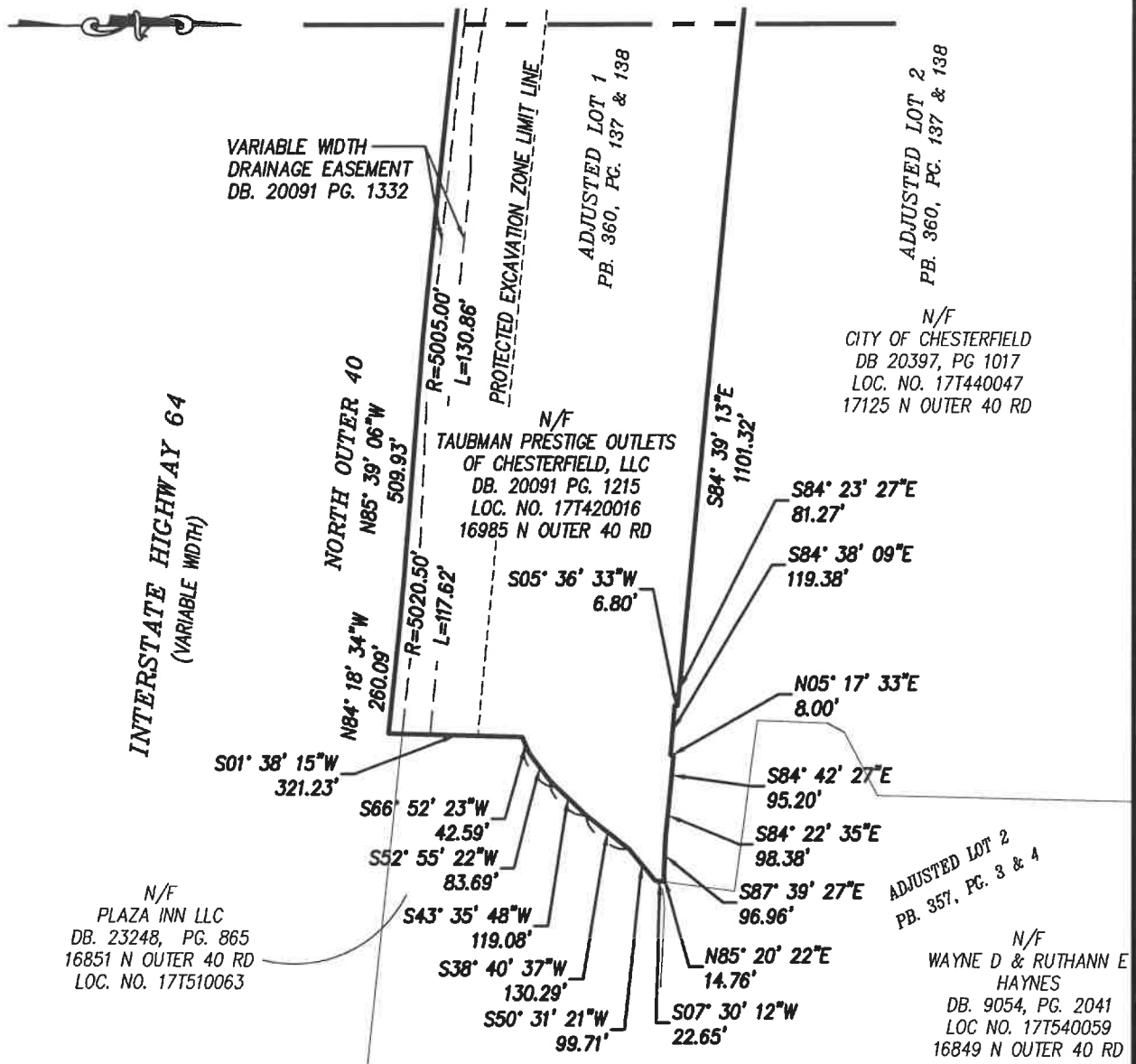


EXHIBIT "A

SHEET 2 OF 3

INITIAL _____

EASEMENT VACATION EXHIBIT

A TRACT OF LAND BEING ADJUSTED LOT 1 OF THE BOUNDARY ADJUSTMENT PLAT AS RECORDED IN PLAT BOOK 360, PAGES 137 & 138, LOCATED IN U.S. SURVEY 2031, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

DATE 10/24/2019

6411\SURVEY\EXHIBITS\PDE_VAC.DWG

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.



LOT 2

NORTH OUTER 40
DB. 20030, PG 1797

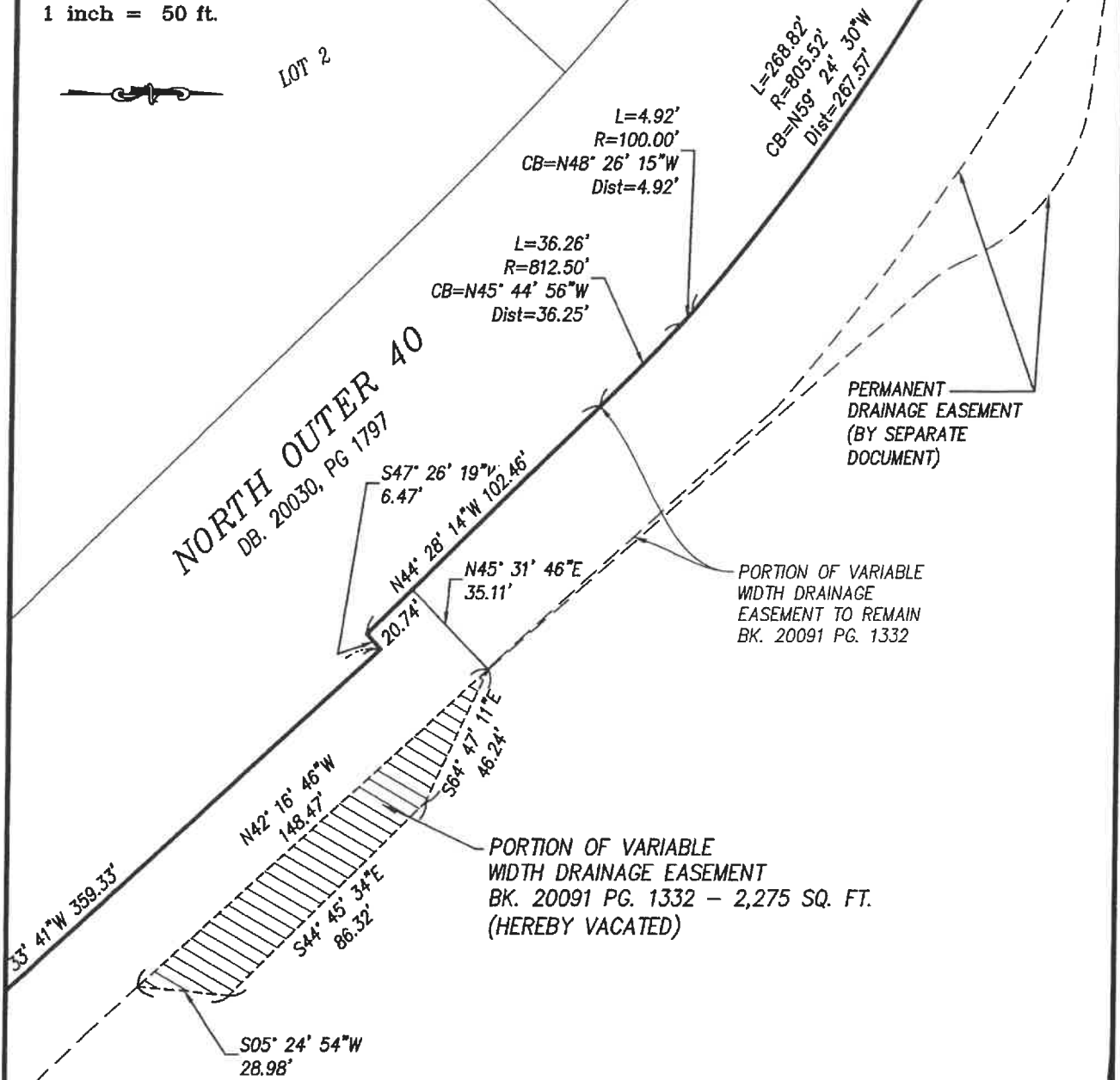


EXHIBIT "A

SHEET 3 OF 3

INITIAL _____

EASEMENT VACATION EXHIBIT

A TRACT OF LAND BEING ADJUSTED LOT 1 OF THE BOUNDARY ADJUSTMENT PLAT
AS RECORDED IN PLAT BOOK 360, PAGES 137 & 138, LOCATED IN U.S. SURVEY 2031,
TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

DATE 10/24/2019

6411\SURVEY\EXHIBITS\PDE_VAC.DWG

Memorandum

Department of Planning

To: Michael O. Geisel, City Administrator
From: Justin Wyse, Director of Planning *JW*
Date: March 02, 2020 Bill No. 3292



RE: **Spirit Valley Business Park (Neff Power) Vacation of Drainage Easement:** An ordinance vacating a drainage easement on Adjusted Lot 1B, of Lot Split of Lot 1 of Spirit Valley Business Park as recorded in Plat Book 361 Page 230 of the St. Louis County Records, located in the City of Chesterfield, St. Louis County, Missouri.

Stock and Associates Consulting Engineers, Inc., on behalf of Spirit Valley Development LLC, is requesting the vacation of a drainage easement dedicated to the City of Chesterfield located on the subject property. The easement is solely dedicated to the City of Chesterfield.

The vacation of the parking and access easement is required due to the reconfiguration of Lots 1A, 1B, and 2 of the Spirit Valley Business Park Subdivision. Figure 1 below displays the area to be vacated.

Attached to the legislation, please find a copy of the Exhibits A and B which show and describe the permanent drainage easement.



Figure 1: Easement Location (Estimated location based off attached Exhibits)

Attachments: Legislation
Exhibit "A"
Exhibit "B"

BILL NO. 3292

ORDINANCE NO. _____

AN ORDINANCE VACATING A DRAINAGE EASEMENT ON ADJUSTED LOT 1B, OF LOT SPLIT OF LOT 1 OF SPIRIT VALLEY BUSINESS PARK AS RECORDED IN PLAT BOOK 361 PAGE 230 OF THE ST. LOUIS COUNTY RECORDS, AND A DRAINAGE EASEMENT ON LOT 2 OF SPIRIT VALLEY BUSINESS PARK AS RECORDED IN PLAT BOOK 356, PAGE 177 OF THE ST. LOUIS COUNTY RECORDS, LOCATED IN THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI.

WHEREAS, a petition has been filed by Stock and Associates Consulting Engineers, Inc. requesting the City vacate two easements on said tract of land; and,

WHEREAS, Spirit Valley Development, LLC owns the property on which the easement is located and has requested to vacate the easement; and,

WHEREAS, the Department of Planning has reviewed the petition and has determined that said petition meets all applicable regulations and determined that the vacation will have no adverse effect on the City of Chesterfield.

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

Section 1. The City Council of the City of Chesterfield hereby approves the easement vacation located on Adjusted Lot 1B, of Lot Split of Lot 1 of Spirit Valley Business Park as recorded in Plat Book 361 Page 230, and the easement vacation on Lot 2 of Spirit Valley Business Park as recorded in Plat Book 356, Page 177 in Chesterfield as depicted in "Exhibit A" and described in "Exhibit B", which are attached hereto and made part of hereof; and

Section 2. The Mayor and City Clerk are authorized and directed to evidence the approval of the vacation of this easement by affixing their signatures and the Official Seal of the City of Chesterfield to a Certificate of Approval as required on said documents. The petitioner is required and directed to record this easement vacation with the Saint Louis County Recorder of Deeds Office; and

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

Passed and approved this _____ day of _____, 2020.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 03/02/2020

RECEIVED

FEB 5 2020

City of Chesterfield, Department of Planning

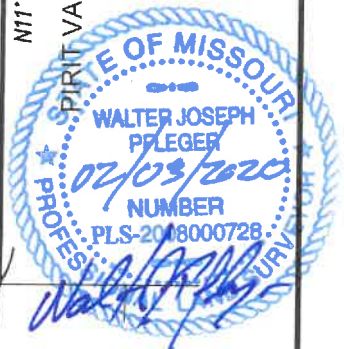
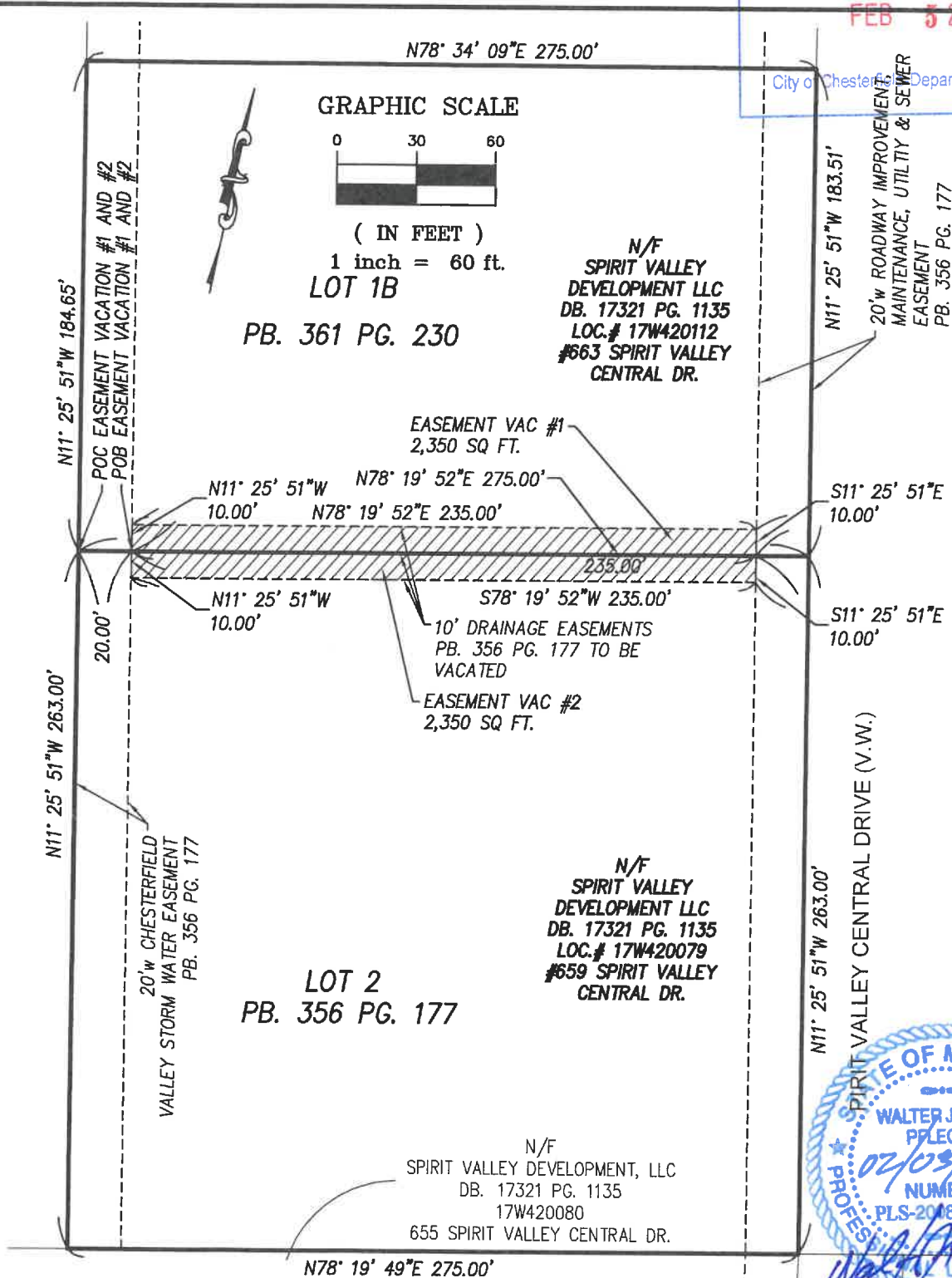


EXHIBIT A

EASEMENT VACATION EXHIBIT

A TRACT OF LAND BEING PART OF LOT 1B OF A LOT SPLIT PLAT, PLAT BOOK 361, PAGE 230, AND PART OF LOT 2 OF SPIRIT VALLEY BUSINESS PARK, PLAT BOOK 356 PAGE 177, TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

DATE 01-28-2020

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

TO THE CITY COUNCIL OF THE CITY OF CHESTERFIELD

STATE OF MISSOURI

PETITION OF VACATION OF EASEMENTS

UNDER SECTION 02-11.L OF THE UNIFIED DEVELOPMENT CODE

Petitioner, Spirit Valley Development, LLC, states to the City Council of the City of Chesterfield, State of Missouri that:

- 1. They are the owners of fee simple of the following described parcel of real estate situated in the City of Chesterfield, County of St. Louis, State of Missouri, containing approximately 2.8 Acres of ground as shown on an attached plat, marked as Exhibit "A" and incorporated herein by reference and more particularly described as:

Spirit Valley Development, LLC parcels:
659 Spirit Valley Dr. 17W420079
663 Spirit Valley Dr. 17W420112

- 2. Petitioner desires to have a portion of a drainage easement situated in the City of Chesterfield, Missouri, vacated. The portion of the easements, to be vacated, is shown on attached plats, marked as Exhibit "A" incorporated herein by reference. The Easements to be vacated are shown hatched on Exhibit "A".
- 3. The easements shown on the attached plat, marked on Exhibit "A" and also described as follows:

Drainage Easement Vacation #1

A tract of land being part of Lot 1B, of Lot Split of Lot 1 of Spirit Valley Business Park as recorded in Plat Book 361 Page 230 of the St. Louis County Records, located in Township 45 North, Range3 East, of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, and being more particularly described as follows:

Commencing at the southwest corner of above said Lot 1B; thence North 78 degrees 19 minutes 52 seconds East, along the south line of said Lot 1B, 20.00 feet, to the Point of Beginning of herein described Vacation; thence North 11 degrees 25 minutes 51 seconds West 10.00 feet; thence North 78 degrees 19 minutes 52 seconds East, 235.00 feet; thence South 11 degrees 25 minutes 51 second East, 10.00 feet to said south line; thence South 78 degrees 19 minutes 52 seconds West, along said south line, 235.00 feet to the POINT OF BEGINNING. Containing 2,350 square feet or 0.054 acres, more or less. According to calculations performed by Stock and Associates in January, 2020.

Drainage Easement Vacation #2

A tract of land being part of Lot 2, of Spirit Valley Business Park as recorded in Plat Book 356 Page 177 of the St. Louis County Records, located in Township 45 North, Range 3 East, of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, and being more particularly described as follows:

Commencing at the northwest corner of above said Lot 2; thence North 78 degrees 19 minutes 52 seconds East, along the north line of said Lot 2, 20.00 feet, to the Point of Beginning of herein described Vacation; thence continuing along said north line North 78 degrees 19 minutes 52 seconds East, 235.00; thence South 11 degrees 25 minutes 51 seconds East, 10.00 feet; thence South 78 degrees 19 minutes 52 seconds West, 235.00 feet; thence North 11 degrees 25 minutes 51 seconds West, 10.00 feet to the POINT OF BEGINNING. Containing 2,350 square feet or 0.054 acres, more or less. According to calculations performed by Stock and Associates in January, 2020.

4. Petitioners are the owners in fee simple of all of the property which is bordering on the portion of the easement which the petitioner desires to vacate, and that, if the City Council of the City of Chesterfield vacates the portion of that easement, then the vacated portion shall vest in the petitioner.
5. The portion of easement which Petitioners desire to vacate is adjoined or abutted by the property which is owned by the petitioners in fee simple, and none of the adjoining property to the portion of the easement which will be vacated is owned by anyone other than the Petitioners.
6. The portion of the easement that is to be vacated is not being used by anyone due to the fact that there are other easements available and are being used. Further, the portion of the easement which shall remain will adequately serve such property.
7. The vacation herein petitioned for is in the interest of the public necessity, convenience and general welfare, and will not interfere with the best interest of the public use.

WHEREOF, Petitioner prays that the City Council of the City of Chesterfield, Missouri, vacate the portion of the easement as set forth in detail in this petition and Petitioners further pray that the portion of the easement to be vacated as herein described shall revert to the Petitioners who are the owner in fee simple of the adjoining and abutting property and ordain such further orders as may be property to accomplish vacation prayed.

Daniel W. Hayes
By [Signature]
Spirit Valley Development, LLC

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

*of Spirit Valley Development, LLC,
a Missouri Limited Liability Company*

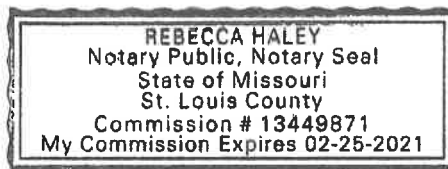
On this 3 day of February, 2020, before me personally appeared Daniel W. Hayes, who, being duly sworn, did say that he is the Managing Member, a corporation of the State of Missouri, and that said instrument was signed in behalf of said partnership, by authority of its Board of Directors and said Managing Member acknowledged said instrument to be the free act and deed of said corporation LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first written above.

Rebecca Haley
Notary Public

My Term Expires:

2-25-21



Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

JW

Date: March 2, 2020

Bill No. 3293

RE: **Spirit Valley Business Park, Lots 1A, 1B, and 2 BAP:** An ordinance providing for the approval of a Boundary Adjustment Plat for the consolidation of three parcels totaling 4.3 acres, with all parcels zoned "PI" Planned Industrial District (17W420123, 17W420112, & 17W420079).

Stock & Associates Consulting Engineers, Inc. has submitted for review and approval a Boundary Adjustment Plat for three parcels totaling 10.15 acres with all parcels zoned "PI" Planned Industrial Districts District located at 669, 663, and 659 Spirit Valley Central Drive.

The purpose of said Boundary Adjustment Plat is to adjust lot lines between three properties all zoned "PI" Planned Industrial District and consolidate into two parcels zoned "PI" Planned Industrial District, to be known as Adjusted Lot 1 and Adjusted Lot 2.

For your information, Boundary Adjustment Plats are only reviewed by City Council. Attached to the legislation, please find a copy of the Boundary Adjustment Plat.



Figure 1. Aerial Photograph

BILL NO. 3293

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A BOUNDARY ADJUSTMENT PLAT FOR THE CONSOLIDATION OF THREE PARCELS TOTALING 4.3 ACRES, WITH ALL PARCELS ZONED "PI" PLANNED INDUSTRIAL DISTRICT (17W420123, 17W420112, & 17W420079).

WHEREAS, Stock & Associates Consulting Engineers, Inc., on behalf of property owner Spirit Valley Development, LLC, has submitted for review and approval a Boundary Adjustment Plat for three parcels totaling 4.3 acres, zoned "PI" Planned Industrial District, and located at 669, 663, and 659 Spirit Valley Central Drive; and,

WHEREAS, the purpose of said Boundary Adjustment Plat is to adjust lot lines between three properties all zoned "PI" Planned Industrial District and consolidate into two parcels zoned "PI" Planned Industrial District, to be known as Adjusted Lot 1 and Adjusted Lot 2; and,

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

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

Section 1. The Boundary Adjustment Plat for Adjusted Lot 1 and Adjusted Lot 2 of Spirit Valley Business Park Subdivision, which is made part hereof and attached hereto as Exhibit 1, is hereby approved; the owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

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

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

Passed and approved this _____ day of _____, 2020.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

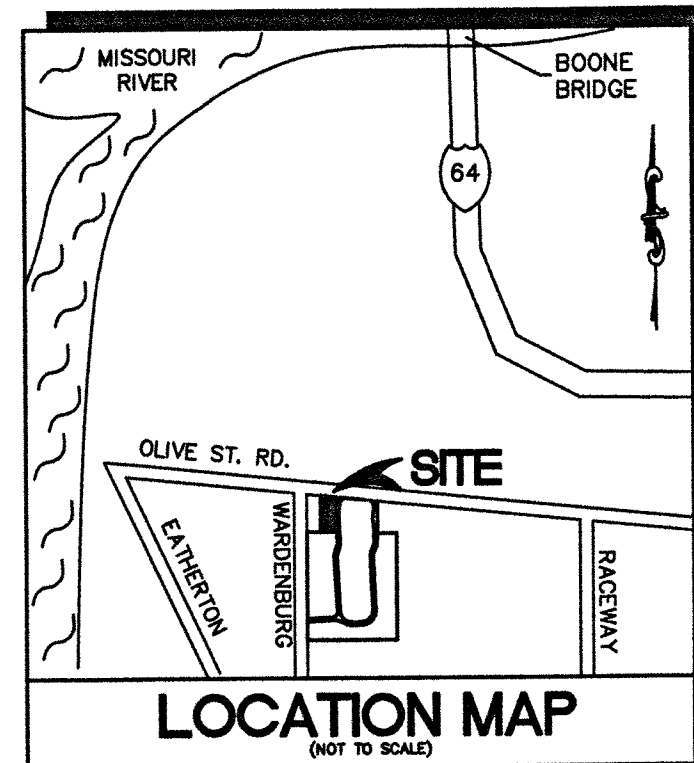
Vickie McGownd, CITY CLERK

FIRST READING HELD: 03/02/2020

BOUNDARY ADJUSTMENT PLAT

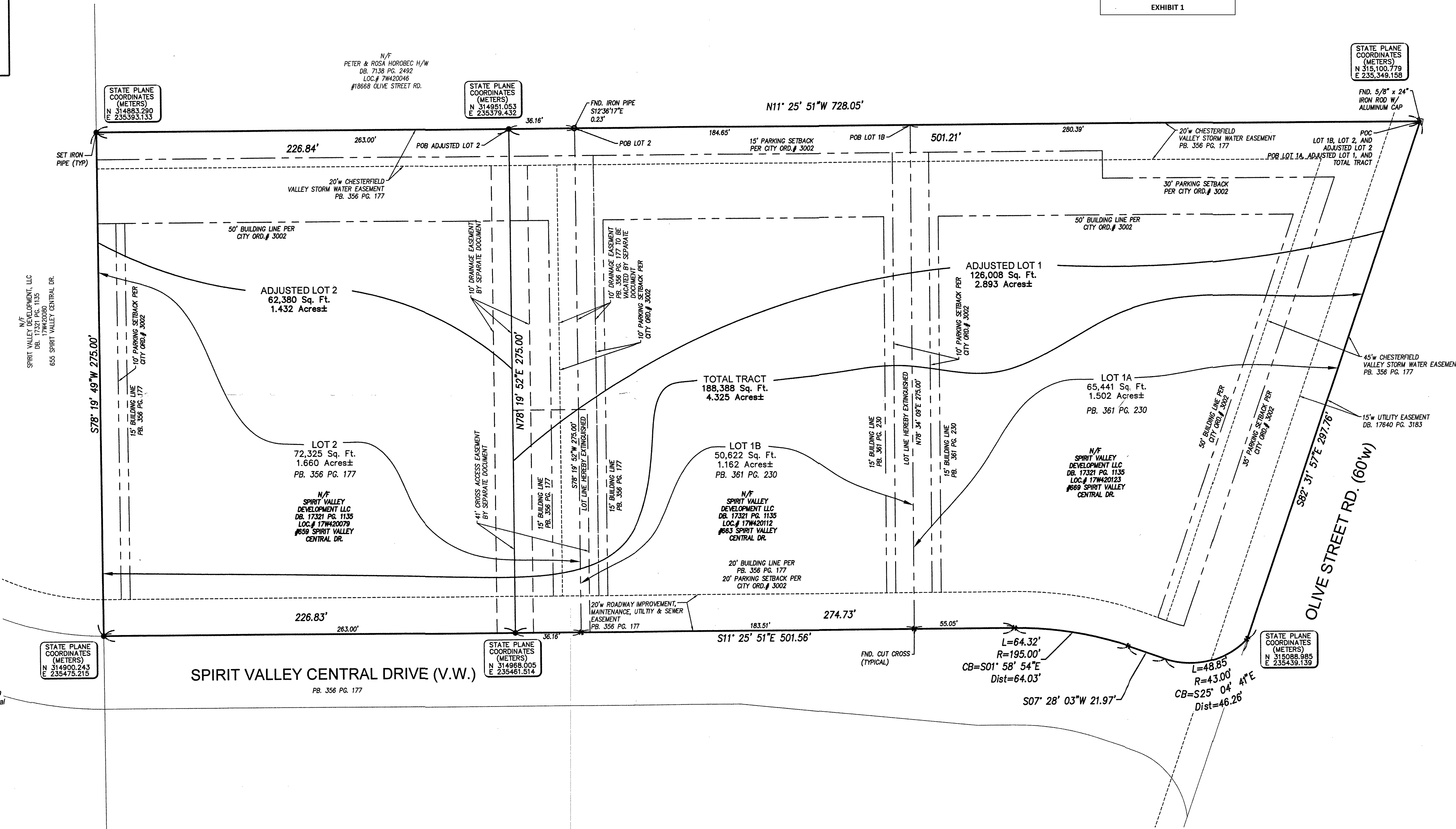
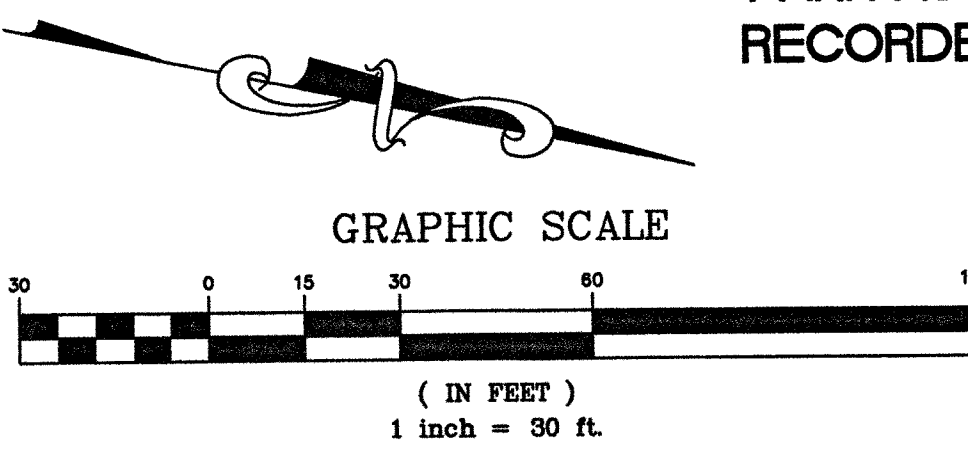
A TRACT OF LAND BEING LOTS 1A AND 1B OF LOT SPLIT PLAT OF LOT 1 OF SPIRIT VALLEY BUSINESS PARK AS RECORDED IN PLAT BOOK 361, PAGE 230 AND LOT 2 OF SPIRIT VALLEY BUSINESS PARK AS RECORDED IN PLAT BOOK 356 PG. 177, AND BEING LOCATED IN TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

ABBREVIATIONS	
C.O.	CLEANOUT
D.B.	DEED BOOK
E	ELECTRIC
FL	FLOWLINE
FT	FEET
FND.	FOUND
G	GAS
M.H.	MANHOLE
N/F	NOW OR FORMERLY
P.B.	PLAT BOOK
P.C.	PAGE
P.V.C.	POLYVINYL CHLORIDE PIPE
R.B.	RADIAL BEARING
R.C.P.	REINFORCED CONCRETE PIPE
SQ.	SQUARE
T	TELEPHONE CABLE
V.C.P.	VETROFIED CLAY PIPE
W	WATER
(86°W)	RIGHT-OF-WAY WIDTH



CITY OF CHESTERFIELD

EXHIBIT 1



GENERAL NOTES:

- Subject property is Zoned Planned Industrial District Ord.# 3002.
- Subject property lies within Flood Zone Shaded X (areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood) according to the National Flood Insurance Rate Map Number 29189C0145K with an effective date of 02/04/2015.
- Basis of Bearings SPIRIT VALLEY BUSINESS PARK PB 361 PG 230

PREPARED FOR
K&L TECH PROPERTIES, LLC
c/o NEFF POWER,
KENT WEMHOENER
13750 SHORELINE DR.
EARTH CITY, MO 63045
PH: 314-298-2300

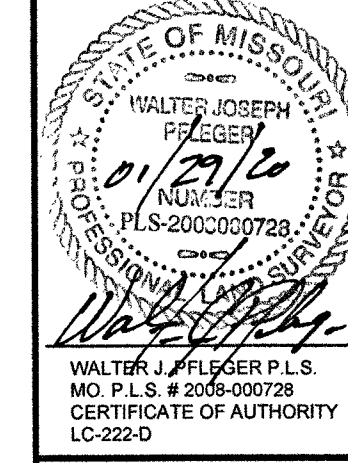
KEYSTONE CONSTRUCTION COMPANY
ATTN: BILL HARDIE
633 SPIRIT VALLEY CENTRAL DRIVE
CHESTERFIELD, MO 63005

RECEIVED
JAN 29 2020
City of Chesterfield-Department of Planning

257 Chesterfield Business Parkway
St. Louis, MO 63005 PH: (636) 530-9100 FAX: (636) 530-9193
e-mail: general@stockandassociates.com
Web: www.stockandassociates.com

Stock & Associates
Consulting Engineers, Inc.

BOUNDARY ADJUSTMENT PLAT
NEFF POWER
SPIRIT VALLEY CENTRAL DRIVE
CHESTERFIELD, MO.



REVISIONS:	
1	1-24-2020 CITY COMMENTS
DRAWN BY:	CHECKED BY:
J.K.	W.J.P.
DATE:	JOB NO.
1/3/20	219-6666
M.S.D. P. #	BASE MAP #
P-XXXXXX-XX	XXX
S.L.C. HAT #	HAT SURP. #
XXXX	XX-XXXX-XX
M.D.N.R. #	
MO-XXXXXX	
SHEET TITLE:	
BOUNDARY ADJUSTMENT PLAT	
SHEET NO.:	
SHEET #1	

BOUNDARY ADJUSTMENT PLAT

A TRACT OF LAND BEING LOTS 1A AND 1B OF LOT SPLIT PLAT OF LOT 1 OF SPIRIT VALLEY BUSINESS PARK AS RECORDED IN PLAT BOOK 361, PAGE 230 AND LOT 2 OF SPIRIT VALLEY BUSINESS PARK AS RECORDED IN PLAT BOOK 356 PG. 177, AND BEING LOCATED IN TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

OWNER'S CERTIFICATION

The undersigned, owner of the tract of land herein platted and further described in the surveyor's certificate set forth below, has caused the same to be surveyed and adjusted in the manner shown on this plat, which Boundary Adjustment Plat shall be known as:

"Boundary Adjustment Plat of Lots 1A, 1B and Lot 2 OF SPIRIT VALLEY BUSINESS PARK".

It is hereby certified that all existing easements are shown on this plat as of the time and date of recording of this plat.

Permanent and/or semi-permanent monuments shall be set at all lot corners, within twelve (12) months after the recording of this subdivision plat, in accordance with 20 CSR 2030-16 of the Department of Insurance, Financial Institutions and Professional Registration. In addition, other survey monuments indicated on this subdivision plat, required by the Subdivision Ordinance of the City of Chesterfield, Missouri, will be set.

IN WITNESS THEREOF, I have hereunto set my hand this ____ day of _____, 2020.

SPIRIT VALLEY DEVELOPMENT, L.L.C.,
a Missouri limited liability company

By: _____

Print Name: _____

Print Title: _____

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

On this ____ day of _____, 2020, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ of SPIRIT VALLEY DEVELOPMENT, L.L.C., a Missouri limited liability company and that the seal affixed to the foregoing instrument is the corporate seal of said limited liability company, and the said instrument was signed and sealed in behalf of said limited liability company, by authority of its Board of Directors; and said _____ acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires: _____

LENDER'S CERTIFICATION

The undersigned Owner and Holder of Note, as secured by Deed of Trust recorded in Book _____ Page _____ of the St. Louis County Records, does hereby join in and approve the foregoing Subdivision Plat as shown hereon.

IN WITNESS WHEREOF, we have hereunto set out hand and affixed our corporate seal this ____ day of _____, 2020.

Print Corporate Name

By: _____

Print Name: _____

Print Title: _____

STATE OF)
COUNTY OF) SS.

On this ____ day of _____, 2020, before me appeared _____, me personally known, who, being by me duly sworn, did say that he is the _____ of _____, known to me to be the person who executed the within instrument in behalf of said _____, and acknowledged to me that _____ executed same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires: _____

This is to certify that "Boundary Adjustment Plat of Lots 1A, 1B and Lot 2 OF SPIRIT VALLEY BUSINESS PARK" was approved by the City Council for the City of Chesterfield by Ordinance No. _____, on the ____ day of _____, 20____, and thereby authorizes the recording of this Boundary Adjustment Plat with the office of the St. Louis County Recorder of Deeds.

Bob Nation, Mayor

Vickie McGownd, City Clerk

ORIGINAL DESCRIPTIONS

Lot 1A

A tract of land being Lot 1A of a Lot Split Plat as recorded in Plat Book 361, Page 230 of the St. Louis County records, located in U.S. Survey 368, Township 45 North, Range 3 East of the 5th Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Beginning at a found iron rod at the northwestern corner of above said Lot 1A, said point also being located on the southern right-of-way line of Olive Street Road, 60 feet wide; thence along said southern right-of-way line, South 82 degrees 31 minutes 57 seconds East, 297.76 feet to found out cross at the northwestern corner of Spirit Valley Central Drive, variable width, said point also being the beginning of a curve to the right having a radius of 43.00 feet; thence along the western right-of-way line of said Spirit Valley Central Drive the following courses and distance: along said curve with an arc length of 48.85 feet and a chord which bears South 25 degrees 04 minutes 41 seconds East, 46.26 feet to a found cross at a point of tangency; South 07 degrees 28 minutes 03 seconds West, 21.97 feet to a found cross located at the point of curvature to the left having a radius of 195.00 feet; along said curve with an arc length of 64.32 feet and a chord which bears South 01 degrees 58 minutes 54 seconds East, 64.03 feet to a found cross located at the point of tangency and South 11 degrees 25 minutes 51 seconds East, 55.05 feet; thence departing last said right-of-way line, South 78 degrees 34 minutes 09 seconds West, 275.00 feet to the western line of above said Lot Split Plat; thence along said western line, North 11 degrees 25 minutes 51 seconds West, 280.39 feet to the Point of Beginning and containing 65,441 square feet or 1.502 acres more or less. According to calculations performed by Stock and Associates in January, 2020.

Lot 1B

A tract of land being Lot 1B of a Lot Split Plat as recorded in Plat Book 361, Page 230 of the St. Louis County records, located in U.S. Survey 368, Township 45 North, Range 3 East of the 5th Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Commencing at a found iron rod at the northwestern corner of above said Lot Split Plat, said point also being located on the southern right-of-way line of Olive Street Road, 60 feet wide; thence along the western line of above said Lot Split Plat, South 11 degrees 25 minutes 51 seconds East, 280.39 feet to the southwest corner of Lot 1A of said Lot Split Plat, being the POINT OF BEGINNING of the herein described tract; thence departing last said western line, North 78 degrees 34 minutes 09 seconds East, 275.00 feet to the western right-of-way line of Spirit Valley Central Drive, variable width; thence along said western right-of-way line, South 11 degrees 25 minutes 51 seconds East, 163.51 feet to a found cross located at the southeastern corner of above said Lot Split Plat; thence along the southern line of said Lot Split Plat, South 78 degrees 19 minutes 52 seconds West, 275.00 feet to the southwestern corner of said Lot Split Plat, from which a found iron pipe bears South 13 degrees 36 minutes 17 seconds East, 0.23 feet; thence along the western line of said Lot Split Plat, North 11 degrees 25 minutes 51 seconds West, 184.65 feet to the Point of Beginning and containing 50,622 square feet or 1.162 acres more or less. According to calculations performed by Stock and Associates in January, 2020.

Lot 2

A tract of land being Lot 2 of Spirit Valley Business Park as recorded in Plat Book 356, Page 177 of the St. Louis County records, located in U.S. Survey 368, Township 45 North, Range 3 East of the 5th Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Commencing at a found iron rod at the northwestern corner of Lot 1A of a Lot Split Plat as recorded in Plat Book 361 Page 230 of above said records; thence along the western line of said Lot Split Plat, South 11 degrees 25 minutes 51 seconds East, 465.04 to the southwest corner of said Lot 1B, being the Point of Beginning of herein described tract; thence North 78 degrees 19 minutes 52 seconds East, along the south line of said Lot 1B, a distance of 275.00 feet to the west line of Spirit Valley Central Drive, variable width, thence South 11 degrees 25 minutes 51 seconds East, along the west line of said Spirit Valley Central Drive, 263.00 feet to the northeast corner of Lot 3, of above said Spirit Valley Business Park, thence leaving said west line of Spirit Valley Central Drive, South 78 degrees 19 minutes 49 seconds West along the north line of said Lot 3, a distance of 275.00 feet to the southwest corner of said Lot 2; thence North 11 degrees 25 minutes 51 seconds West, along the west line of said Lot 2, 263.00 feet to the Point of Beginning and containing 73,325 square feet or 1.68 acres more or less. According to calculations performed by Stock and Associates in January, 2020.

PROPOSED DESCRIPTIONS

Adjusted Lot 1

A tract of land being Lot 1A and Lot 1B of a Lot Split Plat as recorded in Plat Book 361, Page 230, and Part of Lot 2 of Spirit Valley Business Park as recorded in Plat Book 256 Page 177, all of the St. Louis County records, located in U.S. Survey 368, Township 45 North, Range 3 East of the 5th Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Beginning at a found iron rod at the northwestern corner of above said Lot 1A, said point also being located on the southern right-of-way line of Olive Street Road, 60 feet wide; thence along said southern right-of-way line, South 82 degrees 31 minutes 57 seconds East, 297.76 feet to found out cross at the northwestern corner of Spirit Valley Central Drive, variable width, said point also being the beginning of a curve to the right having a radius of 43.00 feet; thence along the western right-of-way line of said Spirit Valley Central Drive the following courses and distance: along said curve with an arc length of 48.85 feet and a chord which bears South 25 degrees 04 minutes 41 seconds East, 46.26 feet to a found cross at a point of tangency; South 07 degrees 28 minutes 03 seconds West, 21.97 feet to a found cross located at the point of curvature to the left having a radius of 195.00 feet; along said curve with an arc length of 64.32 feet and a chord which bears South 01 degrees 58 minutes 54 seconds East, 64.03 feet to a found cross located at the point of tangency and South 11 degrees 25 minutes 51 seconds East, 274.73 feet; thence departing last said right-of-way line, South 78 degrees 19 minutes 52 seconds West, 275.00 feet to the western line of above said Lot 2; thence along said western line, and its northerly extension, North 11 degrees 25 minutes 51 seconds West, 501.21 feet to the Point of Beginning and containing 126,008 square feet or 2.893 acres more or less. According to calculations performed by Stock and Associates in January, 2020.

Adjusted Lot 2

A tract of land being part of Lot 2 of Spirit Valley Business Park as recorded in Plat Book 356 Page 177, of the St. Louis County records, located in U.S. Survey 368, Township 45 North, Range 3 East of the 5th Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Commencing at a found iron rod at the northwestern corner of a Lot Split Plat, as recorded in Plat Book 361 Page 230 of above said records, said point also being located on the southern right-of-way line of Olive Street Road, 60 feet wide; thence along the western line of above said Lot Split Plat, and its southerly extension, South 11 degrees 25 minutes 51 seconds East, 501.21 feet the POINT OF BEGINNING of the herein described tract; thence North 78 degrees 19 minutes 52 seconds East, 275.00 feet to the western right-of-way line of Spirit Valley Central Drive, variable width; thence South 11 degrees 25 minutes 51 seconds East, along said western line, 226.83 feet to the northeast corner of Lot 3, of above said Spirit Valley Business Park, thence leaving said west line of Spirit Valley Central Drive, South 78 degrees 19 minutes 49 seconds West along the north line of said Lot 3, a distance of 275.00 feet to the southwest corner of said Lot 2; thence North 11 degrees 25 minutes 51 seconds West, along the west line of said Lot 2, 226.84 feet to the Point of Beginning and containing 62,380 square feet or 1.432 acres more or less. According to calculations performed by Stock and Associates in January, 2020.

TOTAL TRACT DESCRIPTION

A tract of land being Lot 1A and Lot 1B of a Lot Split Plat as recorded in Plat Book 361, Page 230, and Lot 2 of Spirit Valley Business Park as recorded in Plat Book 256 Page 177, all of the St. Louis County records, located in U.S. Survey 368, Township 45 North, Range 3 East of the 5th Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

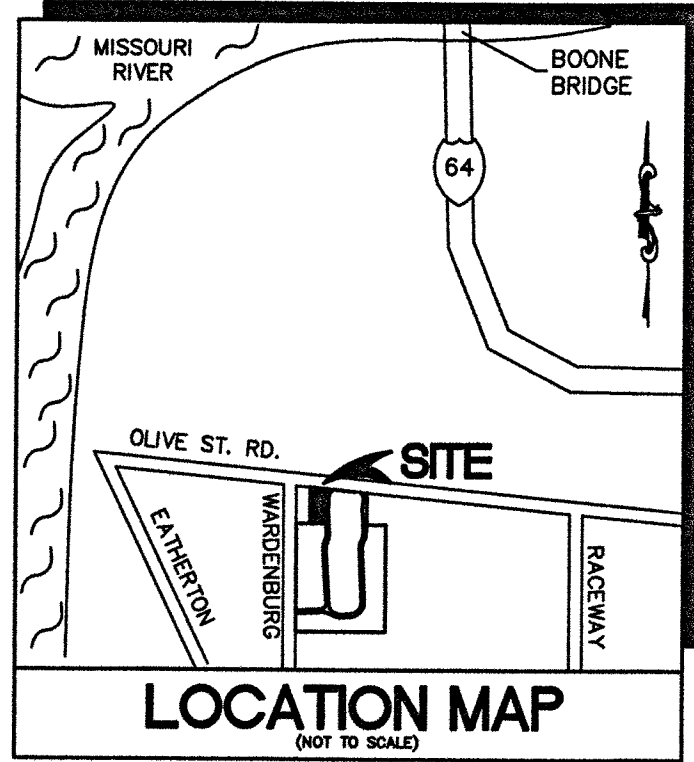
Beginning at a found iron rod at the northwestern corner of above said Lot 1A, said point also being located on the southern right-of-way line of Olive Street Road, 60 feet wide; thence along said southern right-of-way line, South 82 degrees 31 minutes 57 seconds East, 297.76 feet to found out cross at the northwestern corner of Spirit Valley Central Drive, variable width, said point also being the beginning of a curve to the right having a radius of 43.00 feet; thence along the western right-of-way line of said Spirit Valley Central Drive the following courses and distance: along said curve with an arc length of 48.85 feet and a chord which bears South 25 degrees 04 minutes 41 seconds East, 46.26 feet to a found cross at a point of tangency; South 07 degrees 28 minutes 03 seconds West, 21.97 feet to a found cross located at the point of curvature to the left having a radius of 195.00 feet; along said curve with an arc length of 64.32 feet and a chord which bears South 01 degrees 58 minutes 54 seconds East, 64.03 feet to a found cross located at the point of tangency and South 11 degrees 25 minutes 51 seconds East, 501.56 feet, to the northeast corner of Lot 3, of above said Spirit Valley Business Park, thence leaving said west line of Spirit Valley Central Drive, South 78 degrees 19 minutes 49 seconds West along the north line of said Lot 3, a distance of 275.00 feet to the southwest corner of said Lot 2; thence North 11 degrees 25 minutes 51 seconds West, along the west line of said Lot 2, and its northerly extension 728.05 feet to the Point of Beginning and containing 188,388 square feet or 4.325 acres more or less. According to calculations performed by Stock and Associates in January, 2020.

SURVEYOR'S CERTIFICATION

This is to certify that Stock and Associates Consulting Engineers, Inc. have, during January, 2020, by order of and for the use of K&L Tech Properties, L.L.C., executed a Property Boundary Survey and Boundary Adjustment Plat of a tract of land being Lots 1A and 1B of a Lot Split Plat as recorded in Plat Book 361 Page 230 and Lot 2 of Spirit Valley Business Park as recorded in Plat Book 356, Page 177, Township 45 North, Range 3 East of the 5th Principal Meridian, City of Chesterfield, St. Louis County, Missouri and that the results of said survey and Boundary Adjustment Plat are shown hereon. We further certify that the above plat was prepared from an actual survey, according to the records available and recorded, and said survey meets or exceeds the current standards for Property Boundary Surveys for "Class Urban Property" as defined in Chapter 16, Division 2030 Missouri Standards for Property Boundary Surveys as adopted by the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors, and Landscape Architects.

STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC.
LC NO. 222-D

Wafer J. Pfieger, Missouri P.L.S. No. 2008-728



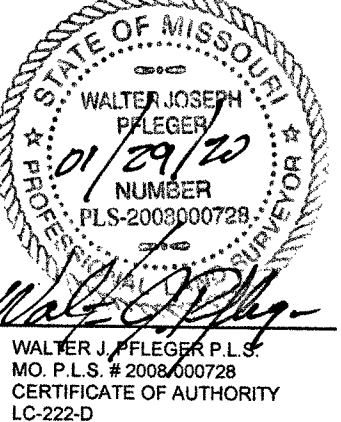
PREPARED BY:

STOCK & ASSOCIATES
Consulting Engineers, Inc.

BOUNDARY ADJUSTMENT PLAT

NEFF POWER

SPIRIT VALLEY CENTRAL DRIVE
CHESTERFIELD, MO.



REVISIONS:

1 1-24-2020 CITY COMMENTS

DRAWN BY: J.K.	CHECKED BY: W.J.P.
DATE: 1/3/20	JOB NO: 219-6666
M.S.D. P. # P-XXXXXX	BASE MAP # XXX
S.L.C. H&T # XXXX	H&T SUR. # XX-XXX-XX
M.D.N.R. # MO-XXXXXX	
SHEET NO:	
BOUNDARY ADJUSTMENT PLAT	
SHEET #2	

STATEMENT OF STATE PLANE COORDINATE TIE:

STATION: SL-40 (2000) STATION: SL-41 (2001)
NORTH (Y) = 315379.803(R) NORTH (Y) = 313595.655(R) 313595.682(M)
EAST (X) = 237342.881(R) EAST (X) = 234890.18(R) 344890.218(M)
GRID FACTOR: 0.9999169 GRID FACTOR: 0.9999190

NOTE: 1 METER = 3.28083333 FEET

ALL STATE PLANE COORDINATES ARE IN METERS.
Project Grid Factor of 0.99991795 established by averaging the Grid Factor for SL-40 and SL-41.
Station SL-40 to SL-41 Grid Azimuth = South 53 Degrees 58 Minutes 01 Seconds West

The Missouri Coordinate System of 1983 East Zone Coordinate Values reported hereon were determined based upon a field traverse during August, 2007 using a Trimble 4800 GPS receivers, and that in my professional opinion, as a land surveyor registered in the State of Missouri, the reported State Plane Coordinates meet the current Missouri Minimum Standards for Property Boundary Surveys (20 CSR 2030-16). The basis of bearings shown on this plat were adopted from the grid azimuth between SL-40 and SL-41. The grid bearing along the Easterly line on this plat is found to be South 11 degrees 24 minutes 44 seconds East. The grid bearing from SL-40 to the Northwest corner on this plat is South 82 degrees 01 minutes 59 seconds East 2013.15 meters with the scale factor applied.

UNFINISHED BUSINESS

There are no unfinished action items scheduled on the agenda for this meeting.

NEW BUSINESS

There are no new business action items on the agenda for this meeting.