



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Tuesday, June 20, 2023
6:30 PM**

I. Appointments – Mayor Bob Nation

II. Council Committee Reports

A. Planning and Public Works Committee – Chairperson Merrell Hansen,
Ward IV

- 1. Proposed Bill No. 3444 - P.Z. 07-2023 Ballwin Acres, Lot 15 (William G. Vellios)** – An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundary of an “NU” Non-Urban District to an “R-3” Residence District for a 3.9 acre tract of land located east of Kehrs Mill Road, south of Wendimill Drive, west of Meadowbrook Country Club Estates, and north of Coventry Woods Court (21S410088). **(Second Reading) Planning Commission Recommends Approval. Planning & Public Works Committee Recommends Approval.**
- 2. Proposed Bill No. 3445 - P.Z. 09-2023 City of Chesterfield (UDC - Article 4)** – An ordinance of the City of Chesterfield amending section 405.03.070 of the Unified Development Code relating to the Use Table for Non-Residential Districts. **(Second Reading) Planning Commission Recommends Approval. Planning & Public Works Committee Recommends Approval.**
- 3. Proposed Bill No. 3447 - P.Z. 02-2023 City of Chesterfield (Unified Development Code – Articles 2 & 4)** – An ordinance of the City of Chesterfield amending section 405.02.120.A and section 405.04.120 of the Municipal Code pertaining to stormwater guarantees and stormwater requirements. **(Second Reading) Planning Commission Recommends Approval. Planning & Public Works Committee Recommends Approval.**
- 4. Proposed Bill No. 3450 – P.Z. 04-2023 Damian Kroenung Estate (17970 Edison Avenue)** – An ordinance amending the Unified Development Code of the City of Chesterfield by changing the ordinance of the existing “PI” Planned Industrial District to a new “PI” Planned Industrial District for a 7.1 acre tract of land located on the south side of Edison Avenue (17V310081). **(First Reading) Planning Commission Recommends Approval. Planning & Public Works Committee Recommends Approval.**

5. Proposed Bill No. 3451 – P.Z. 05-2023 Wings Corporate Estates, Lot 5 (Wings & Wheels of Chesterfield LLC) – An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundary of a “PI” Planned Industrial District to a new “PI” Planned Industrial District for a 1.3 acre tract of land located northeast of the intersection of Wings Corporate Drive and Buzz Westfall Drive (17W120087). **(First Reading) Planning Commission Recommends Approval. Planning & Public Works Committee Recommends Approval.**

6. Proposed Bill No. 3452 – Special Use Permit Code Revision – An ordinance of the City of Chesterfield repealing and replacing Chapter 505, Article I, Division 2 Opening and Excavation of Public Streets. **(First Reading) Planning Commission Recommends Approval.**

7. Next Meeting – Thursday, June 22, 2023 (5:30pm)

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

1. Next Meeting – Tuesday, June 27, 2023 (5:00pm)

C. Parks, Recreation and Arts Committee – Chairperson Mary Monachella, Ward I

1. Next Meeting – Not yet scheduled

D. Public Health and Safety Committee – Chairperson Mary Ann Mastorakos, Ward II

1. Next Meeting – Not yet scheduled

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

A. Liquor License Request – Buzzettas Italian Cafe (120 Chesterfield Valley Drive) has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday sales. **(Voice Vote) Application has been reviewed by the Police Department and the Planning Department. There are no known outstanding municipal violations.**

B. Liquor License Request – Old House in Hog Hollow (14319 Olive Blvd.) has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday sales. **(Voice Vote) Application has been reviewed by the Police Department and the Planning Department. There are no known outstanding municipal violations.**

IV. Other Legislation

A. Proposed Resolution No. 485 – 16775 & 16806 Baxter Road (Annie Gunn’s) – Right-of-Way Quit-Claim Deed – A resolution of the City of Chesterfield, Missouri authorizing the City Administrator to execute a quit-claim deed to the Thomas P. Sehnert Revocable Trust for any interest in certain real property. **(Roll Call Vote)**

B. Proposed Resolution No. 486 – A resolution of the City of Chesterfield, Missouri authorizing the sale of real property to the Monarch-Chesterfield Levee District and authorizing the City Administrator to sign and execute the necessary documentation for closing. **(Roll Call Vote)**

V. Unfinished Business

VI. New Business

VII. Adjournment

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

Notice is hereby given that the City Council may also hold a closed meeting for the purpose of dealing with matters relating to one or more of the following: legal actions, causes of action, litigation or privileged communications between the City’s representatives and its attorneys (RSMo 610.021(1) 1994; lease, purchase or sale of real estate (RSMo 610.021(2) 1994; hiring, firing, disciplining or promoting employees with employee groups (RSMo 610.021(3)1994; Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups (RSMo 610.021(9) 1994; and/or bidding specification (RSMo 610.021(11) 1994.

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
CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Tuesday, June 20, 2023
7:00 PM

- 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** – June 5, 2023

- VI. INTRODUCTORY REMARKS** – Mayor Bob Nation
 - A. Thursday, June 22, 2023 – Planning & Public Works (5:30pm)**
 - B. Monday, June 26, 2023 – Planning Commission (7:00pm)**
 - C. Tuesday, June 27, 2023 – Finance & Administration (5:00pm)**
 - D. Tuesday, July 4, 2023 – City Hall closed in observance of Independence Day**
 - E. Monday, July 10, 2023 – Planning Commission (7:00pm)**
 - F. Monday, July 17, 2023 – City Council Meeting (7:00pm)**

- VII. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation
 - A. Proclamation** – The Rob Kilo Family

VIII. APPOINTMENTS – Mayor Bob Nation

IX. COUNCIL COMMITTEE REPORTS

A. Planning and Public Works Committee – Chairperson Merrell Hansen, Ward IV

- 1. Proposed Bill No. 3444 - P.Z. 07-2023 Ballwin Acres, Lot 15 (William G. Vellios)** – An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundary of an “NU” Non-Urban District to an “R-3” Residence District for a 3.9 acre tract of land located east of Kehrs Mill Road, south of Wendimill Drive, west of Meadowbrook Country Club Estates, and north of Coventry Woods Court (21S410088). **(Second Reading) Planning Commission Recommends Approval. Planning & Public Works Committee Recommends Approval.**
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C. Parks, Recreation and Arts Committee – Chairperson Mary Monachella, Ward I

1. Next Meeting – Not yet scheduled

D. Public Health and Safety Committee – Chairperson Mary Ann Mastorakos, Ward II

1. Next Meeting – Not yet scheduled

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

A. Liquor License Request – Buzzettas Italian Cafe (120 Chesterfield Valley Drive) has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday sales. **(Voice Vote) Application has been reviewed by the Police Department and the Planning Department. There are no known outstanding municipal violations.**

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XI. OTHER LEGISLATION

- A. Proposed Resolution No. 485 – 16775 & 16806 Baxter Road (Annie Gunn’s) – Right-of-Way Quit-Claim Deed** – A resolution of the City of Chesterfield, Missouri authorizing the City Administrator to execute a quit-claim deed to the Thomas P. Sehnert Revocable Trust for any interest in certain real property. **(Roll Call Vote)**
- B. Proposed Resolution No. 486** – A resolution of the City of Chesterfield, Missouri authorizing the sale of real property to the Monarch-Chesterfield Levee District and authorizing the City Administrator to sign and execute the necessary documentation for closing. **(Roll Call Vote)**

XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

XIV. ADJOURNMENT

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Proclamation

City of Chesterfield, Missouri

Whereas:

the Rob Kilo family is honored for creating Monarch Grove, a new community area with a Monarch butterfly sculpture entitled “Monarch’s Heavenly Journey,” numerous native pollinator beds and living legacy benches. Monarch Grove is in loving memory of Rob’s mother, June Kilo, known as Grammie June to her adoring grandchildren. Monarch Grove is now part of Chesterfield’s Central Park, in collaboration with the Chesterfield Family YMCA, and is near the midway trailhead of the new Riparian Trail extension at Burkhardt Place; and,

WHEREAS,

the month of June is recognized as National Pollinator Month and June Kilo was born on June 19, 1933. June loved butterflies and birds. She enjoyed taking her grandchildren to the Butterfly House, Zoo, Missouri Botanical Gardens and local parks. She was one of only nine women to graduate from Washington University School of Business in 1954. She was also a silver medalist in tennis at the Senior Olympics; and,

WHEREAS,

the Rob Kilo family has lived in Chesterfield for 17 years and raised two children, Caroline and Nicholas (Niko), both graduated from Marquette High School. Rob serves as a ward IV committee member and past co-chair on the Chesterfield Parks, Recreation and Arts Citizens Advisory Committee; and,

WHEREAS,

the City of Chesterfield is proud to have Monarch Grove’s addition to Central Park. Chesterfield is in its fourth Mayor’s Monarch Pledge Proclamation encouraging all members of our community to help migrating Monarch butterflies and pollinators. Monarch Grove benefits the entire community with its focus on native pollinators, and it is registered as a “Monarch Waystation” and “Certified Wildlife Habitat” by the National Wildlife Federation to reinforce the need to sustain Monarch butterflies by providing milkweed and nectar sources. Monarch Grove would not be part of our community today if it were not for the Rob Kilo family’s passion and perseverance.

NOW, THEREFORE, I, Bob Nation, Mayor of the City of Chesterfield, do hereby proclaim June 19, 2023 as

**THE ROB KILO FAMILY DAY
IN MEMORY OF GRAMMIE JUNE KILO
In the City of Chesterfield**

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND CAUSED THE OFFICIAL SEAL OF THE CITY OF CHESTERFIELD TO BE AFFIXED THIS 19th DAY OF JUNE 2023.

Bob Nation, Mayor

ATTEST:

Vickie McGownd, City Clerk

AGENDA REVIEW – TUESDAY, JUNE 20, 2023 – 6:30 PM

An AGENDA REVIEW meeting has been scheduled to start at **6:30 PM, on Tuesday, June 20, 2023.**

Please let me know, ASAP, if you will be unable to attend these meetings.

UPCOMING MEETINGS/EVENTS

- A. Thursday, June 22, 2023 – Planning & Public Works (5:30pm)**
- B. Monday, June 26, 2023 – Planning Commission (7:00pm)**
- C. Tuesday, June 27, 2023 – Finance & Administration (5:00pm)**
- D. Tuesday, July 4, 2023 – City Hall closed in observance of Independence Day**
- E. Monday, July 10, 2023 – Planning Commission (7:00pm)**
- F. Monday, July 17, 2023 – City Council Meeting (7:00pm)**

COMMUNICATIONS AND PETITIONS

This section provides time for the public to speak and express their views during public comment. Each speaker is limited to not more than four minutes, after which, the City Administrator will indicate that their time has expired. It is important to remember that this section of the agenda is not intended or appropriate for debate or question and answer period. This is the public's opportunity to share their comments in a public forum.

APPOINTMENTS

There are no appointments scheduled on the agenda for this meeting.



RECORD OF PROCEEDING

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

JUNE 5, 2023

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

Mayor Bob Nation
Councilmember Mary Monachella
Councilmember Barbara McGuinness
Councilmember Aaron Wahl
Councilmember Dan Hurt
Councilmember Michael Moore
Councilmember Merrell Hansen
Councilmember Gary Budoor

ABSENT

Councilmember Mary Ann Mastorakos

APPROVAL OF MINUTES

The minutes of the May 15, 2023 City Council meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Wahl, to approve the May 15, 2023 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the May 15, 2023 Wildhorse Village Special Business District Public Hearing were submitted for approval. Councilmember Hansen made a motion, seconded by Councilmember Moore, to approve the May 15, 2023 Wildhorse Village Special Business District Public Hearing minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the May 15, 2023 Executive Session were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Wahl, to approve the May 15, 2023 Executive Session minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the May 23, 2023 Special City Council meeting were submitted for approval. Councilmember Budoor made a motion, seconded by Councilmember Moore, to approve the May 23, 2023 Special City Council minutes. A voice vote was taken with an affirmative result (Councilmembers Hurt and Wahl abstained) and the motion was declared passed.

INTRODUCTORY REMARKS

Mayor Nation announced that City Hall will be closed on Monday, June 19, in observance of Juneteenth.

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

COMMUNICATIONS AND PETITIONS

Mr. Marc Jacob indicated that he was available to answer questions pertaining to Bill No. 3446 – Brayhill Boundary Adjustment Plat.

Mr. Bill Vellios indicated that he was available to answer questions pertaining to Bill No. 3444 – Ballwin Acres Rezoning.

Ms. Patricia Tocco, 14720 Whitebrook Drive, spoke regarding her desire to be appointed to the Finance and Administration Citizens Advisory Committee.

Mr. Rob Rodermund, 17134 Surrey View Drive, TIF Commissioner, spoke to commend the City and Monarch Fire Protection District relative to the fire district's willingness to financially participate in the Chesterfield Regional Tax Increment Financing.

Mr. Ken Kott, 16869 Chesterfield Bluffs Circle, spoke regarding his desire to solicit and attract a republican debate to the City of Chesterfield.

APPOINTMENTS

There were no appointments on the agenda for this evening.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning & Public Works Committee

Bill No. 3444 Amends the Unified Development Code of the City of Chesterfield by changing the boundary of an “NU” Non-Urban District to an “R-3” Residence District for a 3.9 acre tract of land located east of Kehrs Mill Road, south of Wendimill Drive, west of Meadowbrook Country Club Estates, and north of Coventry Woods Court (21S410088) **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval**

Councilmember Merrell Hansen, Chairperson of the Planning/Public Works Committee, made a motion, seconded by Councilmember Monachella, for the first reading of Bill No. 3444. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3444 was read for the first time.

Bill No. 3445 Amends Section 405.03.070 of the Unified Development Code relating to the Use Table for non-residential districts. **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval**

Councilmember Hansen made a motion, seconded by Councilmember Monachella, for the first reading of Bill No. 3445. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3445 was read for the first time.

Bill No. 3447 Amends Section 405.02.120.A and Section 405.04.120 of the Municipal Code pertaining to stormwater guarantees and stormwater requirements. **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval**

Councilmember Hansen made a motion, seconded by Councilmember Monachella, for the first reading of Bill No. 3447. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3447 was read for the first time.

Councilmember Hansen announced that the next meeting of this Committee is scheduled for Thursday, June 8, at 5:30 p.m.

Finance & Administration Committee

Councilmember Michael Moore, Chairperson of the Finance and Administration Committee, indicated that there were no action items scheduled on the agenda for this meeting.

Parks, Recreation & Arts Committee

Councilmember Mary Monachella, Chairperson of the Parks, Recreation & Arts Committee, indicated that there were no action items scheduled on the agenda for this meeting.

Public Health & Safety Committee

Councilmember Michael Moore, Vice-Chairperson of the Public Health & Safety Committee, indicated that there were no action items scheduled on the agenda for this meeting.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel recommended approval of an intergovernmental agreement with Monarch Fire Protection District regarding the Chesterfield Regional Tax Increment Financing District. Councilmember Hurt made a motion, seconded by Councilmember Moore, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Moore, Monachella, McGuinness, Hurt, Wahl, Hansen and Budoor. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel reported that Sports Facilities Food & Beverage Missouri, LLC, located at 17925 N. Outer Road, has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday sales. Mr. Geisel reported that, per City policy, this application has been reviewed and is now recommended for approval by both the Police Department and Planning & Development Services. Councilmember Moore made a motion, seconded by Councilmember Wahl, to approve issuance of a new liquor license to Sports Facilities Food & Beverage Missouri, LLC. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

OTHER LEGISLATION

Bill No. 3446 Provides for the approval of a boundary adjustment via deed for Lot A and Lot 11 of Brayhill Court to create a 5.45 acre tract of land zoned “R2” Residence District located southwest of Ladue Road and north of Brayhill Court (17R220443, 17R220393). **(First & Second Readings) Planning Department recommends approval**

Councilmember Budoor made a motion, seconded by Councilmember Monachella, for the first and second readings of Bill No. 3446. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3446 was read for the first and second time. A roll call vote was taken for the passage and approval of Bill No. 3446 with the following results: Ayes – Wahl, Budoor, Moore, Hurt, McGuinness, Hansen and Monachella. Nays – None. Whereupon Mayor Nation declared Bill No. 3446 approved, passed it and it became **ORDINANCE NO. 3236.**

Bill No. 3448 Provides for the approval of a record plat 1 and escrow agreements for Schaeffer’s Grove subdivision, a 14.56 acre tract of land zoned E-1/2AC Estate District with a Wildhorse Creek Road overlay district located on the north side of Wildhorse Creek Road and across from Wildhorse Parkway Drive. **(First & Second Readings) Planning Commission recommends approval**

Councilmember Hansen made a motion, seconded by Councilmember Budoor, for the first and second readings of Bill No. 3448. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3448 was read for the first and second time. A roll call vote was taken for the passage and approval of Bill No. 3448 with the following results: Ayes – Budoor, Hansen, McGuinness, Monachella, Wahl, Hurt and Moore. Nays – None. Whereupon Mayor Nation declared Bill No. 3448 approved, passed it and it became **ORDINANCE NO. 3237.**

Bill No. 3449 Provides for the approval of a record plat 2 and escrow agreements for Schaeffer’s Grove subdivision, a 12.22 acre tract of land zoned E-1/2AC Estate District with a Wildhorse Creek Road overlay district located on the north side of Wildhorse Creek Road and across from Wildhorse Parkway Drive. **(First & Second Readings) Planning Commission recommends approval**

Councilmember Hansen made a motion, seconded by Councilmember Wahl, for the first and second readings of Bill No. 3449. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3449 was read for the first and second time. A roll call vote was taken for the passage and approval of Bill No. 3449 with the following results: Ayes – Moore, Monachella, Hurt, Budoor, Hansen, Wahl and McGuinness. Nays – None. Whereupon Mayor Nation declared Bill No. 3449 approved, passed it and it became **ORDINANCE NO. 3238.**

UNFINISHED BUSINESS

There was no unfinished business scheduled on the agenda for this meeting.

NEW BUSINESS

There was no new business.

ADJOURNMENT

Mayor Nation recognized a Boy Scout in attendance and invited him to stay after the meeting to ask any questions he may have.

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:46 p.m.

Mayor Bob Nation

ATTEST:

Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____

PLANNING AND PUBLIC WORKS COMMITTEE

Chair: Councilmember Merrell Hansen

Vice-Chair: Councilmember Dan Hurt

Proposed Bill No. 3444 - P.Z. 07-2023 Ballwin Acres, Lot 15 (William G. Vellios) – An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundary of an “NU” Non-Urban District to an “R-3” Residence District for a 3.9 acre tract of land located east of Kehrs Mill Road, south of Wendimill Drive, west of Meadowbrook Country Club Estates, and north of Coventry Woods Court (21S410088). **(Second Reading) Planning Commission Recommends Approval. Planning & Public Works Committee Recommends Approval.**

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NEXT MEETING

The next meeting of the Planning and Public Works Committee is scheduled for Thursday, June 22nd, 2023, at 5:30pm.

If you have any questions or require additional information, please contact Director of Planning - Justin Wyse, Director of Public Works – Jim Eckrich, or me prior to Tuesday’s meeting.

MEMORANDUM

TO: Mike Geisel, City Administrator

FROM: Justin Wyse, Director of Planning *JW*
James A. Eckrich, Director of Public Works / City Engineer *JAE*

SUBJECT: Planning & Public Works Committee Meeting Summary
Thursday, June 8, 2023



A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, June 8, 2023 in Conference Room 101.

In attendance were: **Chair Merrell Hansen** (Ward IV); **Councilmember Mary Monachella** (Ward I), **Councilmember Dan Hurt** (Ward III). **Councilmember Mary Ann Mastorakos** (Ward II) was absent.

Also in attendance were: Councilmember Aaron Wahl (Ward II); James Eckrich, Director of Public Works/City Engineer; Justin Wyse, Director of Planning; Shilpi Bharti, Planner; Alyssa Ahner, Planner; Isaak Simmers, Planner; and Christine Dorough, Recording Secretary.

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

I. APPROVAL OF MEETING SUMMARY

A. Approval of the May 18, 2023 Committee Meeting Summary

Councilmember Monachella made a motion to approve the Meeting Summary of May 18, 2023. The motion was seconded by **Councilmember Hurt** and passed by a voice vote of 3-0.

II. UNFINISHED BUSINESS - None

III. NEW BUSINESS

- A. **P.Z. 04-2023 Damian Kroenung Estate (17970 Edison Avenue)**: A request for an ordinance amendment to the existing "PI" Planned Industrial District to a new "PI" Planned Industrial District for 7.1 acres located on the south side of Edison Avenue (17V310081).

STAFF PRESENTATION

Shilpi Bharti, Planner, presented the request by The Edison Partners, LLC for an ordinance amendment to the existing "PI" Planned Industrial District to a new "PI" Planned Industrial District to modify the existing setbacks and building square feet requirements. There is no change requested to the existing permitted uses. The site is governed by ordinance 2124 which was approved in 2004. Staff has updated the permitted uses (which was approved with ordinance 2124) in the Attachment A to reflect the current use terms defined in the PI District of City of Chesterfield Unified Development Code.

A Public Hearing was held on April 24, 2023 for this petition; there were no issues raised.

The petition was reviewed by Planning Commission on May 22, 2023. Planning Commission approved this petition, with one amendment to remove Car Wash, Car Wash (Industrial), Car Wash (Self-Service), Film Processing Plants, and Golf Course Uses from the permitted uses in the ordinance, by a vote of 7 to 0.

DISCUSSION

Councilmember Monachella expressed concern about the 40-foot height and also questioned if there will be adequate permeable surface given the location near the airport runway. Justin Wyse explained that through the development process, the petitioner will be coordinating with the airport and will have to adhere to Federal Aviation Administration Standards for building height as well as City requirements which govern permeable surface requirements.

It was explained that a third point of access was required by the Fire District, however it was the desire of the petitioner that it remain locked with the Fire District and owners having access to it. Councilmember Hurt expressed concern over the locked, gated entry and requested that the gate be removed from the proposal. Further discussion ensued and the applicant indicated they are not opposed to removing the gate.

Councilmember Hurt made a motion to forward P.Z. 04-2023 Damian Kroenung Estate (17970 Edison Avenue) to City Council with a recommendation to approve with the elimination of the gate on the third entry point. The motion was seconded by Councilmember Monachella and passed by a voice vote of 3-0.

Note: One Bill, as recommended by the Planning Commission, will be needed for the June 20, 2023 City Council Meeting. See Bill #

[Please see the attached report prepared by Justin Wyse, Director of Planning, for additional information on P.Z. 04-2023 Damian Kroenung Estate.]

B. P.Z. 05-2023 Wings Corporate Estates, Lot 5 (Wings & Wheels of Chesterfield, LLC): A request to rezone an existing “PI” Planned Industrial District to a new “PI” Planned Industrial District for a 1.3-acre tract of land located northeast of the intersection of Wings Corporate Drive and Buzz Westfall Drive (17W120087).

STAFF PRESENTATION

Alyssa Ahner, Planner, presented the request on behalf of Stock & Associates Consulting Engineers Inc., consultants of Wings & Wheels of Chesterfield LLC, to rezone Lot 5 of the Wings Corporate Estates subdivision to a new “PI”-Planned Industrial District to allow for the sale of new and pre-owned golf-carts and vehicles. The existing site would be utilized thus the provided Preliminary Development Plan reflects current site conditions.

A public hearing on this petition was held on April 10, 2023 and there were a few items discussed. These items included the necessity of some of the requested permitted uses, areas which would be utilized for display/outdoor storage, and the requested open space percentage for the site.

The applicant made revisions to the submittal and the petition was then reviewed by the Planning Commission on May 22, 2023. At that time the Commission made two motions – one, a motion to

amend the open space from 35% to 30% and two, a motion to approve as amended. The two motions passed by a vote of 7-0.

The petition has met all filing requirements and procedures of the City of Chesterfield. Additionally, all agency comments have been received and comments are represented in the provided Attachment A. Attached to this document is the May 22nd Planning Commission Vote Report, Applicant's Narrative Statement, Draft Attachment A, Preliminary Development Plan, and the Boundary Survey.

DISCUSSION

Concerns were raised by the committee as to the use of 'Automobile Dealership' at the location as well as the possibility of a large number of automobiles being displayed outdoors. Alyssa Ahner explained that location and times of the display of vehicles would be governed by ordinance. Vehicles are being proposed to be displayed in an approximate one-hundred linear feet area and would have to be brought indoors after-hours. The proposed outdoor storage would be in the rear and would be enclosed.

Bill Dean, Petitioner, explained that very high-end vehicles will be sold and the scenario would likely be that vehicles are ordered and shipped, not necessarily a case where multiple vehicles were being displayed on location for purchase as typical dealerships do.

It was confirmed by Staff that recreational vehicle sales are not an allowable use on this site. Discussion ensued about some of the listed proposed uses. After discussion, Chair Hanson asked that 'Transit Storage Yard' be removed from the list of allowable uses.

Chair Hanson made a motion to forward P.Z. 05-2023 Wings Corporate Estates, Lot 5 (Wings & Wheels of Chesterfield, LLC): to City Council with a recommendation to approve with the removal of 'Transit Storage Yard' from the allowable uses. The motion was seconded by Councilmember Monachella and passed by a voice vote of 3-0.

Note: One Bill, as recommended by the Planning Commission, will be needed for the June 20, 2023 City Council Meeting. See Bill #

[Please see the attached report prepared by Justin Wyse, Director of Planning, for additional information on P.Z. 05-2023 Wings Corporate Estates, Lot 5 (Wings & Wheels of Chesterfield, LLC)]

C. Special Use Permit Code Revision:

STAFF PRESENTATION

Public Works Director, Jim Eckrich gave a presentation detailing proposed changes to the Chapter 505, Article 1, Division 2 of the Chesterfield Municipal Code. City Staff has worked closely with the City Attorney to propose these changes, which govern the issuance of Special Use Permits. Mr. Eckrich detailed the changes, which require users of the right of way to register with the City. Additional changes include a new fee structure and revised escrow, indemnity, and insurance requirements. There is also a requirement for right of way users to notify property owners within 200 feet of major projects.

DISCUSSION

Chair Hansen asked a question about the wording Section 505.065(A)(2). Mr. Eckrich responded that that information came from the City Attorney and he would follow-up with the City Attorney to address that question.

Councilmember Monachella asked about Section 505.070(B)(1)(f) and why mailboxes were specifically referenced. Mr. Eckrich responded that mailboxes are within the public right of way and installation of a new mailbox technically requires a Special Use Permit. The Committee discussed this matter. Mr. Eckrich stated that mailboxes are just an example in parenthesis and he would remove that reference prior to this matter being forwarded to the full City Council. The Committee members agreed that reference should be removed.

Councilmember Hurt stated that he was in favor of these changes but that there may be some problems in enforcement. Regardless, he felt it was a worthwhile endeavor to attempt to improve the Special Use Permit program.

Councilmember Hurt made a motion to forward the Special Use Permit Code Revision to City Council with a recommendation to approve. The motion was seconded by Chair Hansen, and **passed by a voice vote of 3-0.**

Note: One Bill, as recommended by the Planning Commission, will be needed for the June 20, 2023 City Council Meeting. See Bill #

[Please see the attached report prepared by James Eckrich, Director of Public Works for additional information on the Special Use Permit Revision]

D. 2023 Concrete Pavement Report:

STAFF PRESENTATION

Public Works Director, Jim Eckrich shared a Power-Point presentation on the state of the City's concrete pavement -condition which is summarized below:

- Pavement condition is ~~+~~ good but deteriorating (7.82)
- Pavement is aging with most 20-24 years old
- Pavement costs are increasing
- The City must work to ~~-~~ fill the vacant street maintenance positions as soon as practical because ~~-~~ street maintenance is a vital part of our pavement management.
- Capital money planned ~~-~~ for street improvements ~~-~~ should not be reallocated
- This report and the concrete pavement condition should be revisited ~~-~~ annually
- In the future the City should ~~-~~ reconsider actions taken solely to address aesthetics, such as asphalt joint repair

DISCUSSION

The Committee discussed the report in detail and commended staff on its content. Mr. Eckrich addressed questions regarding the polynomial which estimates condition rating based upon age as well as questions regarding the impacts of deferred maintenance. Chair Hansen stated that

this is important information that should be disseminated to residents. While the content does not lend itself to a newsletter article, she asked Mr. Eckrich for three to five bullet-points she could use when presenting this matter to residents, trustees, and subdivision meetings. Mr. Eckrich stated that he would email her the bullet points requested.

The Committee took no formal action on this report as none was required.

IV. OTHER – None.

V. ADJOURNMENT

The meeting adjourned at 6:46 p.m.

BILL NO. 3444

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARY OF A "NU" NON-URBAN DISTRICT TO AN "R-3" RESIDENCE DISTRICT FOR A 3.9 ACRE TRACT OF LAND LOCATED EAST OF KEHRS MILL RD, SOUTH OF WENDIMILL DR, WEST OF MEADOWBROOK COUNTRY CLUB ESTATES, AND NORTH OF COVENTRY WOODS CT (21S410088).

WHEREAS, the petitioner, William G. Vellios, has requested a change in zoning for an existing "NU" Non-Urban District to an "R-3" Residence District for a 3.9-acre tract of land located east of Kehrs Mill Rd, south of Wendimill Dr, west of Meadowbrook Country Club Estates, and north of Coventry Woods Ct; and,

WHEREAS, a Public Hearing was held before the Planning Commission on May 8, 2023; and,

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

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

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

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

Section 1. City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing an "R-3" Residence District designation for 3.9 acres located east of Kehrs Mill Rd, south of Wendimill Dr, west of Meadowbrook Country Club Estates, and north of Coventry Woods Ct and as described as follows:

LOT 15 OF BALLWIN ACRES, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 20 PAGE 51 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS.

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 William G. Vellios in P.Z. 07-2023, requesting the rezoning embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 8th day of May 2023, 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 _____, 2023

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 6/5/2023

Current Owner William G. Vellios is applying for a Rezoning 2758 Kehrs Mill Road From NU to R3 Residential.

Legal Description : Lot 15 of Ballwin Acres Plat Book 20 page 51 St. Louis County Missouri

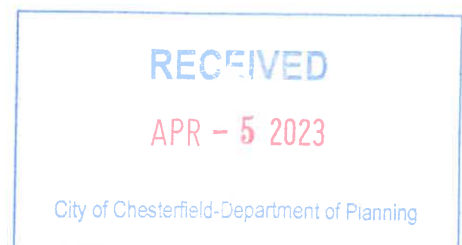
The Property is located in Ward 3 of City of Chesterfield the locator ID is I00869845

Items included in this package:

1. Change of Zoning / Special Procedure Application & Check #5012 fo \$315 application fee
2. Legal Description of entire parcel Land (With Description of Land) Includes
 - a. General warranty Deed Entered into Dec 5, 1960 (Kon and Aspasia Vellios)
 - b. Beneficiary Deed Dated March 19, 1993 (Kon Vellios William G Vellios Jr of 1538 Virginia Drive Ellisvile MO 63011 as Grantee Beneficiairy
 - c. Recorder of Deeds Document Identification & Certification Sheet Filed 93-Apr-8 Am10:05
 - d. Recorder of Deeds Document Certification Dec 27, 2022 and Affidavit of Death
 - e. Deed of Easement Dated April 5, 2002
 - f. **On Feb 13,2023 William G Vellios researched at the St. Louis County Government Center Land Information Center 41 S Central Clayton Missouri and Missouri Courts for liens or violations on 2758 Kehrs Mill Road and the legal description. No violations or liens were found on this property.**
3. Quantity 1 Survey of the Property conducted by Metron Surveyors (Elmer Krussel and John Winkler) completed on March 23, 2023
 - a.
4. Deed of Easement Dated April 5, 2002
5. 2 Copies of a Tree Stand Delineation Performed and completed by Metropolitan Forestry on April 4, 2023. The TSD was conducted by Kevin Seger ISA Certified Arborist certification #31051 with 26 years of Experience and Cary Semsar with a Bachelor of Science Degree In Urban Forestry and Board Certified Master Arborist #OH5130B (See attached certification documentation)

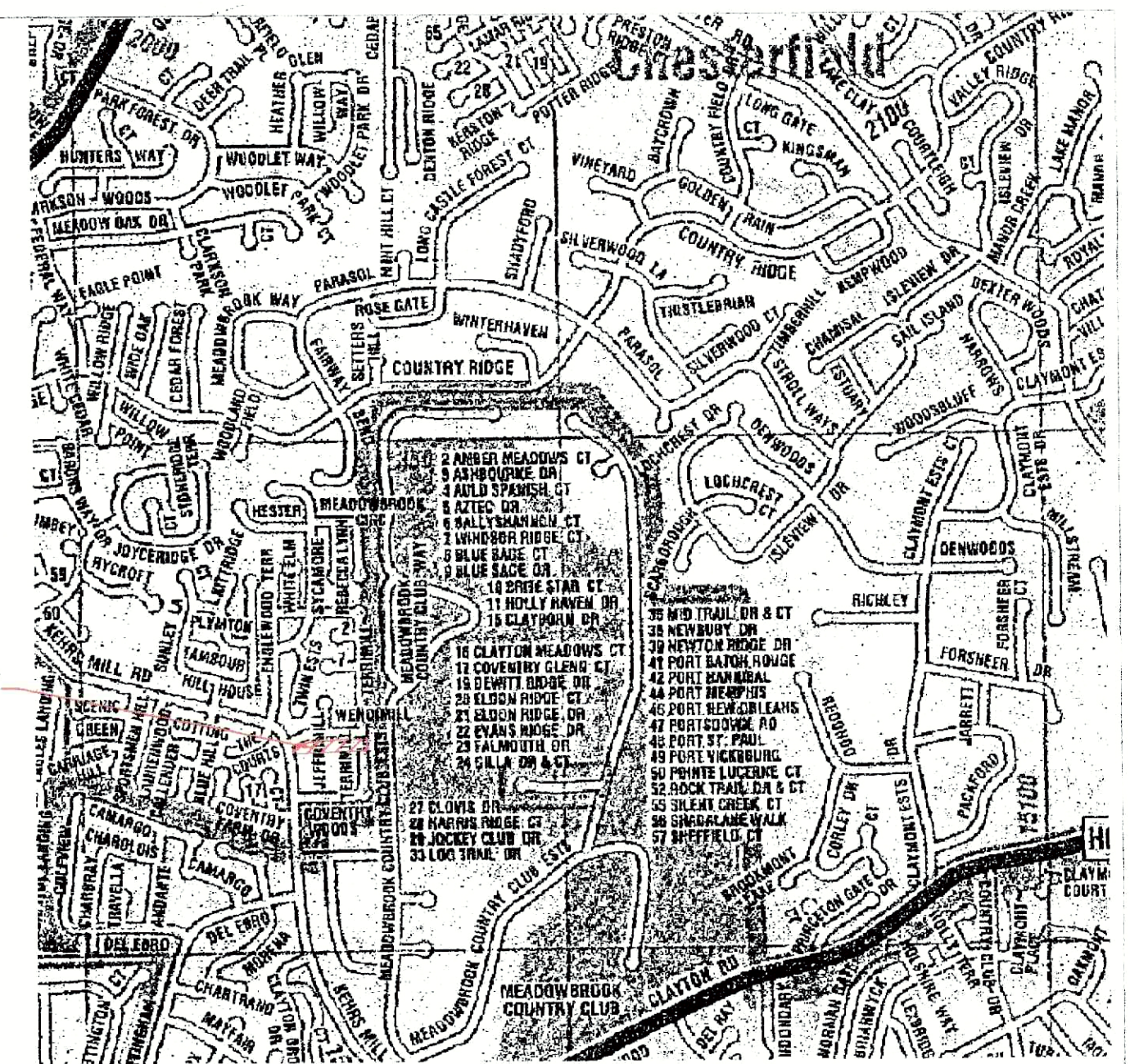
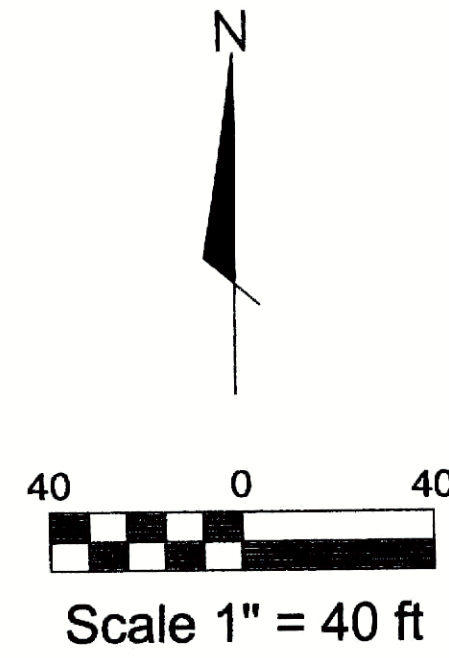
*Intent of the Current Owner Custodian of the Property (William G Vellios) is to Seek Approval for R3 Zoning for future sale of the property. The property is anticipated to yield 9 to 11 lots based on R3 standards. The final number of lots will be determined by the future buyer and associated future engineering & topographical studies to be submitted by the City of Chesterfield and its planning approval process.

Please feel free to Contact William(Bill) Vellios at 314-452-3579 with any questions



BOUNDARY & TOPOGRAPHIC SURVEY

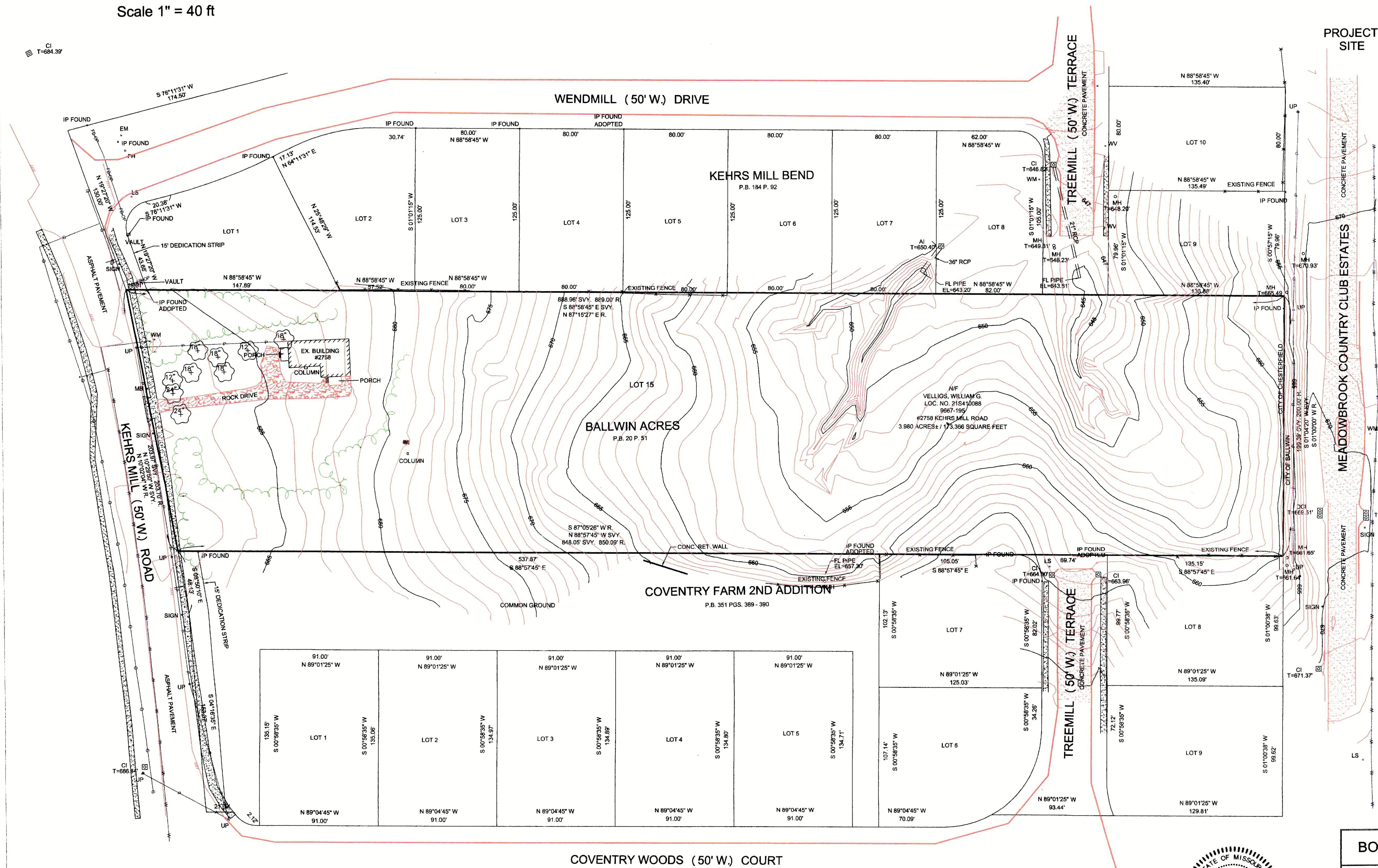
LOT 15 OF BALLWIN ACRES
 PLAT BOOK 20 PAGE 51
 ST. LOUIS COUNTY, MISSOURI



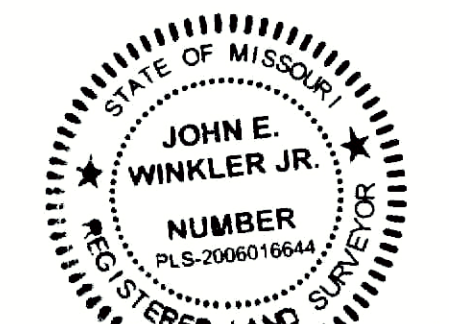
LOCATION MAP
 NOT TO SCALE

LEGEND

ASPH	DENOTES	ASPHALT
AI	+	AREA INLET
BF	-	BACK FLOW
BOLL	-	BOLLARD
CI	-	CURB INLET
CO	-	CLEANOUT
CTV	-	CABLE TELEVISION
DCI	-	DOUBLE CURB INLET
FH	-	FIRE HYDRANT
DNA	-	DOES NOT AFFECT SUBJECT TRACT
GM	-	GAS METER
IR	-	IRON ROD
IP	-	IRON PIPE
LS	-	LIGHT STANDARD
MB	-	MAILBOX
MH	-	MANHOLE
NP	-	NOT PLOTTABLE
PCB	-	PHONE CABLE BOX
R	-	RECORD
SVY	-	SURVEY
T.C.	-	TITLE COMMITMENT
TSB	-	TRAFFIC SIGNAL BASE
UP	-	UTILITY POLE
WM	-	WATER METER
WV	-	WATER VALVE
E	-	ELECTRIC LINE MARKED
G	-	GAS LINE MARKED
P	-	OVERHEAD POWER LINE
W	-	WATER LINE MARKED
CONCRETE	-	CONCRETE
EDGE OF ASPHALT PVT.	-	EDGE OF ASPHALT PVT.
T.C. SCHEDULE B-II ITEM NO.	-	T.C. SCHEDULE B-II ITEM NO.
NO. PARKING SPOTS	-	NO. PARKING SPOTS
EXISTING FENCE	-	EXISTING FENCE
EXISTING TREE W/DIAMETER	-	EXISTING TREE W/DIAMETER



STATE OF MISSOURI
 JOHN E. WINKLER JR.
 REGISTERED LAND SURVEYOR
 3/23/23
 ELMER A KRUSSEL, E-16146



3-23-2023
 John E. Winkler Jr.

DESCRIPTION: 2758 KEHR'S MILL ROAD
 LOT 15 OF BALLWIN ACRES, A SUBDIVISION ACCORDING TO THE PLAT THEREOF
 RECORDED IN PLAT BOOK 20 PAGE 51 OF THE ST. LOUIS COUNTY, MISSOURI
 RECORDS.

BOUNDARY & TOPOGRAPHIC SURVEY				
For: BILL VELLIOS 2758 KEHR'S MILL ROAD CHESTERFIELD, MISSOURI 63017				
E. KRUSSEL, LLC 35 THOREAU COURT O'FALLON, MO. 63366 636-544-1691		REV.	DATE	DESCRIPTION
				BY
				CHK'D
		ORDER NO. 10538		
		DATE 3-23-2023		
		DRAWN JEW		
		CHECKED JAW		
				1 OF 1

DATE: 3/23/23
 TIME: 10:00 AM
 SCALE: 1" = 40'
 DRAWN BY: JAW
 CHECKED BY: JAW

Tree inventory for Bill Vellios
 2758 Kehrs Mill
 Prepared By Kevin Seger MW-3105A
 Cary Semsar OH-5130B

#	Item	Name	DBH	Condition
1	Cherry (Black)	#1 Cherry (Black)		17
2	Persimmon	#2 Persimmon		17
3	Eastern Redcedar	#3 Eastern Redcedar		11
4	Eastern Redcedar	#4 Eastern Redcedar		10.5
5	Eastern Redcedar	#5 Eastern Redcedar		14
6	Persimmon	#6 Persimmon		12
7	Persimmon	#7 Persimmon		13
8	Eastern Redcedar	#8 Eastern Redcedar		8
9	Eastern Redcedar	#9 Eastern Redcedar		16
10	Eastern Redcedar	#10 Eastern Redcedar		14
11	Eastern Redcedar	#11 Eastern Redcedar		11
12	Eastern Redcedar	#12 Eastern Redcedar		16
13	Walnut (Black)	#13 Walnut (Black)		15
14	Tree	#14 Tree		7
15	Walnut (Black)	#15 Walnut (Black)		14
16	Walnut (Black)	#16 Walnut (Black)		15
17	Walnut (Black)	#17 Walnut (Black)		15
18	Black Locust	#18 Black Locust		7
19	Elm (American)	#19 Elm (American)		8
20	Elm (American)	#20 Elm (American)		14
21	Hackberry	#21 Hackberry		29
22	Elm (American)	#22 Elm (American)		7
23	Tree	#23 Tree		7
24	Boxelder	#24 Boxelder		13
25	Black Locust	#25 Black Locust		11
26	Tree	#26 Tree		11
27	Elm (American)	#27 Elm (American)		14
28	Tree	#28 Tree		12
29	Hackberry	#29 Hackberry		14
30	Elm (American)	#30 Elm (American)		5
31	Elm (American)	#31 Elm (American)		23
32	Elm (American)	#32 Elm (American)		7
33	Elm (American)	#33 Elm (American)		9
34	Ash	#34 Ash		10
35	Black Locust	#35 Black Locust		11
36	Maple (Silver)	#36 Maple (Silver)		9
37	Maple (Silver)	#37 Maple (Silver)		8
38	Elm (American)	#38 Elm (American)		8
39	Cherry (Black)	#39 Cherry (Black)		21
40	Ash	#40 Ash		6
41	Elm (American)	#41 Elm (American)		0
42	Tree	#42 Tree		7

43 Tree	#43 Tree	9
44 Maple (Silver)	#44 Maple (Silver)	18
45 Cherry (Black)	#45 Cherry (Black)	7
46 Elm (American)	#46 Elm (American)	7
47 Elm (American)	#47 Elm (American)	8
48 Elm (American)	#48 Elm (American)	7
49 Black Locust	#49 Black Locust	14
50 Elm (American)	#50 Elm (American)	8
51 Tree	#51 Tree	12
52 Elm (American)	#52 Elm (American)	7
53 Maple (Silver)	#53 Maple (Silver)	23
54 Tree	#54 Tree	8
55 Elm (American)	#55 Elm (American)	11
56 Maple (Silver)	#56 Maple (Silver)	19
57 Tree	#57 Tree	7
58 Elm (American)	#58 Elm (American)	8
59 Cherry (Black)	#59 Cherry (Black)	8
60 Tree	#60 Tree	12
61 Elm (American)	#61 Elm (American)	7
62 Elm (American)	#62 Elm (American)	5.5
63 Elm (American)	#63 Elm (American)	9
64 Elm (American)	#64 Elm (American)	8
65 Cottonwood	#65 Cottonwood	43
66 Cottonwood	#66 Cottonwood	32
67 Elm (American)	#67 Elm (American)	6
68 Boxelder	#68 Boxelder	7
69 Tree	#69 Tree	19
70 Elm (American)	#70 Elm (American)	12
71 Maple (Silver)	#71 Maple (Silver)	34
72 Elm (American)	#72 Elm (American)	6
73 Ash	#73 Ash	7
74 Cherry (Black)	#74 Cherry (Black)	14
75 Elm (American)	#75 Elm (American)	7
76 Ash	#76 Ash	16
77 Eastern Redcedar	#77 Eastern Redcedar	8
78 Sassafras	#78 Sassafras	7
79 Boxelder	#79 Boxelder	6
80 Tree	#80 Tree	27
81 Boxelder	#81 Boxelder	10
82 Pin Oak	#82 Pin Oak	17
83 Oak	#83 Oak	13
84 Boxelder	#84 Boxelder	10
85 Boxelder	#85 Boxelder	10
86 Boxelder	#86 Boxelder	7
87 Boxelder	#87 Boxelder	10
88 Elm (American)	#88 Elm (American)	14
89 Persimmon	#89 Persimmon	7

90 Ash	#90 Ash	9
91 Tree	#91 Tree	25 Dead
92 Ash	#92 Ash	6
93 Shingle Oak	#93 Shingle Oak	14
94 Boxelder	#94 Boxelder	6
95 Ash	#95 Ash	6
96 Elm (American)	#96 Elm (American)	11
97 Honeylocust	#97 Honeylocust	20
98 Elm (American)	#98 Elm (American)	6
99 Boxelder	#99 Boxelder	17
100 Elm (American)	#100 Elm (American)	6
101 Ash	#101 Ash	0
102 Persimmon	#102 Persimmon	11
103 Black Locust	#103 Black Locust	16
104 Sassafras	#104 Sassafras	7
105 Black Locust	#105 Black Locust	17
106 Black Locust	#106 Black Locust	12
107 Elm (American)	#107 Elm (American)	7
108 Tree	#108 Tree	15 Dead
109 Persimmon	#109 Persimmon	12
110 Black Locust	#110 Black Locust	14
111 Sassafras	#111 Sassafras	5
112 Black Locust	#112 Black Locust	16
113 Cherry (Black)	#113 Cherry (Black)	16
114 Elm (American)	#114 Elm (American)	7
115 Persimmon	#115 Persimmon	6
116 Maple (Silver)	#116 Maple (Silver)	9
117 Eastern Redcedar	#117 Eastern Redcedar	10
118 Persimmon	#118 Persimmon	8
119 Elm (American)	#119 Elm (American)	8
120 Persimmon	#120 Persimmon	5
121 Tree	#121 Tree	18 Dead
122 Green Ash	#122 Green Ash	19
123 Black Locust	#123 Black Locust	14
124 Elm (American)	#124 Elm (American)	12
125 Black Locust	#125 Black Locust	9
126 Boxelder	#126 Boxelder	12
127 Ash	#127 Ash	13
128 Persimmon	#128 Persimmon	11
129 Cherry (Black)	#129 Cherry (Black)	6
130 Maple (Silver)	#130 Maple (Silver)	8
131 Elm (American)	#131 Elm (American)	8
132 Elm	#132 Elm	8
133 Ash	#133 Ash	6
134 Maple (Silver)	#134 Maple (Silver)	9
135 Sassafras	#135 Sassafras	9
136 Honeylocust	#136 Honeylocust	22

137 Elm (American)	#137 Elm (American)	6
138 Elm (American)	#138 Elm (American)	8
139 Elm (American)	#139 Elm (American)	8
140 Maple (Silver)	#140 Maple (Silver)	9
141 Boxelder	#141 Boxelder	9
142 Mulberry	#142 Mulberry	14
143 Tree	#143 Tree	10 Dead
144 Hackberry	#144 Hackberry	6
145 Hackberry	#145 Hackberry	11
146 Elm (American)	#146 Elm (American)	14
147 Hackberry	#147 Hackberry	12
148 Cherry (Black)	#148 Cherry (Black)	8
149 Tree	#149 Tree	23 Dead
150 Elm	#150 Elm	8
151 Maple	#151 Maple	9
152 Maple (Silver)	#152 Maple (Silver)	17
153 Elm (American)	#153 Elm (American)	6
154 Maple (Silver)	#154 Maple (Silver)	33
155 Maple (Silver)	#155 Maple (Silver)	10
156 Elm	#156 Elm	1
157 Elm (American)	#157 Elm (American)	5
158 Hackberry	#158 Hackberry	17
159 Hackberry	#159 Hackberry	12
160 Hackberry	#160 Hackberry	7
161 Tree	#161 Tree	13 Dead
162 Hackberry	#162 Hackberry	8
163 Oak	#163 Oak	17
164 Hackberry	#164 Hackberry	7
165 Tree	#165 Tree	7 Dead
166 Hackberry	#166 Hackberry	9
167 Tree	#167 Tree	9 Dead
168 Elm (American)	#168 Elm (American)	16
169 Sassafras	#169 Sassafras	13
170 Tree	#170 Tree	25 Dead
171 Cottonwood	#171 Cottonwood	30
172 Elm (American)	#172 Elm (American)	6
173 Elm (American)	#173 Elm (American)	9
174 Cherry (Black)	#174 Cherry (Black)	16
175 Elm (American)	#175 Elm (American)	8
176 Sassafras	#176 Sassafras	8
177 Boxelder	#177 Boxelder	11
178 Cherry (Black)	#178 Cherry (Black)	10
179 Elm (American)	#179 Elm (American)	9
180 Tree	#180 Tree	17 Dead
181 Shagbark Hickory	#181 Shagbark Hickory	13
182 Oak	#182 Oak	19
183 Boxelder	#183 Boxelder	9

184 Elm (American)	#184 Elm (American)	10
185 Shagbark Hickory	#185 Shagbark Hickory	13
186 Hackberry	#186 Hackberry	17
187 Cherry (Black)	#187 Cherry (Black)	16
188 Tree	#188 Tree	8 Dead
189 Elm (American)	#189 Elm (American)	14
190 Sassafras	#190 Sassafras	6
191 Persimmon	#191 Persimmon	11
192 Cherry (Black)	#192 Cherry (Black)	13
193 Cedar	#193 Cedar	10
194 Persimmon	#194 Persimmon	11
195 Cherry (Black)	#195 Cherry (Black)	21
196 Sassafras	#196 Sassafras	6
197 Cherry (Black)	#197 Cherry (Black)	21
198 Persimmon	#198 Persimmon	0
199 Tree	#199 Tree	20 Dead
200 Elm (American)	#200 Elm (American)	8
201 Hackberry	#201 Hackberry	19
202 Hackberry	#202 Hackberry	10
203 Hackberry	#203 Hackberry	9
204 Hackberry	#204 Hackberry	17
205 Sassafras	#205 Sassafras	8
206 Oak	#206 Oak	31
207 Oak	#207 Oak	17 Dead
208 Red Oak	#208 Red Oak	21
209 Boxelder	#209 Boxelder	5
210 Oak	#210 Oak	11
211 Sassafras	#211 Sassafras	0
212 Oak	#212 Oak	27
213 Sassafras	#213 Sassafras	5
214 Red Oak	#214 Red Oak	11
215 Red Oak	#215 Red Oak	22
216 Hickory	#216 Hickory	11
217 Hickory	#217 Hickory	11
218 Ash	#218 Ash	13
219 Oak	#219 Oak	14
220 Oak	#220 Oak	17
221 Oak	#221 Oak	14
222 Elm (American)	#222 Elm (American)	7
223 Persimmon	#223 Persimmon	7
224 Oak	#224 Oak	14
225 Oak	#225 Oak	19
226 Oak	#226 Oak	19
227 Persimmon	#227 Persimmon	6
228 Oak	#228 Oak	7 Dead
229 Boxelder	#229 Boxelder	7
230 White Oak	#230 White Oak	20

231 Hickory	#231 Hickory	11
232 Oak	#232 Oak	10
233 Oak	#233 Oak	22
234 Oak	#234 Oak	21 Dead
235 Sassafras	#235 Sassafras	5
236 Hickory	#236 Hickory	11
237 Hickory	#237 Hickory	5
238 Ash	#238 Ash	11
239 Tree	#239 Tree	22 Dead
240 Ash	#240 Ash	7
241 Hickory	#241 Hickory	7
242 Boxelder	#242 Boxelder	8
243 Boxelder	#243 Boxelder	9
244 Boxelder	#244 Boxelder	5
245 Hickory	#245 Hickory	7
246 Boxelder	#246 Boxelder	8
247 Red Oak	#247 Red Oak	11
248 Boxelder	#248 Boxelder	7
249 Hickory	#249 Hickory	19
250 Ash	#250 Ash	16
251 Boxelder	#251 Boxelder	7
252 Boxelder	#252 Boxelder	11
253 Hickory	#253 Hickory	6
254 Elm (American)	#254 Elm (American)	15
255 Boxelder	#255 Boxelder	7
256 Sassafras	#256 Sassafras	5
257 Boxelder	#257 Boxelder	11
258 Boxelder	#258 Boxelder	8
259 Boxelder	#259 Boxelder	8
260 Hickory	#260 Hickory	5
261 Hickory	#261 Hickory	5
262 Boxelder	#262 Boxelder	10
263 Red Oak	#263 Red Oak	18
264 Boxelder	#264 Boxelder	11
265 Boxelder	#265 Boxelder	17
266 Boxelder	#266 Boxelder	10
267 Hickory	#267 Hickory	11
268 Elm	#268 Elm	8
269 Hickory	#269 Hickory	11
270 Oak	#270 Oak	21
271 Oak	#271 Oak	18
272 Hickory	#272 Hickory	10
273 Oak	#273 Oak	13
274 Oak	#274 Oak	15
275 Elm (American)	#275 Elm (American)	7
276 Black Locust	#276 Black Locust	5
277 Boxelder	#277 Boxelder	10

278 Maple (Silver)	#278 Maple (Silver)	34
279 Elm (American)	#279 Elm (American)	6
280 Elm (American)	#280 Elm (American)	13
281 Elm (American)	#281 Elm (American)	12
282 Elm	#282 Elm	8
283 Maple	#283 Maple	31
284 Elm (American)	#284 Elm (American)	23
285 Elm (American)	#285 Elm (American)	8
286 Elm	#286 Elm	6
287 Elm (American)	#287 Elm (American)	11
288 Elm (American)	#288 Elm (American)	6
289 Elm (American)	#289 Elm (American)	6
290 Hackberry	#290 Hackberry	13
291 Elm	#291 Elm	8 Dead
292 Hackberry	#292 Hackberry	8
293 Hackberry	#293 Hackberry	8
294 Elm (American)	#294 Elm (American)	26
295 Elm (American)	#295 Elm (American)	9
296 Elm (American)	#296 Elm (American)	6
297 Elm (American)	#297 Elm (American)	9
298 Ash	#298 Ash	22
299 Elm (American)	#299 Elm (American)	7
300 Maple	#300 Maple	10
301 Maple	#301 Maple	7
302 Elm	#302 Elm	8
303 Cottonwood	#303 Cottonwood	40
304 Boxelder	#304 Boxelder	10
305 Oak	#305 Oak	14
306 Elm (American)	#306 Elm (American)	9
307 Elm (American)	#307 Elm (American)	9
308 Maple (Silver)	#308 Maple (Silver)	19
309 Elm (American)	#309 Elm (American)	11
310 Elm (American)	#310 Elm (American)	12
311 Elm (American)	#311 Elm (American)	6
312 Cottonwood	#312 Cottonwood	41
313 Elm (American)	#313 Elm (American)	8
314 Elm (American)	#314 Elm (American)	7
315 Maple (Silver)	#315 Maple (Silver)	23
316 Elm (American)	#316 Elm (American)	11
317 Maple (Silver)	#317 Maple (Silver)	22
318 Elm (American)	#318 Elm (American)	5
319 Elm (American)	#319 Elm (American)	8 Dead
320 Elm (American)	#320 Elm (American)	5
321 Elm (American)	#321 Elm (American)	8
322 Maple (Silver)	#322 Maple (Silver)	35
323 Elm (American)	#323 Elm (American)	6 Dead
324 Elm (American)	#324 Elm (American)	6

325 Elm (American)	#325 Elm (American)	7 Dead
326 Elm (American)	#326 Elm (American)	7
327 Maple	#327 Maple	10
328 Elm (American)	#328 Elm (American)	8
329 Ash	#329 Ash	16
330 Ash	#330 Ash	16
331 Ash	#331 Ash	7
332 Ash	#332 Ash	13
333 Hickory	#333 Hickory	5
334 Cherry (Black)	#334 Cherry (Black)	16
335 Eastern Redcedar	#335 Eastern Redcedar	11
336 Elm (American)	#336 Elm (American)	11
337 Elm (American)	#337 Elm (American)	7
338 Elm (American)	#338 Elm (American)	8
339 Elm (American)	#339 Elm (American)	8
340 Eastern Redcedar	#340 Eastern Redcedar	9
341 Ash	#341 Ash	11
342 Boxelder	#342 Boxelder	13
343 Boxelder	#343 Boxelder	7
344 Sweetgum	#344 Sweetgum	13
345 Elm (American)	#345 Elm (American)	22
346 Eastern Redcedar	#346 Eastern Redcedar	13
347 Walnut (Black)	#347 Walnut (Black)	18
348 Walnut	#348 Walnut	9
349 Elm (American)	#349 Elm (American)	14
350 Elm (American)	#350 Elm (American)	7
351 Elm (American)	#351 Elm (American)	24
352 Tree	#352 Tree	17 Dead
353 Walnut (Black)	#353 Walnut (Black)	7
354 Persimmon	#354 Persimmon	7
355 Walnut (Black)	#355 Walnut (Black)	8
356 Black Locust	#356 Black Locust	14
357 Persimmon	#357 Persimmon	17
358 Elm (American)	#358 Elm (American)	9
359 Hackberry	#359 Hackberry	18
360 Mulberry	#360 Mulberry	18
361 Boxelder	#361 Boxelder	15
362 Boxelder	#362 Boxelder	9
363 Black Locust	#363 Black Locust	17
364 Boxelder	#364 Boxelder	11
365 Boxelder	#365 Boxelder	7
366 Maple	#366 Maple	9
367 Black Locust	#367 Black Locust	20
368 Walnut (Black)	#368 Walnut (Black)	5
369 Black Locust	#369 Black Locust	14
370 Black Locust	#370 Black Locust	20
371 Maple (Silver)	#371 Maple (Silver)	16

372 Elm (American)	#372 Elm (American)	10
373 Elm (American)	#373 Elm (American)	12
374 Black Locust	#374 Black Locust	12
375 Walnut	#375 Walnut	12
376 Walnut	#376 Walnut	8
377 Black Locust	#377 Black Locust	16
378 Black Locust	#378 Black Locust	13
379 Hackberry	#379 Hackberry	0
380 Hackberry	#380 Hackberry	10
381 Eastern Redcedar	#381 Eastern Redcedar	14
382 Maple (Silver)	#382 Maple (Silver)	36
383 Maple (Silver)	#383 Maple (Silver)	38
384 Maple (Silver)	#384 Maple (Silver)	22
385 Eastern Redcedar	#385 Eastern Redcedar	9
386 Elm	#386 Elm	6
387 Eastern Redcedar	#387 Eastern Redcedar	10
388 Eastern Redcedar	#388 Eastern Redcedar	7
389 Eastern Redcedar	#389 Eastern Redcedar	9
390 Eastern Redcedar	#390 Eastern Redcedar	7
391 Eastern Redcedar	#391 Eastern Redcedar	8
392 Spruce	#392 Spruce	16 Dead
393 Persimmon	#393 Persimmon	13
394 Persimmon	#394 Persimmon	12
395 Eastern Redcedar	#395 Eastern Redcedar	12
396 Eastern Redcedar	#396 Eastern Redcedar	6
397 Eastern Redcedar	#397 Eastern Redcedar	11
398 Eastern Redcedar	#398 Eastern Redcedar	7
399 Eastern Redcedar	#399 Eastern Redcedar	12
400 Eastern Redcedar	#400 Eastern Redcedar	8
401 Eastern Redcedar	#401 Eastern Redcedar	8
402 Eastern Redcedar	#402 Eastern Redcedar	16
403 Boxelder	#403 Boxelder	8
404 Hackberry	#404 Hackberry	7
405 Walnut (Black)	#405 Walnut (Black)	25
406 Boxelder	#406 Boxelder	7
407 Boxelder	#407 Boxelder	9
408 Elm	#408 Elm	6
409 Hackberry	#409 Hackberry	14
410 Elm (American)	#410 Elm (American)	9
411 Elm (American)	#411 Elm (American)	11
412 Boxelder	#412 Boxelder	6
413 Elm (American)	#413 Elm (American)	7
414 Elm (American)	#414 Elm (American)	8
415 Tree	#415 Tree	21 Dead
416 Elm (American)	#416 Elm (American)	11
417 Elm (American)	#417 Elm (American)	8
418 Elm	#418 Elm	15

BILL NO. 3445

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CHESTERFIELD AMENDING SECTION 405.03.070 OF THE UNIFIED DEVELOPMENT CODE RELATING TO THE USE TABLE FOR NON-RESIDENTIAL DISTRICTS.

WHEREAS, pursuant to Chapter 89 RSMo, the City of Chesterfield (the "City") is authorized to establish zoning regulations for the City; and

WHEREAS, the City desires to amend the uses for non-residential districts; and

WHEREAS, a Public Hearing was held before the Planning Commission on May 8, 2023; and,

WHEREAS, the Planning Commission recommends approval of the following amendments; and,

WHEREAS, the Planning & Public Works Committee, having considered said request, recommended approval of the following amendments; and,

WHEREAS, the City Council, having considered said request, voted to approve the amendments to Section 405.03.070 Use Table for Non-Residential Districts of the Unified Development Code.

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

Section I: The City of Chesterfield hereby approves the updates to Section 405.03.070 Use Table for Non-Residential Districts as set out in Attachment "A" which is attached hereto and made part thereof.

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

Section III: Where this Ordinance differs or conflicts with other laws, rules or 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 IV: This ordinance shall be codified within the Municipal Code of the City of Chesterfield.

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

Passed and approved this _____ day of _____, 2023.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

FIRST READING HELD: 6/5/2023

Vickie McGownd, CITY CLERK

CITY OF CHESTERFIELD - UNIFIED DEVELOPMENT CODE

Chapter 405 - Attachment 2

Use Table for Non-Residential Districts

[CC 1990 Ch. 31, Attach 2; Ord. No. 2801, § 3 (Exh. A), 6-16-2014; Ord. No. 3034, 2-4-2019; Ord No. 3138, 2-16-2021]

Uses:	P- Permitted				C- Conditional		
	PS	AG	PC*	NB	PI*	LI	MU
USE GROUP	ZONING DISTRICTS						
<i>CIVIC</i>							
Administrative offices for educational or religious institutions		C	P	P	P	P	
Church and other places of worship		C	P	P	P	P	
Community center			P				
Correctional institution					P		
Highway department garage					P		
Historic sites, including buildings	P	P					
Library			P	P			
Natural or primitive areas and forests encompassed by the provisions of the Missouri State Forestry Law	P	P					
Parks	P	P	P	P	P	P	
Postal stations			P	P	P	P	P
Public building facility owned or leased by the City of Chesterfield			P	P	P	P	
Public safety facility	P	P	P	P	P	P	P
Railroad switching yard and tracks and associated structures					P		
Retreat center	C	C					
Sales yard operated by a church, school, or other not-for-profit organization			P		P		
Wildlife habitats, forests, conservation projects and fish hatcheries	P	P					
<i>RESIDENTIAL</i>							
Dwelling, employee	C		P		P		
Dwelling, single-family detached							
Dwellings, multi-family							
Home Occupation		P					
Group residential facility							P

*Planned districts (including but not limited to PC & PI) are governed by a site specific ordinance. The permitted and conditional uses listed in the table are available for consideration as approved by the appropriate approval body. Some uses may have additional restrictions as detailed in [Section 405.03.040](#) and/or when deemed appropriate by Planning Commission and/or City Council.

City of Chesterfield
Use Table for Non-Residential Districts

USE GROUP	ZONING DISTRICTS						
	PS	AG	PC*	NB	PI*	LI	MU
<i>PUBLIC/RECREATIONAL</i>							
Airport, public or private		C			P		
Amusement park			P				
Arena and stadium			P		P	P	
Art gallery			P				
Art studio			P				
Athletic courts and fields	P	P	P		P	P	
Auditorium			P		P	P	
Banquet facility			P				
Botanical garden	P	P	P	P			
Camping facility	C	C					
Cemetery	P	C	P	P		P	
Club		C	P	P	P		
Correctional institution					P		
Driving range	C	C			P	P	
Fairground			P		P		
Farmer's market		C	P	P	P		
Golf course	C	C			P	P	
Gymnasium			P	P	P	P	
Harbor, marina, and dock for water-borne vehicles including repair facilities and sales of fuel and supplies					P		
Helipoint-public and private					P		
Mortuary		C	P	P			
Museum			P	P			
Reading room			P	P			
Recreation facility	P	C	P	P	P	P	
Riding stable		P	P	P			
Transit transfer station			P				
Union halls and hiring halls			P		P		
Zoological garden			P				

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City of Chesterfield
Use Table for Non-Residential Districts

USE GROUP	ZONING DISTRICTS						
	PS	AG	PC*	NB	PI*	LI	MU
OFFICE							
Office-dental			P	P	P		P
Office-general			P	P	P	P	P
Office-medical			P	P	P		P
COMMERCIAL/SALES							
Aircraft sales and leasing facilities and services					P		
Automobile dealership			P				
Automotive detailing shop					P		
Automotive retail supply			P		P		
Bakery			P	P	P		
Bar			P		P		
Bowling center			P		P	P	
Brewery					P		
Brewpub			P		P		
Coffee shop			P	P			
Coffee shop, drive-thru			P				
Farming, livestock and stables. Farming includes cultivation and sale of crops, plants and domestic animals with no salesrooms		P	P		P		
Grocery-community			P				
Grocery-neighborhood			P	P			
Grocery-supercenter			P				
Motorcycle, ATV, and similar motor vehicles dealership			P		P		
Newspaper stand			P	P			
Pawnshop					P		
Plumbing, electrical, air conditioning, and heating equipment sales, warehousing and repair facility					P	P	
Recreational vehicle dealership			P		P		
Restaurant-sit down	C		P	P			
Restaurant-fast food			P	P	P		
Restaurant-take out			P	P	P	P	
Retail sales establishment-community			P				
Retail sales establishment-neighborhood			P	P			

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City of Chesterfield
Use Table for Non-Residential Districts

USE GROUP	ZONING DISTRICTS						
	PS	AG	PC*	NB	PI*	LI	MU
COMMERCIAL/SALES (continued)							
Retail sales establishment-regional			P				
Salesrooms for commercial gardens, plant nurseries, and greenhouses		C					
Tackle and bait shop			P				
SERVICE/INDUSTRIAL							
Animal grooming service			P	P	P		
Automobile storage					P		
Barber or beauty shop			P	P			
Batching plant					P		
Blacksmith shop					P		
Boat (and marine supply) storage, charter, repair, sale					P		
Broadcasting studio			P		P		
Car wash			P		P		
Car wash, industrial					P		
Car wash, self service			P		P	P	
Check cashing facility			P		P		
Commercial service facility			P	P	P	P	
Day care center			P	P	P		P
Drug store and pharmacy			P	P			
Drug store and pharmacy, with drive-thru			P				
Dry cleaning establishment			P	P	P		
Dry cleaning establishment, with drive-thru			P		P		
Dry cleaning plant					P		
Extraction & processing of raw materials from the earth and processing thereof		P			P		
Filling station and convenience store with pump stations			P		P		
Film drop-off and pick up stations			P		P		
Film processing plant			P		P		
Financial Institution, no drive-thru			P	P	P		
Financial Institution, drive-thru			P		P		
Heliport-public or private			P		P		
Hospice			P	P			

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City of Chesterfield
Use Table for Non-Residential Districts

USE GROUP	ZONING DISTRICTS						
	PS	AG	PC*	NB	PI*	LI	MU
<i>SERVICE/INDUSTRIAL (continued)</i>							
Hospital			P				P
Hotel and motel			P				
Hotel and motel-extended stay			P				
Incinerator					P		
Industrial sales, service, and storage					P	P	
Junk or salvage yard					P		
Kennel, boarding		P	P		P	P	
Kennel, private		P			P		
Laboratory-professional, scientific			P		P	P	
Laboratory							P
Laundromat			P		P		
Lumberyard					P		
Mail order sales warehouse			P		P	P	
Manufacturing, fabrication, assembly, processing, or packing except explosives or flammable gases or liquids			P		P	P	
Meat packing facility					P		
Motorcycle, ATV, and similar motor vehicles storage					P		
Nursing home			P				
Oil change facility			P		P		
Parking area (stand-alone), including garages, for automobiles. Not including sales or storage of damaged vehicles for more than 72 hours			P	P	P		P
Professional and technical service facility			P	P	P	P	
Recreational vehicle storage					P		
Research laboratory & facility			P		P		P
Self-storage facility			P		P	P	
Sheet metal shop					P		
Shooting range, indoor					P		
Shooting range, outdoor					P		
Steel mill, foundry, and smelter					P		
Substance abuse facility-outpatient					P		P
Substance abuse facility-inpatient					P		P

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City of Chesterfield
Use Table for Non-Residential Districts

USE GROUP	ZONING DISTRICTS						
	PS	AG	PC*	NB	PI*	LI	MU
<i>SERVICE/INDUSTRIAL (continued)</i>							
Sulphur, cement, or rubber reclamation plants					P		
Tattoo parlor/body piercing studio			P				
Theatre, indoor			P				
Theatre, outdoor			P				
Tow yard					P		
Transit storage yard					P		
Transit transfer station and terminals for trucks, buses, railroads, watercraft or other modes of public transportation					P		
Trucks, trailers, construction equipment, and agricultural equipment outdoor storage					P		
Trucks, trailers, construction equipment, agricultural equipment sales, rental, and leasing					P		
Vehicle repair and service facility			P		P		
Veterinary clinic		P	P	P	P		
Warehouse, general			P		P	P	
Warehouse, wholesale or storage of live animals, explosives, or flammable gases and liquids					P		
Welding shop, sheet metal, and blacksmith shop					P		
Yard for storage of contractors' equipment, materials and supplies					P		
<i>EDUCATIONAL</i>							
College/university			P				P
Kindergarten or nursery school			P				
Specialized private school			P		P		P
Vocational school			P		P		P
Vocational school with outdoor training			P		P	P	

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City of Chesterfield
Use Table for Non-Residential Districts

USE GROUP	ZONING DISTRICTS						
	PS	AG	PC*	NB	PI*	LI	MU
ADULT USES							
Adult bookstore			P		P		
Adult entertainment business or establishment			P		P		
Adult entertainment facility			P		P		
Adult motion picture theatre			P		P		
Bathhouse			P		P		
Massage parlor			P		P		
Modeling studio			P		P		
Specific sexual activities			P		P		
UTILITIES							
Device for energy generation		P	P	P	P	C	C
Individual sewage treatment facility		P	P		P		
Public utility facility	P	P	P	P	P	P	P
Public facilities over 60 ft. in height		C	P	P	P	P	P
Public utility transmission and distribution lines and pipelines, underground and aboveground, including booster stations	C	C	C	C	C	C	C
Radio, television, and communication transmitting, receiving, or relay towers and facilities		C					
Sanitary landfill					P		
Sewage treatment facilities, other than facilities permitted as an accessory use	C						
Sewage system					P		
Solid waste, compost facility					P		
Solid waste, facility					P		
Solid waste, transfer facility					P		
Telecommunications structure		P	P	P	P	P	
Telecommunications tower or facility		P	P	P	P	C	

*Planned districts (including but not limited to PC & PI) are governed by a site specific ordinance. The permitted and conditional uses listed in the table are available for consideration as approved by the appropriate approval body. Some uses may have additional restrictions as detailed in [Section 405.03.040](#) and/or when deemed appropriate by Planning Commission and/or City Council.

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

JW

Date: June 06, 2023

RE: **P.Z. 02-2023 City of Chesterfield (Unified Development Code – Article 2 & 4)**: An ordinance amending Article 2 and Article 4 of the Unified Development Code to do modification in Improvements Installed or Guaranteed and Stormwater Standards.

Summary

The request is to amend the City of Chesterfield Unified Development Code Article 2 and Article 4. The Unified Development Code Article 2, Section 405.02.120 Improvements Installed or Guaranteed codifies the required guarantees of improvements associated with the subdivision process. Article 4 Section 405.04.120 includes the language for stormwater management that is managed by City of Chesterfield but is primarily the responsibility of the Metropolitan St. Louis Sewer District (MSD). An exception is the levee protected area, where the Monarch Chesterfield Levee District has assumed many of these responsibilities from MSD via a Memorandum of Understanding (MOU). The City recently updated the MOU between the City and the Levee District which reflects the role the City plays in the management of stormwater within Chesterfield Valley. The code (Article 4 stormwater) revisions are recommended to update the stormwater standards based on the recently signed MOU between the City and Monarch Chesterfield Levee District (MCLD).

A Public Hearing was held on May 08, 2023 for this petition; there were no issues raised.

The petition was reviewed by Planning Commission on May 08, 2023. Planning Commission approved this petition, with one amendment, by a vote of 8 to 0.

On May 18, 2023, the petition was brought before the Planning & Public Works Committee. The Committee approved the project as presented by vote of 4 to 0.

Attachments: Legislation

BILL NO. 3447

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CHESTERFIELD AMENDING SECTION 405.02.120.A AND SECTION 405.04.120 OF THE MUNICIPAL CODE PERTAINING TO STORMWATER GUARANTEES AND STORMWATER REQUIREMENTS.

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 regulations and requirements pertaining to MSD escrow and stormwater standards; and,

WHEREAS, a Public Hearing was held before the Planning Commission on May 8, 2023; and,

WHEREAS, the Planning Commission recommends approval of the following amendments; and,

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

WHEREAS, the City Council, having considered said request, voted to approve the change to the Unified Development Code Section 405.02.120.A and Section 405.04.120.

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

Section 1. Section 405.02.120.A of the City of Chesterfield Municipal Code shall be repealed and replaced as follows:

Section 405.02.120 **Improvements Installed Or Guaranteed.**

A. Completion Guarantee By Developer. After the improvement plans have been substantially completed 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 Director of Planning, 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 Director of Planning and the City Attorney.
3. For plats approved after the effective date of this UDC, no guarantee or deposit is required with the City for sanitary and storm sewers within the jurisdiction of MSD if MSD confirms that its requirements for assurance of completion are satisfied. This provision shall not affect the intent or enforcement of any existing guarantee, escrow or renewal, extension or replacement thereof.
4. The Director of Planning 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. Following approval of the guarantee or deposit, the Director of Planning shall administer the guarantee in accordance with RSMo 89.410 and City Code including replacement of such agreements and guarantees.
6. 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.

7. 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.

Section 2. Section 405.04.120.A of the City of Chesterfield Municipal Code shall be repealed and replaced as follows:

Section 405.04.120 **Stormwater Standards.**

A. General.

1. The purpose of this Section is to provide standards and regulations governing land development in order to reduce or prevent flooding and at the same time minimize damage to real property.
2. During the construction phase of development, facilities shall be provided to prevent erosion and siltation in accordance with the City's Sediment and Erosion Control Manual.
3. The City of Chesterfield hereby adopts by reference The Metropolitan St. Louis Sewer District (MSD) Rules and Regulations and Engineering Design Requirements for Sanitary Sewer and Stormwater Drainage Facilities, February 1, 2018. The City of Chesterfield, unless otherwise acted upon, shall adopt by reference any changes made by MSD to the standards effective as of February 1, 2018.
4. Ability To Waive Requirements. The Director of Public Works is empowered to grant exceptions to the stormwater standards on a case-by-case basis when specific requirements are onerous and inappropriate for a particular development.
5. In addition to the standards as promulgated by MSD, the City of Chesterfield hereby supplements those standards which will be added to and effective in the City of Chesterfield as of the new MSD standards and shall read as follows:

a. General.

- (1) Compacted granular backfill is required within trenches located in the right-of-way and adjacent areas. (This includes sidewalks that are installed on easements adjacent to the right-of-way.)
- (2) Siltation control measures are to be designed, constructed and maintained until adequate vegetation is established to prevent erosion.
- (3) The adequacy of any existing downstream storm sewer system is to be verified and upgraded, if necessary.

b. Design Criteria.

- (1) Pavement under drains are to be installed the full width of the pavement at all curb inlets.

c. Detention.

- (1) When developments are within sites served by local and regional detention facilities, the City may require an analysis of downstream effects and compliance with detention requirements at time of development for areas served by regional-type detention basins which were installed previously.

d. Stormwater in Chesterfield Valley

- (1) Stormwater in Chesterfield Valley is subject to review and approval by the City of Chesterfield for compliance with the Chesterfield Valley Master Stormwater Plan.
- (2) The Director of Public Works shall maintain a copy of the Chesterfield Valley Master Stormwater Plan in his/her office and make it available at all times hereafter.
- (3) Stormwater in Chesterfield Valley is subject to review and approval by MSD and the Monarch Chesterfield Levee District in accordance with the Intergovernmental Cooperation Agreement between MSD and MCLD.
- (4) Construction of required storm water improvements per the Chesterfield Valley Master Storm Water Plan shall occur with development and developers shall coordinate with the owners of the properties affected by construction of the required improvements. In the event that the ultimate required improvements cannot be constructed concurrently with a

development, the developer shall provide interim drainage facilities and establish sufficient escrows as guarantee of future construction of the required improvements, including removal of interim facilities. Interim facilities shall be sized to handle runoff from the 100-year, 24-hour storm event as produced by the Master Storm Water Plan model. The interim facilities shall provide positive drainage and may include a temporary pump station, if necessary, to achieve positive drainage. Interim facilities shall be removed promptly after the permanent storm water improvements are constructed.

- (5) Alternate geometry, size and/or type of storm water improvements that are functionally equivalent to the required improvements per the Chesterfield Valley Master Storm Water Plan may be proposed. Functional equivalence is said to be achieved when, as determined by the Director of Public Works, the alternate proposal provides the same hydraulic function, connectivity, and system-wide benefits without adversely affecting any of the following: water surface profiles at any location outside the development; future capital expenditures; maintenance obligations; equipment needs; frequency of maintenance; and probability of malfunction. The City will consider, but is not obligated to accept, alternate plans. If the Director of Public Works determines that a proposed alternative may be functionally equivalent to the Chesterfield Valley Master Storm Water Plan improvements, hydraulic routing calculations will be performed to make a final determination of functional equivalence. The Director will consider proposals for alternate improvements, but is not obligated to have the hydraulic analysis performed if any of the other criteria regarding functional equivalence will not be met. The hydraulic routing calculations regarding functional equivalence may be performed by a consultant retained by the City of Chesterfield. All costs related to consideration of an alternate proposal, which shall include any costs related to work performed by the City's consultant, shall be reimbursed to the City.
- (6) All necessary Chesterfield Valley Storm Water Easements shall be provided to accommodate future construction of the Chesterfield Valley Master Storm Water Plan improvements, and any and all Chesterfield Valley Master Storm Water Plan improvements shall be depicted on the Site Development Plan(s) and Improvement Plans.

- (7) Maintenance of the required storm water improvements shall be the responsibility of the property owner unless the improvement is accepted by another agency for maintenance.
- (8) All Chesterfield Valley Master Storm Water Plan improvements, as applicable, shall be operational prior to the paving of any driveways or parking areas unless otherwise approved.
- (9) As-built plans for Chesterfield Valley Master Stormwater Plan improvements shall be submitted to the City and the Monarch Chesterfield Levee District for review and approval.

e. Floodplain

- (1) All requirements of Article 5, Flood Damage Prevention are incorporated herein, as may be revised from time to time.

f. Easements

- (1) Easements for stormwater improvements shall be provided as required by MSD, MCLD, and the City of Chesterfield.

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

Section 4. The City Council, pursuant to the petition filed by the City of Chesterfield, in P.Z. 02-2023, requesting the amendment in Article 2 and Article 4 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 8th day of May, 2023, 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 5. 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 6. This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2023.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 06/05/2023

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: June 20, 2023

RE: **P.Z. 04-2023 Damian Kroenung Estate:** A request for an ordinance amendment to the existing “PI” Planned Industrial District to a new “PI” Planned Industrial District for 7.1 acres located on the south side of Edison Avenue (17V310081).

Summary

The Edison Partners, LLC has submitted a request for an ordinance amendment to the existing “PI” Planned Industrial District to a new “PI” Planned Industrial District to modify the existing setbacks and building square feet requirements. There is no change requested to the existing permitted uses. The site is governed by ordinance 2124 that was approved in 2004. Staff has updated the permitted uses (that was approved with ordinance 2124) in the Attachment A to reflect the current use terms defined in the PI District of City of Chesterfield Unified Development Code.

A Public Hearing was held on April 24, 2023 for this petition; there were no issues raised.

The petition was reviewed by Planning Commission on May 22, 2023. Planning Commission approved this petition, with one amendment to remove Car Wash, Car Wash- Industrial, Car Wash-self service, Film processing plants, and Golf course uses from the permitted uses in the ordinance, by a vote of 7 to 0.

On June 8, 2023, the petition was brought before the Planning & Public Works Committee. A motion was made to approve the project with one amendment. The amendment was to remove gate from the third access located on the east. Motion to approve the project with one amendment passed by a vote of 3-0.

Since then, applicant has revised their Preliminary Development Plan to show the proposed changes requested by Planning and Public Works Committee.

Attachments: Legislation
Attachment A.
Attachment B – Preliminary Development Plan



Figure 1: Subject Site

BILL NO. 3450

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE ORDINANCE OF THE EXISTING “PI” PLANNED INDUSTRIAL DISTRICT TO A NEW “PI” PLANNED INDUSTRIAL DISTRICT FOR A 7.1 ACRE TRACT OF LAND LOCATED ON THE SOUTH SIDE OF EDISON AVENUE [P.Z. 04-2023 DAMIAN KROENUNG ESTATE, 17V310081].

WHEREAS, the petitioner, Edison Partners, LLC, has requested a change in ordinance 2124 of the existing “PI” Planned Industrial District to a new “PI” Planned Industrial District for a 7.1 acre tract of land located on the south side of Edison Avenue; and,

WHEREAS, a Public Hearing was held before the Planning Commission on April 24, 2023; and,

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

WHEREAS, the Planning and Public Works Committee, having considered said request, recommended approval of the change of ordinance, with amendment, by a vote of 3-0; and,

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

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

Section 1. City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing a new “PI” Planned Industrial District designation for a 7.1 acre tract of land located on the south side of Edison Avenue as described as follows:

A TRACK OF LAND BEING PART OF LOT 5 OF DAMIAN KROENUNG ESTATE PARTITION, IN U.S. SURVEY 150, TOWNSHIP 45 NORTH, RANGE 3 EAST, CITY OF CHESTERFIELD. ST. LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF LOT 1 OF "SPIRIT TRADE CENTER PLAT ONE", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 320 PAGES 44-45 OF THE ST. LOUIS COUNTY RECORDS WITH THE SOUTH RIGHT OF WAY LINE OF EDISON AVENUE (40 FEET WIDE), AS DEDICATED BY THE INSTRUMENT RECORDED IN PLAT BOOK 342 PAGE 49 OF SAID RECORDS; THENCE ALONG SAID WEST LINE OF LOT 1, SOUTH 11 DEGREES 14 MINUTES 12 SECONDS EAST 420.26 FEET TO THE NORTH LINE OF PROPERTY CONVEYED TO ST. LOUIS COUNTY ACCORDING TO THE INSTRUMENT RECORDED IN DEED BOOK 9017 PAGE 2488 OF SAID RECORDS; THENCE ALONG SAID NORTH LINE, SOUTH 69 DEGREES 38 MINUTES 20 SECONDS WEST 704.18 FEET TO THE EAST LINE OF "ST. LOUIS AIR PARK", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 107 PAGE 42 OF SAID RECORDS; THENCE ALONG SAID EAST LINE OF "ST. LOUIS AIR PARK", NORTH 11 DEGREES 13 MINUTES 24 SECONDS WEST 426.37 FEET TO THE AFORESAID SOUTH RIGHT OF WAY LINE OF EDISON AVENUE (40 FEET WIDE); THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF EDISON AVENUE (40 FEET WIDE) THE FOLLOWING COURSES AND DISTANCES: NORTH 78 DEGREES 20 MINUTES 33 SECONDS EAST 1.53 FEET; ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS NORTH 11 DEGREES 39 MINUTES 27 SECONDS WEST 401.97 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 210.55 FEET; ALONG A REVERSE CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 41 DEGREES 40 MINUTES 08 SECONDS EAST 361.97 FEET FROM THE LAST-MENTIONED POINT, AN ARC DISTANCE OF 191.90 FEET; AND NORTH 78 DEGREES 42 MINUTES 24 SECONDS EAST. AREA OF TRACT: 310,261.5 SQ. FT. OR 7.1 ACRES, MORE OR LESS 310.00 FEET TO THE POINT OF BEGINNING.

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 Edison Partners, LLC, in P.Z. 04-2023, requesting the ordinance 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 24th day of April, 2023, 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 _____, 2023.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 06/20/2023

ATTACHMENT A

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

I. SPECIFIC CRITERIA

A. PERMITTED USES

1. The uses allowed in this PI District shall be:
 - a. Automobile dealership
 - b. Automobile storage
 - c. Broadcasting studio
 - d. Churches
 - e. Clubs
 - f. Dry cleaning establishment
 - g. Dry cleaning establishment with drive-thru
 - h. Dry cleaning plant
 - i. Financial Institution Drive-thru
 - j. Gymnasium,
 - k. Laundromat
 - l. Mail order sale warehouses.
 - m. Manufacturing, fabrication, assembly, processing or packaging except explosives or flammable gases or liquids.
 - n. Office – General
 - o. Office -Dental,
 - p. Office- medical
 - q. Plumbing, electrical, air conditioning, and heating equipment sales, warehousing and repair facilities.

- r. Professional and technical service facility
 - s. Research laboratory & Facility
 - t. Trucks, trailers, construction equipment, agricultural equipment sales, rental, and leasing
 - u. Trucks, trailers, construction equipment, and agricultural equipment outdoor storage
 - v. Vehicle repair and service facility
 - w. Warehouse general
2. The following uses in the "PI" Planned Industrial District shall be ancillary uses:
- a. Day care center
 - b. Parking areas, including garages, for automobiles, but not including any sales of automobiles, or the storage of wrecked or otherwise damaged and immobilized automotive vehicles for a period in excess of seventy-two (72) hours.

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

1. The uses permitted within this "PI" Planned Industrial District shall be contained in a maximum of one (1) building.
2. Floor Area
 - a. Total building floor area shall not exceed 100,000 square feet.
3. Height
 - a. The maximum height of the building, exclusive of roof screening, shall not exceed forty (40) feet.
4. Building Requirements
 - a. A minimum of thirty-five (35) percent openspace is required for each lot within this development.

C. SETBACKS

1. Structure Setbacks

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

- a. Ninety (90) feet from the right-of-way of Edison Avenue on the north boundary of the Planned Industrial (PI) District.
- b. Fifty (50) feet from the eastern boundary of the PI District.
- c. One hundred thirty (130) feet from the southern boundary of the PI District.
- d. Seventy (70) feet from the western boundary of the PI District.

2. Parking Setbacks

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

- a. Thirty (30) feet from the right-of-way of Edison Avenue on the north boundary of the Planned Industrial (PI) District.
- b. Ten (10) feet from the eastern boundary of the PI District.
- c. Fifteen (15) feet from the southern boundary of the PI District.
- d. Twenty five (25) feet from the western boundary of the PI District.

D. PARKING AND LOADING REQUIREMENTS

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

E. LANDSCAPE AND TREE REQUIREMENTS

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

F. SIGN REQUIREMENTS

1. Signs shall be permitted in accordance with the regulations of the City of Chesterfield Code or a Sign Package may be submitted for the planned district. Sign Packages shall adhere to the City Code and are reviewed and approved by the City of Chesterfield Planning Commission.

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

G. LIGHT REQUIREMENTS

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

H. ARCHITECTURAL

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

I. ACCESS/ACCESS MANAGEMENT

1. Access to the Development shall be as shown on the Preliminary Site Plan and adequate driveway spacing and sight distance shall be provided, as directed by the City of Chesterfield.
2. If adequate sight distance cannot be provided at the access location(s), acquisition of right-of-way, reconstruction of pavement and other off-site improvements may be required to provide the required sight distance as required by the City of Chesterfield.
3. Access to Edison Avenue shall be limited to two (2) full access entrances. One (1) entrance shall be aligned with Cepi Drive.

J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

1. Any request to install a gate at the entrance to this development must be approved by the City of Chesterfield. No gate installation will be permitted on public right-of-way.
2. If a gate is installed on a street in this development, the streets within the development, or that portion of the development that is gated, shall be private and remain private forever.

3. Obtain approvals from the City of Chesterfield and other entities as necessary for locations of proposed curb cuts and access points, areas of new dedication, and roadway improvements.
4. Additional right-of-way and road improvements shall be provided, as required by the City of Chesterfield.
5. Provide a special cash escrow for future widening of Edison Avenue. Specifically provide for construction of a seven (7) foot wide concrete shoulder along the entire Edison Avenue property frontage. Based on the current roadway alignment, the widening will occur within the existing right-of-way on the north side of the existing pavement.
6. Provide and/or maintain positive roadside drainage along the entire Edison Avenue property frontage to ensure adequate stormwater drainage from the roadway.

K. TRAFFIC STUDY

1. Provide a traffic study as directed by the City of Chesterfield. The scope of the study shall include internal and external circulation and may be limited to site specific impacts, such as the need for additional lanes, entrance configuration, geometrics, sight distance, traffic signal modifications or other improvements required, as long as the density of the proposed development falls within the parameters of the City's traffic model. Should the density be other than the density assumed in the model, regional issues shall be addressed as directed by the City of Chesterfield.
2. Provide a sight distance evaluation report, as required by the City of Chesterfield, for the proposed entrance onto **Edison Avenue**. If adequate sight distance cannot be provided at the access location, acquisition of right-of-way, reconstruction of pavement, including correction to the vertical alignment, and/or other off-site improvements shall be required, as directed by the City of Chesterfield.

L. POWER OF REVIEW

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

M. STORM WATER

1. The site shall provide for the positive drainage of storm water and it shall be discharged at an adequate natural discharge point or connected to an adequate piped system.

2. Detention/retention and channel protection measures are to be provided in each watershed as required by the City of Chesterfield. The storm water management facilities shall be operational prior to paving of any driveways or parking areas in non-residential development or issuance of building permits exceeding sixty percent (60%) of approved dwelling units in each plat, watershed or phase of residential developments. The location and types of storm water management facilities shall be identified on the Site Development Plan(s).
3. Emergency overflow drainage ways to accommodate runoff from the 100-year storm event shall be provided for all storm sewers, as directed by the City of Chesterfield.
4. Offsite storm water shall be picked up and piped to an adequate natural discharge point. Such bypass systems must be adequately designed.
5. Locations of site features such as lakes and detention ponds must be approved by the City of Chesterfield, the Metropolitan Saint Louis Sewer District, and Monarch Chesterfield Levee District.

N. SANITARY SEWER

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

O. GEOTECHNICAL REPORT

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

P. MISCELLANEOUS

1. All utilities will be installed underground.
2. An opportunity for recycling will be provided.
3. Road improvements and right-of-way dedication shall be completed prior to the issuance of an occupancy permit. If development phasing is anticipated, the developer shall complete road improvements, right-of-way dedication, and access requirements for each phase of development as directed by the City of Chesterfield and Saint Louis County Department of Highways. Delays due to

utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.

4. Retaining walls along public right of way shall be private and remain private forever and shall be located such that it is not necessary to support any public improvements.
5. If any development in, or alteration of, the floodplain is proposed, the developer shall submit a Floodplain Study and Floodplain Development Permit/Application to the City of Chesterfield for approval. The Floodplain Study must be approved by the City of Chesterfield prior to the approval of the Site Development Plan, as directed. The Floodplain Development Permit must be approved prior to the approval of a grading permit or improvement plans. If any change in the location of the Special Flood Hazard Area is proposed, the Developer shall be required to obtain a Letter of Map Revision (LOMR) from the Federal Emergency Management Agency (FEMA). The LOMR must be issued by FEMA prior to the final release of any escrow held by the City of Chesterfield for improvements in the development. Elevation Certificates will be required for any structures within the Special Flood Hazard Area or the Supplemental Protection Area. All new roads within and adjacent to this site shall be constructed at least one (1) foot above the base flood elevation of the Special Flood Hazard Area. Improvements to existing roadways shall be required as necessary to provide at least one (1) access route to each lot that is at least one (1) foot above the base flood elevation. Consult Article 5 of the Unified Development Code for specific requirements for specific requirements.

II. GENERAL CRITERIA

A. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS

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

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

6. Provide Floor Area Ratio (F.A.R.).
7. A note indicating all utilities will be installed underground.
8. A note indicating signage approval is a separate process.
9. Depict the location of all buildings, size, including height and distance from adjacent property lines, and proposed use.
10. Specific structure and parking setbacks along all roadways and property lines.
11. Indicate location of all existing and proposed freestanding monument signs.
12. Zoning district lines, subdivision name, lot number, dimensions, and area, and zoning of adjacent parcels where different than site.
13. Floodplain boundaries.
14. Depict existing and proposed improvements within 150 feet of the site as directed. Improvements include, but are not limited to, roadways, driveways and walkways adjacent to and across the street from the site, significant natural features, such as wooded areas and rock formations, and other karst features that are to remain or be removed.
15. Depict all existing and proposed easements and rights-of-way within 150 feet of the site and all existing or proposed off-site easements and rights-of-way required for proposed improvements.
16. Indicate the location of the proposed storm sewers, detention basins, sanitary sewers and connection(s) to the existing systems.
17. Depict existing and proposed contours at intervals of not more than one (1) foot, and extending 150 feet beyond the limits of the site as directed.
18. Address trees and landscaping in accordance with the City of Chesterfield Code.
19. Comply with all preliminary plat requirements of the City of Chesterfield Subdivision Regulations per the City of Chesterfield Code.
20. Signed and sealed in conformance with the State of Missouri Department of Economic Development, Division of Professional Registration, Missouri Board for Architects, Professional Engineers and Land Surveyors requirements.

21. Provide comments/approvals from the appropriate Fire District, Monarch Levee District, Spirit of St. Louis Airport, Metropolitan St. Louis Sewer District (MSD) and the Missouri Department of Transportation.
22. Compliance with Sky Exposure Plane.
23. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

III. TRUST FUND CONTRIBUTION

The developer shall be required to contribute a Traffic Generation Assessment (TGA) to the Chesterfield Valley Trust Fund (No. 556). This contribution shall not exceed an amount established by multiplying the required parking spaces by the following rate schedule. If development phasing is anticipated, the developer shall provide the traffic generation assessment contribution prior to issuance of building permits for each phase of development.

A. ROADS

The roadway improvement contribution is based on land and building use. The amount of the developer's contribution to this fund shall be computed based on the following:

<u>Type of Development</u>	<u>Required Contribution</u>
Warehouse	\$1,230.36/parking space
General Retail	\$2,636.43/parking space
General Office	\$878.76 /parking space

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

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

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

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

As this development is located within a trust fund area established by Saint Louis County, any portion of the traffic generation assessment contribution which

remains following completion of road improvements required by the development shall be retained in the appropriate trust fund.

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

The amount of all required contributions for the roadway, storm water and primary water line improvements, if not submitted by January 1, 2024 shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accordance with the construction cost index as determined by the Saint Louis County Department of Transportation.

B. WATER MAIN

The primary water line contribution is based on gross acreage of the development land area. The contribution shall be a sum of \$1,060.35 per acre for the total area as approved on the Site Development Plan to be used solely to help defray the cost of constructing the primary water line serving the Chesterfield Valley area.

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

C. STORM WATER

The storm water contribution is based on gross acreage of the development land area. These funds are necessary to help defray the cost of engineering and construction improvements for the collection and disposal of storm water from the Chesterfield Valley in accordance with the Master Plan on file with and jointly approved by Saint Louis County and the Metropolitan Saint Louis Sewer District. The amount of the storm water contribution will be computed based on \$3,364.25 per acre for the total area as approved on the Site Development Plan.

The storm water contributions to the Trust Fund shall be deposited with the Saint Louis County Department of Transportation. The deposit shall be made prior to the issuance of a Special Use Permit (S.U.P.) by Saint Louis County Department

of Transportation or prior to the issuance of building permits in the case where no Special Use Permit is required. Funds shall be payable to Treasurer, Saint Louis County.

D. SANITARY SEWER

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

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

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

IV. RECORDING

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

V. ENFORCEMENT

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

PROJECT DESCRIPTION

FOR A

70,000 SF New Distribution Warehouse
17970 Edison Avenue, Chesterfield, MO

FOR

Edison Partners, LLC

PREPARED BY:



February 20th, 2023
Revised – March 20th, 2023
Revised – April 14, 2023

BUILDING OVERVIEW

The warehouse distribution center shall include the items below as well as MEP/FP systems to support the future 25,000 SF addition.

Site and Building Information:

- Total Site Area: 7.12 acres
 - Total Building Area: **70,000 SF (current) + 26,250 SF (future) = 96,250 GSF**
 - Total Warehouse Area: 61,800 SF
 - Total Office, Break Room & Restroom Area: 8,200 SF
 - Total Future Expansion Area: **26,250 SF**
 - **Floor Area Ratio = 96,250 SF / 230,868 SF = 0.41**
 - **Maximum Height (top of parapet) = 36'-0" Above Finished Floor**
 - **Open Space: 35%**
 - **Parking Setbacks: North (30'), East (10'), South (15'), West (25')**
 - **Building Setbacks: North (90'), East (50'), South (130'), West (70')**
1. MEP/FP design and construction of the facility. Edison Partners will provide civil, structural and architectural design services.
 2. Warehouse Clear Height: 24'-0" AFF
 3. Reinforced concrete foundations, floor slabs, tilt panels and curbs as necessary.
 4. Structural steel beams, square tube columns, X-bracing, bar joists, joist girders, and angle shall be provided for the roof framing in accordance with all applicable code requirements.
 5. A single ply 45 mil mechanically attached white TPO roof membrane with manufacturer's 15-year warranty will be provided throughout. The membrane will cover 3.5" thick polyisocyanurate insulation on 1-1/2" 22 ga roof deck. Ensure roof meets applicable codes due to proximity of local airport.
 6. The underside of roof deck shall be painted with an off-white primer by the deck manufacturer.
 7. Eight (8) manually operated overhead sectional doors shall be provided at the warehouse truck docks along with dock levelers and seals.
 8. A complete heating/ ventilation system for the winter heating and summer ventilation of warehouse areas utilizing a roof mounted gas fired make-up air unit and roof mounted up-blast exhaust fan. Provide six (6) Big Ass Fans – Powerfoil D (16'-0" diameter).
 9. A complete building domestic water and sanitary sewer plumbing system shall be provided to serve all floor drains, hose bibs and condensate drains. All office plumbing shall be provided as well. Provide "rough-ins" for future interior buildout as noted on plans.
 10. A complete hydraulically calculated ESFR overhead fire protection system shall be provided throughout the warehouse. A flow test has not been performed at this time. Please include an allowance for a fire pump should it be required.

11. A complete electric power & lighting system shall be provided throughout the building. The interior of the facility shall be lighted to the average foot candles listed below at 36" AFF with 2'x4' High Bay LED fixtures. Exterior lighting shall be LED wall packs with emergency ballast.
- | | | |
|----|--------------------|---------------|
| a. | Warehouse | 30 FC |
| b. | Dock | 30 FC |
| c. | Truck Dock Apron | 1 FC |
| d. | Building perimeter | .5 FC Average |
| e. | Car parking | 2 FC Average |

PROPOSED CHANGES TO:

(proposed changes are in red text)

BILL NO. 2302, ORDINANCE NO. 2124 (APPROVED 9/20/2004)

Section II. FLOOR AREA, HEIGHT AND BUILDING REQUIREMENTS (page 2-3)

1. The uses permitted within this "PI" Planned Industrial District shall be contained in a maximum of **one (1) building**.
2. Building height shall not exceed **40 feet above finish floor**.
3. Gross floor area constructed for the **one (1) building** shall not exceed **100,000** square feet. The square footage constructed shall be based on the development's ability to comply with the parking and stormwater regulations of the City of Chesterfield.

Section VII. SPECIFIC CRITERIA (page 6-7)

A. Structure Setbacks

No building or structure, other than boundary walls, retaining walls, signs, light standards, flagpoles or fences, shall be located within the following setbacks:

1. Ninety (90) feet from the right-of-way of Edison Avenue.
2. **Fifty (50)** feet from the eastern boundary of the total tract.
3. **One hundred thirty (130)** feet from the southern boundary of the total tract.
4. **Seventy (70)** feet from the western boundary of the total tract.
5. Deleted
6. Deleted

D. Access

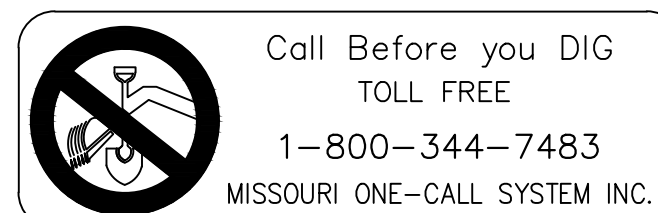
1. **Access to Edison Avenue shall be limited to two full access entrances. One entrance shall be aligned with Cepi Drive.**

LEGEND

EXISTING		PROPOSED
	UTILITY POLE	
	GUY WIRE	
	LIGHT STANDARD	
	ELECTRIC BOX	
	ELECTRIC METER	
	ELECTRIC MANHOLE	
	OVERHEAD ELECTRIC LINE	
	UNDERGROUND ELECTRIC LINE	
	TELEPHONE BOX	
	TELEPHONE MANHOLE	
	UNDERGROUND TELEPHONE LINE	
	FIRE HYDRANT	
	WATER METER	
	WATER VALVE	
	WATER MANHOLE	
	WATER LINE	
	GAS METER	
	GAS VALVE	
	GAS DRIP	
	GAS LINE	
	STREET SIGN	
	BOLLARD OR POST	
	MAILBOX	
	SANITARY SEWER	
	STORM SEWER	
	STORM DRAIN GRATE INLET	
	STORM DRAIN AREA INLET	
	STORM DRAIN MANHOLE	
	SANITARY SEWER MANHOLE	
	FLARED END SECTION	
	FENCE: CHAIN LINK OR WIRE	
	FENCE: WOOD CONSTRUCTION	
	GUARDRAIL	
	MINOR CONTOUR INTERVAL	
	MAJOR CONTOUR INTERVAL	
	SPOT ELEVATION	
	BUSH OR SHRUB	
	TREE W/APPROXIMATE DIAMETER SIZE	
	FOUND SURVEY MONUMENT AS NOTED	
	SET SURVEY MONUMENT AS NOTED	
	CLEAN-OUT/DOWN-SPOUT	
	SWALE	
	UTILITY EASEMENT	

ABBREVIATIONS

ADS - ADVANCED DRAINAGE SYSTEMS, INC.	N.T.S. - NOT TO SCALE
ATG - ADJUST TO GRADE	O.C. - ON CENTER
B.M. - BENCHMARK	PAVT. - PAVEMENT
C.I. - CURB INLET	P.C. - PORTLAND CEMENT
C.O. - CLEAN OUT	PCC - PRECAST CONCRETE
CMP - CORRUGATED METAL PIPE	P.S.I. - POUNDS/SQUARE INCH
CONC. - CONCRETE	PROP. - PROPOSED
C.Y. - CUBIC YARDS	P.U.M.I. - PRIVATE UNDER MSD INSPECTION
D.C.I. - DOUBLE CURB INLET	R.C. - REINFORCED CONCRETE
DIP - DUCTILE IRON PIPE	R.R. - RAIL ROAD
DIA. - DIAMETER	RCP - REINFORCED CONCRETE PIPE
DS - DOWNSPOUT	S.F. - SQUARE FOOT
ELEV. - ELEVATION	S.Y. - SQUARE YARD
EX - EXISTING	SAN - SANITARY
FD - FLOOR DRAIN	SCH - SCHEDULE
FF - FINISH FLOOR	SWPPP - STORM WATER POLLUTION
FL - FLOW LINE	TBA - TO BE ABANDONED
G.I. - GRATE INLET	TBR - TO BE REMOVED
GAL. - GALLON	TYP. - TYPICAL
H.G. - HYDRAULIC GRADE	UIP - USE IN PLACE
HYD - HYDRANT	VCP - VITRIFIED CLAY PIPE
MAX - MAXIMUM	YD - YARD DRAIN
MH - MANHOLE	WV - WATER VALVE
MIN - MINIMUM	

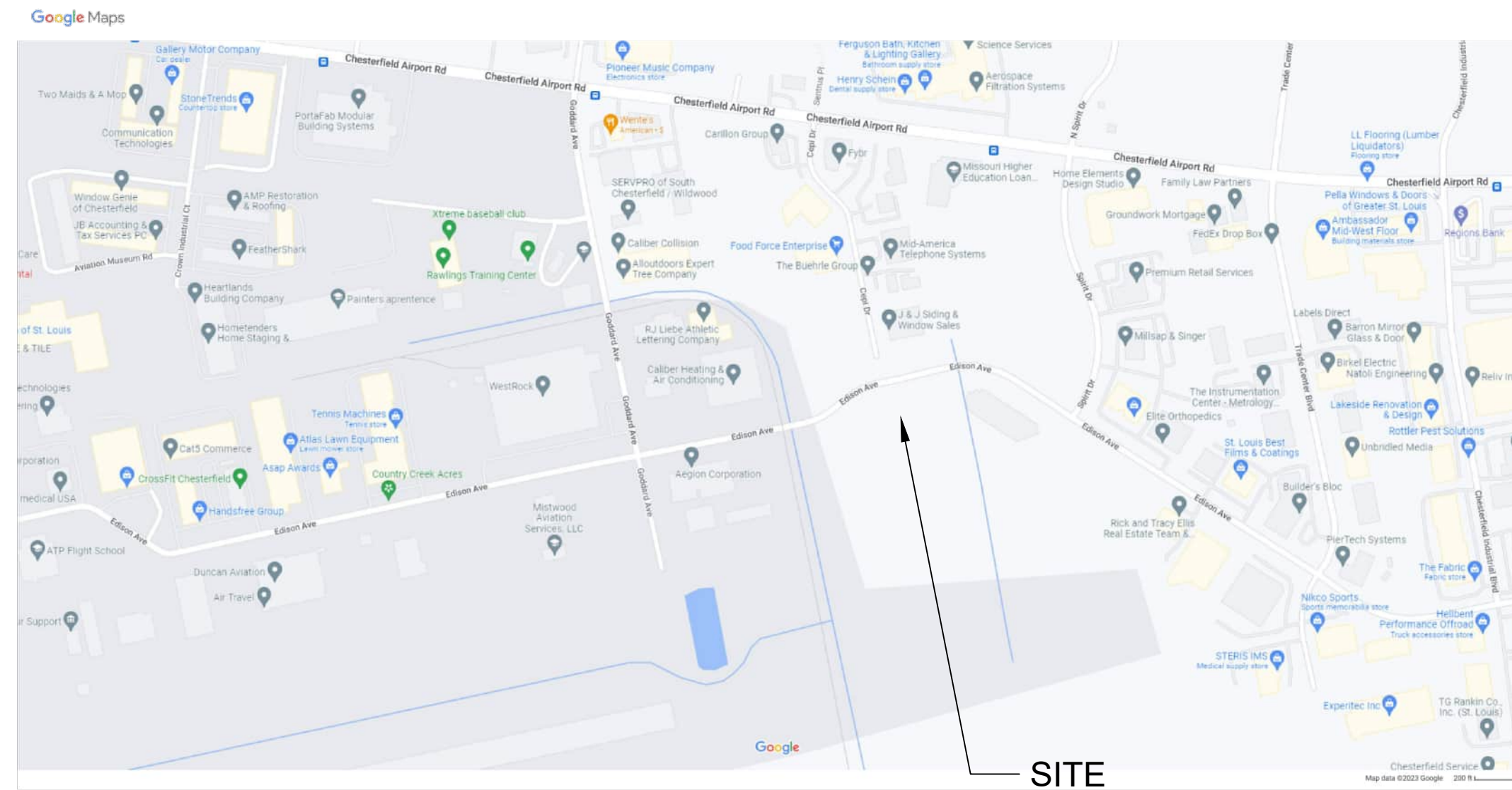


Underground facilities, structures & utilities have been plotted from available surveys, records & information, and therefore, do not necessarily reflect the actual existence, nonexistence, size, type, number of, or location of these facilities, structures, & utilities. The Contractor shall be responsible for verifying the actual location of all underground facilities, structures, & utilities, either shown or not shown on these plans. The underground facilities, structures, & utilities shall be located in the field prior to any grading, excavation or construction of improvements. These provisions shall in no way absolve any party from complying with the Underground Facility Safety and Damage Prevention Act, Chapter 319, RSMO.

PRELIMINARY DEVELOPMENT PLAN FOR CLASSROOM LIBRARY COMPANY

17970 EDISON AVE.
CHESTERFIELD, MO

A TRACT OF LAND BEING PART OF LOT 5 OF DAMIAN KROENUNG ESTATE
PARTITION IN U.S. SURVEY 150, TOWNSHIP 45 NORTH, RANGE 5 EAST,
ST. LOUIS COUNTY, MISSOURI



LOCATION MAP



LOCATION MAP-AERIAL

SHEET INDEX

C000	COVER SHEET
C001	TOPOGRAPHIC SURVEY
C100	EXISTING CONDITIONS & DEMOLITION PLAN
C200	SITE PLAN

PERTINENT INFORMATION

OWNER:	EDISON PARTNERS LLC
DEVELOPER:	EDISON PARTNERS LLC
SITE ADDRESS:	17970 EDISON AVE. CHESTERFIELD, MISSOURI 63005
LOCATOR NO.:	17V310081
EXISTING ZONING:	PLANNED INDUSTRIAL DISTRICT (PI)
EXISTING SITE AREA:	7.12 ACRES
PROPOSED SITE AREA:	7.04 ACRES (R.O.W. DEDICATION)
WATER DISTRICT:	MISSOURI AMERICAN WATER COMPANY
FIRE DISTRICT:	MONARCH FIRE PROTECTION DISTRICT
SEWER DISTRICT:	METROPOLITAN ST. LOUIS SEWER DISTRICT
GAS SERVICE:	SPIRE ENERGY NATURAL GAS SERVICE
ELECTRIC SERVICE:	AMEREN MISSOURI ELECTRIC SERVICE
CABLE/INTERNET SERVICE:	SPECTRUM
PHONE SERVICE:	AT&T
PROPOSED PARKING SETBACKS:	NORTH: 30' EAST: 10' SOUTH: 15' WEST: 25'
PROPOSED BUILDING SETBACKS:	NORTH: 90' EAST: 50' SOUTH: 130' WEST: 70'

Open Space Calculations

Description	Area (acre)	% of Site
Building	1.61	23%
Future Building	0.60	9%
Pavement	2.21	31%
Future Pavement	0.16	2%
Open Space (Sidewalk, patio, grass)	2.47	35%
Total	7.04	100%

PROPERTY DESCRIPTION

LAND DESCRIPTION (PER TITLE COMMITMENT):

A TRACK OF LAND BEING PART OF LOT 5 OF DAMIAN KROENUNG ESTATE PARTITION, IN U.S. SURVEY 150, TOWNSHIP 45 NORTH, RANGE 3 EAST, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE WEST LINE OF LOT 1 OF "SPIRIT TRADE CENTER PLAT ONE", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 320 PAGES 44-45 OF THE ST. LOUIS COUNTY RECORDS WITH THE SOUTH RIGHT OF WAY LINE OF EDISON AVENUE (40 FEET WIDE), AS DEDICATED BY THE INSTRUMENT RECORDED IN PLAT BOOK 342 PAGE 49 OF SAID RECORDS; THENCE ALONG SAID WEST LINE OF LOT 1, SOUTH 11 DEGREES 14 MINUTES 12 SECONDS EAST 420.26 FEET TO THE NORTH LINE OF PROPERTY CONVEYED TO ST. LOUIS COUNTY ACCORDING TO THE INSTRUMENT RECORDED IN DEED BOOK 9017 PAGE 2488 OF SAID RECORDS; THENCE ALONG SAID NORTH LINE, SOUTH 69 DEGREES 38 MINUTES 20 SECONDS WEST 704.18 FEET TO THE EAST LINE OF "ST. LOUIS AIR PARK", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 107 PAGE 42 OF SAID RECORDS; THENCE ALONG SAID EAST LINE OF "ST. LOUIS AIR PARK", NORTH 11 DEGREES 13 MINUTES 24 SECONDS WEST 426.37 FEET TO THE AFORESAID SOUTH RIGHT OF WAY LINE OF EDISON AVENUE (40 FEET WIDE); THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF EDISON AVENUE (40 FEET WIDE) THE FOLLOWING COURSES AND DISTANCES: NORTH 78 DEGREES 20 MINUTES 33 SECONDS EAST 1.53 FEET; ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS NORTH 11 DEGREES 39 MINUTES 27 SECONDS WEST 401.97 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 210.55 FEET; ALONG A REVERSE CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 41 DEGREES 40 MINUTES 08 SECONDS EAST 361.97 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 181.90 FEET; AND NORTH 78 DEGREES 42 MINUTES 24 SECONDS EAST 310.00 FEET TO THE POINT OF BEGINNING.
AREA OF TRACT: 310,261.5 SQ. FT. OR 7.1 ACRES, MORE OR LESS

NOTE: LEGAL DESCRIPTION PREPARED BY ANDY D. BECK WITH BAX ENGINEERING DURING JULY 2022.

FLOOD NOTE:

ACCORDING TO THE FIRM FLOOD INSURANCE RATE MAP 29189C0145 K DATED NOVEMBER 5, 2003, THIS PARCEL IS LOCATED IN ZONE X DENOTES REDUCED FLOOD RISK DUE TO LEVEE. ZONE AH DENOTES WITHOUT BASE FLOOD ELEVATION.

ENGINEUNITY
BUILDING VALUE
BY DESIGN



PREPARED BY:

CONTACT: SEAN ACKLEY

PREPARED FOR:

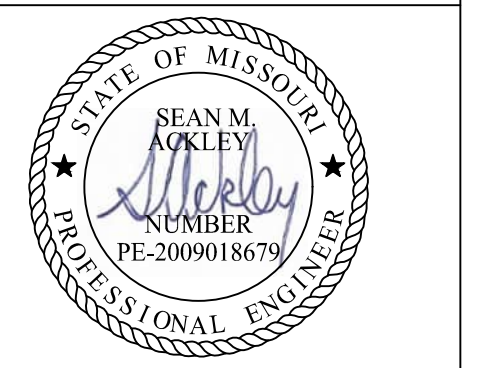
REMIGER DESIGN
2921 OLIVE STREET
ST. LOUIS, MO 63103
CONTACT: DENNY CRAIN
PH: 314-241-5151

**CLASSROOM
LIBRARY COMPANY
OFFICE/WAREHOUSE**
17970 EDISON AVE.
CHESTERFIELD, MISSOURI 63005

Project No: 22-0321

No	Description	Date
1	City Submittal	02/23/2023
2	City Comments	03/20/2023
3	City Comments	03/31/2023
4	Planning Commission	04/17/2023
5	City Comments	05/08/2023
6	City Comments	06/09/2023

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06/09/2023
Sean M. Ackley
MO# PE-2009018679

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DATE: 02/23/2023

SCALE:

COVER SHEET

C000

ST. LOUIS COUNTY HT#
MSD PROJECT #:
MSD BASEMAP:

KEYED NOTES

1. REMOVE EXISTING BRUSH
2. SAWCUT AND REMOVE PAVEMENT AS REQUIRED TO CONSTRUCT ENTRANCE
3. SAWCUT AND REMOVE AND REPLACE PAVEMENT IN KIND AS REQUIRED TO INSTALL SANITARY SEWER AND WATER MAIN
4. REMOVE EXISTING TREE



PREPARED BY:

CONTACT: SEAN ACKLEY

PREPARED FOR:

REMIGER DESIGN
 2921 OLIVE STREET
 ST. LOUIS, MO 63103
 CONTACT: DENNY CRAIN
 PH: 314-241-5151

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 Sean M. Ackley
 MO# PE-2009018679

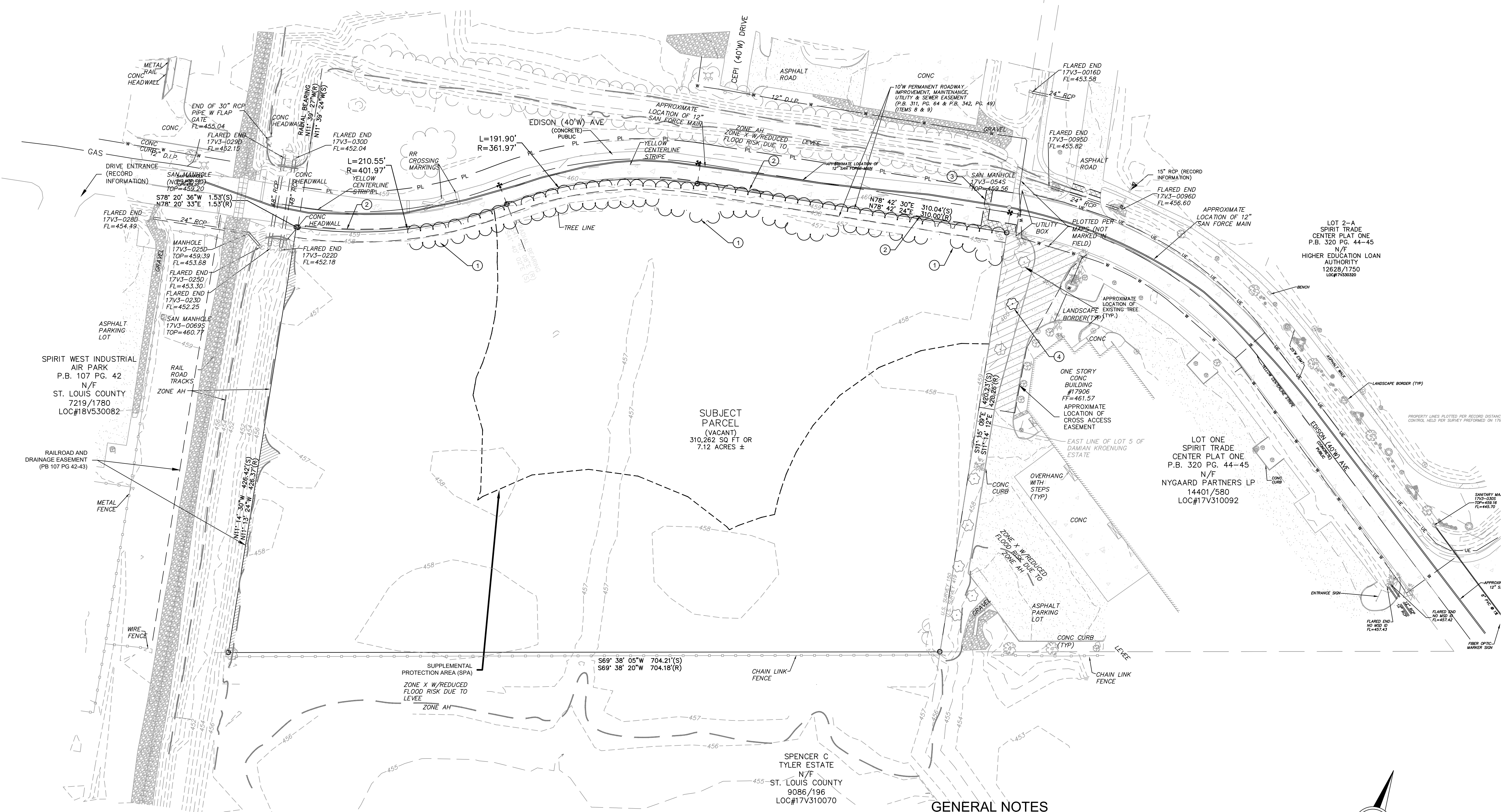
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DATE: 02/23/2023

SCALE:

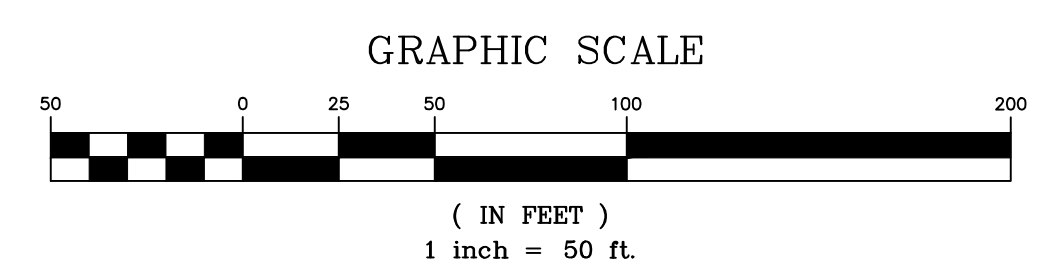
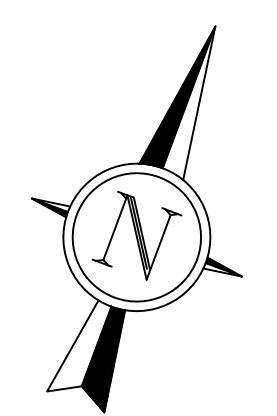
EXISTING CONDITIONS &
 DEMOLITION PLAN

C100



GENERAL NOTES

- THE UTILITIES SHOWN HEREIN WERE PLOTTED FROM AVAILABLE INFORMATION AND DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NONEXISTENCE, SIZE, TYPE, OR LOCATION OF THESE OR OTHER UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UTILITIES, SHOWN OR NOT SHOWN, AND SAID UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY CONSTRUCTION OF IMPROVEMENTS.
- THE EXISTING SITE CONDITIONS AND TOPOGRAPHY SHOWN ARE FROM A SITE SURVEY AS PREPARED BY THD DESIGN GROUP, DATED DECEMBER 2022.
- IF CONTRACTOR DETERMINES THAT ACTUAL EXISTING CONDITIONS DIFFER FROM THAT SHOWN ON THESE PLANS, CONTRACTOR SHALL NOTIFY ENGINEER AND OWNER BEFORE COMMENCING AND DEMOLITION OR CONSTRUCTION WORK.



ST. LOUIS COUNTY HT#
 MSD PROJECT #:
 MSD BASEMAP:

KEYED NOTES

1. CONCRETE PAVEMENT
2. ASPHALT PAVEMENT
3. 6" CONCRETE CURB
4. CONCRETE SIDEWALK PER CITY STANDARDS
5. ADA RAMP
6. MODULAR BLOCK RETAINING WALL (DESIGN BY OTHERS)
7. PAVEMENT MARKING - 4" WIDE WHITE PAINT
8. PAVEMENT MARKING - 4" WIDE BLUE PAINT (ADA SPACES)
9. GUARDRAIL
10. CONCRETE PATIO
11. 4H. LOADING DOCK
12. 6H. CONCRETE STEPS
13. BIORETENTION BASIN PER MSD STANDARDS
14. TRASH ENCLOSURE
15. CONCRETE RETAINING WALL W/ HAND RAIL
16. FUTURE CONCRETE PAVEMENT

ENGINEUTY
 BUILDING VALUE
 BY DESIGN

17057 N. OUTER FORTY ROAD
 CHESTERFIELD, MO 63005
 P: (314) 819-9189
 WWW.THEENGINEUTY.COM
 MEMBER: CORPORATION OF ARCHITECTS
 LICENSE # 17354



PREPARED BY: **SEAN ACKLEY**

PREPARED FOR:
REMIGER DESIGN
 2821 OLIVE STREET
 ST. LOUIS, MO 63103
 CONTACT: DENNY CRAIN
 PH: 314-241-5151

**CLASSROOM
 LIBRARY COMPANY
 OFFICEWAREHOUSE**

17970 EDISON AVE.
 CHESTERFIELD, MISSOURI 63005

Project No: 22-0321

No	Description	Date
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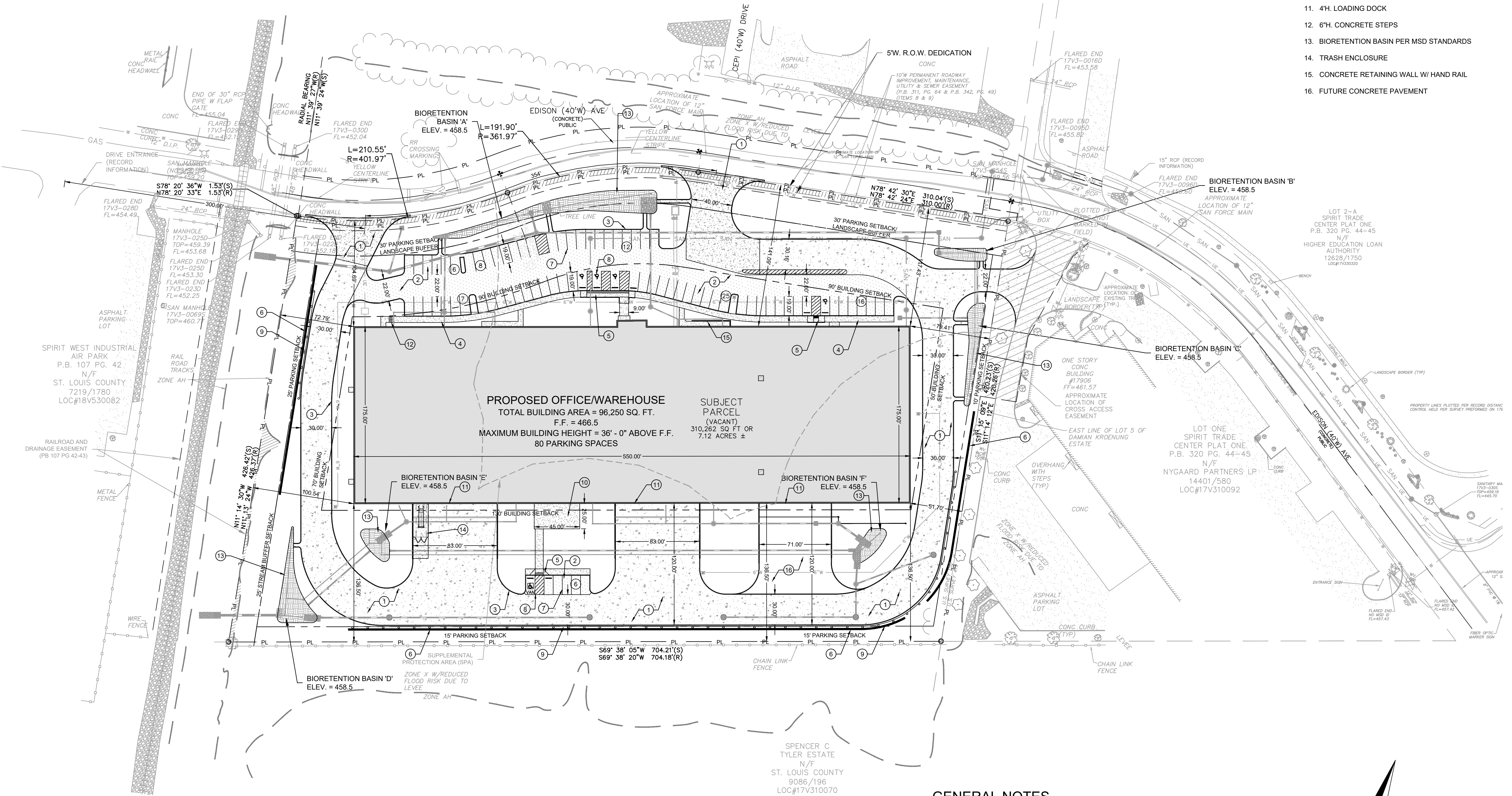


06/09/2023
 Sean M. Ackley
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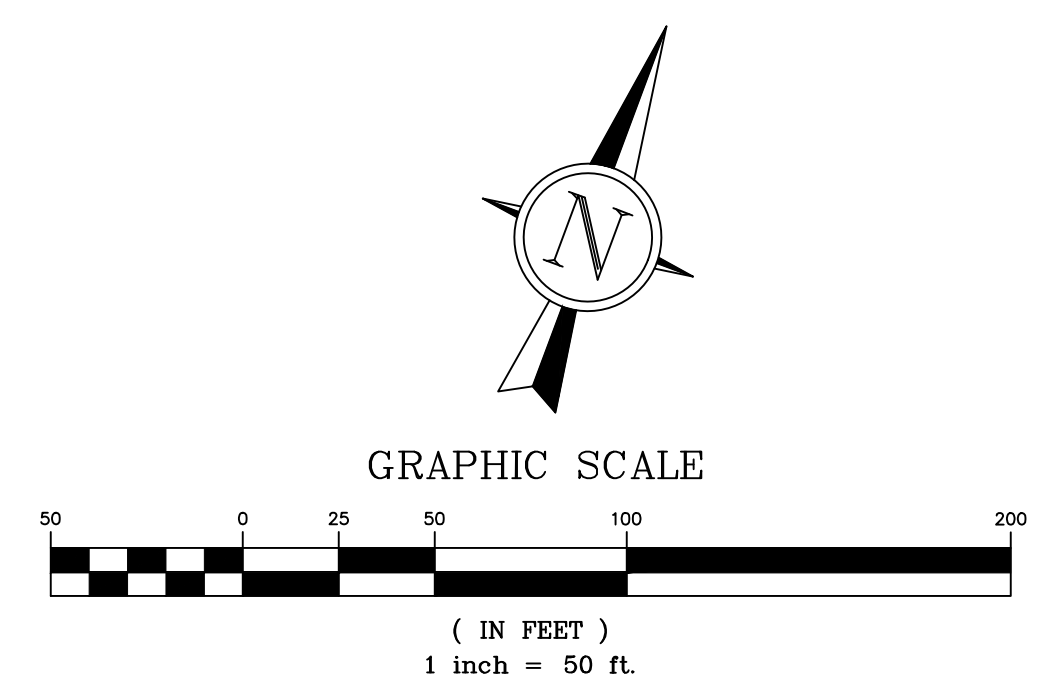
DATE: 02/23/2023
 SCALE:

SITE PLAN
 C200



GENERAL NOTES

- A. THE UTILITIES SHOWN HEREIN WERE PLOTTED FROM AVAILABLE INFORMATION AND DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NONEXISTENCE, SIZE, TYPE, OR LOCATION OF THESE OR OTHER UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UTILITIES, SHOWN OR NOT SHOWN, AND SAID UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY CONSTRUCTION OF IMPROVEMENTS.
- B. THE EXISTING SITE CONDITIONS AND TOPOGRAPHY SHOWN ARE FROM A SITE SURVEY AS PREPARED BY THD DESIGN GROUP, DATED DECEMBER 2022.
- C. IF CONTRACTOR DETERMINES THAT ACTUAL EXISTING CONDITIONS DIFFER FROM THAT SHOWN ON THESE PLANS, CONTRACTOR SHALL NOTIFY ENGINEER AND OWNER BEFORE COMMENCING AND DEMOLITION OR CONSTRUCTION WORK.



ST. LOUIS COUNTY HT#
 MSD PROJECT #:
 MSD BASEMAP:

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: June 20, 2023

RE: P.Z. 05-2023 Wings Corporate Estates, Lot 5 (Wings & Wheels of Chesterfield LLC): A request to rezone an existing "PI" Planned Industrial District to a new "PI" Planned Industrial District for a 1.3-acre tract of land located northeast of the intersection of Wings Corporate Drive and Buzz Westfall Drive (17W120087).

Summary

Stock & Associates Consulting Engineers Inc., on behalf of Wings & Wheels of Chesterfield LLC, has submitted a request to rezone Lot 5 of the Wings Corporate Estates subdivision to a new "PI"—Planned Industrial District to allow for the sale of new and pre-owned golf-carts and vehicles. The existing site would be utilized thus the provided Preliminary Development Plan reflects current site conditions.

A public hearing on this petition was held on April 10, 2023 and there were a few items discussed. These items included the necessity of some of the requested permitted uses, areas which would be utilized for display/outdoor storage, and the requested openspace percentage for the site.

The applicant made revisions to the submittal and the petition was then reviewed by the Planning Commission on May 22, 2023. At that time the Commission made two motions – one, a motion to amend the open space from 35% to 30% and two, a motion to approve as amended. The two motions passed by a vote of 7-0.

The petition was brought before the Planning & Public Works Committee on June 8, 2023. At that time, the Committee made a motion to approve with one amendment. The amendment was to remove the use "Transit storage yard" from the list of requested permitted uses. A motion passed by a vote of 3-0.

Attachments:

- 1) Legislation
- 2) Attachment A
- 3) Attachment B – Preliminary Development Plan



Figure 1: Subject Site

GREEN SHEET AMENDMENTS

The Planning and Public Works Committee recommended that the following changes be made to the Attachment A by a vote of 3-0:

AMENDMENT 1: (Page 1 of 11)

Section I. Specific Criteria, A

Remove the following permitted use:

~~s. Transit storage yard~~

BILL NO. 3451

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARY OF A "PI" PLANNED INDUSTRIAL DISTRICT TO A NEW "PI" PLANNED INDUSTRIAL DISTRICT FOR A 1.3 ACRE TRACT OF LAND LOCATED NORTHEAST OF THE INTERSECTION OF WINGS CORPORATE DRIVE AND BUZZ WESTFALL DRIVE (17W120087).

WHEREAS, the petitioner, Wings & Wheels of Chesterfield, LLC, has requested a change in zoning for an existing "PI" Planned Industrial District to a new "PI" Planned Industrial District for a 1.3-acre tract of land located northeast of the intersection of Wings Corporate Drive and Buzz Westfall Drive; and,

WHEREAS, a Public Hearing was held before the Planning Commission on April 10, 2023; and,

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

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

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

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

Section 1. City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing a "PI" Planned Industrial District designation for 1.3 acres located northeast of the intersection of Wings Corporate Drive and Buzz Westfall Drive and as described as follows:

ALL OF LOT 5 OF WINGS CORPORATE ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 356 PAGE 79 OF THE ST. LOUIS COUNTY RECORDS, LOCATED IN TOWNSHIP 45, RANGE 3 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND CUT CROSS LOCATED ON THE CENTERLINE OF WINGS CORP[ORATE DRIVE, A 40 FEET WIDE PUBLIC ROADWAY EASEMENT, ACCORDING TO THE WINGS PUBLIC ROADWAY EASEMENT AND DEDICATION PLAT AS RECORDED IN PLAT BOOK 357, PAGE 427 OF ABOVE SAID RECORDS, SAID POINT ALSO BEING THE SOUTHWESTERN CORNER OF ABOVE SAID LOT 5, SAID POINT ALSO BEING THE SOUTHEASTERN CORNER OF LOT 4 OF SAID SUBDIVISION; THENCE ALONG THE COMMON LINE BETWEEN SAID LOTS 4 AND 5, NORTH 11 DEGREES 31 MINUTES 12 SECONDS WEST, 329.88 FEET TO A FOUND IRON PIPE LOCATED AT THE NORTHWESTERN CORNER OF SAID LOT 5; THENCE ALONG THE NORTH LINE OF SAID LOT 5; NORTH 78 DEGREES 12 MINUTES 40 SECONDS EAST, 173.70 FEET TO A FOUND IRON PIPE AT THE NORTHEASTERN CORNER OF SAID LOT 5, SAID POINT ALSO BEING THE NORTHWESTERN CORNER OF LOT 6 OF SAID SUBDIVISION; THENCE ALONG THE COMMON LINE BETWEEN SAID LOTS 5 AND 6, SOUTH 11 DEGREES 31 MINUTES 12 SECONDS EAST, 329.88 FEET TO A FOUND CUT DROSS LOCATED AT THE CENTERLINE OF ABOVE SAID WINGS CORPORATE DRIVE; THENCE ALONG SAID CENTERLINE, SOUTH 78 DEGREES 12 MINUTES 40 SECONDS WEST, 173.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 57,300 SQUARE FEET OR 1.315 ACRES, MORE OR LESS, ACCORDING TO CALCULATIONS PERFORMED BY STOCK & ASSOCIATES CONSULTING ENGINEERS, INC. ON DECEMBER 28, 2022.

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 Wings & Wheels of Chesterfield, LLC, requesting the rezoning embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 10th day of April 2023, 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 _____, 2023

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

FIRST READING HELD: 6/20/2023

Vickie McGownd, CITY CLERK

ATTACHMENT A

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

I. SPECIFIC CRITERIA

A. PERMITTED USES

1. The uses allowed in this "PI" Planned Industrial District shall be:
 - a. Automobile dealership
 - b. Automobile storage
 - c. Dry cleaning plant
 - d. Financial institution, no drive-thru
 - e. Golf courses
 - f. Gymnasium
 - g. Mail order sales warehouse
 - h. Manufacturing, fabrication, assembly, processing, or packing, except explosives or flammable gases or liquids
 - i. Motorcycle, ATV, and similar vehicles dealership
 - j. Motorcycle, ATV, and similar vehicles storage
 - k. Office – dental
 - l. Office – general
 - m. Office – medical
 - n. Parking area (stand-alone), including garages, for automobiles. Not including sales or storage of damaged vehicles for more than 72 hours
 - o. Plumbing electrical, air conditioning, and heating equipment sales, warehousing and repair facility
 - p. Postal stations
 - q. Public safety facility
 - r. Research laboratory and facility
 - s. Transit storage yard
 - t. Union halls & hiring halls

- u. Vehicle repair and service facility
- v. Veterinary clinic
- w. Warehouse, general
- x. Yard for storage of contractors' equipment, materials and supplies

2. Outdoor Storage and Display Areas

- a. Outdoor storage shall be depicted on the Site Development Section Plan and be fully screened by sight-proof fencing and/or landscaping. Stacking of goods in the outdoor storage areas shall be limited in height to where goods are not visible offsite.

3. Hours of Operation

- a. Hours of operation for this "PI" Planned Industrial District shall not be restricted.

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

1. Height

- a. The maximum height for all buildings and structures shall be forty (40) feet.

2. Building Requirements

- a. A minimum of thirty percent (30%) openspace is required for each lot.
- b. This development shall have a maximum F.A.R. of 0.55.

C. SETBACKS

1. Structure Setbacks

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

- a. Twenty (20) feet from Wings Corporate Drive right-of-way.
- b. Ten (10) feet from the north, east, and west property lines.

2. Parking Setbacks

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

- a. Ten (10) feet from Wings Corporate Drive right-of-way.
- b. Five (5) feet from the north, east, and west property lines.

D. PARKING AND LOADING REQUIREMENTS

1. Parking and loading spaces for this development shall be as required in the City of Chesterfield Code.
2. No construction related parking shall be permitted within right of way or on any existing roadways. All construction related parking shall be confined to the development.
3. Provide adequate temporary off-street parking for construction employees. Parking on non-surfaced areas shall be prohibited.
4. Parking lots shall not be used as streets.

E. LANDSCAPE AND TREE REQUIREMENTS

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

F. SIGN REQUIREMENTS

1. Signs shall be permitted in accordance with the regulations of the City of Chesterfield Unified Development Code or a Sign Package may be submitted for the planned district. Sign packages shall adhere to the City of Chesterfield Unified Development Code.
2. Installation of Landscaping and Ornamental Entrance Monument or Identification Signage construction, if proposed, shall be reviewed by the City of Chesterfield, and/or the St. Louis County Department of Transportation, for sight distance consideration and approved prior to installation or construction.

G. LIGHT REQUIREMENTS

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

H. ARCHITECTURAL

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

I. ACCESS/ACCESS MANAGEMENT

1. Access to St. Louis County road right-of-way and improvements within County road right-of-way (Wings Corporate Drive) shall be as directed by St. Louis County Department of Transportation and Public Works.

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

J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

1. Any request to install a gate at the entrance to this development must be approved by the City of Chesterfield and the agency in control of the right of way off of which the entrance is constructed. No gate installation will be permitted on public right of way.
2. Obtain approvals from the City of Chesterfield and St. Louis County Department of Transportation and other entities as necessary for locations of proposed curb cuts and access points, areas of new dedication, and roadway improvements.
3. Additional right-of-way and road improvements shall be provided, as required by the St. Louis County Department of Transportation and the City of Chesterfield.

K. POWER OF REVIEW

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

L. STORM WATER

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

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

M. SANITARY SEWER

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

N. GEOTECHNICAL REPORT

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

O. MISCELLANEOUS

1. All utilities will be installed underground.
2. The retaining walls along public right-of-way shall be private and remain private forever and shall be located such that it is not necessary to support any public improvements.
3. Street lights shall be required along public right-of-way frontage.
4. The developer is advised that utility companies will require compensation for relocation of their facilities within public road right-of-way. Utility relocation cost shall not be considered as an allowable credit against the petitioner's traffic generation assessment contributions. The developer should also be aware of extensive delays in utility company relocation and adjustments. Such delays will not constitute a cause to allow occupancy prior to completion of road improvements.
5. An opportunity for recycling will be provided.
6. Prior to final release of subdivision construction deposits, the developer shall provide certification by a registered land surveyor that all monumentation depicted on the record plat has been installed and United States Public Land Survey Corners have not been disturbed during construction activities or that they have been reestablished and the appropriate documents filed with the Missouri Department of Natural Resources Land Survey Program, as necessary.

II. GENERAL CRITERIA

A. SITE DEVELOPMENT CONCEPT PLAN

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

B. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS

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

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

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

C. SITE DEVELOPMENT SECTION PLAN SUBMITTAL REQUIREMENTS

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

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

- 17. Comply with all preliminary plat requirements of the City of Chesterfield Subdivision Regulations per the City of Chesterfield Code.
- 18. Signed and sealed in conformance with the State of Missouri Department of Economic Development, Division of Professional Registration, Missouri Board for Architects, Professional Engineers and Land Surveyors requirements.
- 19. Provide comments/approvals from the appropriate Fire District, Monarch Levee District, Spirit of St. Louis Airport, St. Louis County Department of Transportation, Metropolitan St. Louis Sewer District (MSD) and the Missouri Department of Transportation.
- 20. Compliance with Sky Exposure Plane.
- 21. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

III. TRUST FUND CONTRIBUTION

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

<u>Type of Development</u>	<u>Required Contribution</u>
General Retail	\$2,636.43/parking space
General Office	\$878.76/parking space

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

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

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

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

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

- C. Road Improvement Traffic Generation Assessment contributions shall be deposited with St. Louis County Department of Transportation. The deposit shall be made prior to the issuance of a Special Use Permit (S.U.P.) by St. Louis County Department of Transportation or prior to the issuance of building permits in the case where no S.U.P. is required.
- D. The amount of all required contributions for roadway, storm water and primary water line improvements, if not submitted by January 1, 2024, shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accordance with the construction cost index as determined by the St. Louis County Department of Transportation and Public Works.

E. WATER MAIN

- 1. The primary water line contribution is based on gross acreage of the development land area. The contribution shall be a sum of \$1,060.35 per acre for the total area as approved on the Site Development Plan to be used solely to help defray the cost of constructing the primary water line serving the Chesterfield Valley area.
- 2. The primary water line contribution shall be deposited with the St. Louis County Department of Transportation and Public Works. The deposit shall be made before St. Louis County approval of the Site Development Plan or Concept Plan unless otherwise directed by the St. Louis County Department of Transportation and Public Works. Funds shall be payable to Treasurer, St. Louis County.

F. STORM WATER

- 1. The storm water contribution is based on gross acreage of the development land area. These funds are necessary to help defray the cost of engineering and construction improvements for the collection and disposal of storm water from the Chesterfield Valley in accordance with the Master Plan on file with and jointly approved by St. Louis County and the Metropolitan Saint Louis Sewer District. The amount of the storm water contribution will be computed based on \$3,364.25 per acre for the total area as approved on the Site Development Plan.
- 2. The storm water contributions to the Trust Fund shall be deposited with the St. Louis County Department of Transportation. The deposit shall be made prior to the issuance of a Special Use Permit (S.U.P.) by St. Louis County Department of Transportation or prior to the issuance of building permits in the case where no Special Use Permit is required. Funds shall be payable to Treasurer, St. Louis County.

G. SANITARY SEWER

1. The sanitary sewer contribution is collected as the Caulks Creek impact fee.
2. The sanitary sewer contribution within the Chesterfield Valley area shall be deposited with the Metropolitan St. Louis Sewer District as required by the District.

IV. RECORDING

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

V. ENFORCEMENT

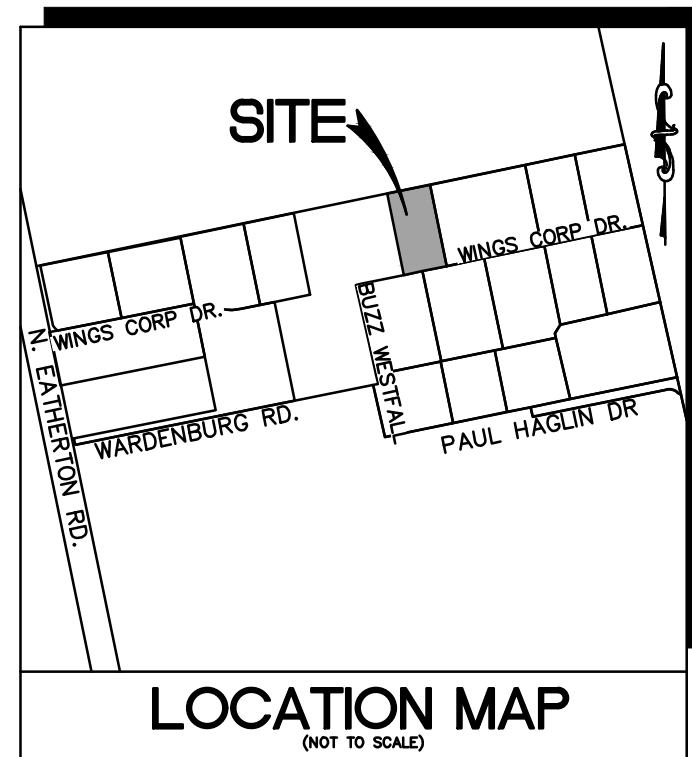
- A. The City of Chesterfield, Missouri will enforce the conditions of this ordinance in accordance with the Plan approved by the City of Chesterfield and the terms of this Attachment A.
- B. Failure to comply with any or all the conditions of this ordinance will be adequate cause for revocation of approvals/permits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

PRELIMINARY DEVELOPMENT PLAN

A TRACT OF LAND BEING LOT 5 OF WINGS CORPORATE ESTATES P.B. 356 PGS 79-81 TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

ABBREVIATIONS

ATG	- ADJUST TO GRADE
B.C.	- BACK OF CURB
C.O.	- CLEANOUT
DB.	- DEED BOOK
E	- ELECTRIC
ELEV.	- ELEVATION
EX.	- EXISTING
F.C.	- FACE OF CURB
FL.	- FLOWLINE
FT.	- FEET
FND.	- FOUND
G	- GAS
H.W.	- HIGH WATER
LFB	- LOW FLOW BLOCKED
M.H.	- MANHOLE
N/F	- NOW OR FORMERLY
PB.	- PLAT BOOK
PG.	- PAGE
PR.	- PROPOSED
P.V.C.	- POLYVINYL CHLORIDE PIPE
R.C.P.	- REINFORCED CONCRETE PIPE
R/W	- RIGHT-OF-WAY
SQ.	- SQUARE
T	- TELEPHONE CABLE
T.B.A.	- TO BE ABANDONED
T.B.R.	- TO BE REMOVED
T.B.R.&R.	- TO BE REMOVED AND REPLACED
TYP.	- TYPICALLY
U.I.P.	- USE IN PLACE
U.O.N.	- UNLESS OTHERWISE NOTED
V.C.P.	- VITRIFIED CLAY PIPE
W	- WATER
(86'W)	- RIGHT-OF-WAY WIDTH



PERTINENT DATA

OWNER: WINGS AND WHEELS OF CHESTERFIELD LLC
 LOT AREA: 57,300 S.F. OR 1.32 Ac.
 EXISTING ZONING: PLANNED INDUSTRIAL DISTRICT (ORD. 2237)
 PROPOSED ZONING: PLANNED INDUSTRIAL DISTRICT
 SITE ADDRESS: 18325 WINGS CORPORATE DR. CHESTERFIELD, MISSOURI 63005
 LOCATOR NO: 17W120087
 WUNNERNBERG'S: PG. 19, GRID 18L & 19LL
 FIRE DISTRICT: MONARCH FIRE PROTECTION DISTRICT
 SCHOOL DISTRICT: ROCKWOOD
 SEWER DISTRICT: METROPOLITAN ST. LOUIS SEWER DIST.
 WATER SHED: MISSOURI RIVER
 FEMA MAP: 29189C0145K, FEB 4, 2015
 ELECTRIC COMPANY: AMEREN UE
 GAS COMPANY: SPIRE INC
 PHONE COMPANY: AT&T
 WATER COMPANY: MISSOURI AMERICAN WATER COMPANY

LEGEND

EXISTING SANITARY SEWER	==
EXISTING STORM SEWER	==
EXISTING TREE	⊕
EXISTING BUILDING	▭
EXISTING CONTOUR	---
SPOT ELEVATION	•
EXISTING UTILITIES	—
FOUND 1/2" IRON PIPE	○
SET IRON PIPE	+
FOUND CROSS	⊕
FOUND STONE	⊕
FIRE HYDRANT	⊕
LIGHT STANDARD	⊕
BUSH	⊕
SIGN	⊕
NOTES PARKING SPACES	⊕
GUY WIRE	—
POWER POLE	⊕
WATER VALVE	⊕
DENOTES RECORD INFORMATION	—
ACCESSIBLE PARKING	♿
PROPOSED CONTOUR	442
PROPOSED SPOT	442.25
PROPOSED STORM	==
PROPOSED SANITARY	==

BUILDING AND PARKING SETBACKS

- STRUCTURE SETBACKS:
- TWENTY (20) FEET FROM WINGS CORPORATE DRIVE RIGHT-OF-WAY
 - TEN (10) FROM NORTH, EAST & WEST PROPERTY LINES
- PARKING SETBACKS:
- TEN (10) FEET FROM WINGS CORPORATE DRIVE RIGHT-OF-WAY
 - FIVE (5) FROM NORTH, EAST & WEST PROPERTY LINES

F.A.R. CALCULATION

MAXIMUM FLOOR AREA RATIO (F.A.R.) OF 0.55

OPEN SPACE:

MINIMUM 30.0% OPEN SPACE

HEIGHT:

A MAXIMUM HEIGHT OF 40.0'

ST. LOUIS COUNTY STANDARD NOTES

- ALL PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED TO ST. LOUIS COUNTY STANDARDS.
- NO SLOPES WITHIN ST. LOUIS COUNTY RIGHT-OF-WAY SHALL EXCEED 3 (HORIZONTAL) TO 1 (VERTICAL).
- STORM WATER SHALL BE DISCHARGED AT AN ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE DISCHARGE POINTS.
- ALL PROPOSED ACCESS TO ST. LOUIS COUNTY ROADS SHALL MEET MINIMUM ST. LOUIS COUNTY SIGHT DISTANCE REQUIREMENTS.
- ALL GRADING AND DRAINAGE SHALL BE IN CONFORMANCE WITH ST. LOUIS COUNTY AND MSD STANDARDS.
- ALL HYDRANTS, POWER POLES OR OTHER POTENTIAL OBSTRUCTIONS WITHIN THE ST. LOUIS COUNTY ROAD RIGHT-OF-WAY SHALL HAVE A MINIMUM TWO (2) FOOT SETBACK FROM FACE OF CURB OR EDGE OF PAVEMENT, AS DIRECTED BY THE ST. LOUIS COUNTY DEPARTMENT OF HIGHWAYS AND TRAFFIC.
- ANY ENTITY THAT PERFORMS WORK ON ST. LOUIS COUNTY MAINTAINED PROPERTY SHALL PROVIDE THE COUNTY WITH A CERTIFICATE OF INSURANCE EVIDENCING GENERAL LIABILITY COVERAGE (BODILY INJURY AND PROPERTY DAMAGE) IN THE AMOUNTS SPECIFIED AS THE LIMITS OF LIABILITY SET BY THE STATE FOR PUBLIC ENTITIES. SUCH CERTIFICATE SHALL INCLUDE ST. LOUIS COUNTY AS AN ADDITIONAL INSURED AND SHALL BE PROVIDED PRIOR TO THE ISSUANCE OF ANY PERMIT. CERTIFICATE SHALL PROVIDE FOR A 30 DAY POLICY CANCELLATION NOTICE TO ST. LOUIS COUNTY. UPON REQUEST, THE COUNTY WILL PROVIDE THE SPECIFIC AMOUNTS FOR BOTH PER PERSON AND PER OCCURRENCE LIMITS.
- PRIOR TO SPECIAL USE PERMIT ISSUANCE BY THE ST. LOUIS COUNTY DEPARTMENT OF HIGHWAYS AND TRAFFIC, A SPECIAL CASH ESCROW OR A SPECIAL ESCROW SUPPORTED BY AN IRREVOCABLE LETTER OF CREDIT, MAY BE REQUIRED TO BE ESTABLISHED WITH THE ST. LOUIS COUNTY DEPARTMENT OF HIGHWAYS AND TRAFFIC TO GUARANTEE COMPLETION OF THE REQUIRED ROADWAY IMPROVEMENTS.
- ST. LOUIS COUNTY WILL MAINTAIN EXCLUSIVE CONTROL OF WINGS CORPORATE DRIVE WITHIN THE 40.0' ROADWAY EASEMENT LIMITS

GENERAL NOTES

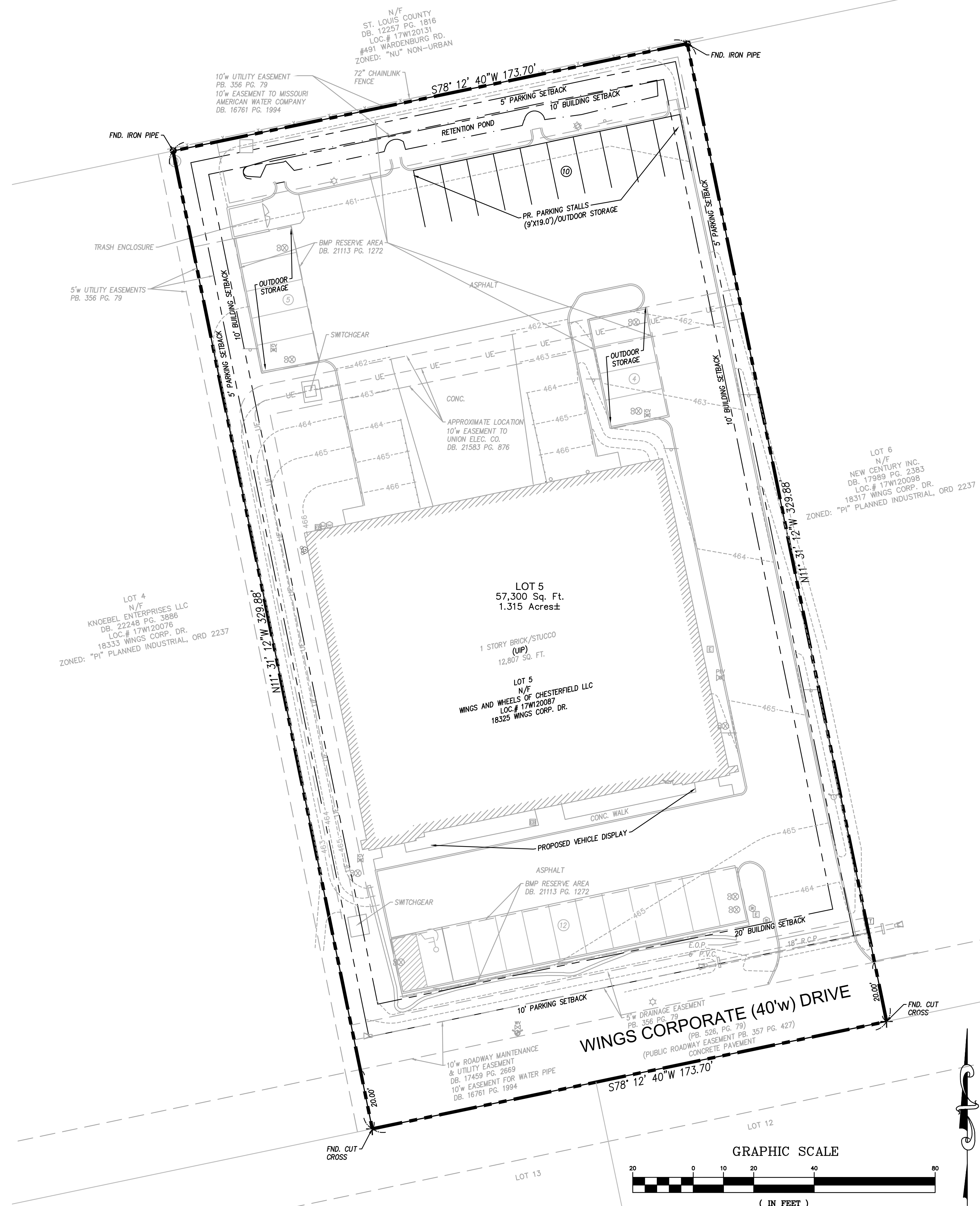
- BOUNDARY SURVEY FROM RECORD INFORMATION.
- ALL UTILITIES SHOWN HAVE BEEN LOCATED BY THE ENGINEER FROM AVAILABLE RECORDS. THEIR LOCATION SHOULD BE CONSIDERED APPROXIMATE. THE CONTRACTOR HAS THE RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES, PRIOR TO CONSTRUCTION, TO HAVE EXISTING UTILITIES FIELD LOCATED.
- NO GRADE SHALL EXCEED 3:1 SLOPE.
- GRADING AND STORM WATER PER M.S.D., MODOT, ST. LOUIS COUNTY, THE CITY OF CHESTERFIELD AND THE MONARCH CHESTERFIELD LEVEE DISTRICT.
- ALL UTILITIES WILL BE INSTALLED UNDERGROUND.
- SITE DEVELOPMENT SHALL BE IN ACCORDANCE WITH RECOMMENDATIONS AS OUTLINED IN THE GEOTECHNICAL REPORT AND ALL ITS SUPPLEMENTAL PROVISIONS AND ADDENDUMS.
- SIGNAGE APPROVAL IS A SEPARATE PROCESS
- ALL OUTDOOR STORAGE SHALL BE SCREENED IN ACCORDANCE WITH THE CITY OF CHESTERFIELD UNIFIED DEVELOPMENT CODE.

PROPERTY DESCRIPTION

All of Lot 5 of Wings Corporate Estates, according to the plat thereof as recorded in Plat Book 356 page 79 of the St. Louis County Records, located in Township 45, Range 3 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, being more particularly described as follows:

Beginning at a found cut cross located on the centerline of Wings Corporate Drive, 40 feet wide as established by above said Wings Corporate Estates, said point also being the southwestern corner of above said Lot 5, said point also being the southeastern corner of Lot 4 of said subdivision; thence along the common line between said Lots 4 and 5, North 11 degrees 31 minutes 12 seconds West, 329.88 feet to a found iron pipe located at the northwestern corner of said Lot 5; thence along the north line of said Lot 5; North 78 degrees 12 minutes 40 seconds East, 173.70 feet to a found iron pipe at the northeastern corner of said Lot 5, said point also being the northwestern corner of Lot 6 of said subdivision; thence along the common line between said Lots 5 and 6, South 11 degrees 31 minutes 12 seconds East, 329.88 feet to a found cut cross located at the centerline of above said Wings Corporate Drive; thence along said centerline, South 78 degrees 12 minutes 40 seconds West, 173.70 feet to the POINT OF BEGINNING.

Containing 57,300 square feet or 1.315 acres, more or less,



UTILITY NOTE:

UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS AND INFORMATION, AND THEREFORE DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NON-EXISTENCE, SIZE, TYPE, NUMBER, OR LOCATION OF THESE FACILITIES, STRUCTURES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS. THE UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION OR CONSTRUCTION OF IMPROVEMENTS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY FROM COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 319 RSMo.

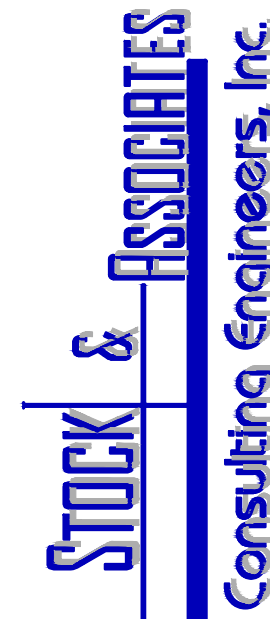
CONTRACTOR'S INSURANCE REQUIREMENTS

PRIOR TO OBTAINING A CONSTRUCTION PERMIT FROM THE METROPOLITAN ST. LOUIS SEWER DISTRICT, THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE THE DISTRICT WITH A COPY OF AN EXECUTED CERTIFICATE OF INSURANCE INDICATING THAT THE PERMITTEE HAS OBTAINED AND WILL CONTINUE TO CARRY COMMERCIAL GENERAL LIABILITY AND COMPREHENSIVE AUTO LIABILITY INSURANCE. THE REQUIREMENTS AND LIMITS SHALL BE AS STATED IN THE "RULES AND REGULATIONS AND ENGINEERING DESIGN REQUIREMENTS FOR SANITARY AND STORMWATER DRAINAGE FACILITY", SECTION 10.090 (ADDENDUM).

PREPARED FOR:

WINGS AND WHEELS OF CHESTERFIELD LLC
 ATTENTION: WILLIAM DEAN
 10205 MANCHESTER ROAD
 KIRKWOOD, MO 63122
 PHONE: (314) 280-6188

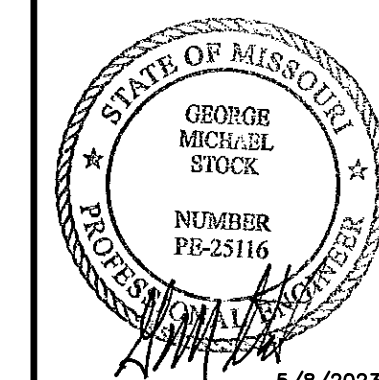
PREPARED BY:



PRELIMINARY DEVELOPMENT PLAN FOR:

18325 WINGS CORPORATE DRIVE

LOT 5 OF WINGS CORPORATE ESTATES
 CHESTERFIELD, MO 63005



5/8/2023
 GEORGE M. STOCK E-25116
 CIVIL ENGINEER
 CERTIFICATE OF AUTHORITY
 NUMBER: 000996

REVISIONS:

1. 2023-05-08 CITY

DRAWN BY: K.S.G.	CHECKED BY: G.M.S.
DATE: 3/9/2023	JOB NO: 2022-7353
M.S.D. P #:	BASE MAP #:
S.L.C. H&T #:	H&T S.U.P. #:
M.D.N.R. #:	

SHEET TITLE:
 PRELIMINARY DEVELOPMENT PLAN
 SHEET NO.:
 PDP-1.0

257 Chesterfield Business Parkway
 St. Louis, MO 63005 PH. (636)
 530-9100 FAX (636) 530-9100
 e-mail: general@stockassoc.com
 Web: www.stockassoc.com

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: June 1, 2023

RE: Special Use Permit Code Revision

As you know, for some time I have been working with the City Attorney on revisions to the City Code related to Special Use Permits (SUP). An SUP is a permit which allows work in the public right of way. Work within the public right of way has recently become a problem due to the expansion of telecommunication services. In many cases residents do not want these companies working in front of their house and do not understand why the City permits such work. While we have no authority to prohibit the work, we can ensure that adequate notice is provided to residents and that any restoration in the public right of way is restored to City standards. This code modification is our attempt to do so.

The biggest change in the draft legislation is that (if adopted) companies who use the public right of way will need to register as Right of Way Users. This will ensure we have accurate and current contact information for these companies in cases where there are problems. The new code will require that permits only be issued to registered right of way users OR to contractors working directly for residents adjacent to the public right of way (for mailboxes, driveway approaches, etc.). Right of Way Users, along with any subcontractors, will have to provide the necessary fee, escrow/bond, indemnity agreement, and insurance certificate. Any company constructing a major project (new installation, facility replacement, or repair in excess of 90 days) will need to provide written notice to all property owners within 200 feet of the project site.

The entire SUP section of Code (Chapter 505, Article 1, Division 2) has been reviewed comprehensively by City Staff and the City Attorney. We believe these changes will allow the City to better manage its right of way and will be an improvement for the City's residents.

Attached are a revised ordinance with new code language, supporting appendices A-F, and existing code language.

Action Recommended

This matter should be forwarded to the Planning and Public Works Committee of City Council. Should PPW concur with Staff's recommendation it should recommend approval of the ordinance implementing a new Special Use Permit code to the full City Council.

Please forward to PPW for consideration and recommendation.

McTeish 2023-6-1

BILL NO. 3452

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CHESTERFIELD REPEALING AND REPLACING CHAPTER 505, ARTICLE I, DIVISION 2 OPENING AND EXCAVATION OF PUBLIC STREETS.

WHEREAS, the City of Chesterfield, Missouri (the “City”) is authorized under RSMo 67.1832 to regulate and manage the City’s rights-of-way and to recover the City’s actual costs in managing the City’s rights-of-way; and

WHEREAS, City staff initiated a review of the City’s ordinances related to the management of the City’s rights-of-way and determined that a comprehensive update was necessary in light of changes in state statutes since the rights-of-way ordinances were last updated in 1997; and

WHEREAS, City staff have prepared a comprehensive update to Chapter 505, Article I, Division 2 which will allow the City to better protect the City’s substantial public investment in its rights-of-way, minimize costs to taxpayers, and ensure that the rights-of-way are restored to their original condition; and

WHEREAS, the City desires to adopt the comprehensive update prepared and recommended by City staff in light of the benefits to the health, safety, and general welfare of those that use the City’s rights-of-way.

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

Section I: Chapter 505, Article I, Division 2 Opening and Excavation of Public Streets shall be repealed in its entirety and replaced with Exhibit A attached hereto.

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

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

Passed and approved this _____ day of _____, 2023.

Presiding Officer

Bob Nation, Mayor

ATTEST:

Vickie McGownd

FIRST READING HELD:

Exhibit A

Section 505.065 **Declaration of Findings and Intent; Scope of Division**

- A. This Article is enacted to define the authority of the City and its officers and employees with regard to public ownership, control and management of its right-of-way. The right-of-way is a valuable public resource that has required and will continue to require substantial public investment and is intended to be used by the public in travel and utilities when such use does not inconvenience the public.
1. Declaration of Findings and Intent. The City of Chesterfield finds that the public streets, alleys, easements and other right-of-way within the City:
 - a. Are critical to the travel and transport of persons and property in the business and social life of the City and in the conduct of the health, education and commerce of its residents;
 - b. Are intended for appropriately regulated public and private uses and must be managed and controlled consistent with that intent;
 - c. Can be partially occupied by the facilities of utilities and other public service entities delivering utility and public services rendered for profit, to the enhancement of the health, welfare, and general economic well-being of the City and its residents;
 - d. Are a unique and physically limited resource requiring proper management to maximize the efficiency and to minimize the costs to the taxpayers of the foregoing uses and to minimize the inconvenience to and negative effects upon the public from such facilities' construction, placement, relocation, and maintenance in the right-of-way;
 - e. Are assets of the City that taxpayers have spent millions of dollars to improve and maintain, and that when utility and similar companies and other users of the right-of-way excavate and otherwise disturb the right-of-way, the City must repave, repair and at times reconstruct the right-of-way;
 - f. Passage of a right-of-way ordinance to deal in a competitively neutral fashion with telecommunications and other utility providers will have a beneficial effect on all the residents and users of the right-of-way as competition among utilities and telecommunications providers within the City continues to increase due to changes in technology, modifications in Federal and State law, and increased demand for such services by City residents, businesses, educational institutions,

governmental officers and other public and private institutions.

2. The City finds that the conditional right to occupy portions of the right-of-way for the business of providing telecommunications services or utility services is a valuable economic right to use a unique public resource that has been acquired and is maintained at great expense to City and its taxpayers, and the economic benefit of such right should be shared with all the taxpayers of City.
3. The City finds that while telecommunications and fiber optic facilities are in part an extension of interstate commerce, their operations also involve right-of-way, municipal franchising, and vital business and community service, which are of local concern.
4. The City finds that it is in the best interest of its residents to promote the rapid, but safe, development of telecommunications, fiber optic and utility facilities responsive to community and public interest, to assure that telecommunications and utility companies provide adequate, economical and efficient service to their subscribers, and to assure availability for municipal services, educational and community services while not compromising the public's right to use of the right-of-way for travel.
5. The City finds that it is in the interest of the public to establish standards for all users of the right-of-way not covered by a specific franchise agreement regardless of type of service being provided that:
 - (a) Establish the fees to be paid and actual expenses of the City for reimbursement;
 - (b) Encourages competition by establishing terms and conditions under which users may use valuable public property to serve the public while creating and maintaining a level playing field among similarly situated participants;
 - (c) Fully protects the public, other right-of-way users and the City from any harm that may arise from such private commercial use of right-of-way while providing for innovative uses of technology;
 - (d) Protects the authority of the City, in a manner consistent with Federal and State law;
 - (e) Otherwise protects the public interests in the development and use of City infrastructure, including recognizing that disturbance of the right-of-way and infrastructure therein for utility and facility deployment impacts the right-of-way in a different and greater manner than other

users both private and public;

- (f) Minimizes physical disruption of the right-of-way for other users, the City, and travelers while maintaining aesthetic quality throughout the City while also recognizing the right of abutting landowners;
6. This Chapter shall apply to all users of the right-of-way engaged in any activities defined in, regulated by, or requiring a permit pursuant to this Chapter.
 7. This Chapter and its application is in addition to all other City Codes, provisions of this Chapter and any other manuals, guidelines, or supplements as adopted, approved, maintained and modified from time to time by the Director of Public Works.

Section 505.070 Work In Streets — Permit.

- A. Required. Except in case of municipal work authorized by the Director of Public Works, no person or entity shall make any opening or excavation or place any object in the right-of-way, which is not otherwise permitted to be placed in the right-of-way, without a written Special Use Permit from the Director of Public Works.
- B. Work Requiring Permit Authorization. All work which results in a physical disturbance of the public right-of-way shall require permit authorization. This requirement shall include, but not be limited to, all excavations and installations relating to conduit, poles, pole lines, wires, mains, pipes, valves, conductors, sewers, drains, driveways, sidewalks or appurtenances thereof.
 1. Registration. A Special Use Permit shall only be issued to applicants who have registered as right-of-way users with the Director of Public Works and provided such information as required by the Director of Public Works.
 - (a) All current users of the public right-of-way must register within ninety (90) days of the effective date of this Section.
 - (b) Any person who is not a user of the public right-of-way prior to the effective date of this Section and who wishes to become a user of the public right-of-way must first register with the City.
 - (c) No user of the public right-of-way shall be authorized to use the right-of-way in any capacity or manner without registering with the City and obtaining a Special Use Permit from the Director of Public Works.
 - (d) In order to register as a right-of-way user the following will be required.

The Public Works Director shall have the authority to require additional information at his/her discretion:

- a. Name of Company
- b. Service(s) being provided within the public right-of-way
- c. Contact name
- d. Contact phone number
- e. Email address
- f. Emergency Contact Number

(e) The user of the public right-of-way shall be responsible for all costs incurred by the City due to the failure to provide any information to the City required for registration or for any information which is incomplete or inaccurate

(f) The Director of Public Works may, at the Director of Public Works' discretion, waive registration for work done by or on behalf of property owners adjacent to the right-of-way (i.e. residential driveway replacement). The Director of Public Works has the authority to create a policy including a list of activities that do not require a permit for work in the right-of-way.

C. Other Work. Work which does not result in a physical disturbance of the public right-of-way and does not interrupt traffic shall not require permit authorization. Examples of this type of work shall include the opening and/or inspection of manholes, maintenance of lighting fixtures, the sealing of driveway aprons, etc.

D. Record. The Director of Public Works shall keep a full and complete account of all permits issued showing the date of issuance, the person to whom the permit was issued and the location of proposed work.

E. Permit Issuance. Any person having occasion to make any excavation within the right-of-way shall make written application for a permit from the Director of Public Works who is given authority to issue such permits. The application shall state the location and nature of the proposed work, when the work is to commence, and shall include a traffic control plan. No permit shall be issued for a period in excess of ninety (90) days unless the permit is for new installation, facility replacement, or major facility repair as detailed in subsection H below.

- F. Emergency Work. In cases where timely or emergency work within the public right of way is required, the agency responsible for the emergency work shall complete all necessary work in a timely manner. All precautions shall be taken to ensure the area is safe and signed in accordance with the Manual of Uniform Traffic Control Devices (MUTCD). This work must be followed by a permit application within seven (7) days of beginning work in the right of way. In cases where the public safety or welfare is endangered the agency responsible for the facility within the right of way shall contact the Public Works Department during regular business hours or the Police Department at other times.
- G. Permit Review. The Director of Public Works shall review each permit request and in cases where all requirements are met shall issue a written permit with a number and expiration date. It shall be the duty of any permittee to maintain a copy of the permit at the site of the work being performed. It shall be unlawful for any person to perform work without a permit (except as authorized in subsection F above), to perform work outside the scope of the permit, or to exceed or misrepresent the location, limits, or expiration of a permit.
- H. Major Projects. Any person performing a new installation, facility replacement, or major repair (in excess of 90 days required) which results in a physical disturbance of the public right of way shall, in addition to all other permit requirements, provide written notice to all property owners within 200 feet of the site where work is being performed at least seven days prior to any work beginning. Notice shall be in a form approved by the Director of Public Works.
1. The notice described above shall require any person performing work which results in a physical disturbance of the public right-of-way to have a designated contact person available to answer calls from residents between the hours of 9am and 5pm Monday through Sunday, beginning with the date notice is sent and ending seven days following completion of installation, repair, replacement, or other disturbance occurring in the right-of-way.
 2. The notice described above shall require the person performing work which results in a physical disturbance of the public right-of-way to take such other action as directed by the Director of Public Works to provide notice to all property owners within 200 feet of the site depending on the size, scope, and/or duration of the disturbance of the right-of-way, including but not limited to providing door hanger notice or other forms of contact with property owners within 200 feet of the site.
- I. Notice. Except as contained within subsection (F) above no construction work

shall commence within any public right-of-way, nor shall any street, curb or sidewalk within any public right-of-way be cut without at least forty-eight (48) hours notice to the Director of Public Works of intention to commence work.

- J. Underground Structures. Right-of-way users shall comply with all applicable provisions of Chapter 620 including but not limited to Section 620.510 regarding the placement of all accessory utility facilities underground as set forth therein.

Section 505.075 **Transferability.**

Except as provided in this Chapter, or as otherwise required by law, no permit or registration may be transferred without the written consent of the Director of Public Works. Any person not named on a valid permit or registration, including any affiliates or successors in interest to a registered user of the public right-of-way, must register and/or obtain a permit in accordance with this Chapter or receive written authorization to transfer the permit or registration. Written authorization to transfer a permit or registration shall be granted according to the same standards for issuing the same. The Director of Public Works shall not unreasonably withhold its consent to transfer as provided herein. This Section shall not prohibit the use of subcontractors so long as the user of the public right-of-way provides reasonable supervision of the subcontractor(s), provides notice in the permit application of their intent to use subcontractor(s), and secures the agreement of all subcontractor(s) to be bound by the terms of this Chapter and the terms of the permit issued by the Director of Public Works.

Section 505.080 **Fee, Escrow, Surety.**

- A. The applicant shall accompany the permit application with the required fee, escrow or surety, and insurance as required below.
 - 1. Fee. All applications for a special use permit shall require a fee, in an amount determined by the Director of Public Works, for the estimated costs of performing the necessary project management, administration, and inspections related to the special use permit. Said fee is non-refundable, but may be increased if the scope of work is increased from the original application.
 - (a) The Director of Public Works shall implement a standardized table of values to assist in determining the required fee, but in no case shall the Director of Public Works be required to use the fee amounts specified by such a table. Any such table created by the Director of Public Works will be made available to users of the public right-of-way.
 - (b) The exclusive remedy for a special use permit applicant who wishes to challenge the amount of the fee shall be to make an appeal to the City

Administrator within ten (10) business days of the final decision of the Director of Public Works.

2. Escrows. Permittee shall provide the City a cash escrow in an amount equal to that which would be required to ensure the restoration and maintenance of the City right-of-way within the scope of the project. Said escrow amount shall be set by the Director of Public Works. Any portion of the escrow not expended or retained by the City shall be refunded without interest not less than one (1) year after the restoration is completed and approved by the City.
 - (a) The Director of Public Works shall implement a standardized table of values to assist in determining the required escrow amount, but in no case shall the Director of Public Works be required to use the escrow amounts specified by such a table. Any such table created by the Director of Public Works will be made available to users of the public right-of-way.
 - (b) The exclusive remedy for a special use permit applicant who wishes to challenge the amount of the escrow shall be to make an appeal to the City Administrator within ten (10) business days of the final decision of the Director of Public Works.
3. Surety. In lieu of a cash escrow, a registered right-of-way user may provide a surety bond to cover all its work within the public right-of-way. Such a surety bond shall be issued in an amount approved by the Director of Public Works, but not less than twenty-five thousand dollars (\$25,000.00). The surety bond shall be provided in a form approved by the City Attorney.
4. Violations. In the case where the Director of Public Works determines users of the public right-of-way previously violated the subject and provisions of this Section or any policy, procedure, or agreement related thereto, the amount of any fee, escrow or surety required may be increased in each case at the discretion of the Director of Public Works.
5. Repair. If the applicant fails to restore the right-of-way in satisfactory form, the City shall use the escrow or surety for the purpose of employing others to restore the pavement and surface and the applicant shall be liable to the City for any cost in excess of the amount of the escrow or surety actually expended by the City to restore the same. The use of a surety or escrow to restore the right-of-way shall be done in accordance with the provisions of Section 505.100. If the escrow or surety is more than needed to restore the surface, the City shall retain out of the excess the City's fee for arranging and supervising the restoration and refund the balance, if any, to the applicant. If the escrow or surety is not sufficient to pay the cost of restoration and the liquidated damages hereinafter provided, the applicant

shall be liable for the difference.

6. Condition. As a prerequisite to the issuance of a special use permit, the applicant shall agree in writing to be bound by the terms of this Chapter and to such conditions as may be prescribed by the Director of Public Works as to traffic control measures, the time within which the excavation is to be filled and the surface restored and for notice thereof, and to repair as required during the one-year period allowed herein. If the surface is not restored within the time established, the applicant shall pay the sum of one hundred dollars (\$100.00) per day as liquidated damages and not as a penalty, to be deducted from the escrow or surety, if sufficient.

7. Insurance.

(a) The user of the public right-of-way and their subcontractors shall procure and maintain insurance of the types and minimum amounts during the life of the special use permit as follows:

(1) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and employers' liability coverage in the minimum amount of \$500,000.00 for E.L. - each accident, \$500,000.00 disease - policy limit, \$500,000.00 disease - each employee.

(2) Comprehensive general liability and bodily injury:

a. Including death:

i. Each person: two million dollars (\$2,000,000.00).

ii. Each occurrence: two million dollars (\$2,000,000.00).

b. Property damage:

i. Each person: two million dollars (\$2,000,000.00).

ii. Aggregate: two million dollars (\$2,000,000.00).

(3) Comprehensive automobile liability, bodily injury:

a. Including death:

i. Each person: two million dollars (\$2,000,000.00).

ii. Each occurrence: two million dollars (\$2,000,000.00).

b. Property damage:

i. Each accident: two million dollars (\$2,000,000.00).

(4) Owner's protective bodily injury:

a. Including death:

i. Each person: two million dollars (\$2,000,000.00).

ii. Each occurrence: two million dollars (\$2,000,000.00).

b. Property damage:

i. Each occurrence: two million dollars (\$2,000,000.00).

ii. Aggregate: two million dollars (\$2,000,000.00).

(5) Professional:

a. Liability:

i. Each occurrence: two million dollars (\$2,000,000.00).

(6) Excess Coverage:

a. Five million dollars (\$5,000,000.00).

(b) The owner's protective policy shall name the City as the insured. Certificates evidencing such insurance shall be furnished to the City prior to issuance of the permit.

(c) If the ROW-user is self-insured, it shall provide the City proof of compliance regarding its ability to self-insure and proof of its ability to provide coverage in the above amounts.

Section 505.085 **Indemnification.**

- A. All users of the right-of-way and their subcontractors operating under the provisions of this Chapter or performing any temporary traffic control, excavation or work in the right-of-way shall fully indemnify, release, defend and hold harmless the City, officers, elected officials, employees and agents of the City from and against any and all claims, demands, suits, proceedings, and actions, liability and judgment by other persons for damages, losses, costs, and expenses, including attorney fees, to the extent caused by acts or omissions of the person, or its agents, contractors, or subcontractors, in the performance of the permitted temporary traffic control, excavation or work. In no event shall the requirements of this Chapter and more specifically any provision dealing with indemnification be construed as a waiver of any sovereign or other immunity available to the City, its officers, employees or agents.
- B. Nothing herein shall be deemed to prevent the City, or any agent, from participating in the defense of any litigation by their own counsel at their own expense. Such participation shall not under any circumstances relieve the person from its duty to defend against liability or its duty to pay any judgment entered against the City, or its agents.
- C. All right-of-way users shall be responsible for promptly correcting acts or omissions by any contractor or subcontractor performing permitted temporary traffic control, excavation or work for such right-of-way user hereunder.
- D. Any person operating under the provisions of this Chapter or performing any excavation or work in the right-of-way shall be liable for any damages to facilities due to excavation or work performed by the person, including

damage to underground facilities.

Section 505.090 **Procedure — Inspection.**

- A. Inspection. The Director of Public Works may cause a qualified inspector to be present during the construction of any work within the right of way, such as street, sidewalk, curb, or driveway entrance, and the Director of Public Works or the inspector on the site shall have authority to reject any material not meeting the standards specified by the Director of Public Works. If any portion of the restoration work fails to meet the minimum requirements, the Director of Public Works or his/her designated inspector on the site shall cause all work within the right-of-way to be stopped until the unsatisfactory conditions are remedied.

- B. Protection Of Watercourses. All watercourses and inlets shall be protected as detailed in the City's Sediment and Erosion Control Manual. The permittee shall not obstruct the gutter of any street and shall use proper measures to allow for the free passage of stormwater. The permittee shall address all surplus water, mud, silt, slickness, or other stormwater related condition within the construction limits throughout the duration of construction and shall be responsible for any damage resulting from the failure to so provide.

Section 505.100 **Backfilling And Restoration.**

- A. All site restoration shall meet the specifications established by the Director of Public Works. Restoration details shall be made part of the Special Use Permit application.
 - 1. Failure to Restore. If the right-of-way user fails to restore the right-of-way in the manner and to the condition required by the Director of Public Works, or fails to satisfactorily and timely complete all restoration, the City may, at its option, serve written notice upon the right-of-way user and its surety that, unless within ten (10) days after serving of such notice, a satisfactory arrangement is made for the proper restoration of the right-of-way, the City shall immediately serve written notice of failure to comply upon the surety and the right-of-way user, and the surety shall have the right to arrange for and complete the restoration excavation or work; provided, however, that if the surety does not commence performance thereof within fourteen (14) days from the date of notice, the City may perform its own restoration excavation or work and prosecute same to completion, by contract or otherwise. In situations where there is no surety and the City has taken an escrow instead, the City may, at its option, serve written notice upon the right-of-way user that, unless within ten (10) days after serving of such notice, a satisfactory arrangement is made for the proper restoration of the right-of-way, the City may perform its own restoration excavation or work and may use the escrow for the costs of

such restoration.

- (a) Upon determination by the Director of Public Works that the failure to repair, replace or restore creates a threat to public safety, all such repair or replacement shall be corrected within twenty-four (24) hours of notice from the City, or the City will perform its own restoration excavation or work and prosecute same to completion, by contract or otherwise.
 - (b) Upon determination by the Director of Public Works that the failure to repair, replace or restore creates an immediate threat to public safety, all such repair or replacement shall be corrected within two (2) hours of notice from the City, or the City will perform its own restoration excavation or work and prosecute same to completion, by contract or otherwise.
 - (c) The right-of-way user and its surety shall be liable to the City for its actual costs of such restoration, including the value of any time or overtime incurred through the labor of City employees, the value of the use of City equipment, and the cost of City materials used in the restoration project.
2. Guarantee of Restoration. In restoring the right-of-way, including but not be limited to plant coverings, landscaping and grading, the ROW-user shall guarantee its excavation or work on all surfaces and settlement and shall maintain such restoration and work result for a period of twelve (12) months.
- (a) During said guarantee period the right-of-way user shall, upon notification from the Director of Public Works, correct all restoration work to the extent necessary, using any method as required by the Director of Public Works.
 - (b) Said restoration work shall be completed within a reasonable time, not to exceed thirty (30) calendar days, of the receipt of notice from the Director of Public Works. In cases where the Director of Public Works determines that there is a safety concern, the time to complete such restoration work may be shortened to twenty-four hours.
 - (c) In the event the right-of-way user is required to perform new restoration pursuant to the foregoing guarantee, the Director of Public Works shall have the authority to extend the guarantee period for such new restoration for up to an additional twelve (12) months.
 - (d) When any required corrective actions have been completed and

inspected to the Director of Public Works' satisfaction, the guarantee period will restart.

(e) The guarantee period shall be applicable to failure of the pavement surface as well as failure below the pavement surface.

3. Safeguards To Public. No person shall make any street excavation without providing traffic control devices around the same as a warning to the public. Traffic warning signs and devices shall be provided in accordance with the "Manual on Uniform Traffic Control Devices" (latest revision) and as required by the Director of Public Works or his/her designee. If the road is a collector or arterial roadway lights may be required.
4. Attractive Nuisance. It shall be unlawful for the permittee to suffer or permit to remain unguarded at the place of excavation or opening any machinery, equipment or other device having the characteristics of any attractive nuisance likely to attract children and hazardous to their safety or health.
5. The City shall have the authority to maintain civil suits or actions in any court of competent jurisdiction for the purpose of enforcing the provisions of this Chapter. The City shall have a cause of action for all fees, expenses and amounts paid out and due it for such work and shall apply in payment of the amount due if any funds of the permittee deposited as herein provided and the City shall also enforce its right under the permittee's surety bond provided pursuant to this Chapter.

Section 505.125 **Failure To Enforce.**

The City's failure to enforce or remedy any non-compliance of the terms and conditions of this Chapter or of any right-of-way permit or temporary traffic control permit granted hereunder shall not constitute a waiver of the City's right nor a waiver of any person's obligation as herein provided.

Section 505.130 **Liability Of City.**

This Chapter shall not be constructed as imposing upon the City or any official or employee any liability or responsibility for damages to any person injured by the performance of any excavation work for which a Special Use Permit is used hereunder; nor shall the City or any official or employee thereof be deemed to have assumed any such liability or responsibility by reason of inspections authorized hereunder, the issuance of any permit or the approval of any work.

Section 505.140 **Penalty For Removal Of Barricades Or Warning Devices.**

It shall be unlawful for any individual to remove, deface, obscure or in any other way alter signs or warning devices erected around any opening or excavation in the public right of way or around any object placed in the public right of way, including streets, sidewalks, parkways or driveway approaches, regardless of whether these devices were placed by the City or by any other individual or entity for the protection of the public.

Section 505.150 **Violations and Penalties**

A. Any person, persons, firm, association or corporation violating any of the provisions of this Chapter or any employee, agent or other person taking part in, joining or aiding in a violation of any provision of this Chapter may be prosecuted as provided by law for the violation of ordinances of the City and, upon conviction thereof, shall be subject to the penalties provided for violation of City ordinances. Each day a violation continues shall constitute a separate offense. Violation of this Chapter shall be a misdemeanor punishable by a fine not more than one thousand dollars (\$1,000.00) in addition to any amount necessary to restore the right-of-way.

1. The City may issue a summons as follows:

a. Summons, Service Of. The inspector shall fill out and sign as the complainant a complaint and information form, hereinafter referred to as a summons, directed by name to the individual or entity in violation of this Chapter (the "Violator") and, if applicable, the right-of-way user the Violator was performing work on behalf of (the "User"), showing the address of property on which the violation occurred, and such other information as may be available to the inspecting officer as shown on the summons, and specifying the Section of the Article which is being violated and setting forth in general the nature of the violation, and may serve the summons on the Violator and, if applicable, the User. The summons shall contain a date on which the case will be on the Municipal Court docket for hearing. The Prosecuting Attorney shall sign the original copy of all such summons, and the original thereof shall be forwarded to the Clerk of the Municipal Court for inclusion on the Court's docket for the date shown on the summons.

B. In addition to the penalties described above, the Director of Public Works may, at the Director of Public Works' discretion, investigate and make a determination as to whether the violations of this Chapter present a substantial threat to public health, safety, and the general welfare which necessitate the revocation of a right-of-way user's permit. If the Director of Public Works finds permit revocation is required, the Director of Public Works shall notify the right-of-way user that further failure to comply with this Chapter could result in revocation of the users' registration to work in the right-of-way following a hearing as set forth herein.

1. The notice of hearing described above shall contain:

- (a) The right-of-way user, the permit, and the location of the alleged violations of this Chapter, if applicable;
- (b) Ordinance number and a copy of the ordinance being violated;
- (c) Nature of the violation of these regulations;
- (d) Notice that the hearing will determine whether the right-of-way user's permit to work in the right-of-way may be revoked; and
- (e) The time, date, and location for the hearing.

C. The City Administrator or the City Administrator's designee shall serve as the hearing officer and hold the hearing referenced in Subsection (B) above at the time and place indicated in the notice of hearing. The hearing officer shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be received. The hearing officer shall prepare findings of fact, conclusions of law, and an order stating whether a substantial threat to public health, safety, and the general welfare exists which necessitates the revocation of a right-of-way user's permit. If the hearing officer finds permit revocation appropriate, the hearing officer has the authority to enter an order to have the Director of Public Works cancel the right-of-way user's permit. The decision of the hearing officer may be appealed to the Board of Adjustment within ten days of receipt of the hearing officer's order.

D. The Director of Public Works or the Director of Public Works' designee shall track the violations of this Chapter. Any entity, corporation, partnership, or individual which receives three (3) or more tickets for violations of this Chapter in a 12-month period (a "Repeat Offender"), shall be prohibited from doing any work in the right-of-way for a period of six months from the date of the latest violation of this Chapter. Any additional violations during the aforementioned six-month period will restart the six month period from the latest violation date. Any right-of-way users that seek a permit pursuant to this Chapter may not use any entity, corporation, partnership, or individual who is a Repeat Offender.

Fee Schedule

Escrow Amounts



City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017
636-537-4762

RIGHT-OF-WAY USER APPLICATION

Agency

Service(s) Being Provided within the City of Chesterfield Right of Way

Agency Contact Information

Secondary Contact

Phone Number

Email Address

Secondary Contact

Phone Number

Email Address

Emergency Contact

Cell Phone Number

Email Address

(For use outside of business hours)

Please note that the City of Chesterfield will use the information above to contact our agency regarding any problems within the public right-of-way caused by or impacting your agency's facilities. The public right-of-way user will be responsible for any and all costs incurred by the City of Chesterfield if your agency is non-responsive or the information provided above is incomplete or inaccurate. This Registration Form is a public document.

(For Office Use Only)

Approved

____ Yes ____ No

Approved by:

Approval Date:



City of Chesterfield
 690 Chesterfield Parkway West
 Chesterfield, MO 63017
 636-537-4762

SCHEDULE OF FEES – Section 505.080(1)

Isolated Facility Repair – one excavation	\$120.00
Isolated Facility Repair – two excavations	\$240.00
Driveway Approach / Street Tree	No Charge
Facility Installation / Replacement or Repair With More Than Two Excavations	Calculated based upon plans City to estimate Staff time & costs

Please note that the City of Chesterfield will generally charge fees in accordance with the schedule above. However, the Director of Public Works reserves the right to assess additional/different fees based upon the plans provided. Fees will be set in an amount to cover the estimated Staff time to issue, administer, and inspect the requested Special Use permit. Permit fees are non-refundable.

SCHEDULE OF ESCROWS – Section 505.080(2)

Pavement Restoration (asphalt or concrete)	\$80.00 / SY
Sidewalk	\$15.00 / SF
Grass / Treelawn	\$3.00 / SY
Street Tree	\$350.00 / EA

Please note that the City of Chesterfield will consider the costs above when assessing the required escrow deposit for each Special Use Permit. The actual escrow deposit required will be determined by the Director of Public Works. Any unused escrow will be returned to the applicant in accordance with Section 505.080(2).

PERMIT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____ (name and address), as Principal, and
_____ (name and address),
as Surety, are held and firmly bound unto City of Chesterfield, as obligee, in the penal sum of _____, to the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, assigns, jointly and severally, firmly by these present.

SIGNED, SEALED AND DATED THIS ____ day of _____, 20__.

THE CONDITIONS OF THE FOREGOING OBLIGATION IS SUCH,

WHEREAS, said Principal is registered as a right-of-way user with the City of Chesterfield Director of Public Works; and

WHEREAS, said Principal may obtain special use permits from the City of Chesterfield throughout the calendar year to perform work in the City of Chesterfield's right of way; and

WHEREAS, the City of Chesterfield requires work within the right of way to be guaranteed for 1 year after restoration is completed and approved by the City of Chesterfield; and

WHEREAS, any damage to the right-of-way including, but not limited to, streets, sidewalks or curb must be restored to its original condition by the earlier of 30 days after written notification from the City of Chesterfield or within the time for restoration set by the City of Chesterfield Director of Public Works as part of the permit application process; and

WHEREAS, the Principal must comply with the City of Chesterfield Municipal Code and any terms described within the Special Use Permit application or set by the City of Chesterfield Director of Public Works in the issuance of the Special Use Permit; and

WHEREAS, the Principal is required by law to file with the City of Chesterfield a bond for the terms and conditions as hereinafter set forth.

NOW, THEREFORE, if the Principal shall faithfully perform the duties, including, but not limited to, restoration of the right-of-way to its original condition, and in all things comply with the laws and ordinances, including all amendments thereto, pertaining to any permits applied for, then this obligation to be void, otherwise to remain in full force and effect until the date set forth below.

PROVIDED the term of this Permit Bond is as indicated opposite the block checked below:

___ Beginning the ___ day of _____, 20___ and ending the ___ day of _____, 20___.

___ Continuous, beginning the ___ day of _____, 20___.

PROVIDED FURTHER, that if this Permit Bond is for a fixed term, it may be continued by Certificate executed by the Surety hereon; and

PROVIDED FURTHER, that regardless of the number of years this Permit Bond shall continue or be continued in force and of the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this Permit Bond; and

PROVIDED FURTHER, that if this is a continuous Permit Bond and the Surety shall so elect, this Permit Bond may be cancelled by the Surety as to subsequent liability by giving thirty (30) days' notice in writing to the City of Chesterfield.

_____(Principal)

Signature

By: _____

Title: _____

_____(Surety)

Signature

By: _____

Title: _____



CERTIFICATE OF LIABILITY INSURANCE

Appendix D

DATE (MM/DD/YYYY)

PRODUCER Insurance Agent/Broker & Contact Information	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Insured Party & Contract Information	INSURER A: Insurance Company A	XXXXX
	INSURER B: Insurance Company B (if applicable)	XXXXX
	INSURER C: etc.	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Policy #			BODILY INJURY(occurrence)	\$ 2,000,000
					BODILY INJURY (person)	\$ 2,000,000
					PROPERTY DAMAGE (person)	\$ 2,000,000
					PROPERTY DAMAGE (aggregate)	\$ 2,000,000
						\$
						\$
						\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Policy #			BODILY INJURY (person)	\$ 2,000,000
					BODILY INJURY (occurrence)	\$ 2,000,000
					PROPERTY DAMAGE (accident)	\$ 2,000,000
						\$
A	PROFESSIONAL LIABILITY	Policy #			PER OCCURENCE	\$ 2,000,000
						\$
						\$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$	Policy #			EACH OCCURRENCE	\$ 5,000,000
					AGGREGATE	\$
						\$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Policy #			<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$ 500,000
					E.L. DISEASE - EA EMPLOYEE	\$ 500,000
					E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	OWNER'S PROTECTIVE BODILY INJURY	Policy #			BODILY INJURY(occurrence)	2,000,000
					BODILY INJURY (person)	2,000,000
					PROPERTY DAMAGE (person)	2,000,000
					PROPERTY DAMAGE (aggregate)	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Project:

The owner's protective policy shall name the City as the insured.

CERTIFICATE HOLDER City of Chesterfield 690 Chesterfield Pky W Chesterfield, MO 63017 Fax (636) 537-4798	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
---	--

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

SAMPLE

RIGHT-OF-WAY
INDEMNITY AGREEMENT

THIS RIGHT-OF-WAY INDEMNITY AGREEMENT (the “**Agreement**”) made by and between _____ (the “**Indemnitor**”) and the **CITY OF CHESTERFIELD, MISSOURI**, a city of the third class and political subdivision of the State of Missouri, with an address of 690 Chesterfield Parkway West, Chesterfield, Missouri 63017 (the “**City**”). Indemnitor and the City shall each be a “**Party**” and are collectively the “**Parties**”.

WHEREAS, the City is authorized under RSMo 67.1832 to regulate and manage the City’s rights-of-way and the City has enacted ordinances to protect the City’s substantial public investment in its rights-of-way; and

WHEREAS, Indemnitor wishes to perform work in the City’s rights-of-way which requires a registered user of the rights-of-way to obtain a permit to do work in the rights-of-way; and

WHEREAS, the City requires those wishing to do work in the City’s rights-of-way, whether a registered user of the rights-of-way or a subcontractor of a registered user, to enter into this indemnity agreement.

THEREFORE, in consideration of the promises and mutual covenants below, the parties agree as follows:

1. As consideration for this Agreement, Indemnitor shall be eligible to perform work in the City’s rights-of-way with a Special Use Permit as set forth in Chapter 505 of the City Code. All conditions set forth in the City Code, in the Special Use Permit, or as otherwise set by the City’s Director of Public Works shall apply to Indemnitor’s performance of work in the rights-of-way.

2. Indemnitor shall indemnify, protect, defend, and hold the City, and its officers, employees, and agents, harmless from and against any and all claims, demands, liabilities, and costs, including attorney’s fees, arising from (i) any work Indemnitor or Indemnitor’s subcontractors perform in the rights-of-way; or (ii) any act of negligence, omission, or willful conduct of Indemnitor or any subcontractor of Indemnitor. Indemnitor shall defend City in any action or proceeding brought in connection with any of the foregoing. The City shall give written notice to the Indemnitor as soon as practicable after it becomes aware of any action or proceeding against the City brought in connection with the foregoing. Indemnitor shall select legal counsel reasonably acceptable to the City. The City may, at its own cost, participate in the investigation, trial, defense of any such proceeding and employ its own counsel in connection therewith. Indemnitor may not compromise or settle any such proceeding or consent to the entry of any judgment related to such proceeding without the prior written consent of the City.

3. This Agreement shall be binding upon Indemnitor and each of its administrators, representatives, executors, predecessors, successors, and assigns.

4. Should any provision of this Agreement be declared by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not

be affected thereby.

5. The validity, interpretation, and performance of this Agreement shall be controlled and construed under the laws of the state of Missouri without regard to conflicts of laws principles, and the parties hereby irrevocably consent that the Circuit Court of St. Louis County, 21st Judicial Circuit of the State of Missouri shall have exclusive jurisdiction over any legal action concerning or relating to this Agreement and that venue for purposes of adjudicating any matter arising out of or relating to this Agreement shall be exclusively in the Circuit Court of St. Louis County. The parties expressly waive their right of removal to federal court.

Executed on the date(s) indicated below.

Indemnitor

By: _____

Date



Mail To:
City of Chesterfield
Department of Public Works
690 Chesterfield Parkway West
Chesterfield, MO 63017-0760
Attn: Special Use Permits

Questions: Call (636) 537-4762

OFFICE USE ONLY	
Special Use Permit #:	_____
Issue Date:	_____
Expiration Date:	_____
Issued By:	_____
Permit Fee:	_____
Required Escrow:	_____

SPECIAL USE PERMIT APPLICATION

Project Address or Location: _____

Description of Work (Be Specific): _____

Specify Size of Disturbed Area:

- Concrete Pavement _____ SY (include full slabs – no partial repairs)
- Asphalt Pavement _____ SY
- Sidewalk _____ SF
- Grass/Tree Lawn _____ SF
- Street Tree _____ EA

Proposed Starting Date: _____

Days Required to Complete (including restoration): _____

If work is a Major Project and will exceed 90 days, the Applicant must adhere to the requirements contained within Section 505.070(H) of the City of Chesterfield Municipal Code including a designated contact person (with phone number) and provide notice to all property owners within 200 feet of the project limits.

Applicant Agency: _____
(Agency must be a registered Right-Of-Way User OR working on behalf of an adjacent resident)

Applicant Name: _____ **Phone #:** _____

Applicant Address: _____

City: _____ **State:** _____ **Zip:** _____

Email: _____

Onsite Representative: _____ **Cell #:** _____

Subcontractors to be used by Applicant who will be working under this permit.

Please note that all subcontractors must provide a Certificate of Insurance and Indemnification Form. Any subcontractor utilized who is not listed on this permit and/or does not provide the required insurance certification/indemnification form, will be in violation of City Code and subject to all penalties detailed in Section 505.150.

Subcontractor A:

Name: _____ **Cell #:** _____

Email: _____

Work to be Performed: _____

Subcontractor B:

Name: _____ **Cell #:** _____

Email: _____

Work to be Performed: _____

Subcontractor C:

Name: _____ **Cell #:** _____

Email: _____

Work to be Performed: _____

A detailed plan showing the project details, dimensions and location of the Applicant's proposed work must be included with this application. Please include proximity to the street, curb, sidewalk, streetlights, street trees and other facilities as well as any proposed disturbance of trees and/or landscaping within the right-of-way.

The Applicant **is prohibited** from placing backfill or installing sidewalks, pavement or driveway aprons without a City Inspector present. After the Special Use Permit is issued, applicant must notify the **Department of Public Works by contacting 636-537-4762 a minimum of 24 hours prior to commencement of work.**

The Applicant understands that the Permit expires on the date contained within the Permit authorization and that the Applicant is responsible for maintenance of the disturbed area until such time as the restoration is completed. **If restoration is not completed by the expiration date, or sooner if required by the City, liquidated damages will be assessed in an amount of \$100 per day** in accordance with Section 505.080(6) of the City of Chesterfield Municipal Code. In cases where the City requires restoration sooner than the expiration of the Permit, such requirement will be provided to the Applicant in writing.

Extensions to the Permit expiration date may be considered by the Director of Public Works. Any such request for extension must be submitted in writing at least ten days prior to the expiration date.

In addition to the liquidated damages clause, the City of Chesterfield reserves the right to complete the restoration and charge the Applicant in accordance with Section 505.080(5) of the City of Chesterfield Municipal Code.

I have read, and fully understand, the City of Chesterfield Special Use Permit policy and procedures and I hereby agree to restore right-of-way in accordance with the conditions of the Special Use Permit.

Applicant Signature: _____ **Date:** _____



SPECIAL USE PERMIT

All work, which results in a physical disturbance of the public right-of-way shall require a Special Use Permit. This requirement includes, but is not limited to, all excavations and installations relating to conduit, poles, wires, mains, pipes, valves, conductors, sewers, drains, driveways, trees, and sidewalks. A Special Use Permit is not required for opening and/or inspection of manholes, vaults, and other structures, maintenance of lighting fixtures, or driveway maintenance. The installation of a lawn irrigation system does not require a Special Use Permit as it is covered under a separate application process (go to website form: Lawn Irrigation Backflow Preventer Application).

Please note that these Special Use Permit Instructions are intended to assist an applicant through the permitting process. They do not supersede or replace any requirements contained within Chapter 505 of the City of Chesterfield Municipal Code, City restoration details, or any other specification or City Policy related hereto.

APPLICATION INSTRUCTIONS

- A. In order to obtain a Special Use Permit an applicant or agency must be a Registered Right-of-Way User. This requires a submittal to the Director of Public Works. There is no cost to register as a Right-of-Way User. A contractor working on behalf of a resident abutting the right-of-way does not need to register as a Right-of-Way User and can be granted a Special Use Permit.
- B. A Registered Right-of-Way User can obtain a Special Use Permit by completing the Application, paying the required fee, and depositing the necessary Escrow or Surety. Please note that any subcontractors working on the project must be listed within the application and must provide the required Certificate of Insurance and Indemnification Form.
- C. A **Certificate of Insurance** must be submitted with the application if one is not already on file with the City. Insurance must be for the life of the permit. A sample certificate with required coverage limits is attached. Contractors must provide an original completed Certificate with the producer, the name of the insured, the effective dates of coverage, an NAIC policy number, and an authorized signature. The description field shall state the following:

Project: City of Chesterfield, Special Use Permit

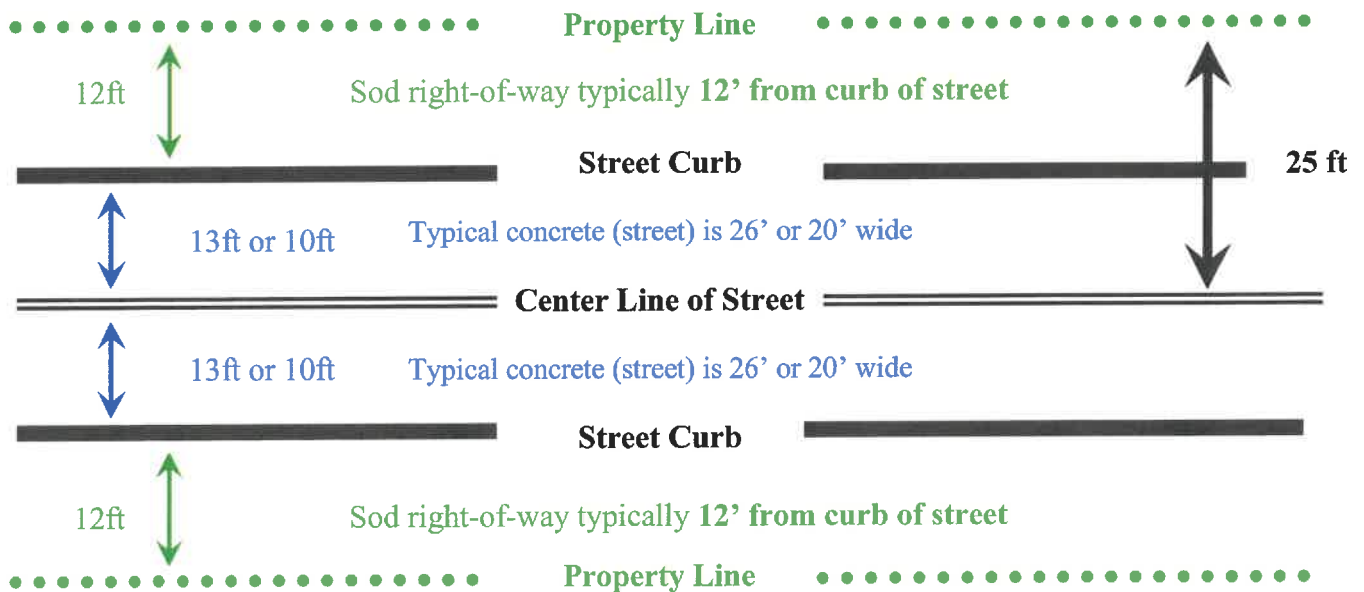
The City of Chesterfield, its officers, officials, employees and agents must be added as an additional insured for general liability, automobile liability and umbrella liability policies. Coverage under such policies shall be primary and non-contributory coverage with the Additional Insured's coverage being excess and shall include Completed Operations coverage. Certificates evidencing such insurance must be furnished to the City prior to issuance of the permit.

- D. Prior to the issuance of a Special Use Permit a **Permit Fee** shall be provided in an amount set by the Director of Public Works. Permit fees will generally be in accordance with the attached Fee Schedule set by the Director of Public Works. Permit fees are non-refundable.
- E. Prior to the issuance of a Special User Permit, a **Cash Escrow** shall be provided in an amount set by the Director of Public Works. Escrows will generally be in accordance with the Escrow Schedule set by the Director of Public Works. Escrow funds will be used, if necessary, to restore the right-of-way in accordance with Section 505.080(5). Any unused Escrow will be returned to the applicant one year after work is completed.
- F. Registered Right-of-Way Users may elect to provide an annual **Surety Bond** in lieu of a Cash Escrow. Any Registered Right-of-Way User desirous of utilizing an annual Surety Bond should contact the Director of Public Works so an amount can be set. The minimum Surety Bond permitted is \$25,000. A standard Surety Bond form is attached and must be utilized.

- G. Approximately 300 days after work is completed, the project area will be inspected by the City of Chesterfield. If the area has been restored successfully, the Cash Escrow will be returned. In the case of an annual Surety, the applicant will simply be notified that the work has successfully been completed and the permit is closed.
 - If the area has not been properly restored, the applicant will be notified that they have 30 days to rectify any deficiencies. If the deficiencies are not rectified within 30 days, the City will use the escrow funds or notify the surety and complete the work in accordance with Section 505.100.
- H. If the proposed work will impact any driving lanes, the Applicant must submit a **Traffic Control Plan** with the application. **This plan shall be in conformance with the latest version of Part VI of the Manual of Uniform Traffic Control Devices (MUTCD).**
- I. **UTILITY LOCATES ARE THE RESPONSIBILITY OF THE APPLICANT. THE APPLICANT MUST CONTACT MISSOURI ONE CALL PRIOR TO DIGGING IN ACCORANCE WITH MISSOURI LAW.**
- J. The applicant **is prohibited** from placing backfill or installing sidewalks, concrete pavement or driveway aprons without authorization from a City Inspector. **The Department of Public Works must be notified a minimum of 24 hours prior to commencement of work at 636-537-4762.**
- K. Any excavation within the public right of way under pavement must be backfilled with compacted rock in accordance with County Specification 726.6.3 and in such a manner that settlement will not occur. Clean rock may be permitted in certain applications with written permission from the Director of Public Works.

Please see the City restoration specifications and details regarding street restoration in concrete or asphalt. All areas outside pavement within the right-of-way shall be restored with sod. If sidewalk within right of way is disturbed it shall be replaced with standard concrete with a broom finish.

Typical Right-of-Way



Chapter 505. Streets and Sidewalks

ARTICLE I. In General

Division 2. Opening And Excavation Of Public Streets

Section 505.070. Work In Streets — Permit.

[CC 1990 § 26-6; Ord. No. 1337 § 1, 11-3-1997]

- A. Required. Except in case of municipal work authorized by the Director of Public Works, no person or entity shall make any opening or excavation or place any object in any public street, alley, sidewalk, parkway or other public place or thoroughfare without a written special use permit from the Director of Public Works.
- B. Work Requiring Permit Authorization. All work which results in a physical disturbance of the public right-of-way shall require permit authorization. This requirement shall include, but not be limited to, all excavations and installations relating to conduit, poles, pole lines, wires, mains, pipes, valves, conductors, sewers, drains, driveways, sidewalks or appurtenances thereof.
- C. Other Work. Work which does not result in a physical disturbance of the public right-of-way and does not interrupt traffic shall not require permit authorization or telephone notification. Examples of this type of work shall include the following: the opening and/or inspection of manholes, vaults and other structures located outside the pavement surface, maintenance of lighting fixtures, maintenance and/or replacement of driveways and sidewalks, etc.
- D. Record. The Director of Public Works shall keep a full and complete account of all permits issued showing the date, the person to whom issued and the location of proposed work.
- E. Permit Placard. Any person having occasion to make any such excavation shall make written application for a permit therefor to the Director of Public Works who is given authority to issue such permits. The application shall state the location and nature of the proposed work and when the work is to be commenced. No permit shall be issued for a period in excess of ninety (90) days.
- F. Emergency work, where the public safety and welfare are endangered, which results in a physical disturbance of the public right-of-way, shall require immediate notification of the proposed work to the Director of Public Works during regular work hours or by telephone to the City Police Department at all other times. Notification should be followed by permit application to the Director of Public Works as soon as possible.
- G. The Director of Public Works shall provide each permittee at the time a permit is issued hereunder a suitable placard plainly written or printed in English letters at least one (1) inch high with the following notice: "City of Chesterfield, Permit No. _____ Expires _____" and in the first blank space there shall be inserted the number of said permit and after the word "expired" shall be stated the date when permit expires. It shall be the duty of any permittee hereunder to keep the placard posted in a conspicuous place at the site of the work. It shall be unlawful for any person to exhibit such placard at or about any site not covered by such permit or to misrepresent the number of the permit or the date of expiration of the permit.

Section 505.080. Deposits.

[CC 1990 § 26-7; Ord. No. 1337 § 1, 11-3-1997]

- A. The applicant shall accompany the permit application with an escrow, bond, insurance, affidavit, etc., indicated herein as necessary for that type of permit.
1. Escrows. Special use permits shall be issued upon the approval of the Department of Planning and the developer depositing with the City a sum equal to that which would be required to assure the completion of said project. Said escrow funds are meant to guarantee the restoration, maintenance and/or rehabilitation of said site if the project does not proceed in accordance with the plans as approved by the Department of Planning of the City. Said escrow can be approved by the Department of Planning and the City Attorney without approval of the City Council. Any portion of the deposit not expended or retained by the City hereunder shall be refunded without interest, not less than one (1) year after the excavation or building is completed and approved by the City.
 2. Surety. In lieu of a cash escrow, a surety of bond or indemnity agreement for not less than one thousand dollars (\$1,000.00) for each permitted site, subject to all the terms and conditions of this Article, may be provided, subject to the approval of the City Attorney. In the case of owners, contractors or builders who have previously violated the subject and provisions of this Section, the amount of the bond, escrow or indemnity shall be increased in each case based on such previous experience.
 3. Refund. If the applicant has restored the pavement in satisfactory form, such deposit shall be refunded to him/her; otherwise, the City shall use the deposit for the purpose of employing others to restore the pavement and surface and the applicant shall be liable to the City for any cost in excess of the amount of the deposit actually expended by the City to restore the same. If the deposit is more than needed to restore the surface, the City shall retain out of the excess the City's fee for arranging and supervising the restoration and refund the balance, if any, to the applicant. If the deposit is not sufficient to pay the cost of restoration and the fee therefor and liquidated damages hereinafter provided, the applicant shall be liable for the difference.
 4. Condition. As a prerequisite to the issuance of a special use permit, the applicant shall agree in writing to be bound by the terms of this Article and to such conditions as may be prescribed by the Director of Public Works as to lights and barricades, the time within which the opening is to be filled and the surface restored and for notice thereof, and to repair as required during the one-year period allowed herein. If the opening is not closed within the time established, the applicant shall pay the sum of one hundred dollars (\$100.00) per day as liquidated damages and not as a penalty, to be deducted from his/her deposit if sufficient.
 5. Insurance.
 - a. The contractor and his/her subcontractors shall procure and maintain during the life of the special use permit, insurance of the types and minimum amounts as follows:
 - (1) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and employers' liability coverage in the minimum amount of five hundred thousand dollars (\$500,000.00).
 - (2) Comprehensive general liability and bodily injury:
 - (a) Including death:
 - i. Each person: five hundred thousand dollars (\$500,000.00).
 - ii. Each occurrence: one million dollars (\$1,000,000.00).
 - (b) Property damage:

- i. Each person: one million dollars (\$1,000,000.00).
 - ii. Aggregate: one million dollars (\$1,000,000.00).
- (3) Comprehensive automobile liability, bodily injury:
 - (a) Including death:
 - i. Each person: five hundred thousand dollars (\$500,000.00).
 - ii. Each occurrence: one million dollars (\$1,000,000.00).
 - (b) Property damage:
 - i. Each accident: one million dollars (\$1,000,000.00).
- (4) Owner's protective bodily injury:
 - (a) Including death:
 - i. Each person: five hundred thousand dollars (\$500,000.00).
 - ii. Each occurrence: one million dollars (\$1,000,000.00).
 - (b) Property damage:
 - i. Each occurrence: five hundred thousand dollars (\$500,000.00).
 - ii. Aggregate: five hundred thousand dollars (\$500,000.00).
- (5) Professional:
 - (a) Liability:
 - i. Each occurrence: one million dollars (\$1,000,000.00).
- b. The owner's protective policy shall name the City as the insured. Certificates evidencing such insurance shall be furnished to the City prior to issuance of the permit.

Section 505.090. Procedure — Notification, Inspection.

[CC 1990 § 26-8; Ord. No. 1337 § 1, 11-3-1997]

- A. **Notice To Director Of Public Works.** No construction work shall commence in any public right-of-way, nor shall any curb on any public street be cut until at least forty-eight (48) hours' notice of intention to commence work is given to the Director of Public Works by the owner, developer or contractor.
- B. **Inspection.** The Director of Public Works may cause a qualified inspector to be present during the construction of such street, sidewalk, curb, way, alley or driveway entrance, and the Director of Public Works or the inspector on the job shall have authority to condemn any material not meeting the standards specified by the Director of Public Works or City Engineer. If any portion of the street fails to meet the minimum requirements, the Director of Public Works or his/her designated inspector on the job shall cause all work on the right-of-way to be stopped until the unsatisfactory conditions are remedied.
- C. **Removal Of Substandard Work.** If any portion of any street, sidewalk, curb, way, alley or driveway entrance is constructed contrary to the provisions of this Section, in the absence of the Director of Public Works or his/her designee, the latter may order the installed material removed unless the owner, contractor, builder or developer shall cause borings and other tests at his/her expense according to the requirements of the Director of Public Works and satisfying him/her that the work done is in conformity with the applicable specifications.

- D. Liability. The owner, developer, builder and contractor shall be jointly and severally responsible for all notices required hereunder, for failure to have an inspector present or for failing to comply with any lawful order of the Director of Public Works or his/her designee.
- E. Protection Of Watercourses. The permittee shall provide for the flow of all watercourses, sewers or drains intercepted during the work and shall replace the same in as good condition as it found them or shall make such provisions for them as the Director of Public Works may direct. The permittee shall not obstruct the gutter of any street and shall use all proper measures to provide for the free passage of surface water. The permittee shall make provision to take care of all surplus water, muck, silt, slickings or other runoff pumped from the work site or resulting from sluicing or other operations and shall be responsible for any damage resulting from the failure to so provide.

Section 505.100. Backfilling And Restoration.

[CC 1990 § 26-9; Ord. No. 1337 § 1, 11-3-1997]

- A. All paving excavations restored shall meet the specifications established by the Director of Public Works.
 - 1. Backfilling. It shall be unlawful for any person to make any backfill in any such excavation unless a duly authorized inspector of the City is present to observe the work, and the backfill is made in accordance with the standards established by the Director of Public Works. It shall be unlawful for any subdivider or any other person to install any paving on any public street in the City unless the provisions of this Section with respect to backfill have been complied with; failure to comply with these provisions on backfilling shall be grounds for refusal by the City to accept any street for maintenance.
 - 2. Breaking Through Pavement. Whenever it is necessary to break through existing pavement for excavation purposes, the pavement shall be removed to at least six (6) inches beyond the outer limits of the subgrade that is to be disturbed in order to prevent settlement, and a six-inch shoulder of undisturbed material shall be provided on each side of the excavated trench. The face of the remaining pavement shall be approximately vertical. A power-driven concrete saw shall be used so as to permit complete pavement or base removal without ragged edges. Asphalt paving shall be scored or otherwise cut in a straight line.
 - 3. Restoration Of Surface. The Director of Public Works shall prepare, and have available for persons making excavations in public streets and other places, a detailed set of specifications for backfilling and restoring paving.
 - 4. Safeguards To Public. No person shall make any street excavation without providing barricades around the same as a warning to the public, and between sunset and sunrise adequate lights shall be provided around the excavation. Traffic warning signs and devices shall be provided in accordance with the "Manual on Uniform Traffic Control Devices" (latest revision) and as required by the Director of Public Works or his/her designee.
 - 5. Attractive Nuisance. It shall be unlawful for the permittee to suffer or permit to remain unguarded at the place of excavation or opening any machinery, equipment or other device having the characteristics of any attractive nuisance likely to attract children and hazardous to their safety or health.
 - 6. City's Right To Restore Surface. If the permittee shall have failed to restore the surface of the street to its original and proper condition or shall otherwise have failed to complete the excavation work covered by such permit, the Director of Public Works, if he/she deems it advisable, shall have the right to do all work and things necessary to restore the street and to complete the excavation work. The permittee shall be liable for the actual cost thereof and twenty-five percent (25%) of such cost in addition thereto for general overhead and administrative expenses. The City shall have a cause of action for all fees, expenses and amounts paid out and due it for such work and shall apply in payment of the amount due if any

funds of the permittee deposited as herein provided and the City shall also enforce its rights under the permittee's surety bond provided pursuant to this Article.

7. Guarantee. It shall be the duty of the permittee to guarantee and maintain the site of the excavation work in the same condition it was prior to the excavation for a period of one (1) year after restoration to its original.

Section 505.110. Sidewalks — Curbs — Gutters — Driveway Entrances.

[CC 1990 § 26-10; Ord. No. 1337 § 1, 11-3-1997]

- A. Construction — Grade — Width. All sidewalks, curbs and gutters constructed, reconstructed or repaired in the City shall be of concrete and shall conform to the established grade of the street. All sidewalks shall be not less than four (4) feet in width.
- B. Supervision Of Work. All work of constructing, reconstructing or repair of sidewalks, curbs and gutters and driveway entrances shall be done under the supervision of the Director of Public Works.

Section 505.120. Specifications Governing Building, Construction, Etc.

[CC 1990 § 26-11; Ord. No. 1337 § 1, 11-3-1997]

The Director of Public Works is hereby authorized and directed to prepare general regulations governing the building, construction, reconstruction or repairing of sidewalks and shall prepare plans and specifications for sidewalks and parkways, parkways shall include all the space between the curb and the property line, or any space in the center of a street which may be set aside as a parkway, and prescribing and requiring certain materials to be used and the manner and form of doing said work, including the kind of shade trees and shrubbery to be planted and the manner of their care and preservation.

Section 505.130. Liability Of City.

[CC 1990 § 26-12; Ord. No. 1337 § 1, 11-3-1997]

This Article shall not be construed as imposing upon the City or any official or employee any liability or responsibility for damages to any person injured by the performance of any excavation work for which a special use permit is used hereunder; nor shall the City or any official or employee thereof be deemed to have assumed any such liability or responsibility by reason of inspections authorized hereunder, the issuance of any permit or the approval of any work.

Section 505.140. Penalty For Removal Of Barricades Or Warning Devices.

[CC 1990 § 26-14; Ord. No. 1337 § 1, 11-3-1997]

It shall be unlawful for any individual to remove, deface, obscure or in any other way alter warning devices erected around any opening or excavation or around any object placed in a public street, or any warning devices which are placed in any alley, sidewalk, parkway or other public place or thoroughfare either by the City or by any other individual or entity for the protection of the public.

FINANCE AND ADMINISTRATION COMMITTEE

Chair: Councilmember Michael Moore

Vice-Chair:

There are no Finance and Administration Committee action items scheduled for Tuesday's meeting.

NEXT MEETING

The next meeting of the Finance and Administration Committee is scheduled for Tuesday, June 27th, at 5:00pm.

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

PARKS, RECREATION AND ARTS COMMITTEE

Chair: Councilmember Mary Monachella

Vice Chair: Councilmember Gary Budoor

There are no Parks, Recreation and Arts Committee action items scheduled for Tuesday's meeting.

NEXT MEETING

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 Parks, Recreation and Arts Director TW Dieckmann or me prior to Tuesday's meeting.

PUBLIC HEALTH AND SAFETY COMMITTEE

Chair: Councilmember Mary Ann Mastorakos

Vice Chair: Councilmember Michael Moore

There are no Public Health and Safety Committee action items scheduled for Tuesday's meeting.

NEXT MEETING

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 to Tuesday's meeting.

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

Liquor License Request – Buzzettas Italian Cafe (120 Chesterfield Valley Drive) has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday sales. **(Voice Vote) Application has been reviewed by the Police Department and the Planning Department. There are no known outstanding municipal violations.**

Liquor License Request – Old House in Hog Hollow (14319 Olive Blvd.) has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday sales. **(Voice Vote) Application has been reviewed by the Police Department and the Planning Department. There are no known outstanding municipal violations.**



MEMORANDUM

DATE: June 12, 2023

TO: Mike Geisel
City Administrator

FROM: Denise Pozniak, Business Assistance Coordinator

SUBJECT: **LIQUOR LICENSE REQUEST – BUZZETTAS ITALIAN CAFE**

BUZZETTAS ITALIAN CAFE ... has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday sales.

There are no known outstanding municipal violations at this location:
120 Chesterfield Valley Dr

Anthony Giovanni Buzzetta is the managing officer with this new ownership.

This application was reviewed and approved by both the Police Department and the Department of Planning.

With City Council approval at the Tuesday, June 20, 2023 city council meeting, I will immediately issue this license.



MEMORANDUM

DATE: June 14, 2023

TO: Mike Geisel
City Administrator

FROM: Denise Pozniak, Business Assistance Coordinator

SUBJECT: **LIQUOR LICENSE REQUEST – OLD HOUSE IN HOG HOLLOW**

OLD HOUSE IN HOG HOLLOW ... has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday sales.

There are no known outstanding municipal violations at this location:
14319 Olive Blvd

Scott Ririe is the managing officer with this new ownership.

This application was reviewed and approved by both the Police Department and the Department of Planning.

With City Council approval at the Tuesday, June 20, 2023 city council meeting, I will immediately issue this license.

OTHER LEGISLATION

Proposed Resolution No. 485 – 16775 & 16806 Baxter Road (Annie Gunn’s) – Right-of-Way Quit-Claim Deed – A resolution of the City of Chesterfield, Missouri authorizing the City Administrator to execute a quit-claim deed to the Thomas P. Sehnert Revocable Trust for any interest in certain real property. **(Roll Call Vote)**

Proposed Resolution No. 486 – A resolution of the City of Chesterfield, Missouri authorizing the sale of real property to the Monarch-Chesterfield Levee District and authorizing the City Administrator to sign and execute the necessary documentation for closing. **(Roll Call Vote)**

UNFINISHED BUSINESS

There is no unfinished business scheduled for this meeting.

NEW BUSINESS

Memorandum

Department of Planning

To: City Council

From: Justin Wyse, Director of Planning *JW*

Date: June 20, 2023



RE: **16775 & 16806 Baxter Road (Annie Gunn's) – Right-of-Way Vacation:** A resolution authorizing the City Administrator to sign a quitclaim deed related to the unused Baxter Road Right-of-Way resulting from the prior realignment of Baxter Road that was previously owned, operated, and maintained by St. Louis County.

Summary

Thomas Sehnert Revocable Trust has submitted to have the City acknowledge it has no interest in the unused right-of-way for Baxter Road that resulted from the realignment of Baxter Road. The property owner has been working on an expansion of their current property and the title company has asked for a quitclaim deed from the City regarding the right-of-way. Since 1988, the City has never used the ROW, never maintained the ROW, and has never taken responsibility for the ROW, as the ROW has been a part of St. Louis County's Arterial Road System since at least 1988. It is my understanding that St. Louis County will be taking similar measures to deny any interest in the right-of-way as they have removed the segment from their Arterial Roadway System.

As the City has, and never has had, an ownership in this area, Staff is recommending approval of the attached resolution. If approved by both the City and County, the area in question would revert to owners of adjacent real estate, as dictated by State law.

RESOLUTION # 485

**A RESOLUTION OF THE CITY OF CHESTERFIELD, MISSOURI
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A QUIT
CLAIM DEED TO THE THOMAS P. SEHNERT REVOCABLE TRUST
FOR ANY INTEREST IN CERTAIN REAL PROPERTY.**

WHEREAS, the Thomas P. Sehnert Revocable Trust (“Annie Gunn’s”) has requested the City quitclaim any interest the City may have in a segment of right-of-way located between Baxter Road and Chesterfield Airport Road which became unused following the relocation of Baxter Road (the “ROW”); and,

WHEREAS, Annie Gunn’s has represented that the title company requires a quitclaim deed from the City for the ROW for purposes of securing financing for the expansion of their thriving local businesses, a store and restaurant known as Annie Gunn’s Smoke House Market and Restaurant; and,

WHEREAS, the City has never used the ROW, never maintained the ROW, and has never taken responsibility for the ROW, as the ROW has been a part of St. Louis County’s Arterial Road System since at least 1988; and,

WHEREAS, as the City has no interest in the ROW and the City desires to help local businesses and support the local economy, the City has no reason to claim any interest in the ROW; and,

WHEREAS, the City Council believes that executing a quitclaim deed to Annie Gunn’s will benefit the local economy and continue to support local businesses which enhance the general welfare.

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

1. The City Council hereby states that the City resolves to quitclaim any interest in that right-of-way between Baxter Road and Chesterfield Airport Road, identified in that Quitclaim Deed dated _____, to the Thomas P. Sehnert Revocable Trust, in accordance with the terms of said Quitclaim Deed, and that any documents in connection therewith be in such form as Michael Geisel, City Administrator, may deem advisable; and that the City Administrator of the City of Chesterfield shall be authorized to execute and deliver said Quitclaim Deed and any documents in connection therewith.

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

Passed and adopted this _____ day of _____, 2023.

Presiding Officer

Mayor

Attest:

City Clerk

RESOLUTION # 486

A RESOLUTION OF THE CITY OF CHESTERFIELD, MISSOURI AUTHORIZING THE SALE OF REAL PROPERTY TO THE MONARCH-CHESTERFIELD LEVEE DISTRICT AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AND EXECUTE THE NECESSARY DOCUMENTATION FOR CLOSING.

WHEREAS, in 2004 the City of Chesterfield, Missouri (the "City") acquired thirty-seven acres of land using Chesterfield Valley Tax Increment Financing ("TIF") revenues for purposes of constructing an additional stormwater pump station at the west end of the Chesterfield Valley (the "Sale Property"); and,

WHEREAS, the City has always intended to transfer the Sale Property to the Monarch-Chesterfield Levee District ("MCLD") for construction of a permanent pump station and MCLD previously excavated the Sale Property for use as a reservoir at no cost to the City; and,

WHEREAS, the Sale Property currently has no other suitable purpose other than use as a stormwater reservoir and acts as a critical component of the interior stormwater management system; and,

WHEREAS, on January 17, 2023, the City Council voted to authorize execution of an Intergovernmental Agreement and Property Sale (the "Agreement") with MCLD authorizing a transfer of the Sale Property for \$2.4 million; and,

WHEREAS, the City Council believes that entering into the Agreement with MCLD and closing on the transfer of the Sale Property will enhance the public health, safety, and welfare of the City's residents.

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

1. The City Council hereby states that the City resolves to sell thirty-seven acres of land, identified in that Intergovernmental Agreement and Property Sale dated January 24, 2023, to the Monarch-Chesterfield Levee District, in accordance with the terms of said Intergovernmental Agreement and Property Sale, and that the closing documents in connection therewith be in such form as Michael Geisel, City Administrator, may deem advisable; and that the City Administrator of the City of Chesterfield shall be authorized to execute and deliver such documents necessary for closing.

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

Passed and adopted this 20th day of June, 2023.

Presiding Officer

Mayor: Bob Nation

Attest:

City Clerk – Vickie McGownd

INTERGOVERNMENTAL COOPERATION AGREEMENT

This **INTERGOVERNMENTAL COOPERATION AGREEMENT** (this "*Agreement*") is entered into as of January 24, 2022, among the **CITY OF CHESTERFIELD, MISSOURI** (the "*City*"), and the **MONARCH-CHESTERFIELD LEVEE DISTRICT** (the "*Levee District*").

RECITALS

1. The Levee District has jurisdiction over the construction, maintenance, oversight, and improvement of the Levee and drainage system which protects the Chesterfield Valley area.
2. The City and the Levee District entered into a Second Amended and Restated Intergovernmental Cooperation Agreement dated as of December 30, 2005 (the "2005 Intergovernmental Agreement"), which provides for certain improvements to the Levee and the grant of a recreation easement by the Levee District to the City.
3. The Levee District entered into a Project Cooperation Agreement (the "PCA") on February 1, 2008 with the United States Army Corps of Engineers to construct the Federal Project which included, but is not limited to, 11.5 miles of levee system along the Missouri River and Bonhomme Creek to an elevation of 3 feet above the 500-year flood event, providing necessary borrow material and attendant seepage control structures, including seepage berms, relief wells, and a sheet pile cutoff; construction of a concrete floodwall/earthen embankment; construction of four pump stations, gravity drains; construction of a railroad and highway closure structures, road realignments and raises.
4. The Levee District substantially exceeded the cost share under the PCA and has been reimbursed by the Federal Government (the "Federal Reimbursement")
5. The Levee District is currently planning on submitting a grant application for the Industrial Site Development Program administered by the Missouri Department of Economic Development (the "DED Grant") to construct a pump station in the West End of Chesterfield Valley (the "West End Pump Station") and related infrastructure improvements for which the City of Chesterfield will serve as a project partner through its provision of real estate, assistance with grant management and support of the industrial development of the site.
6. The City and the Levee District desire to enter into this agreement to provide for the purchase of the West End Detention Basin and Construction of the West End Pump Station by the Levee District.

AGREEMENT

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals. All the above and foregoing Recitals are incorporated into and made a part of this Agreement.

Section 2. Rules of interpretation. Words of the masculine gender shall be deemed and

construed to include correlative words of the feminine and neuter genders. Unless the context indicates otherwise, words importing the singular number shall include the plural and vice versa, and words importing persons shall include persons, associations and corporations, including public bodies, as well as natural persons. All references in this Agreement to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed.

Section 3. Representations by the City. The City hereby represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations hereof, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the City, enforceable in accordance with its terms. To the best of the City's knowledge and belief, no official or employee of the City has any significant or conflicting interest, financial or otherwise, in the transactions contemplated hereby, except for Michael O. Geisel who recused himself from the deliberation and approval of this Agreement.

Section 4. Representations by the Levee District. The Levee District hereby represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations hereof, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary Levee District proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Levee District, enforceable in accordance with its terms. To the best of the Levee District's knowledge and belief, no official or employee of the Levee District has any significant or conflicting interest, financial or otherwise, in the transactions contemplated hereby except for Michael O. Geisel who recused himself from the deliberation and approval of this Agreement.

Section 5. Purchase of West End Detention Basin. Subject to successful award and acceptance by the Levee District of the DED Grant, the Levee District shall purchase the parcel with St. Louis County locator numbers 17W140052 and 17W140041 (the "Property"), currently owned by the City and serving as a detention basin and totaling 37.48 acres with closing to occur on July 6, 2023 pursuant to the proposed Purchase Agreement attached as Exhibit A.

Section 6. Construction of the West End Pump Station. Subject to successful award and acceptance by the Levee District of the DED Grant, the Levee District shall construct a pump station on the Property as authorized and specified in the District's Plan of Reclamation attached as Exhibit B. Upon completion of the West End Pump Station, the Levee District shall maintain and operate the West End Pump Station. The Levee District shall use the Federal Reimbursement for the acquisition of the Property, its cost share for the construction of the West End Pump Station and any remaining amount for capital improvements any maintenance for the Levee District's flood and interior drainage protection system.

Section 7. Prior Agreements. To the extent applicable, performance of the Section 5 Purchase and Section 6 Pump Station Project shall restate and replace any outstanding obligations under the Prior Agreements.

Section 8. Remedies on Default. Except as otherwise provided in this Agreement, in the event of any default in or breach of any material term or condition of this Agreement by any party or any permitted successor or assign, the defaulting or breaching party shall, upon written notice from any

of the other parties, proceed to immediately cure or remedy such default or breach, and shall, in any event within 30 days after receipt of such notice, commence to cure or remedy such default or breach. In case such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party or parties may institute such proceedings as may be necessary or desirable in its or their opinion to cure and remedy such default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching party.

Section 9. Rights and Remedies Cumulative. The rights and remedies reserved by the City and the Levee District and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The City and the Levee District shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions hereof, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 10. Notices. Any notice, demand, or other communication required by this Agreement to be given to either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by (a) United States first class mail, postage prepaid; (b) facsimile; (c) hand delivery; or (d) a nationally recognized overnight delivery service to the following addresses:

To the City: City of Chesterfield, Missouri
690 Chesterfield Parkway West
Chesterfield, MO 63017
Attention:

To the Levee District: Monarch-Chesterfield Levee District
c/o Husch Blackwell, LLC
190 Carondelet Plaza -Suite 600
Clayton, MO 63105-3441
Attention: David Human

The City and the Levee District may from time to time designate, by notice given hereunder to the other parties, another address to which subsequent notices or other communications shall be sent.

Section 11. Severability. If any provision hereof is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12. Governing Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Missouri for all purposes and intents.

Section 13. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument. Section headings are used herein for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

Section 14 Representatives Not Personally Liable. No elected or appointed official, agent,

employee or representative of the City or the Levee District shall be personally liable to any party or any third party in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

Section 15 Force Majeure. Neither the City nor the Levee District nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended, in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; war; restrictive government regulations; issuance of any permits and/or legal authorization by a governmental entity necessary for the Levee District to proceed with construction of the Project or any portion thereof; shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or wet soil conditions; or other causes beyond the parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement *provided that* such event of force majeure shall not be deemed to exist as to any matter initiated or unreasonably sustained by any party hereto, and further *provided that* the party claiming an event of force majeure notifies the other party in writing within ten (10) days of the commencement of such claimed event of force majeure.

IN WITNESS WHEREOF, the City and Levee District have caused this Agreement to be executed in its name and has caused its seal to be affixed thereto, and attested as to the date first above written.

The City of Chesterfield, Missouri

By: Bob Nation
Mayor Bob Nation

**MONARCH-CHESTERFIELD LEVEE DISTRICT,
a Missouri Levee and Drainage District**

By: W. S. Kirchoff
Michael O. Geisel, President of the Board of Supervisors
William S. Kirchoff - Secretary / Treasurer

Exhibit A
Purchase Agreement

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement"), dated as of January 24, 2023, is made and entered into by and between Buyer and Seller (as defined below).

1. BASIC INFORMATION. All capitalized terms used in this Agreement shall have the meanings specified in the Basic Information, unless otherwise defined herein.

"Business Day" means any day that is not a Saturday, Sunday or other legal holiday.

"Buyer" means the Monarch Chesterfield Levee District, a Missouri Levee District formed under RSMo. 245, or any assignee of its rights hereunder, whose address is: 190 Carondelet, Plaza Suite 600, Clayton Mo 63105-3441 and notices to the Buyer shall be sent to Attn. David Human.

"Closing" means the event at which the purchase and sale transaction contemplated herein is consummated.

"Closing Date" means the date which is July 6, 2023; provided, however, if such day is a Saturday, Sunday or other legal holiday, then the Closing Date shall be the next Business Day.

"Commitment" means the title insurance commitment to be obtained by Buyer relative to the Property to be issued by the Title Company.

"Earnest Money" means the five thousand dollars and no cents (\$5,000) paid under Section 4.

"Effective Date" means the first date on which this Agreement has been fully executed and delivered by Buyer and Seller.

"Hazardous Substances" means all substances, wastes, pollutants, contaminants and materials regulated, or defined or designated as hazardous, extremely or imminently hazardous, dangerous, or toxic, under applicable Federal, state, commonwealth and local laws, rules, regulations and ordinances, including, without limitation the following: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 42 U.S.C. et seq., the Atomic Energy Act, 42 U.S.C. §§ 2011 et seq. and the Hazardous Materials Transportation Act, 42 U.S.C. §§ 1801 et seq.; petroleum and petroleum products including crude oil and any fractions thereof; asbestos or asbestos containing material; and natural gas, synthetic gas, and any mixtures thereof.

"Inspection Period" means the ninety (90) day period commencing on the day after the date on which Buyer receives Seller's originally signed acceptance of this Agreement.

"Lease" means any lease, tenancy agreement, occupancy agreement, license, parking agreement, rooftop lease agreement, or other agreement granting to any third person the right to use, occupy, farm or otherwise enter onto the Property or any portion thereof.

"Permitted Exceptions" means only those special exceptions to Seller's title to the Property listed in Schedule B of the Commitment which Seller has not agreed under either (i) the other provisions of this Agreement or (ii) any agreement of Seller signed after the date of this Agreement, to cause to be removed as exceptions from the Commitment or any policy of title insurance to be issued pursuant thereto;

provided, however, that no lien, mortgage, Lease, judgment lien, tax lien, vendor's lien, mechanic's lien or other lien, whether voluntary or involuntary, shall constitute a Permitted Exception.

“Property” means the approximately 37.48 acres of land located in St. Louis County, Missouri with locator numbers 17W140052 and 17W140041 and otherwise as described in Section 2 below.

“Purchase Price” means two million four hundred thousand and no cents Dollars (\$2,400,000).

“Seller” means the City of Chesterfield, a Missouri third class city whose address is 690 Chesterfield Parkway West, Chesterfield MO 63017 and notices to the Seller shall be forwarded to that address.

“Title Commitment” means a commitment from the Title Company setting forth the basis upon which the Title Company is willing to insure title to the Property, together with legible copies of all documents identified therein as exceptions to title (excluding mortgages, deeds of trust and similar matters which shall be released at Closing)

“Title Company” means St. Louis Title L.L.C or any reputable title insurance company designated by Buyer.

“Title Policy” means the ALTA owner's policy of title insurance to be issued to Buyer at the Closing in the amount of the Purchase Price pursuant to the Commitment.

2. PURCHASE AND SALE. In consideration of the Earnest Money, the mutual covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer agrees to purchase and acquire from Seller, and Seller agrees to sell and convey to Buyer or its designee, the following (collectively, the “Property”), on the terms and subject to the conditions in this Agreement:

2.1 The tract or tracts of real property described on Exhibit A attached to this Agreement, together with (i) all and singular the rights and appurtenances pertaining to such real property, including any easements; (ii) all right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way; and (iii) any and all water, water rights, oil, gas or minerals lying within or which are appurtenant to such real property and any rights with respect thereto (collectively the “Land”).

2.2 All improvements, structures and fixtures now constructed and completed with respect to and situated on the Land, (collectively, the “Improvements”).

2.3 All Leases covering all or any portion of the Land and/or the Improvements, all claims or causes of action with respect to the foregoing, and all contract rights approved by Buyer and all other intangible rights which are appurtenant to the Land and/or the Improvements, (collectively, the “Intangible Property”).

2.4 The Land and Improvements shall be referred to herein collectively as the “Property.”

3. PURCHASE PRICE. Buyer agrees to pay and Seller agrees to accept payment of the Purchase Price on the Closing Date, plus or minus prorations, by wire transfer of good funds delivered first to the Title Company, in escrow, and then by the Title Company to Seller. The Purchase Price shall be adjusted at Closing by prorations made in accordance with this Agreement.

4. EARNEST MONEY. Within five (5) Business Days following the acceptance of this Agreement by Seller, Buyer shall deposit the Earnest Money at the Title Company. The Title Company shall hold the Earnest Money for the mutual benefit of the parties hereto in an interest bearing account at a bank whose accounts are federally insured. At Closing, the Title Company shall pay the Earnest Money to Seller and such payment shall be credited against the Purchase Price payable by Buyer hereunder on the Closing Statement (as defined below).

5. SELLER'S DELIVERIES. Within five (5) days after the Effective Date (or such longer periods as may expressly be provided below), Seller shall deliver or cause to be delivered to Buyer, correct and complete copies of the following (to the extent in Seller's possession), with respect to the Property (collectively, the "Seller's Deliveries"):

5.1 Copies of all service contracts, management agreements, equipment leases and other forms of operating agreements affecting the Property (collectively, the "Contracts"), together with Seller's identification of such contracts or leases which will survive Closing and which are not terminable at Closing or upon thirty (30) days notice.

5.2 Copies of all real estate tax bills for the two (2) years immediately preceding the date hereof and copies of any notice of change in assessed value or tax rate for the Property.

5.3 Copies of all Leases together with all amendments thereof, all side letters relating thereto and all notices received from any tenants of the Property.

5.4 Copies of all certificates of occupancy and other governmental licenses and permits issued in respect to or required for the present use and occupancy of the Property.

5.5 Copies of any and all environmental reports in Seller's possession relating to the Property or any portion thereof and the environmental conditions at or affecting the Property (including, without limitation, any wetlands studies or reports); together with Seller's authorization to allow the firm preparing the same to provide copies of all documents prepared by or received by such engineer relating to the Property to Buyer and Buyer's attorneys, lenders and other consultants.

5.6 Copies of any and all topographical studies of the Property in Seller's possession relating to the Property or any portion thereof; together with Seller's authorization to allow the firm preparing the same to provide copies of all documents prepared by or received by such engineer relating to the Property to Buyer and Buyer's attorneys, lenders and other consultants.

5.7 Copies of any and all studies of the soil and other subsurface conditions of the Property in Seller's possession relating to the Property or any portion thereof; together with Seller's authorization to allow the firm preparing the same to provide copies of all documents prepared by or received by such engineer relating to the Property to Buyer and Buyer's attorneys, lenders and other consultants.

5.8 Copies of any and all development agreements, development approvals, service contracts, management agreements and other operating agreements affecting the Property.

5.9 Copies of all site plans or other plans and specifications for any contemplated improvements on the Property including copies of all budgets, contracts, bids and other information in Seller's possession relating to any proposed improvements for the Property, together with any and all other soil tests, engineering studies, environmental audits or reports, traffic studies, communications with

governmental authorities relating to access requirements for the Property, reports of insurance carriers, agreements, plats, plans, drawings, specifications, title insurance policies, documents creating title exceptions and other like documents, instruments and items relating to the Property, or any portion thereof.

5.10 Copies of any notifications received by Seller asserting that the Property, or any portion thereof, does not comply with any law, rule, regulation, order, code, permit or other legal requirement.

6. AFFIRMATIVE COVENANTS OF SELLER. Seller agrees as follows:

6.1 Maintenance. From and after the date hereof, Seller shall operate, maintain and manage the Property in the same manner as operated and managed heretofore; provided, however, that Seller shall not, without the prior written consent of Buyer, enter into any transaction in respect to or affecting the Property, suffer the creation of any new title exception affecting the Property, enter into any Lease, mortgage, easement, property management agreement, construction contract or other contract affecting all or any portion of the Property or the development thereof, grade or otherwise improve the Property, or commit or suffer any waste to the Property.

6.2 No New Title Exceptions. Seller shall not create or suffer the creation of any exception to title which is not a Permitted Exception (and will not amend, modify or terminate any Permitted Exception), and if any such exceptions arise, then Seller shall cause the same to be released as encumbrances against the Property prior to Closing. Seller shall cause any and all mortgages, deeds of trust and Leases to be terminated and released at or prior to the Closing in a manner acceptable to the Title Company for the purpose of insuring Buyer that the title to be conveyed on the Closing Date will be free and clear of any such mortgages, deeds of trust or Leases. If Seller breaches any of the agreements in this paragraph, Buyer shall have the right to cause the same to be paid and satisfied in full at Seller's expense.

6.3 Inspection Right. Seller shall permit, and hereby grants to, representatives, agents, employees, surveyors, contractors, appraisers and engineers designated by Buyer access to and entry upon the Property and the improvements thereon to inspect, measure and test the Property and the soil and other subsurface conditions thereof. Buyer shall, at its expense, repair any damage to the Property caused by Buyer's inspection or testing thereof. Seller agrees to promptly respond to any requests for information relating to the Property and the use thereof which may be made by Buyer or its consultants. Without limiting the generality of the foregoing, Seller shall furnish Buyer and its environmental consultant with such information concerning the storage, use or disposal of pesticides, herbicides or other Hazardous Substances at or near the Property Buyer or such consultant may request, the history of the Property or such other matters as may be requested.

6.4 Termination of Contracts. All contracts, Leases or other agreements which affect the ownership or operation of the Property and which are not Permitted Exceptions shall be terminated by Seller at or prior to the Closing Date at Seller's expense, except for those Contracts which Buyer has elected to assume, in writing, during the Inspection Period.

7. REPRESENTATIONS AND WARRANTIES OF SELLER. To induce Buyer to execute, deliver and perform this Agreement, Seller hereby represents and warrants to Buyer on and as of the date hereof and on and as of the Closing Date as follows:

7.1 Seller has good and marketable title to the Property free and clear of liens, security interests, encumbrances, leases, occupancy agreements, options, rights of first refusal and

restrictions of every kind and description, except for the Permitted Exceptions and liens pursuant to indebtedness for borrowed money which Seller will cause to be discharged at or prior to Closing.

7.2 Seller is a third class city duly organized and is validly existing and in good standing under the laws of the State of Missouri. The execution and delivery of this Agreement, and the performance by Seller of all of its covenants and obligations hereunder, have been approved by all requisite action on the part of Seller and this Agreement constitutes the legal, valid and binding obligation of Seller and is enforceable in accordance with the terms hereof.

7.3 There are no claims, causes of action or litigation or administrative proceedings pending or, to Seller's knowledge, threatened in respect to the ownership or operation of the Property, including, without limitation, disputes of tenants, employees, government authorities, environmental groups, prior owners, utilities, contractors, adjoining landowners or suppliers of goods and services.

7.4 To Seller's knowledge, (i) the Property does not contain and is not affected by any Hazardous Substances, underground storage tanks, hydrocarbon contamination, radioactive materials, electromagnetic fields or other pollutants or contaminants and has not been used as a landfill or other waste disposal site; (ii) no part of the Property lies within any area designated as a special flood hazard area as determined by FEMA; (iii) no part of the Property lies within any formal burial ground site or other area of archaeological or anthropological significance; (iv) no part of the Property is inhabited by, or is in the migratory path of, any endangered species of plant or animal life which could prohibit, delay or render more costly the development of the Property, (v) no part of the Property has been mined or drilled to explore for or extract any minerals, oil, gas or other natural resources, and (vi) no mining activities have occurred on or under any portion of the Property.

7.5 The Seller's Deliveries will be true, correct and complete in all material respects and the same will not omit any material information required to make the submission thereof fair and complete and, except for such documents, there are no leases (other than the Leases), options, management or other contracts or agreements of any kind relating to or affecting the Property or any part thereof which will survive Closing or be binding upon Buyer.

7.6 No commitments have been made to any governmental or non-governmental organizations, groups or individuals relative to the Property or any portion thereof which would impose an obligation on Buyer or its successors to contribute or dedicate land or money or to construct any improvements on or off the Property.

7.7 Seller has no knowledge of any planned or commenced public improvement which may result in special assessments or otherwise materially affect the Property or any portion thereof, any possible condemnation of the Property or any portion thereof or the widening of any street abutting the Property, or any possible change in zoning classification of the Property.

7.8 Seller has not received any notice: (i) from any federal, state, county or municipal governmental authority alleging any fire, health, safety, building, pollution, environmental, zoning or other violation of law in respect to the Property or any part thereof which has not been entirely corrected; (ii) from any insurance company of any defects or inadequacies in the Property or any part thereof which would adversely affect the insurability of the Property or cause the imposition of extraordinary premiums therefor; or (iii) proposing or announcing a material change in the tax assessment of the Property or any part thereof from the assessment last made and reflected in the tax bills and financial statements furnished to Buyer pursuant to this Agreement.

7.9 To the best of Seller's knowledge, the Property has been constructed, used, maintained and occupied in compliance with all applicable laws, including, without limitation, health, safety, building, environmental, fire and zoning laws, regulations and codes and other state and municipal requirements.

7.10 Neither Seller nor, to the best knowledge of Seller, any of the tenants under the Leases are in breach of any provision under the Leases and no event has occurred or condition exists which, with the giving of notice, the passage of time, or both, would constitute such a breach or default under the Leases.

Seller shall notify Buyer if any of Seller's representations under this Agreement are or become untrue immediately upon Seller's discovery thereof. Buyer's obligation to close under this Agreement is expressly conditioned upon all of the foregoing representations and warranties being true and correct as of the Closing Date.

8. INSPECTION PERIOD. Buyer shall have the right, for any or no reason, to terminate this Agreement upon the delivery of notice thereof to Seller given on or before the date five (5) Business Days after the expiration of the Inspection Period. If Buyer terminates this Agreement as aforesaid, then the Earnest Money shall be immediately refunded to Buyer; and upon any such termination neither party shall have any further obligation hereunder.

9. CLOSING CONDITIONS. The obligation of Buyer to close the transaction contemplated herein is conditioned upon the satisfaction of each and every one of the following conditions (collectively, the "Conditions"):

9.1 Buyer's satisfaction with and approval of, in Buyer's sole and absolute discretion, the Seller's Deliveries.

9.2 Buyer's satisfaction with and approval of, in Buyer's sole and absolute discretion, Buyer's inspections of the Property, which inspections shall include, without limitation, (i) a current survey of the Land prepared by a surveyor licensed in the state in which the Property is located in accordance with ALTA-ASCM land survey standards; (ii) the Title Commitment and all documents constituting exceptions to Seller's title; (iii) a report of a qualified professional engineer relative to all portions of the Property (including, without limitation, the roof, the foundation and other structural portions of the Improvements, mechanical systems, electrical facilities, fire protection, security and plumbing); (iv) a report of a qualified environmental engineer relative to the environmental conditions at or affecting the Property; and (v) a letter from the city or county in which the Property is located confirming the zoning classification of the Land together with copies of any applicable land use regulations and/or restrictions.

9.3 Seller's due and timely performance of Seller's obligations under this Agreement.

9.4 Each of Seller's representations and warranties under this Agreement being true and correct in all material respects.

9.5 The issuance to Buyer of the Title Policy subject only to the Permitted Exceptions, upon payment of the premium therefor.

If Buyer is not satisfied, in Buyer's sole and absolute discretion, with the Conditions, then Buyer shall have the right to either (i) terminate this Agreement upon the delivery of notice thereof to Seller given at

any time prior to or on the Closing Date, or (ii) extend the Closing Date for such period of time as Buyer reasonably determines is necessary for each and every one of the Conditions to be satisfied; provided, however, that the Closing Date shall not be extended for more than sixty (60) days after the originally scheduled Closing Date. If Buyer terminates this Agreement pursuant to its rights hereunder as aforesaid, then the Earnest Money shall be immediately refunded to Buyer; and upon any such termination neither party shall have any further obligation hereunder.

10. CLOSING AND POSSESSION.

10.1 The transaction contemplated hereby shall close on the Closing Date at the offices of the Title Company, provided that Buyer may designate a date for Closing prior thereto upon the delivery of written notice thereof given to Seller not less than ten (10) days prior to the desired date of Closing. A party to this Agreement will not be required to be present in person at such Closing if such party has delivered all of the items it is required to deliver at the Closing to the Title Company on or before the Closing; provided, that if such items have been delivered to the Title Company with escrow instructions, such instructions must be consistent with the provisions of this Agreement. If any such instructions conflict with the provisions of this Agreement, the provisions of this Agreement shall govern. The attorneys of each party are hereby authorized to execute and deliver escrow instructions on behalf of their respective clients with the same binding effect as if executed by their respective clients.

10.2 At Closing, Seller shall execute (where necessary) and deliver to Buyer the following:

- (i) a special warranty deed conveying to Buyer or its designee title to the Land subject only to the Permitted Exceptions;
- (ii) a bill of sale transferring to Buyer or its designee title to the Personal Property, if any;
- (iii) a counterpart of an assignment of leases (the "Assignment of Leases") assigning to Buyer Seller's rights under the Leases, if any;
- (iv) original executed counterparts of the Leases and all guaranties and warranties and any Contracts which Buyer is assuming;
- (v) a certification that Seller is not a foreign person (as defined in Section 1445 of the Internal Revenue Code of 1986, as amended);
- (vi) such other certifications and confirmations as may be reasonably required by the Title Company to insure over any liens or encumbrances affecting the Property, and the standard exceptions contained in an ALTA owner's policy of title insurance (except the survey exception);
- (vii) sole possession of the Property and all keys thereto, except as to that portion leased pursuant to the Leases, if any; and
- (viii) the Closing Statement.

10.3 At Closing, Buyer shall execute (where necessary) and deliver to Seller the following:

- (i) the Purchase Price, subject to the credits and adjustments shown on the Closing Statement;
- (ii) a counterpart of the Assignment of Leases; and
- (iii) the Closing Statement.

11. PRORATIONS.

11.1 Buyer shall receive a credit against the Purchase Price for the amount of current real estate taxes levied against the Property, if any, which are unpaid as of the Closing Date and which are allocable to the period prior to and including the Closing Date (based on the actual number of days elapsed in a year over the total number of days in such year), the amount of such credit to be determined on the basis of the current tax bills for the Property or, if the same are not available on the day of the Closing, the most recent ascertainable assessed value and tax rate, with the parties agreeing to re-prorate said taxes upon the receipt of the actual tax bills for the Property. Seller shall be responsible for paying the real estate taxes for all periods prior to the tax year in which the Closing occurs out of Seller's own funds and Seller shall provide evidence of the payment thereof at or prior to the Closing Date. If the Property was part of one or more tax parcels which included land not within the boundary lines of the Property during any period over which taxes are to be prorated as provided herein, then the parties agree to prorate the real estate taxes (relating to the unimproved land component of such taxes only) over the entire tax parcel or parcels on a per square foot basis.

11.2 Other items customarily adjusted upon the sale of a property similar to the Property shall be adjusted by the parties. Seller and Buyer shall diligently attempt to determine the exact amounts of prorations and adjustments prior to or at Closing; provided, however, the parties acknowledge that exact amounts may not be available at Closing and agree to re-prorate such items following Closing based upon final bills or statements.

11.3 Buyer and Seller agree that the Title Company shall be the "reporting person" relative to the transaction contemplated herein for purposes of Section 6045(e) of the Internal Revenue Code of 1986, as amended.

12. EXPENSES.

12.1 Buyer shall pay for (i) all costs of Buyer's inspection of the Property; (ii) one half (1/2) of the Closing or escrow fees of the Title Company; and (iii) the fees and expenses of Buyer's counsel.

12.2 Seller shall pay for (i) the fees and expenses of Seller's counsel; (ii) one half (1/2) of the Closing or escrow fees of the Title Company; (iii) the premium for the Title Policy to be issued to Buyer, with coverage in the amount of the Purchase Price; (iv) any and all transfer taxes, deed stamps or other taxes due in connection with the sale or conveyance of the Property contemplated herein; (v) the costs of recording and/or filing any releases relating to any liens against Seller's interest in the Property; and (vi) all commissions or fees payable to the Brokers.

13. BROKERAGE. The parties hereby represent and warrant to one another that they have not dealt with any broker or finder in respect to the transaction contemplated hereby except for the Brokers. The parties hereby agree that any commissions or fees payable to the Brokers shall be the responsibility of Seller. Each party hereby agrees to indemnify, defend and hold the other harmless from and against any and all claims, causes of action, losses, damages, liabilities, judgments, settlements and

expenses (including, without limitation, attorneys' fees) that the other may sustain or incur by reason of its breach of the foregoing representation and warranty.

14. DESTRUCTION OR DAMAGE. Seller shall bear all risk of loss or damage to the Property prior to Closing and shall insure the Property against loss by vandalism, fire or other casualty in an amount not less than the full replacement value thereof. If, prior to Closing, the improvements on the Property are destroyed or damaged by vandalism, fire or other casualty, Seller shall promptly notify Buyer thereof and Buyer shall have the option, exercisable by delivery of written notice to Seller within fifteen (15) days after Buyer receives notice of such damage or destruction from Seller, to terminate this Agreement. If Buyer does not elect to terminate this Agreement as provided above, Seller shall, at Closing, assign or pay to Buyer all insurance proceeds collected or claimed with respect to such loss or damage and the amount of any deductible or co-insurance applicable to such insurance. In connection with any such assignment, Seller shall cause Seller's insurance carrier to acknowledge such assignment and agree to pay to Buyer any proceeds of such insurance. Notwithstanding anything to the contrary in the foregoing, if the Property is damaged by vandalism, fire or other casualty and the cost of repairing such damage exceeds Fifty Thousand Dollars (\$50,000.00), then Buyer may, at its option, defer Closing until such damage is repaired, replaced or restored and Seller shall, at Seller's cost, diligently and in good faith proceed to complete such repair, replacement and/or restoration.

15. CONDEMNATION. If, prior to Closing, all or any portion of the Property is taken by exercise of the power of eminent domain or any proceedings are instituted to effect such a taking, Seller shall promptly notify Buyer thereof and Buyer shall have the option, exercisable by the delivery of notice to Seller within fifteen (15) days after Buyer receives notice of such taking, to terminate this Agreement. If Buyer does not elect to terminate this Agreement as provided above, Seller shall, at Closing, assign or pay to Buyer all condemnation awards collected or claimed relative to such taking.

16. DEFAULT.

16.1 If Buyer defaults in the performance of its obligations hereunder and Seller is not then in default in the performance of its obligations hereunder, then the Earnest Money shall be forfeited to Seller as Seller's sole and liquidated damages for Buyer's default, it being agreed that the receipt thereof shall be Seller's sole and exclusive remedy for any such default (any right of Seller to specific performance or other equitable remedy being expressly waived), and Buyer shall have no further obligation or liability to Seller hereunder by reason thereof.

16.2 If Seller defaults in the performance of its obligations hereunder, then Buyer shall have the right, at Buyer's option, to (i) terminate this Agreement by the delivery of notice thereof to Seller, in which event Buyer shall be entitled to receive a refund of the Earnest Money and recover from Seller all of Buyer's losses, damages and expenses suffered by Buyer as a result thereof, or (ii) exercise any other right or remedy available under applicable law as a result of such default including, without limitation, the right to specifically enforce Seller's obligations under this Agreement. In the event of any material misrepresentation or breach of warranty by Seller which is discovered by Buyer prior to Closing, Buyer shall have the right, at Buyer's sole option, to (i) consummate the purchase of the Property notwithstanding such misrepresentation or breach without waiving any other rights or remedies as a result thereof, or (ii) terminate this Agreement by the delivery of notice thereof to Seller, in which event Buyer shall be entitled to receive a refund of the Earnest Money and to recover from Seller all of Buyer's losses, damages and expenses suffered by Buyer as a result thereof.

16.3 In the event either party elects to assert its rights with respect to the refund or forfeiture of the Earnest Money as provided in this Agreement during the period of time when the Title Company is holding the Earnest Money, the parties shall follow the procedure set forth in this Section.

The party claiming the right to receive the Earnest Money shall deliver an affidavit to the Title Company stating that it is entitled to the receipt of the Earnest Money and stating the reasons therefor. Upon the receipt of such affidavit, the Title Company shall deliver to the other party a copy of such affidavit together with a notice stating that if no objection to the disposition of the Earnest Money as set forth in the affidavit is received from the other party within ten (10) days after the date such notice is sent by the Title Company, the Title Company will deliver the Earnest Money in accordance with the terms of such affidavit. If such other party fails to object to the disposition of the Earnest Money by the Title Company within the ten (10) day period as provided above, then the Title Company is hereby authorized and directed by the parties to this Agreement to deliver the Earnest Money in accordance with the terms of such affidavit. If such other party delivers to the Title Company an objection to the disposition of the Earnest Money as contemplated in such affidavit within such ten (10) day period, then the Title Company may interplead the Earnest Money into a court of competent jurisdiction for a resolution of any disputes involving the Earnest Money.

16.4 If any litigation is commenced to enforce the rights of either party under this Agreement, then the non-prevailing party shall reimburse the prevailing party for all expenses incurred in connection with any such litigation or other proceeding, including, without limitation, attorneys fees and court costs. Such obligation shall survive the Closing or any termination of this Agreement.

17. SURVIVAL. All representations, warranties, covenants, agreements and obligations of the parties hereto shall, notwithstanding any investigation made by any party hereto, survive Closing and the same shall inure to the benefit of and be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto.

18. NOTICES. Any notice or other document to be given hereunder shall be in writing and shall be delivered personally or sent by United States registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the respective addresses set forth in Section 1 of this Agreement, and the same shall be effective upon receipt if delivered personally, one (1) Business Day after deposit with FedEx or other reputable overnight courier or two (2) Business Days after deposit in the mails if mailed. In addition, notices may be sent by Facsimile to the facsimile number indicated for each party in Section 1 of this Agreement, and the same shall be deemed delivered upon the transmission thereof to the correct number if the same is also sent by overnight courier as aforesaid. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

19. CONFIDENTIALITY. Each party agrees that the terms of this Agreement shall be held in confidence and shall not be disclosed to the public or any third party without the prior written consent of the other party hereto, except to the extent provided herein. Notwithstanding anything herein to the contrary, Buyer may disclose the terms of this Agreement to its lenders, attorneys and consultants; the Title Company; and governmental agencies to the extent such disclosure is necessary to carry out the terms of this Agreement.

20. MISCELLANEOUS. This Agreement contains the entire agreement and understanding of the parties in respect to the subject matter hereof, and the same may not be amended, modified or discharged nor may any of its terms be waived except by an instrument in writing signed by the party to be bound thereby. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Time is of the essence in this Agreement. Seller may not assign its rights or delegate its obligations hereunder without the prior written consent of Buyer. Buyer may assign its rights and delegate its obligations hereunder, without Seller's consent. This Agreement shall be governed by and construed in accordance with the laws of the state where the Property is located. The transmission by facsimile of signed

counterpart of this Agreement to a party at its facsimile number indicated above shall have the same binding effect as the hand delivery of an originally signed counterpart hereof.

[Signatures appear on next page.]

SIGNATURE PAGE FOR
PURCHASE AND SALE AGREEMENT

IN WITNESS WHEREOF this Agreement is executed as of the date set forth above.

“Buyer”

Monarch Chesterfield Levee District

By: W.S. Kirchoff

Printed Name: William S. Kirchoff

Title: Secretary/Treasurer

“Seller”

By: Bob Nation

Printed Name: Bob Nation

Title: Mayor

EXHIBIT A

[Insert legal description of land.]

Exhibit B
Plan of Reclamation

MONARCH-CHESTERFIELD LEVEE DISTRICT

ST. LOUIS COUNTY, MISSOURI

FIRST AMENDMENT

TO THE

THIRTEENTH SUPPLEMENTAL PLAN FOR RECLAMATION

May 2022

During the Flood of 1993, the Monarch-Chesterfield Levee District was flooded with eight to twelve (8 – 12) feet of water as a result of the breach of a portion of the Monarch-Chesterfield levee. The levee breach caused the flooding of approximately four thousand seven hundred (4,700) acres of land along the Missouri River. The flood water submerged Interstate 64 within the District and caused extensive damage to commercial buildings, the St. Louis County Jail, the Spirit of St. Louis Airport, as well as residential and agricultural property.

In the fall of 1993, the United States Corps of Engineers began reconstruction of the levee to the same condition as the levee existed prior to the flood. The reconstruction was substantially completed by January 1, 1994 and the final work was completed in March 1994. The Federal Emergency Management Agency (FEMA), in a letter to the City of Chesterfield, Missouri (the "City") dated August 25, 1993, requested the City, in concert with St. Louis County, Missouri, to provide recertification of the levee for the 100-year flooding conditions in order to retain the National Flood Insurance Program shown on the current FLOODWAY and FIRM maps.

The City retained Sverdrup Civil, Inc. (the "District's Engineer") to provide engineering services for the recertification of the Monarch-Chesterfield levee in accordance with the FEMA request. The District's Engineer identified certain repairs and improvements, which were required to meet the minimum standards established by FEMA. These repairs and improvements were completed between October 1994 and May 1996 and the District's Engineer made its final application to FEMA for recertification of the levee.

MONARCH-CHESTERFIELD LEVEE DISTRICT

ST. LOUIS COUNTY, MISSOURI

FIRST AMENDMENT

TO THE

THIRTEENTH SUPPLEMENTAL PLAN FOR RECLAMATION

May 2022

In August 1996, the District, in conjunction with the City, initiated a construction project to install three stormwater pump stations and attendant facilities at strategic points within the District.

In March 1997, the District initiated a construction project known as Phase II-B Improvements by increasing the stability of the levee system from Centaur Road (approximately Station 0 + 76) to Interstate 64/Highway 40 (approximately Station 156 + 50). These improvements were expected to be completed by December 1998 and consisted of adding five feet to the height of the levee and adding seepage berms or increasing the width and the depth of the existing seepage berms.

In February 1998, the District adopted the Fifth Supplemental Plan of Reclamation, known as the Phase III-A Improvements. These improvements include realignment of the levee system from Station 320 + 00 to 382 + 00 and addition of five feet to the height of the levee and this area to increase its stability and integrity in this area.

In April 1998, the District adopted a Seventh Supplemental Plan of Reclamation, known as the Phase 1B Improvements. These improvements include increasing the stability of the levee from approximately Stations 500 + 00 to 600 + 00.

In April 1998, the District adopted an Eighth Supplemental Plan of Reclamation, known as the Long Road Drainage Ditch Improvement Project. These improvements include construction of storm water and surface water drainage improvements.

In July 1999, the District adopted a Ninth Supplemental Plan of Reclamation, known as the Phase III-B Improvements. These improvements include increasing the stability of the levee from approximately Stations 176 + 18 to 320 + 00 and Stations 381

+ 18 to 466 + 40. Further, the Phase III-B improvements include a 3455' construction/realignment of the levee immediately downstream of the Daniel Boone Bridge to provide further protection for the Interstate 64/Highway 40 right-of-way.

In August 1999, the District adopted a Tenth Supplemental Plan for Reclamation, known as the Phase 1C Levee Improvements. This project consisted of the construction of improvements to raise the height of the levee system approximately three feet from Stations 500+00 to 600+00.

In July 2001, the District adopted an Eleventh Supplemental Plan for Reclamation, known as the Phase IC Drainage Channel – Detention Pond. This project consisted of improvements of the levee along Bonhomme Creek by excavating and fabric and rock-lining a drainage channel and storm-water detention pond.

In September 2005, the District adopted the First Amendment to Fifth Supplemental Plan for Reclamation, known as the Phase II Levee Improvement Project. This project enhanced the Phase II-B Improvements of the Fifth Supplemental Plan by widening and deepening seepage berms from Centaur Road (approximately Station 0 + 76) to Interstate 64/Highway 40 (approximately Station 156 + 50) and the realignment of Eatherton Road.

In September 2005, the District adopted a Twelfth Supplemental Plan for Reclamation, known as the Phase II – West Infrastructure Project. This project consisted of the construction of sanitary sewer and potable water infrastructure, including water and sewer lines, pump stations, and other necessary improvements, in the area to coordinate and provide comprehensive sewer and water services the West End of Chesterfield Valley.

In May 2009, the District adopted a Thirteenth Supplemental Plan for Reclamation, referred to as the "Federal Project". The scope of the Federal Project is described in the PCA between the Department of the Army, represented by the U.S. Army Engineer, St. Louis District and the Monarch-Chesterfield Levee District and includes improvements to the levee system that the District has already completed pursuant to prior Supplemental Plans as well as improvements remaining to be constructed by the Government under the PCA.

With this Amendment, the Board of Supervisors has elected to not include the West End Pump Station in the Federal Project and, instead, allow for the construction of this pump station outside of the Federal Project. A portion of the construction cost of this West End Pump Station may be paid for with a contribution from a federal and/or state funding source. The preliminary total project cost estimates are as follows:

Construction	\$11,500,000
Lands, Easements, Rights-of-way & Professional Fees	\$4,780,000
Contingency/Market Volatility	<u>\$2,300,000</u>
Total Estimated Project Cost	\$18,580,000

I.

DESCRIPTION OF THE PROJECT

This First Amendment to the Thirteenth Supplemental Plan for Reclamation proposes to construct the West End Pump Station outside of the Federal Project.

II.

SCOPE OF WORK CONTEMPLATED

The specific items of work required are as follows:

- A. Construction of a 300-cfs stormwater pump station and outfall structure at the West End Basin.
- B. Planning, engineering, design, supervision and administration, land, easement, right-of-way, relocation and disposal acquisition, and other activities associated with item A.

CERTIFICATION

OF

FIRST AMENDMENT

TO THE

THIRTEENTH SUPPLEMENTAL PLAN FOR RECLAMATION

The undersigned hereby certifies that the attached First Amendment to the Thirteenth Supplemental Plan for Reclamation of the Monarch-Chesterfield Levee District was duly adopted by the Board of Supervisors on the 20th day of May, 2022, and is a true and correct copy of the original thereof.

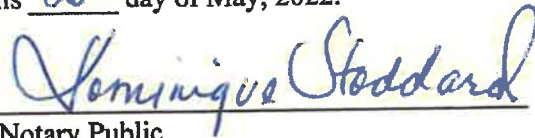


William S. Kirchoff, Secretary

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

SS.

Subscribed and sworn to before me this 20th day of May, 2022.



Notary Public

My Commission Expires: 7/21/2023

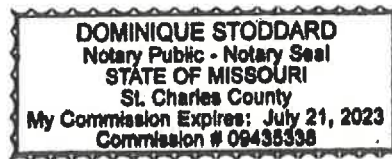
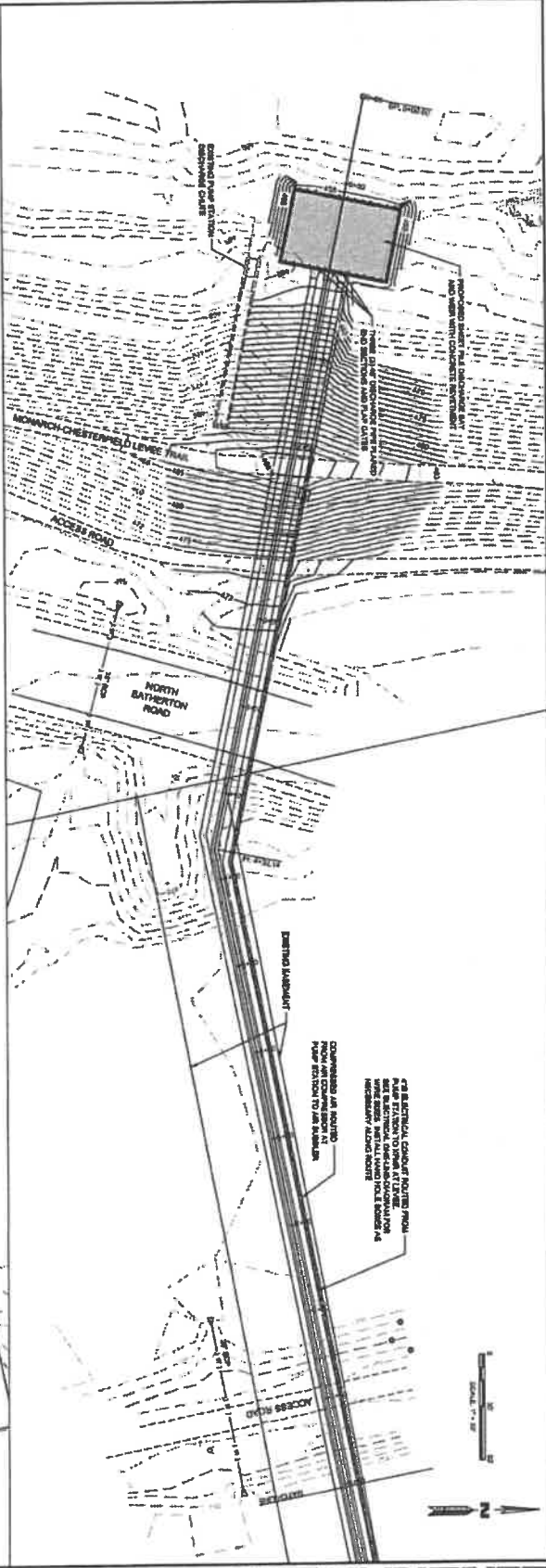
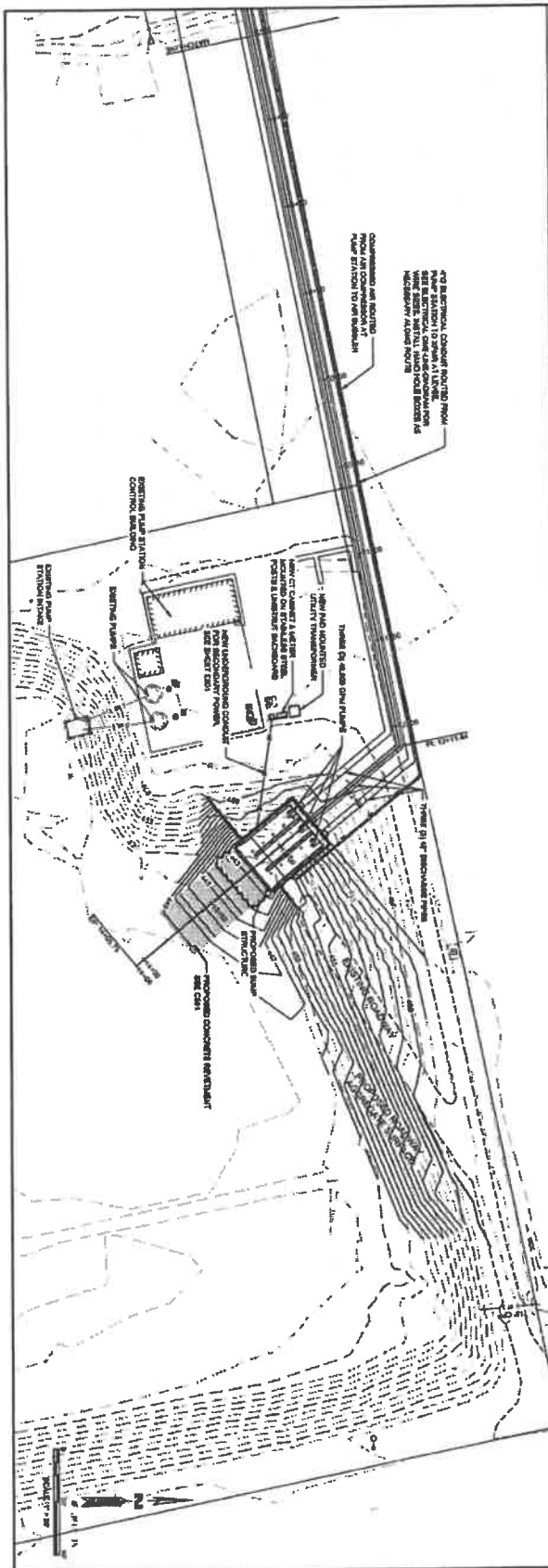


EXHIBIT A

West End Pump Station Design Plan Sheets



C101	PROJECT TITLE	WEST END PUMP STATION
	SHEET TITLE	MONARCH-CHESTERFIELD LEVEE DISTRICT
DATE	DATE	11/11/11
	BY	JK
SCALE	SCALE	AS SHOWN
DESIGNED BY	DESIGNED BY	JK
CHECKED BY	CHECKED BY	JK
APPROVED BY	APPROVED BY	JK

WEST END PUMP STATION
MONARCH-CHESTERFIELD LEVEE DISTRICT

**PRELIMINARY
 NOT FOR
 CONSTRUCTION**

KLINGNER & ASSOCIATES, P.C.
 Engineers • Architects • Surveyors

Quincy, Illinois
 901 North 2nd St
 618-293-3470

www.klinger.com
 Colquhoun & Sullivan, St. Paul, MN
 DeWitt & Harwood, St. Louis, MO

EXECUTIVE SESSION

An Executive Session (closed meeting) has been scheduled to take place immediately following the City Council Meeting, on June 20, 2023, which itself is scheduled to begin at 7:00 pm.

The purpose of this meeting is to provide the opportunity for confidential communication by/among the City's elected officials, the City Attorney and appropriate City Staff.

The discussion during this Executive Session is scheduled to include the following:

RSMo 610.021 (1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

RSMo 610.021 (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor. However, any minutes, vote or public record approving a contract relating to the leasing, purchase or sale of real estate by a public governmental body shall be made public upon execution of the lease, purchase or sale of the real estate.

If you have any questions or comments, please feel free to contact me prior to Tuesday's meeting.