



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Monday, September 18, 2023
6:15 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. 3466 – P.Z. 10-2023 Carshield F.C. (Stock & Associates):** An ordinance repealing City of Chesterfield ordinance number 3197 for a “PI” Planned Industrial District and creating a new “PI” Planned Industrial District located east of Eatherton Rd. and north of Wings Corporate Dr (17W130064). **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**
- 2. Proposed Bill No. 3467 – P.Z. 11-2023 Burkhardt Place, Lot 11:** An ordinance amending the unified development code of the City of Chesterfield by changing the ordinance of the existing “PC” planned commercial district to a new “PC” planned commercial district with landmark preservation area for 0.32 acres of the historical district, located on the south side of Old Chesterfield Road (P.Z. 11-2023 Burkhardt Place, Lot 11, 17T220036). **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**
- 3. Proposed Bill No. 3468 – An Ordinance of the City of Chesterfield, Missouri** repealing the 2015 International Property Maintenance Code and Local amendments thereto. **(Second Reading). Planning & Public Works Committee recommends approval.**
- 4. Proposed Bill No. 3470 – Public Street Acceptance – Schoettler Grove Subdivision:** An ordinance pertaining to the acceptance of Schoettler Grove Court in Schoettler Grove as a public street in the City of Chesterfield. **(First Reading) Planning & Public Works Committee recommends approval.**
- 5. Next Meeting – Thursday, October 21, 2023 (5:30pm)**

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

**1. Next Meeting – October 03, 2023 (Committee of the Whole) –
(5:30pm)**

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

1. Next Meeting – Wednesday, November 01, 2023 (5:30pm)

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. Community Center Lease Renewal – Request to authorize the City
Administrator to execute an extension of the current lease with TSG
Downtown Chesterfield Redevelopment, LLC.

IV. Other Legislation

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
Monday, September 18, 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** – September 05, 2023

- VI. INTRODUCTORY REMARKS** – Mayor Bob Nation
 - A. Thursday, September 21, 2023 – Planning & Public Works (5:30pm)**
 - B. Wednesday, September 27, 2023 – Planning Commission (7:00pm)**
 - C. Monday, October 02, 2023 – City Council (7:00pm)**
 - D. Tuesday, October 03, 2023 – Committee of the Whole (5:30pm)**

- VII. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation
 - A. Proclamation** – Pastor T.D Stubblefield

- VIII. APPOINTMENTS** – Mayor Bob Nation

IX. COUNCIL COMMITTEE REPORTS

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

- 1. Proposed Bill No. 3466 – P.Z. 10-2023 Carshield F.C. (Stock & Associates):** An ordinance repealing City of Chesterfield ordinance number 3197 for a “PI” Planned Industrial District and creating a new “PI” Planned Industrial District located east of Eatherton Rd. and north of Wings Corporate Dr (17W130064). **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**
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- 1. Next Meeting – October 03, 2023 - Committee of The Whole (5:30pm)**

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

- 1. Next Meeting – Wednesday, November 01, 2023 (5:30pm)**

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. Community Center Lease Renewal – Request to authorize the City Administrator to execute an extension of the current lease with TSG Downtown Chesterfield Redevelopment, LLC.

XI. OTHER LEGISLATION

XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

XIV. ADJOURNMENT

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

AGENDA REVIEW – MONDAY, SEPTEMBER 18, 2023 – 6:15 PM

An AGENDA REVIEW meeting has been scheduled to start at **6:15 PM, on Monday, September 18, 2023.**

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

UPCOMING MEETINGS/EVENTS

- A. Thursday, September 21, 2023 – Planning & Public Works (5:30pm)**
- B. Wednesday, September 27, 2023 – Planning Commission (7:00pm)**
- C. Monday, October 02, 2023 – City Council (7:00pm)**
- D. Tuesday, October 03, 2023 – Committee of the Whole (5:30pm)**

COMMUNICATIONS AND PETITIONS

- A. Proclamation – Pastor T.D Stubblefield**

APPOINTMENTS

There are no appointments scheduled for Monday's meeting.

City of Chesterfield
Excess Checks (=> \$5,000)
August 2023

DATE	CHECK #	VENDOR	DESCRIPTION	CHECK AMT	FUND
8/10/2023	1320	ETC INSTITUTE	2023 STRATEGIC PLAN SURVEYS	\$ 11,000.00	137
8/10/2023	1322	STEPHENS FLOOR COVERING, INC.	CITY HALL CARPET	54,750.00	137
8/31/2023	1323	FAIRWAY CAPITAL, LLC	PICKLEBALL FENCING	9,600.00	137
8/31/2023	1324	TECH ELECTRONICS, INC	COUNCIL CHAMBERS A/V SYSTEM	20,238.50	137
8/3/2023	50814	GR ROBINSON SEED & SERVICE CO	AZOXY/STROBE, PROPICONAZOLE, INLET, IPRO	6,694.96	119
8/17/2023	50887	AMEREN MISSOURI	16365 LYDIA HILL RD, ACCT# 8780009313	9,200.91	119
8/17/2023	50902	BLACK TOP, INC	BALANCE DUE-CLINT BLACK CONCERT	32,500.00	119
8/17/2023	50927	MISSOURI AMERICAN WATER COMPANY	16365 LYDIA HILL DR, ACCT #1017-210013295038	31,529.12	119
8/24/2023	50942	AMERICAN BANNER AMUSEMENTS, INC.	AMUSEMENT RIDES-FALL FESTIVAL	15,000.00	119
8/24/2023	50968	RONALD E GABLE	PAVILION FOR ARCHERY RANGE	18,712.00	137
8/24/2023	50976	SUMMIT DISTRIBUTING	BEVERAGES-CONCERTS AT AMP.	6,001.20	119
8/31/2023	50994	KEYSTONE STAFFING RESOURCES	STAFFING-BLUES TRAVELER CONCERT	9,134.20	119
8/31/2023	51007	METROPOLITAN ST. LOUIS SEWER DISTRICT	16365 LYDIA HILL DR, ACCT #0472321-9	17,810.79	119
8/3/2023	70021	LEON UNIFORM CO., INC.	UNIFORMS & BODY ARMOR (18 INVOICES)	7,788.91	121
8/3/2023	70025	MICROCENTER SALES CORPORATION	COMPUTER HARDWARE (7 DELL WITH MONITORS, 5 LENOVA)	8,279.78	001
8/3/2023	70027	MINUTEMAN PRESS	POSTAGE CITY OF CHESTERFIELD NEWSLETTER	5,225.35	001
8/10/2023	70074	LOUER FACILITY PLANNING, INC	INTERIOR OFFICE FURNISHINGS-CITY HALL	8,557.58	001
8/10/2023	70082	MISSOURI AMERICAN WATER COMPANY	690 CHESTERFIELD PKWY W-1017-210014663856	9,344.37	001
8/10/2023	70088	OATES ASSOCIATES	WILSON AVENUE-DESIGN SERVICES	28,348.01	120
8/10/2023	70089	PARKING LOT MAINTENANCE, LLC	SEAL COAT PARKING LOTS AND TRAILS	18,575.97	120
8/10/2023	70091	R. V. WAGNER, INC.	2023 BRIDGE DECK SEALING PROJECT	89,721.75	120
8/10/2023	70106	TIMBERLINE PROFESSIONAL TREE CARE LLC	2023 STREET TREE AND STUMP REMOVAL	9,220.00	001
8/10/2023	70116	WILDHORSE VILLAGE LP	SUBDIVISION MAINTENANCE DEPOSIT PARTIAL RELEASE-WV, LOT 6	57,867.11	808
8/10/2023	70117	WILDHORSE VILLAGE LP	WILDHORSE VILLAGE, LOT 1 SUB MAINTENANCE DEPOSIT RELEASE	68,983.97	808
8/10/2023	70118	WILDHORSE VILLAGE LP	WILDHORSE VILLAGE, LOT 1 SUB CONSTR DEPOSIT RELEASE	84,732.01	808
8/17/2023	70123	AMEREN MISSOURI	690 CHESTERFIELD PKWY W-0627147004	22,978.84	001
8/17/2023	70153	MISSOURI AMERICAN WATER COMPANY	690 CHESTERFIELD PKWY W-1017-210014663856	7,822.91	001
8/17/2023	70155	MURPHY COMPANY	2023 HVAC SERVICES-CITY HALL	6,206.25	001
8/17/2023	70157	NEXT-LEVEL CONSTRUCTION, LLC	2023 CONCRETE SLAB REPLACEMENT PROJECT B	121,136.52	120
8/17/2023	70164	ST. LOUIS COUNTY MISSOURI - POLICE DEPT	POLICE COMMUNICATIONS	18,047.50	121
8/17/2023	70169	THE HARTFORD-PRIORITY ACCOUNTS	AUGUST 2023 GRP LIFE, LT/SHRT, VOL LIFE, ACC/CRIT ILLNESS INS	14,253.78	001
8/17/2023	70173	TOPE INC	233 HI POINT - SEWER REPAIR	7,339.80	110
8/24/2023	70178	ARMSTRONG TEASDALE LLP	CHESTERFIELD MALL REDEVELOPMENT PROJECT, WILDHORSE VILLAGE, DILLARD'S-PROFESSIONAL SERVICES (2 MONTHS)	50,097.00	001
8/24/2023	70179	AXON ENTERPRISE INC, ,	TASER SUPPLIES	7,566.75	121
8/24/2023	70183	DELTA DENTAL OF MISSOURI	SEPT 2023 DENTAL INSURANCE PREMIUMS	14,110.32	001
8/24/2023	70187	ENERGY PETROLEUM CO.	6920 GALLONS MID RFG GASOLINE	23,744.93	001
8/24/2023	70204	OATES ASSOCIATES	WILSON AVENUE-DESIGN SERVICES	15,895.18	120
8/24/2023	70206	PNC BANK	JULY-AUG PNC MONTHLY STATEMENT	21,665.42	001
8/24/2023	70211	ST. LOUIS AREA HEALTH INSURANCE TRUST-MEDICAL	SEPTEMBER 2023 HEALTH INSURANCE PREMIUMS	211,422.78	001

\$ 1,181,104.47

Respectfully submitted by,
Jeannette Kelly, Director of Finance



<u>Fund Legend</u>	
General Fund	001
Sewer lateral fund	110
Police forfeiture fund	114
Parks	119
Capital Improvements	120
Public Safety	121
Am Rescue Plan Act	137
Trust & Agency	808
TGA Trust Fund	810



RECORD OF PROCEEDING

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

SEPTEMBER 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

ABSENT

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

APPROVAL OF MINUTES

The minutes of the August 21, 2023 City Council meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Hansen, to approve

the August 21, 2023 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

INTRODUCTORY REMARKS

Mayor Nation announced that the next meeting of City Council is scheduled for Monday, September 18, at 7 p.m.

COMMUNICATIONS AND PETITIONS

Ms. Lauren Strutman, 16676 Old Chesterfield Road, stated that she was available to answer any questions pertaining to Bill No. 3467 (P.Z. 11-2023 Burkhardt Pace, Lot 11).

The following individuals spoke in support of Bill No. 3463 (P.Z. 06-2023 Chesterfield Village Mall [TSG Downtown Chesterfield Redevelopment, LLC]):

- Mr. Glen Jamboretz, 422 Conway Meadows Drive
- Ms. Debbie Shaw-Franke, 1520 Froesel Drive
- Mr. John Nations, 8 Baxter Lane
- Mr. Don Guenther, 14853 Grantley Drive
- Mr. Rick Rice, 17747 Greystone Terrace
- Ms. Kelli Unnerstall, 14649 Summer Blossom Lane – expressed gratitude to TSG and elected officials for their cooperation

Ms. Patricia Tocco, 14720 Whitebrook Drive, made comments regarding Council issues and challenges pertaining to Bill No. 3463 (P.Z. 06-2023 Chesterfield Village Mall [TSG Downtown Chesterfield Redevelopment, LLC]).

APPOINTMENTS

Mayor Nation nominated Mr. Walter Bilgram for appointment to the Planning Commission. Councilmember Hansen made a motion, seconded by Councilmember Budoor, to appoint Mr. Walter Bilgram to the Planning Commission for a term of four years. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mayor Nation nominated Mr. John Foster Jr. for appointment to the Police Personnel Board. Councilmember Mastorakos made a motion, seconded by Councilmember Moore, to appoint Mr. John Foster Jr. to the Police Personnel Board for a term of three years. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning & Public Works Committee

Bill No. 3463 Amends the zoning ordinance of the City of Chesterfield by changing a “C-8” Planned Commercial District to a “PC&R” Planned Commercial and Residential District for 96.017 acres of land located on the south side of Interstate I-64/South Outer 40 Road, east and north of Chesterfield Parkway and west of Clarkson/MO State Highway 340 **(Second 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 Budoor, for the second reading of amended Bill No. 3463.

Councilmember Monachella made a motion, seconded by Councilmember Mastorakos, to amend Attachment A, Section I.A.2 by adding Section C as follows:

Parcels B1, B2 and B8 as shown on the Preliminary Development Plan shall only be used for commercial uses as defined in Section 405.03.040 J, PC&R Planned Commercial & Residential District of the UDC and as permitted in this Attachment.

A voice vote was taken with a unanimous affirmative result and the motion to amend was declared passed.

A voice vote was taken, for the second reading of amended Bill No. 3463, with a unanimous affirmative result and the motion was declared passed. Bill No. 3463 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3463, including the amendment to Attachment A, with the following results: Ayes – Budoor, Mastorakos, Moore, Wahl, McGuinness, Monachella, Hurt and Hansen. Nays – None. Whereupon Mayor Nation declared Bill No. 3463 approved, passed it and it became **ORDINANCE NO. 3255**.

Bill No. 3464 Authorizes waiver of compensation and dedicates temporary slope construction licenses in connection with St. Louis County project number AR-1768, Chesterfield Parkway West (South) resurfacing in the City of Chesterfield **(Second Reading) Planning & Public Works Committee recommends approval**

Councilmember Hansen made a motion, seconded by Councilmember Moore, for the second reading of Bill No. 3464. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3464 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3464 with the following results: Ayes – Hurt, Monachella, Moore, Budoor, Wahl, McGuinness, Hansen and Mastorakos. Nays – None. Whereupon Mayor Nation declared Bill No. 3464 approved, passed it and it became **ORDINANCE NO. 3256.**

Bill No. 3466 Repeals City of Chesterfield Ordinance No. 3197 for a “PI” Planned Industrial District and creates a new “PI” Planned Industrial District located east of Eatherton Road and north of Wings Corporate Drive (17W130064) **(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. 3466. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3466 was read for the first time.

Bill No. 3467 Amends the Unified Development Code of the City of Chesterfield by changing the ordinance of the existing “PC” Planned Commercial District to a new “PC” Planned Commercial District with Landmark Preservation Area for 0.32 acres of the Historical District, located on the south side of Old Chesterfield Road (P.Z. 11-2023 Burkhardt Place, Lot 11 [17T220036]) **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval. Green Sheet Amendments**

Councilmember Hansen made a motion, seconded by Councilmember Moore, for the first reading of Bill No. 3467.

Councilmember Monachella made a motion, seconded by Councilmember Hansen, to amend Bill No. 3467 to incorporate the green sheet amendments, as recommended by the Planning & Public Works Committee. A voice vote was taken with a unanimous affirmative result and the motion to amend was declared passed.

A voice vote was taken, on the original motion as amended, with a unanimous affirmative result and the motion, as amended, was declared passed. Bill No. 3467 was read for the first time.

Bill No. 3468 Repeals the 2015 International Property Maintenance Code and Local amendments thereto **(First Reading) Planning & Public Works Committee recommends approval**

Councilmember Hansen made a motion, seconded by Councilmember Budoor, for the first reading of Bill No. 3468. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3468 was read for the first time.

Councilmember Hansen announced that the next meeting of this Committee is scheduled for Thursday, September 7, at 5:30 p.m.

Finance & Administration Committee

Councilmember Michael Moore, Chairperson of the Finance & Administration Committee, announced that the next meeting of this Committee is scheduled for Tuesday, October 3 at 5:30 p.m., as a Committee of the Whole.

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 Mary Ann Mastorakos, Chairperson of the Public Health & Safety Committee, made a motion, seconded by Councilmember Moore, to approve a proposed resolution authorizing the City of Ballwin, Missouri to install a license plate recognition camera within the municipal boundaries of the City of Chesterfield. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. The successful resolution became Chesterfield Resolution No. 489.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel indicated that he had no report this evening, but there was one action item under “Other Legislation” for which he would be requesting a motion.

OTHER LEGISLATION

Bill No. 3469	Provides for the approval of a record plat and escrow agreements for Spirit Valley Business Park II, a 27.35 acre tract of land zoned “PI” Planned Industrial located south of Olive Street Road, east of Eatherton Road and west of Spirit Valley Central Drive (First and Second Reading) Planning Commission recommends approval
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Councilmember Hansen made a motion, seconded by Councilmember Budoor, for the first and second readings of Bill No. 3469. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3469 was read for the first and second time. A roll call vote was taken for the passage and approval of Bill No. 3469 with the following results: Ayes – Monachella, Mastorakos, Hurt, Hansen, Budoor, McGuinness, Wahl and Moore. Nays – None. Whereupon Mayor Nation declared Bill No. 3469 approved, passed it and it became **ORDINANCE NO. 3257**.

UNFINISHED BUSINESS

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

NEW BUSINESS

There was no new business.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:51 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

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Proposed Bill No. 3468 – An Ordinance of the City of Chesterfield, Missouri repealing the 2015 International Property Maintenance Code and Local amendments thereto. **(Second Reading). Planning & Public Works Committee recommends approval.**

Proposed Bill No. 3470 – Public Street Acceptance – Schoettler Grove Subdivision: An ordinance pertaining to the acceptance of Schoettler Grove Court in Schoettler Grove as a public street in the City of Chesterfield. **(First Reading) Planning & Public Works Committee recommends approval.**

NEXT MEETING

The next meeting of the Planning and Public Works Committee is scheduled for Thursday, September 21st, 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 Monday’s meeting.

MEMORANDUM

TO: Mike Geisel, City Administrator

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

SUBJECT: Planning & Public Works Committee Meeting Summary
Thursday, September 7, 2023



A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, September 7, 2023 in Conference Room 101.

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

Also in attendance were: James Eckrich, Director of Public Works/City Engineer; Barry Johnson, Building Maintenance Supervisor; and Justin Wyse, Director of Planning served as Recording Secretary at the meeting.

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

I. APPROVAL OF MEETING SUMMARY

A. Approval of the August 24, 2023 Committee Meeting Summary

Councilmember Monachella made a motion to approve the Meeting Summary of August 24, 2023. The motion was seconded by **Councilmember Mastorakos** and **passed by a voice vote of 4-0**.

II. UNFINISHED BUSINESS

- A. **Chesterfield Commons Six, Lot 3 (ASDSP)**: A Third Amended Site Development Section Plan, Amended Landscape Plan, Lighting Plan and Amended Architectural Elevations for a 1.28-acre tract of land zoned "C 8" Planned Commercial District located on the north side of Chesterfield Airport Road and west of Boone's Crossing.

STAFF PRESENTATION

Justin Wyse, Director of Planning explained that the project was reviewed by Planning and Public Works on August 24, 2023. At that time, the Committee postponed the vote on the project, and the applicant was asked to work on the Site Plan to increase the parking spaces on site. The applicant is actively working on a proposal that complies with the green space requirements while minimizing the amount of parking proposed for elimination. Mr. Wyse noted that they are not able to reduce the green space lower than that which the site specific ordinance requires without going through the ordinance amendment process.

Chair Hansen asked Mr. Arash Amini, owner of Amini's Galleria to provide any updates on the coordination between the businesses since the last meeting. Mr. Amini noted that the parking arrangement has been working better and that Chick-fil-A employees have been helping to keep the shared parking area free from trash.

Motion

Councilmember Mastorakos made a motion to postpone Chesterfield Commons Six, Lot 3 until the September 21st P&PW meeting as requested by the applicant. The motion was seconded by Councilmember Monachella and passed by a voice vote of 4-0.

B. Public Street Acceptance-Schoettler Grove

STAFF PRESENTATION

Justin Wyse, Director of Planning explained that Public Works staff recently conducted an inspection of the Schoettler Grove subdivision. As part of the inspection, Staff has determined that of Schoettler Grove Court (approximately 1,965 feet) meets the City of Chesterfield's design and construction standards for acceptance as a public street.

At the August 24th meeting this matter was held due to the exterior condition – including a portable toilet - of the final lot under construction. Since that meeting, Staff has confirmed that the escrow holder (Benton Homes) is not involved in the construction on Lot 17 and that the required escrowed funds for maintenance of the cemetery has been deposited with the HOA. Planning and Public Works Staff have also communicated with Code Enforcement to ensure that Lot 17 adheres to the City's property maintenance code.

Councilmember Hurt noted that he is still receiving complaints from the residents regarding the remaining lot. He stated that he is reluctant to release the construction deposit and accept the streets until this matter is resolved. A representative from Benton Homes attended the meeting and clarified that Lot 17 is owned by Prestige Homes. Benton is happy to contact Prestige to address any deficiencies, but they no longer control this property. Mr. Wyse noted that RSMo 89.410 requires the release of the construction deposit following a report that all required improvements have been completed. Mr. Eckrich stated that Public Works staff will continue to coordinate with code enforcement to address property maintenance concerns.

DISCUSSION

Motion

Councilmember Mastorakos made a motion to forward the Public Street Acceptance-Schoettler Grove to City Council with a recommendation to approve. The motion was seconded by Councilmember Monachella and passed by a voice vote of 4-0.

III. NEW BUSINESS

A. City Hall Fountain

STAFF PRESENTATION

Jim Eckrich, Director of Public Works/City Engineer stated that a member of the City Council previously requested that the Planning and Public Works Committee discuss the fountain at City

Hall and evaluate the future of the facility. Mr. Eckrich provided a detailed report which indicated that the City spends an average of \$13,848 annually to operate and maintain the fountain, excluding water costs. The City has again experienced problems operating the fountain this year, and significant work is needed to make the fountain operational. Unless an alternative action is directed by the Committee, Staff will include \$85,000 in the 2024 budget for repairs to the fountain and a new chemical feed system.

DISCUSSION

The Committee discussed the benefits and costs associated with maintaining the fountain and concepts of changes to the fountain and / or alternatives to the fountain. Councilmember Hansen noted concern with the high costs experienced by the City and questioned whether it was the best use of funding given the many demands on the City. Mr. Eckrich noted that the funds for the repair will come from ARPA funding which must be encumbered no later than the end of 2024. The consensus of the Committee was that they like the water feature and ARPA funds should be used to address the fountain deficiencies and construct a new chemical feed system. If operational problems persist and costs continue to increase in the future the Council may elect to repurpose the fountain at a later date.

The Committee concluded that no action on the item was necessary. City Staff will include \$85,000 for fountain improvements in the 2024 Budget, which will be considered by Council as part of its Budget deliberations.

B. [Nooning Tree Court – Case Study](#)

STAFF PRESENTATION

Jim Eckrich, Director of Public Works/City Engineer stated that at a previous meeting he presented a report on the overall status of the City's concrete streets. Mr. Eckrich stated that he is presenting details of Nooning Tree Court because it is an excellent example of the dilemma we face regarding asphalt patching on fair / good streets. The City's current practice is that concrete joint deterioration of this nature are repaired with asphalt as they are not suitable for partial depth concrete repairs. Following the asphalt repairs, Staff then programs the slabs for concrete replacement due to residents objecting to the appearance of the asphalt patches. This has advantages and disadvantages which were detailed by Mr. Eckrich in his presentation.

DISCUSSION

The Committee discussed the status of the City's concrete pavement and residential preference for concrete streets. They also discussed premature slab replacement for aesthetic reasons and the impact that has to the overall pavement network. The Committee expressed concerns given limited funding in the Capital Projects Fund. Mr. Eckrich stated that the Concrete Pavement Report will be updated annually and presented to PPW. That report will include pavement ratings and demonstrate whether our annual funding is sufficient to maintain the current condition.

Mr. Eckrich stated that the City Staff is actively searching for a patch material with the properties of asphalt and the appearance of concrete. There are some products in the markets that show promise but Mr. Eckrich is not ready to recommend any beyond a trial basis at this time.

The Committee stated that they are concerned about the future condition of the concrete streets and that we may need to revisit our policies and procedures in the future. But at this time they

concurrent with way that the Public Works Department is addressing asphalt patching and the pavement network.

The information was provided for informational purposes and no action was taken.

IV. OTHER

V. ADJOURNMENT

The meeting adjourned at 6:56 p.m.

Memorandum

Department of Planning

To: Michael O. Geisel, City Administrator
From: Justin Wyse, Director of Planning *JW*
Date: September 5th, 2023



RE: P.Z. 10-2023 Carshield F.C. (Stock & Associates): A request to rezone from "PI" Planned Industrial to a new "PI" Planned Industrial district for a 16.58-acre tract of land located east of Eatherton Rd. and north of Wings Corporate Dr. (17W130064).

Summary

Stock & Associates, on behalf of Carshield F.C. has submitted a request to rezone a 16.58-acre tract of land to a new "PI"—Planned Industrial District to allow "Athletic Courts & Fields", "Gymnasium", and "Recreation Facility" as additional permitted uses and modify the existing development criteria. The site would be utilized as an indoor and outdoor sports facility.

A Public Hearing was held on July 10, 2023, and concerns regarding lighting and traffic were raised and discussed by the Planning Commission. The petition was subsequently reviewed by the Planning Commission on August 14th, 2023. At that time, the Commission made a motion to recommend approval. The motion passed by a vote of 6-0.

The petition was reviewed by the Planning & Public Works Committee on August 24th, 2023. The Committee made a motion to forward the petition to the City Council with a recommendation to approve. The motion passed by a vote of 4-0.



Figure 1: Subject Site Aerial

Attachments: 1) Legislation, 2) Attachment A, 3) Preliminary Development Plan

BILL NO. 3466

ORDINANCE NO. _____

AN ORDINANCE REPEALING CITY OF CHESTERFIELD ORDINANCE NUMBER 3197 FOR A "PI" PLANNED INDUSTRIAL DISTRICT AND CREATING A NEW "PI" PLANNED INDUSTRIAL DISTRICT LOCATED EAST OF EATHERTON RD AND NORTH OF WINGS CORPORATE DR (17W130064).

WHEREAS, the petitioner, Stock & Associates, on behalf of Carshield F.C., has requested a change in zoning for an existing "PI" Planned Industrial District to a new "PI" Planned Industrial District for a 16.58-acre tract of land located east of Eatherton Rd. and north of Wings Corporate Dr.; and,

WHEREAS, a Public Hearing was held before the Planning Commission on July 10th, 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 16.58 acres located east of Eatherton Rd., and north of Wings Corporate Dr. and as described as follows:

A tract of land being part of Lot 2 of the Subdivision of E. Kroennung Estate. a subdivision according to the plat thereof as recorded in Plat Book 11 Page 11 of the St. Louis County Records located in U.S. Survey 362, Township 45 North, Range 3 East. City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Beginning at a stone located at the northeastern corner of Lot 3 of Precision Plaza, a subdivision according to the plat thereof as recorded in Plat Book 357,

Page 286 of above said records; thence along the northern line of said Lot 3 and its direct southwestern prolongation thereof, South 79 degrees 01 minute 04 seconds West, 594.01 feet to a stone found on the eastern right-of-way of Eatherton Road, variable width; thence along said right-of-way line the following courses and distances, North 11 degrees 42 minutes 12 seconds West, 455.20 feet to a found Iron Rod; North 78 degrees 37 minutes 41 seconds East, 14.77 feet to a found Iron Rod; North 11 degrees 22 minutes 19 seconds West, 580.16 feet to a found Iron Rod, said point also being the beginning of a curve to the right, having a radius of 925.00 feet; thence along said curve with an arc length of 154.90 feet and a chord which bears North 06 degrees 34 minutes 29 seconds West, 154.72 feet to the beginning of a non-tangential curve to the right having a radius of 105.00 feet; along said curve with an arc length of 88.92 feet and a chord which bears North 24 degrees 21 minutes 08 seconds East, 88.28 feet to a found Iron Rod and North 11 degrees 23 minutes 25 seconds West, 5.00 feet to the southern line of that part of Old Eatherton Road, 40 feet wide, as vacated by City of Chesterfield Ordinance Number 2649, recorded in Book 19501, Page 473 of above said records; thence along said southern line of Old Eatherton Road, North 78 degrees 36 minutes 35 seconds East, 493.10 feet to a found Iron Rod on the western line of a tract of land as conveyed to the Burkhardt Family Investments LLC by instrument recorded in Book 17645, Page 485 of said records; thence along said western line and the western line of a tract of land as conveyed to St. Louis County, Missouri by instrument recorded in Book 12257, Page 1819, South 11 degrees 14 minutes 25 seconds East, 1,234.20 feet to the POINT OF BEGINNING.

Containing 722,357 square feet or 16.583 acres, more or less according to calculations performed by Stock & Associates Consulting Engineers, Inc during May 2023.

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

Section 3. The City Council, pursuant to the petition filed by Stock & Associates, on behalf of Carshield F.C. in P.Z. 10-2023, 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 10th day of July 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: 9/5/2023

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. Athletic courts and fields
 - b. Gymnasium
 - c. Industrial sales, service, and storage
 - d. Mail order sales warehouse
 - e. Office, general
 - f. Plumbing, electrical, air conditioning, and heating equipment sales, warehousing and repair facility
 - g. Professional and technical service facility
 - h. Recreation facility
 - i. Warehouse, general
2. Hours of Operation.
 - a. Hours of operation for this "PI" District shall not be restricted.
 - b. Hours of operation for any lighting source for a recreation facility shall adhere to the Lighting Standards of the City of Chesterfield Code.
3. Telecommunication siting permits may be issued for wireless telecommunications facilities per the requirements of the City Code.

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

1. Height
 - a. The maximum height of the building, exclusive of roof screening, shall not exceed 40 feet.

2. Building Requirements

- a. A minimum of 35% openspace is required for each lot within this development.
- b. This development shall have a maximum F.A.R. of fifty-five hundredths (0.55).

C. SETBACKS

1. Structure Setbacks

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

- a. Thirty-five (35) feet from the right-of-way of Eatherton Road.
- b. Thirty (30) feet from the rear yard.
- c. Twelve (12) feet from the side yard.

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. Twenty-five (25) feet from the right-of-way of Eatherton Road.
- b. Twenty-five (25) feet from the rear yard.
- c. Ten (10) feet from the side yard.

D. PARKING AND LOADING REQUIREMENTS

1. Parking and loading spaces for this development will 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 in order to eliminate the condition whereby mud from construction and employee vehicles is tracked onto the pavement causing hazardous roadway and driving conditions.

E. LANDSCAPE AND TREE REQUIREMENTS

1. The development shall adhere to the Landscape and Tree Preservation Requirements of the City of Chesterfield Code, with the exception of 25' landscape buffer shall be provided along Eatherton Road.

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. Installation of Landscaping and Ornamental Entrance Monument or Identification Signage construction shall be reviewed by the City of Chesterfield/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 Code.
2. The mounting height of all light standards shall not exceed seventy (70) feet and is subject to Spirit of St. Louis Airport approval.

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 Plan and adequate sight distance shall be provided, as directed by the City of Chesterfield and St. Louis County Department of Transportation, as applicable.
 - a. The preliminary development plan depicts the conceptual access to the development. The access location and design shall substantially conform to the Preliminary Development Plan but will require additional review and approval during the Site Development Plan process.
2. The existing 40-foot-wide cross-access easement along the southern property line shall be partially vacated and a new easement granted. The new easement shall allow those parties with rights to the easement access to N. Eatherton Road by way of the access locations depicted on the Preliminary Plan. The owner of the property to which this ordinance applies shall be responsible for coordinating the vacation and reestablishment of the access easement with those parties which have rights to the easement.
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 St. Louis County Department of Transportation.

J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

1. 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 St. Louis County Department of Transportation. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.
2. Any request to install a gate at the entrance to this development must be approved by the City of Chesterfield and the St. Louis County Department of Transportation. No gate installation will be permitted on public right-of-way.
3. Provide a 5-foot-wide sidewalk, conforming to ADA standards, along the Eatherton Road frontage of the site. The sidewalk shall provide for future connectivity to adjacent developments and/or roadway projects. The sidewalk may be located within the Eatherton Road right-of-way, if permitted by St. Louis County or on private property within a 6-foot-wide sidewalk, public access and utility easement dedicated to the City. The sidewalk shall be maintained by the property owner.
4. Provide sidewalk connections from the required 5-foot-wide sidewalk along Eatherton Road to internal sidewalks and/or pedestrian paths.

K. TRAFFIC STUDY

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

L. POWER OF REVIEW

1. 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 an adequate piped system.
2. Emergency overflow drainage ways to accommodate runoff from the 100-year storm event shall be provided for all storm sewers, as directed by the City of Chesterfield.
3. Offsite storm water shall be picked up and piped to an adequate natural discharge point. Such bypass systems must be adequately designed.
4. Provide stormwater management facilities as required by the City of Chesterfield, the Metropolitan St. Louis Sewer District, and the Monarch-Chesterfield Levee District. The location and types of storm water management facilities shall be identified on all Site Development Plans.

N. SANITARY SEWER

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

O. GEOTECHNICAL REPORT

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 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. The developer is advised that utility companies will require compensation for relocation of their facilities within public road right-of-way. The developer should also be aware of extensive delays in utility company relocation and adjustments. Such delays will not constitute a cause to allow occupancy prior to completion of road improvements.

II. 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 St. Louis County Department of Transportation.
22. Compliance with Sky Exposure Plane.
23. Compliance with the current Metropolitan St. Louis Sewer District Site Guidance as adopted by the City of Chesterfield.

III. TRUST FUND CONTRIBUTION

1. The developer shall be required to contribute a Traffic Generation Assessment (TGA) to the City of Chesterfield. Allowable credits for required improvements will be awarded as directed by the City of Chesterfield. This contribution shall be established by the City of Chesterfield Trust Fund Rate Schedule.
2. The Traffic Generation Assessment (TGA) contribution shall be made prior to the issuance of a Municipal Zoning Approval (MZA) by the City of Chesterfield.
3. Prior to Special Use Permit issuance by the St. Louis County Department of Transportation, a special cash escrow or a special escrow supported by an Irrevocable Letter of Credit, must be established with St. Louis County Department of Transportation to guarantee completion of the required roadway improvements.
4. The amount of all required contributions for 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.

5. 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 St. Louis County Department of Transportation. 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. Funds shall be payable to Treasurer, St. Louis County/City of Chesterfield.

6. 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 St. Louis County and the Metropolitan St. 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 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/City of Chesterfield.

7. SANITARY SEWER

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

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

IV. RECORDING

1. 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

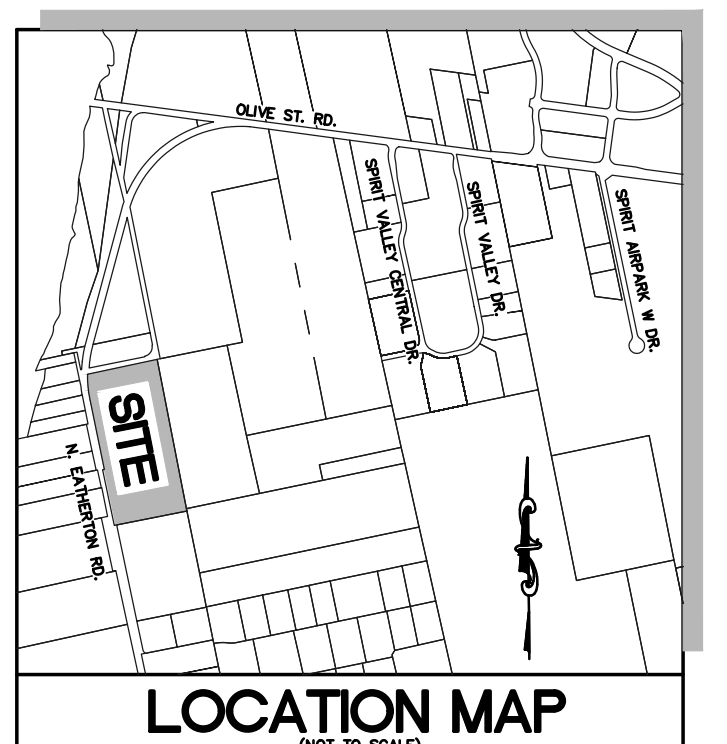
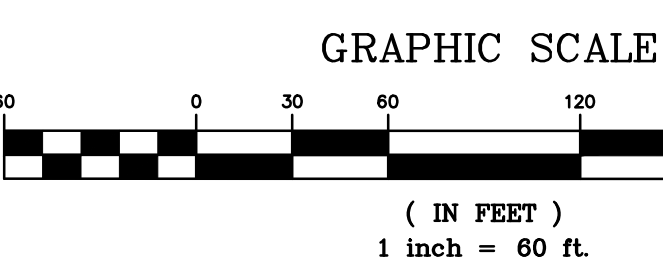
1. The City of Chesterfield, Missouri will enforce the conditions of this ordinance in accordance with the Plan approved by the City of Chesterfield and the terms of this Attachment A.
2. Failure to comply with any or all the conditions of this ordinance will be adequate cause for revocation of approvals/permits by reviewing Departments and Commissions.
3. 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.

4. Waiver of Notice of Violation per the City of Chesterfield Code.
5. 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

TEXT AMENDMENT TO P.I. ORDINANCE 3197

A TRACT OF LAND BEING PART OF LOT 2 OF E. KROENUNG ESTATE AS RECORDED IN PLAT BOOK 11, PAGE 11 LOCATED IN U.S. SURVEY 362, TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



ST. LOUIS COUNTY BENCHMARK
BENCHMARK# 11109 NAV088(C2011a) Elev = 461.10
"Standard Aluminum Disk" stamped SL-41 1990 Disk is set along the east side of Hatherton Road just north of the Shell Pipeline Marker, 15' east of the centerline of Hatherton and 80' north of the east pipeline marker. Approximately 1.1 mile south of the intersection of Olive Street and Hatherton Road.

PERTINENT DATA
OWNER: BARBARA J MALONEY TRUSTEE ETAL
OWNER UNDER CONTRACT: CARSHIELD F.C.
LOT AREA: 722,359 S.F. OR 16.58 AC.
EXISTING ZONING: PLANNED INDUSTRIAL DISTRICT (ORD. 3197)
PROPOSED ZONING: UN-DEVELOPED
PROPOSED USE: ATHLETIC FIELDS
SITE ADDRESS: 630 NORTH EATHERTON DRIVE, CHESTERFIELD, MISSOURI 63005
LOCATOR NO: 17W130064
WUNNENBERG'S: PG. 19, GRID 18-LL
FIRE DISTRICT: MONARCH FIRE PROTECTION DISTRICT
SCHOOL DISTRICT: ROCKWOOD
SEWER DISTRICT: METROPOLITAN ST. LOUIS SEWER DIST.
WATER SHED: MISSOURI RIVER
FEMA MAP: 2019B0204K, FEB 4, 2015
ELECTRIC COMPANY: AMEREN UE
GAS COMPANY: SPIRE ENERGY
PHONE COMPANY: AT&T
WATER COMPANY: MISSOURI AMERICAN WATER COMPANY

BUILDING AND PARKING SETBACKS

- STRUCTURE SETBACKS:**
• THIRTY-FIVE (35) FEET FRONT
• THIRTY (30) FEET REAR
• TWELVE (12) FEET SIDE
- PARKING SETBACKS:**
• TWENTY-FIVE (25) FEET FRONT
• TWENTY-FIVE (25) FEET REAR
• TEN (10) FEET SIDE

F.A.R. CALCULATION

MAXIMUM FLOOR AREA RATIO (F.A.R.) OF 0.55
PROVIDED F.A.R. = 0.17

OPEN SPACE

MINIMUM 35.0% OPEN SPACE
PROVIDED OPENSPACE = 64.5%

BUILDING HEIGHT

A MAXIMUM HEIGHT OF 40.0'

ST. LOUIS COUNTY STANDARD NOTES

1. ALL PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED TO ST. LOUIS COUNTY STANDARDS.
2. NO SLOPES SHALL EXCEED 3% (HORIZONTAL) TO 1% (VERTICAL) WITHIN ST. LOUIS COUNTY RIGHT-OF-WAY UNLESS JUSTIFIED BY A GEOTECHNICAL REPORT, WHICH HAS BEEN APPROVED BY ST. LOUIS COUNTY, AND DESIGNED IN FULL COMPLIANCE WITH ROADSIDE SAFETY STANDARDS.
3. STORM WATER SHALL BE DISCHARGED AT AN ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE DISCHARGE POINTS.
4. ALL PROPOSED ACCESS TO ST. LOUIS COUNTY ROADS SHALL MEET MINIMUM ST. LOUIS COUNTY SIGHT DISTANCE REQUIREMENTS.
5. ALL GRADING AND DRAINAGE SHALL BE IN CONFORMANCE WITH ST. LOUIS COUNTY AND MSD STANDARDS.
6. ALL ABOVE-GROUND UTILITIES OR OTHER POTENTIAL OBSTRUCTIONS WITHIN THE ST. LOUIS COUNTY ROAD RIGHT-OF-WAY SHALL HAVE A MINIMUM SETBACK, AS DIRECTED BY THE ST. LOUIS COUNTY DEPARTMENT OF TRANSPORTATION, AS PRESCRIBED IN SECTION 5.10 OF THE ST. LOUIS COUNTY DESIGN CRITERIA MANUAL "ROADSIDE DESIGN REQUIREMENTS".
7. 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 OCCURRENCE AND PER OCCURRENCE LIMITS.
8. 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.
9. ST. LOUIS COUNTY WILL MAINTAIN EXCLUSIVE CONTROL OF EATHERTON ROAD.
10. THE PERMIT PROCESS REQUIRES IMPROVEMENT PLAN SUBMITTAL TO THE DEPARTMENT OF TRANSPORTATION.

GENERAL NOTES

1. BOUNDARY SURVEY PER ALTA/NSPS LAND TITLE SURVEY BY STOCK & ASSOCIATES CONSULTING ENGINEERS, INC. DATED 4/12/2023.
2. 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.
3. NO GRADE SHALL EXCEED 3:1 SLOPE.
4. GRADING AND STORM WATER PER M.S.D., MODOT, ST. LOUIS COUNTY, THE CITY OF CHESTERFIELD AND THE MONARCH CHESTERFIELD LEVEE DISTRICT.
5. ALL UTILITIES WILL BE INSTALLED UNDERGROUND.
6. SITE DEVELOPMENT SHALL BE IN ACCORDANCE WITH RECOMMENDATIONS AS OUTLINED IN THE GEOTECHNICAL REPORT AND ALL ITS SUPPLEMENTAL PROVISIONS AND ADDENDUMS.
7. SIGNAGE APPROVAL IS A SEPARATE PROCESS.
8. ALL OUTDOOR STORAGE SHALL BE SCREENED IN ACCORDANCE WITH THE CITY OF CHESTERFIELD UNIFIED DEVELOPMENT CODE.
9. STREET LIGHTS ARE REQUIRED ALONG N. EATHERTON ROAD FRONTAGE.

PARKING CALCULATIONS

- SECTION 450.04.030 OFF-STREET PARKING, STACKING AND LOADING SPACE REQUIREMENTS
- ATHLETIC FIELDS:**
• 20 SPACES FOR EVERY DIAMOND OR ATHLETIC FIELD, OR 1 SPACE FOR EVERY 4 SEATS, WHICHEVER IS GREATER (ONE SEAT IS EQUAL TO 2 FEET OF BENCH LENGTH)
• REQUIRED SPACES: 3 ATHLETIC FIELDS X 20 SPACES = 60 SPACES
- GYMNASIUM:**
• MINIMUM 1 SPACE PER EVERY 4 SEATS
• MAXIMUM 1 SPACE PER EVERY 3 SEATS
• PROVIDED SEATS = 900 SEATS
• REQUIRED SPACES: 900 SEATS X 1/4 = 225 SPACES
- TOTAL REQUIRED = 285 SPACES
TOTAL PROVIDED = 285 SPACES

FLOOD INFORMATION

1. CHESTERFIELD VALLEY STORMWATER MASTER PLAN 100-YEAR ELEVATION = 456.75
2. FEMA BASE FLOOD 100-YEAR ELEVATION = 463.00

PROPERTY DESCRIPTION

AS SURVEYED DESCRIPTION

A tract of land being part of Lot 2 of the Subdivision of E. Kroenung Estate, a subdivision according to the plat thereof as recorded in Plat Book 11 Page 11 of the St. Louis County Records located in U.S. Survey 362, Township 45 North, Range 3 East, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:
Beginning at a stone located at the northeastern corner of Lot 3 of Precision Plaza, a subdivision according to the plat thereof as recorded in Plat Book 357, Page 286 of above said records; thence along the northern line of said Lot 3 and its direct southwestern prolongation thereof, South 79 degrees 01 minutes 04 seconds West, 594.01 feet to a stone found on the eastern right-of-way of Hatherton Road, variable width; thence along said right-of-way line the following courses and distances, North 11 degrees 42 minutes 12 seconds West, 455.20 feet to a found Iron Rod; North 78 degrees 37 minutes 41 seconds East, 14.77 feet to a found Iron Rod; North 11 degrees 22 minutes 19 seconds West, 580.16 feet to a found Iron Rod, said point also being the beginning of a curve to the right, having a radius of 925.00 feet; thence along said curve with an arc length of 154.00 feet and a chord which bears North 06 degrees 34 minutes 29 seconds West, 154.72 feet to the beginning of a non-tangential curve to the right having a radius of 105.00 feet; along said curve with an arc length of 88.92 feet and a chord which bears North 24 degrees 21 minutes 06 seconds East, 88.28 feet to a found Iron Rod and North 11 degrees 23 minutes 25 seconds West, 5.00 feet to the southern line of that part of Old Hatherton Road, 40 feet wide, as vacated by City of Chesterfield Ordinance Number 2649, recorded in Book 19051, Page 473 of above said records; thence along said southern line of Old Hatherton Road, North 78 degrees 36 minutes 35 seconds East, 493.10 feet to a found Iron Rod on the western line of a tract of land as conveyed to the Burkhardt Family Investments LLC by instrument recorded in Book 17645, Page 485 of said records; thence along said western line and the western line of a tract of land as conveyed to St. Louis County, Missouri by instrument recorded in Book 12257, Page 1819, South 11 degrees 14 minutes 25 seconds East, 1,234.20 feet to the POINT OF BEGINNING.

Containing 722,357 square feet or 16.583 acres, more or less according to calculations performed by Stock & Associates Consulting Engineers, Inc. during May 2023.

ABBREVIATIONS

- ATC - 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
- P.B. - PLAT BOOK
- P.C. - 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.&. - TO BE REMOVED AND REPLACED
- TYP. - TYPICALLY
- U.O.N. - UNLESS OTHERWISE NOTED
- V.C.P. - VITRIFIED CLAY PIPE
- W. - WATER (98%)
- W. - RIGHT-OF-WAY WIDTH

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
- PROPOSED SPOT
- PROPOSED STORM
- PROPOSED SANITARY

LEGEND

- EATHERTON ROAD WIDENING
- 5'w CONCRETE SIDEWALK

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, OF 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:
CARSHIELD FC
503 PEARL DR
ST. PETER MO 63376
ATTN: Nick Hamilton

PREPARED BY:
STOCK & ASSOCIATES
Consulting Engineers, Inc.
257 Chesterfield Business Parkway
St. Louis, MO 63005 PH: (636) 500-9000
500-9000 FAX: (636) 500-9000
e-mail: general@stockassoc.com
Web: www.stockassoc.com

PRELIMINARY DEVELOPMENT PLAN FOR:
CARSHIELD FC SOCCER TRAINING & PLAYING FACILITY
530 N. EATHERTON ROAD
CHESTERFIELD, MISSOURI 63005



DATE: 8/4/2023
GEORGE M. STOCK E-25116
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 500996

NO.	REVISIONS:
1	2023-06-05 - REV SANITARY
2	2023-06-29 - REV PER CITY AND AGENCY COMMENTS
3	2023-07-28 - REV PER CITY
4	2023-08-04 - CITY SUBMITTAL

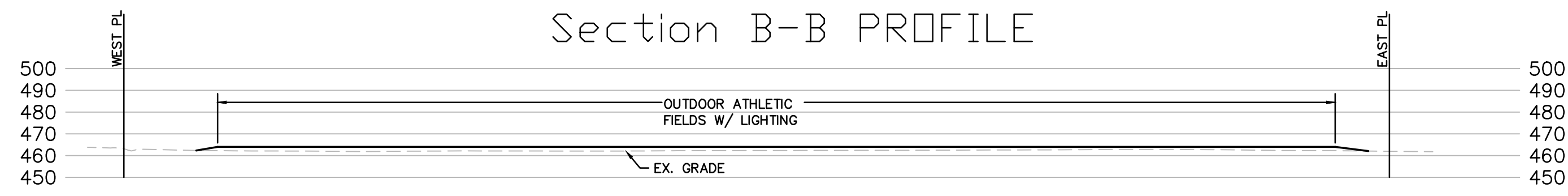
DRAWN BY:	CHECKED BY:
J.M.B.	G.M.S.

DATE:	JOB NO.:
4/21/2023	222-7301-1

KEY:	SCALE:
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S.L.C. MAT #	MAT SUFF. #
2023	2023-XXXX-XX

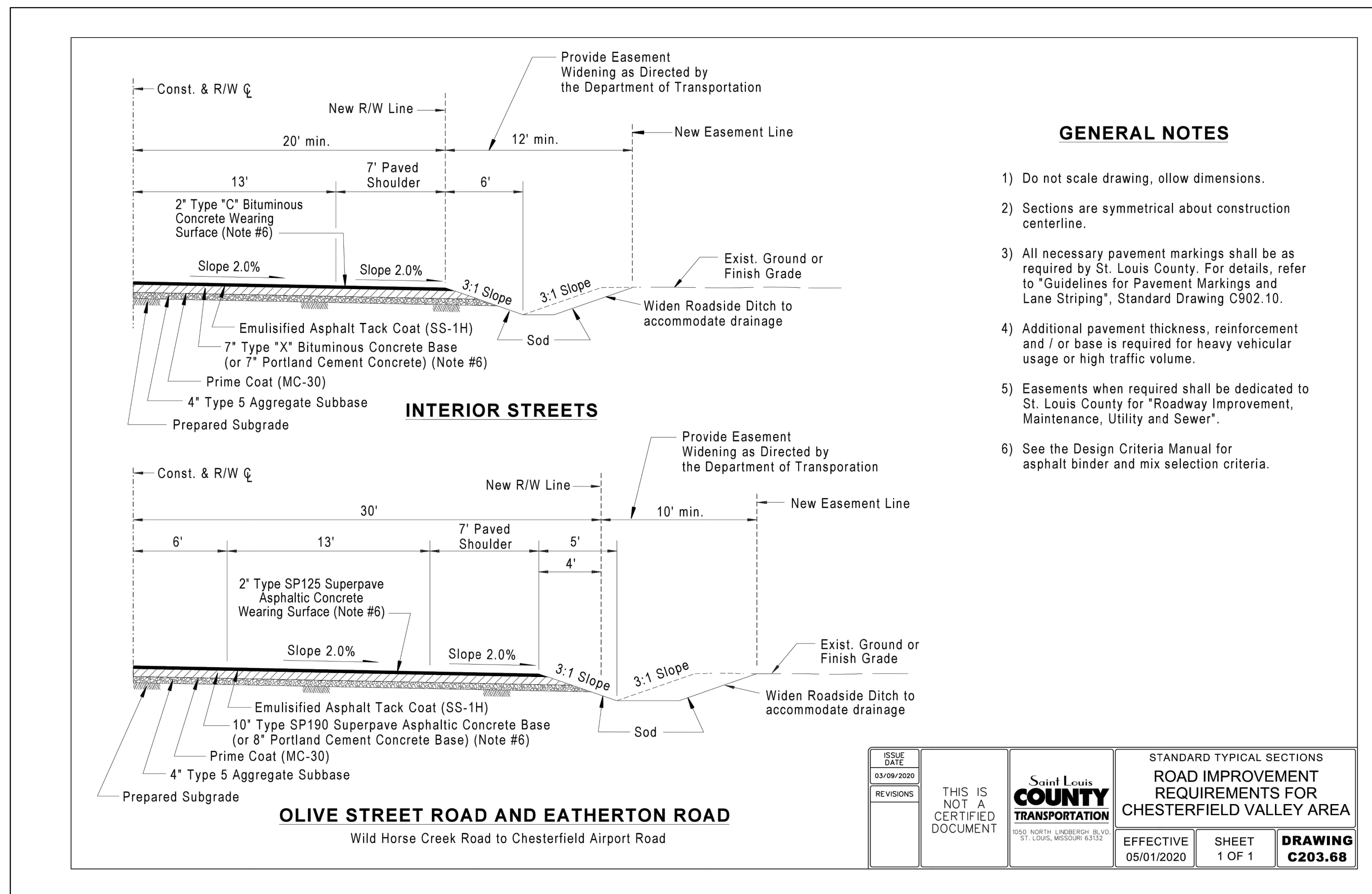
SHEET TITLE:
PRELIMINARY DEVELOPMENT PLAN

SHEET NO.:
1 of 2



SECTIONS
SCALE: HORIZ: 1"=50'
VERT: 1"=50'

NOTE:
SEE SHEET 1 OF 2 FOR SITE SECTION LOCATIONS

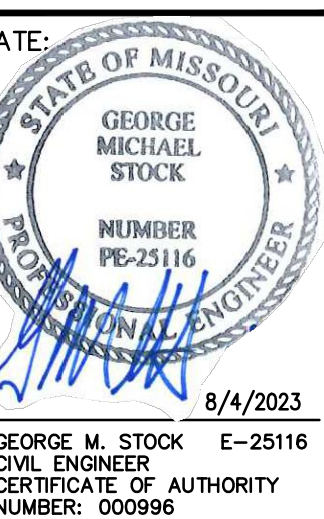


GENERAL NOTES

- 1) Do not scale drawing, allow dimensions.
- 2) Sections are symmetrical about construction centerline.
- 3) All necessary pavement markings shall be as required by St. Louis County. For details, refer to "Guidelines for Pavement Markings and Lane Striping", Standard Drawing C902.10.
- 4) Additional pavement thickness, reinforcement and / or base is required for heavy vehicular usage or high traffic volume.
- 5) Easements when required shall be dedicated to St. Louis County for "Roadway Improvement, Maintenance, Utility and Sewer".
- 6) See the Design Criteria Manual for asphalt binder and mix selection criteria.

<table border="1"> <tr><th>DATE</th></tr> <tr><td>03/09/2020</td></tr> <tr><th>REVISIONS</th></tr> <tr><td> </td></tr> </table>	DATE	03/09/2020	REVISIONS		<p>THIS IS NOT A CERTIFIED DOCUMENT</p>	<p>Saint Louis COUNTY TRANSPORTATION</p> <p>500 NORTH LINDEBERG BLVD ST. LOUIS, MISSOURI 63102</p>	<p>STANDARD TYPICAL SECTIONS ROAD IMPROVEMENT REQUIREMENTS FOR CHESTERFIELD VALLEY AREA</p> <p>EFFECTIVE 05/01/2020 SHEET 1 OF 1 DRAWING C203.6B</p>
DATE							
03/09/2020							
REVISIONS							

EATHERTON ROAD WIDENING - TYPICAL SECTION



REVISIONS:

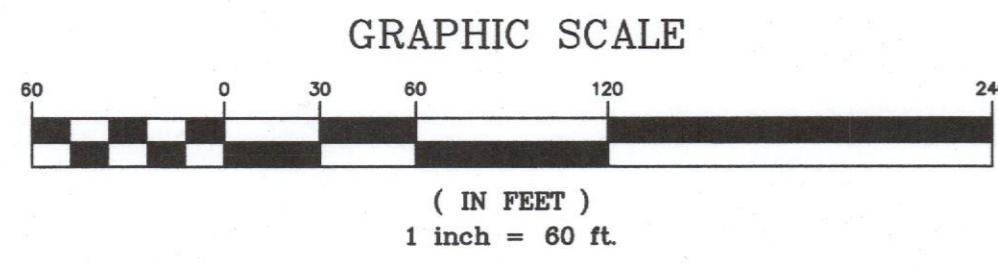
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2	2023-06-29	- REV PER CITY AND AGENCY COMMENTS
3	2023-07-26	- REV PER CITY
4	2023-08-04	- CITY SUBMITTAL

DRAWN BY:	GM.S.	CHECKED BY:	GM.S.
DATE:	4/21/2023	JOB NO.:	222-7501.1
KEY: P #	23MSD-XXXXX	RISE MAP #	17-W
S.L.C. MAT #	8087	HMT SUP. #	XX-XXX-XX
M.D.N.R. #	MO-RA-		

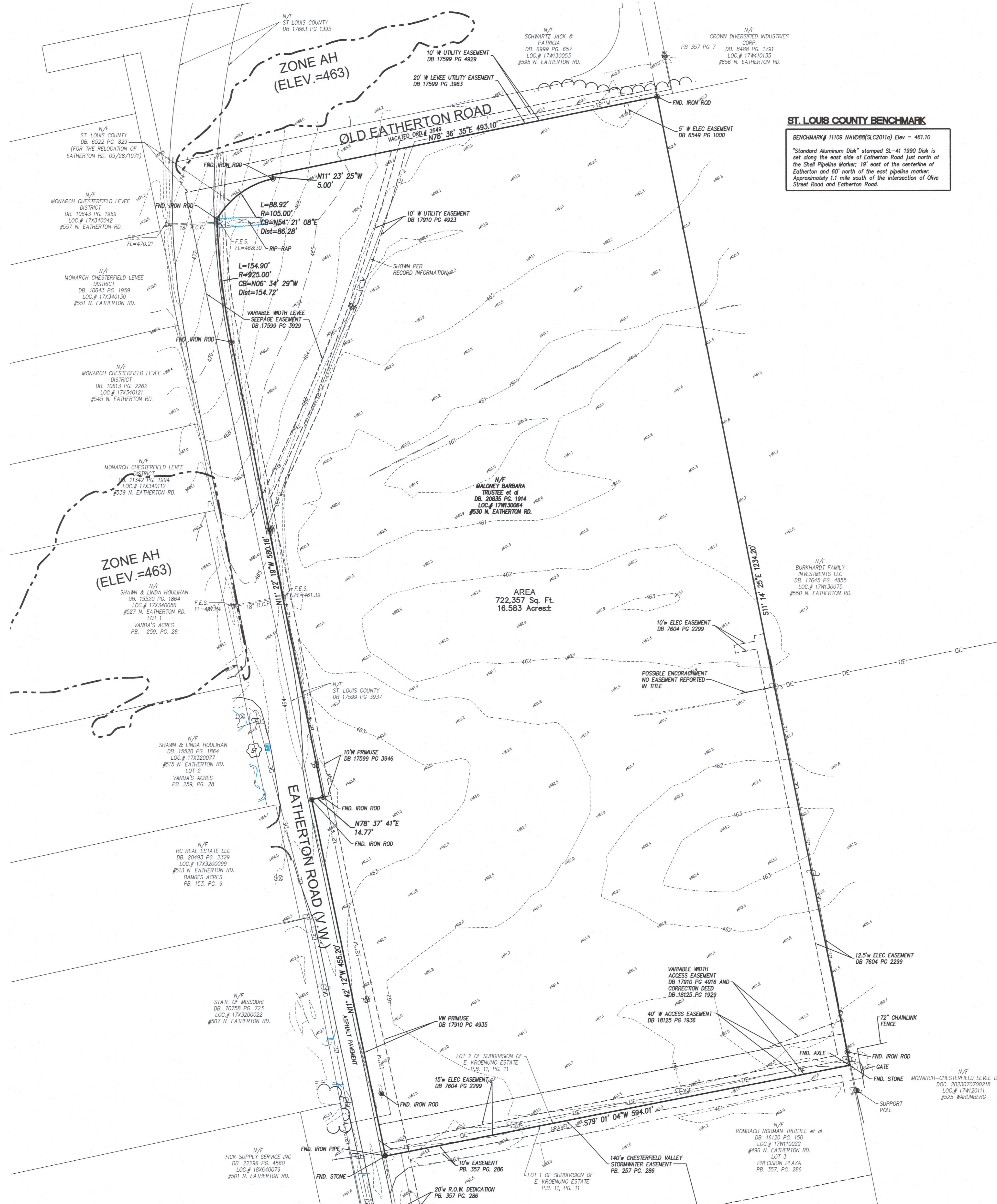
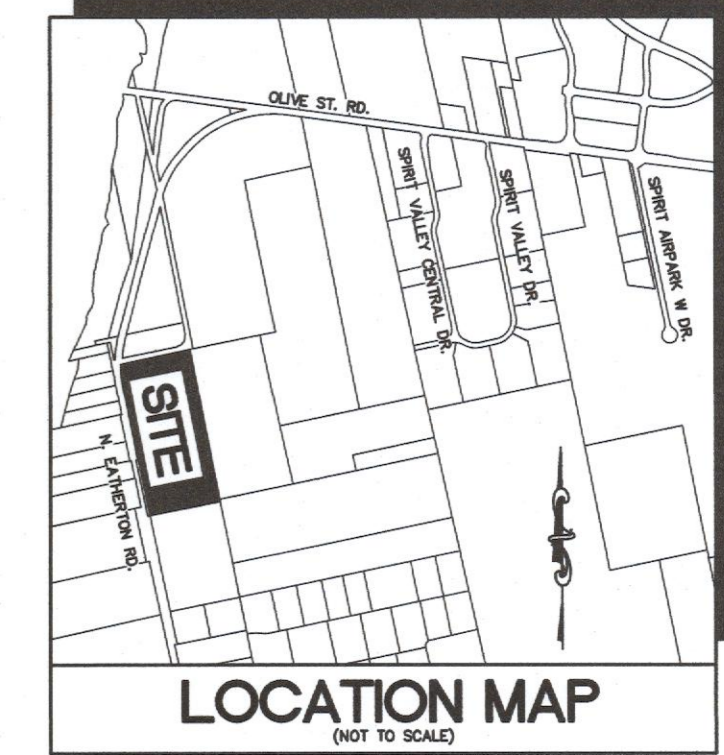
ALTA/NSPS LAND TITLE SURVEY

A TRACT OF LAND BEING PART OF LOT 2 OF OF E. KROENUNG ESTATE AS RECORDED IN PLAT BOOK 11, PAGE 11 LOCATED IN U.S. SURVEY 362, TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

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



ABBREVIATIONS	
C.O.	CLEANOUT
DB.	DEED BOOK
E.	ELECTRIC
FL.	FLOWLINE
FT.	FEET
FND.	FOUND
G.	GAS
M.H.	MANHOLE
N/F.	NOW OR FORMERLY
PL.	PLAT BOOK
PC.	PLATE
P.V.C.	POLYVINYL CHLORIDE PIPE
R.B.	RADIAL BEARING
R.C.P.	REINFORCED CONCRETE PIPE
SQ.	SQUARE
T.	TELEPHONE CABLE
V.C.P.	VETROFIED CLAY PIPE
W.	WATER
(86'W)	RIGHT-OF-WAY WIDTH



ST. LOUIS COUNTY BENCHMARK
 BENCHMARK# 11109 MAND8(SLC2016) Elev = 461.10
 "Standard Aluminum Disk" stamped SL-41 1990 Disk is set along the east side of Eatherton Road just north of the Shell Pipeline Marker; 19' east of the centerline of Eatherton and 60' north of the east pipeline marker. Approximately 1.1 mile south of the intersection of Olive Street and Eatherton Road.

EXHIBIT A

LOT TWO (2) OF THE SUBDIVISION OF E. KROENUNG ESTATE, IN U.S. SURVEYS 133, 382 AND 1937, TOWNSHIP 45 NORTH, RANGE 3 EAST, IN ST. LOUIS COUNTY, MISSOURI, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 11 PAGE 11 OF THE ST. LOUIS COUNTY RECORDS, CONTAINING 20.737 ACRES;

EXCEPT THAT PART CONVEYED TO THE COUNTY OF ST. LOUIS FOR THE RELOCATION OF EATHERTON ROAD, BY DEED RECORDED IN BOOK 540 PAGE 510 OF THE ST. LOUIS COUNTY RECORDS;

THAT PART CONVEYED TO ST. LOUIS COUNTY, MISSOURI, FOR ROADWAY PURPOSES BY DEED RECORDED IN BOOK 6522 PAGE 629 OF THE ST. LOUIS COUNTY, MISSOURI, RECORDS;

THAT PART CONVEYED TO JACK J. SCHWARTZ AND PATRICIA M. SCHWARTZ, HIS WIFE BY DEED RECORDED IN BOOK 6999 PAGE 657 OF THE ST. LOUIS COUNTY, MISSOURI, RECORDS;

AND

THAT PART CONVEYED TO ST. LOUIS COUNTY, MISSOURI, BY DEED RECORDED IN BOOK 17599 PAGE 3937 OF THE ST. LOUIS COUNTY, MISSOURI, RECORDS

AS SURVEYED DESCRIPTION

A tract of land being part of Lot 2 of the Subdivision of E. Kroenung Estate, a subdivision according to the plat thereof as recorded in Plat Book 11 Page 11 of the St. Louis County Records located in U.S. Survey 362, Township 45 North, Range 3 East, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Beginning at a stone located at the northeastern corner of Lot 3 of Precision Plaza, a subdivision according to the plat thereof as recorded in Plat Book 357, Page 286 of above said records; thence along the northern line of said Lot 3 and its direct southwestern prolongation thereof, South 79 degrees 01 minutes 04 seconds West, 504.01 feet to a stone found on the eastern right-of-way of Eatherton Road, variable width; thence along said right-of-way line the following courses and distances, North 11 degrees 42 minutes 12 seconds West, 455.20 feet to a found iron rod; North 78 degrees 37 minutes 41 seconds East, 14.77 feet to a found iron rod; North 11 degrees 22 minutes 19 seconds West, 580.16 feet to a found iron rod; said point also being the beginning of a curve to the right, having a radius of 925.00 feet; thence along said curve with an arc length of 154.90 feet and a chord which bears North 06 degrees 34 minutes 29 seconds West, 154.72 feet to the beginning of a non-tangential curve to the right having a radius of 105.00 feet; along said curve with an arc length of 88.92 feet and a chord which bears North 24 degrees 21 minutes 08 seconds East, 88.28 feet to a found iron rod and North 11 degrees 23 minutes 25 seconds West, 5.00 feet to the southern line of that part of Old Eatherton Road, 40 feet wide, as vacated by City of Chesterfield Ordinance Number 2649, recorded in Book 19601, Page 473 of above said records; thence along said southern line of Old Eatherton Road, North 78 degrees 36 minutes 35 seconds East, 493.10 feet to a found iron rod on the western line of a tract of land as conveyed to the Burkhardt Family Investments LLC by instrument recorded in Book 17845, Page 485 of said records; thence along said western line and the western line of a tract of land as conveyed to St. Louis County, Missouri by instrument recorded in Book 12237, Page 1819, South 11 degrees 14 minutes 25 seconds East, 1,234.20 feet to the POINT OF BEGINNING.

Containing 722,357 square feet or 16.583 acres, more or less according to calculations performed by Stock & Associates Consulting Engineers, Inc during May 2023.

- Notes:**
- (1) Stock and Associates Consulting Engineers, Inc. used exclusively Chicago Title Insurance Company, Issuing Office Clear Title Group, CTG-2023 04 0543 CML, revision 1, with an effective date of March 28, 2023 at 8:01 AM for research of easements and encumbrances. No further research was performed by Stock and Associates Consulting Engineers, Inc.
 - (2) Title to the estate or interest in the land described or referred to in the above commitment and covered therein is fee simple, and title thereto is at the effective date thereof vested in:
 - (3) Title Commitment No. CTG-2023 04 0543 CML, revision 1, with Schedule B-Section 2 exceptions:
- Item No. 10 Easement Deed granted to St. Charles Sand Company, as set forth in instrument recorded in Book 6033 at Page 292, in the land records of St. Louis County, Missouri. "NOT SHOWN" Does not affect subject property
- Item No. 11 Easement granted to Union Electric Company, as set forth in instrument recorded in Book 6375 at Page 1395, in the land records of St. Louis County, Missouri. "NOT SHOWN" Does not affect subject property
- Item No. 12 Subject to Easement granted to Union Electric Company, as set forth in instrument recorded in Book 6549 at Page 1000, in the land records of St. Louis County, Missouri. "SHOWN"
- Item No. 13 Subject to Easement granted to Union Electric Company, as set forth in instrument recorded in Book 7604 at Page 2299, in the land records of St. Louis County, Missouri. "SHOWN"
- Item No. 14 Subject to Easement granted to Monarch Chesterfield Levee District for Permanent Seepage Berm Easement and Maintenance Conditions as set forth in instrument recorded in Book 17599 at Page 3929, in the land records of St. Louis County, Missouri. "SHOWN"
- Item No. 15 Subject to Easement granted to Monarch Chesterfield Levee District, et al. for the purpose of permanent roadway improvement maintenance utility and sewer easement deed, as set forth in instrument recorded in Book 17599 at Page 3946, in the land records of St. Louis County, Missouri. "SHOWN"
- Item No. 16 Easement granted to Monarch Chesterfield Levee District for the purpose of temporary construction and access easement, as set forth in instrument recorded in Book 17599 at Page 3955, in the land records of St. Louis County, Missouri. "NOT SHOWN" Expired
- Item No. 17 Subject to Easement granted to Burkhardt Family Investments, LLC for the purpose of permanent access easement, as set forth in instrument recorded in Book 17910 at Page 4916, in the land records of St. Louis County, Missouri.
- Correction of permanent access easement deed, as set forth in instrument recorded in Book 18125 at Page 1929, in the land records of St. Louis County, Missouri. "SHOWN"
- Item No. 18 Subject to General Utility Easement as set forth in instrument recorded in Book 17910 at Page 4923, in the land records of St. Louis County, Missouri. "SHOWN"
- Item No. 19 Subject to General Utility Easement as set forth in instrument recorded in Book 17910 at Page 4929, in the land records of St. Louis County, Missouri. "SHOWN"
- Item No. 20 Subject to Permanent Roadway Improvements Maintenance Utility and Sewer Easement as set forth in instrument recorded in Book 17910 at Page 4935, in the land records of St. Louis County, Missouri. "SHOWN"
- Item No. 21 Subject to Easement granted to Burkhardt Family Investments, LLC for the purpose of permanent access easement deed, as set forth in instrument recorded in Book 18125 at Page 1936, in the land records of St. Louis County, Missouri. "SHOWN" (Calls in the description do not match the exhibit, duplicate of Book 17910, Page 4916 prior to Correction Deed Book 18125, Page 1929)
- Item No. 22 Subject to Restrictions, easements, dedications, building lines and set back lines which are shown on the plat of SUBDIVISION OF E. KROENUNG ESTATE recorded in Plat Book 11 at Page 11, in the land records of St. Louis County, Missouri "SHOWN"
- (4) Except as shown hereon there are no known encroachments on subject property.
 - (5) There was no evidence of recent earth moving work, building construction observed at the time of this survey.
 - (6) There are no known changes in street right of way lines.
 - (7) There was no evidence of recent sidewalk/street construction at the time of this survey.
 - (8) There were no wetlands designated onsite at the time of the survey.
 - (9) Professional Liability Insurance policy obtained by the surveyor, certificate of insurance to be furnished upon request.

GENERAL NOTES:

- 1) Subject property is Zoned P1 Planned Industrial District Ord# 3197
 Note: The above zoning provided by the City of Chesterfield and to verify the client should obtain a zoning endorsement from their title company.
- 2) Subject property lies within Flood Zone X shaded (Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood) according to the National Flood Insurance Rate Map Number 29188C0125K with an effective date of 2-4-2015. By graphically plotting.
- 3) There are no marked parking stalls onsite.
- 4) Utilities shown hereon are shown from record and/or survey information. Any location, size and type information should be considered as approximate only. It is the Contractors responsibility to call Dig-Rite to verify utility locations.

Surveyors Certification

This is to certify to:
 Carshfield F.C.
 Clear Title Group LLC
 Chicago Title Insurance Company

That this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1-5, 6(b), 7(b), 7(b)(1), 7(c), 8, 9, 11 and 13 of Table A thereof. The field work was completed during April 2023.

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

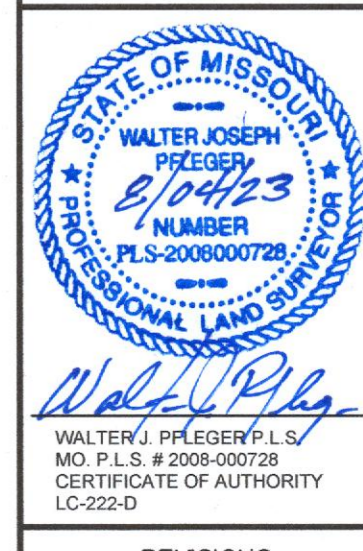
By: *Walter J. Pfeiffer*
 Walter J. Pfeiffer, Missouri P.L.S. No. 2008-000728

PREPARED FOR:
 CARSHIELD FC
 503 PEARL DR
 ST. PETER MO 63376
 ATTN: Nick Hamilton

257 Chesterfield Business Parkway
 St. Louis, MO 63103
 Phone: (314) 991-5100
 Email: info@stockandassociates.com
 Web: www.stockandassociates.com

STOCK & ASSOCIATES
 Consulting Engineers, Inc.

ALTA/NSPS LAND TITLE SURVEY
PART OF LOT 2
 530 N EATHERTON ROAD
 CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



REVISIONS:

1	6/13/2023 - Revised per city comments
---	---------------------------------------

DATE	BY	CHECKED BY	DESCRIPTION
5/16/23	J.K.	W.J.P.	2022-7301
M.S.D. #		BASE MAP #	
S.L.C. H&T #		H&T S.L.P. #	
M.D.N.R. #			

SHEET TITLE:
 ALTA/NSPS LAND TITLE SURVEY

SHEET NO.:
SHEET #1

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning *JW*

Date: September 18, 2023

RE: **P.Z. 11-2023 Burkhardt Place, Lot 11:** A request for an ordinance amendment to the existing “PC” Planned Commercial District to new “PC” Planned Commercial District with Landmark Preservation area for 0.32 acres of the Historical District, located on the south side of Old Chesterfield Road (17T220036).

Summary

MJ Hennessy, LLC has submitted a request for an ordinance amendment to the existing “PC” Planned Commercial District to a new “PC” Planned Commercial District to modify the development standards in the existing ordinance of the site. This amendment would modify the building setbacks, parking setbacks, and building footprint restrictions existing in the current “PC” Planned Commercial District with a “LPA” Landmark and Preservation Area Overlay on 0.32 acres of land located south of Old Chesterfield Road. The submittal includes a Preliminary Development Plan, narrative statement, and outboundary survey.

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

On August 14, 2023 Planning Commission voted to approve this petition with an amendment to revise the language in the Trust Fund Contribution within the Attachment A. The amended motion passed by a vote of 6-0.

After the Planning Commission meeting, the applicant requested a correction on the language in the Section III Trust Fund Contribution of the Attachment A shown in red below.

*“The amount of the developer’s contribution to this fund shall be computed based on the following **and shall only be assessed on projects increasing the amount of parking on the site based on the requirements in the Unified Development Code.**”*

On August 24, 2023, the petition was brought before the Planning & Public Works Committee. A motion was made to approve with requested amendment. The motion to approve the petition, as amended, passed by a vote 4-0. Modifications was attached as a Green Sheet Amendment.

On September 05, 2023, the petition was brought before the City Council meeting. A motion was made to incorporate the green sheet amendment passed by a vote 8-0.

Attachments: Legislation
Attachment A
Attachment B – Preliminary Development Plan



Figure 1: Subject Site Aerial

BILL NO. 3467

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE ORDINANCE OF THE EXISTING “PC” PLANNED COMMERCIAL DISTRICT TO A NEW “PC” PLANNED COMMERCIAL DISTRICT WITH LANDMARK PRESERVATION AREA FOR 0.32 ACRES OF THE HISTORICAL DISTRICT, LOCATED ON THE SOUTH SIDE OF OLD CHESTERFIELD ROAD [P.Z. 11-2023 BURKHARDT PLACE, LOT 11, 17T220036].

WHEREAS, the petitioner, MJ Hennessy, LLC, has requested a change in ordinance 1618 of the existing “PC” Planned Commercial District to a new “PC” Planned Commercial District with Landmark Preservation area for 0.32 acres of the Historical District located on the south side of Old Chesterfield Road; and,

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

WHEREAS, the Planning Commission, having considered said request, recommended approval of the change of ordinance, with amendment, by a vote of 6-0; 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 4-0; and,

WHEREAS, the City Council, having considered said request, voted to approve the ordinance amendment request with green sheet amendment by vote 8-0.

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 “PC” Planned Commercial District with Landmark Preservation area designation for a 0.32 acres tract of land located on the south side of Chesterfield Road as described as follows:

A TRACT OF LAND BEING LOT 11 AND PART OF LOT 12 OF BURKHARDT

PLACE, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12 PAGE 94 OF THE ST. LOUIS COUNTY RECORDS, IN US SURVEY 2031, TOWNSHIP 45 NORTH, RANGE 4 EAST, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT ON THE SOUTH LINE OF OLIVE STREET ROAD, 60 FEET WIDE, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 11 OF BURKHARDT PLACE; THENCE SOUTH 19 DEGREES 13 MINUTES WEST 178.29 FEET ALONG THE EAST LINE OF SAID LOT 11 TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 75 DEGREES 28 MINUTES WEST 75.25 FEET ALONG THE SOUTH LINE OF SAID LOT 11 TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 18 DEGREES 17 MINUTES EAST 185.15 FEET TO THE SAID SOUTH LINE OF OLIVE STREET ROAD, 60 FEET WIDE; THENCE SOUTH 63 DEGREES 57 MINUTES EAST, 5.68 FEET AND SOUTH 70 DEGREES 47 MINUTES EAST 72.33 FEET ALONG SAID SOUTH LINE OF OLIVE STREET ROAD TO THE POINT OF THE 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 MJ Hennessy, LLC, in P.Z. 11-2023, 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 July, 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: 09/05/2023

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 “PC” Planned Commercial District, with a Landmark and Preservation Area (LPA) procedure, shall be office use.

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

1. Floor Area
 - a. The uses permitted within this “PC” Planned Commercial District, with a Landmark and Preservation Area (LPA) procedure, shall be contained in existing house.

C. SETBACKS

1. Structure Setbacks

No building or structure, other than lights, fence, retaining walls, front porch steps, existing rear deck, existing stone bar-b-que, and flagpoles, shall be located within the following setbacks:

 - a. Fifty-Five (55) feet from the right-of-way of Old Chesterfield Road.
 - b. Seven (7) feet from the western boundary of the PC District.
 - c. Thirty-five (35) feet from the eastern boundary of the PC District.
 - d. Sixty-Five (65) feet from the southern boundary of the PC District.
2. Parking Setbacks

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

 - a. Twelve (12) feet from the right-of-way of Old Chesterfield Road.
 - b. Zero (0) feet from the western boundary of the PC District.

- c. Zero (0) feet from the eastern boundary of the PC District.
- d. Twenty (20) feet from the southern boundary of the PC District.

All parking, loading and internal drive areas shall be of a surface as approved by the Planning Commission on the Site Development Plan. Consideration should be given to utilizing a paver block system, or other alternative that is conducive to a more pleasing visual appearance from Old Chesterfield Road. These areas will not be permitted to be gravel.

D. PARKING AND LOADING REQUIREMENTS

1. Parking and loading spaces for this development will 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. Parking lots shall not be used as streets.

E. LANDSCAPE AND TREE REQUIREMENTS

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

F. SIGN REQUIREMENTS

1. Signs shall be permitted in accordance with the regulations of the City of Chesterfield Code or a Sign Package may be submitted for the planned district. Sign Packages shall adhere to the City Code and are reviewed and approved by the City of Chesterfield Planning Commission.
2. This development shall be permitted one (1) freestanding business or project identification sign, which shall be in accord with the City of Chesterfield Sign Code.
3. The location of all signs shall be as approved by the Planning Commission on the Site Development Plan.
4. No advertising, temporary, portable signs or attention getting devices of any kind shall be permitted in this development.

G. LIGHT REQUIREMENTS

1. Provide a Lighting Plan and cut sheet in accordance with the City of Chesterfield Code.

2. No on-site light standard shall exceed twenty-four (24) feet in height. The location of all light standards shall be as approved on the Site Development Plan.

H. ARCHITECTURAL

1. Exterior façade and design features shall be reviewed by the City of Chesterfield Architectural Review Board and the Chesterfield Historical Commission and shall be subject to approval by the City of Chesterfield Planning Commission in conjunction with the Site Development Plan.
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. Provide a sidewalk conforming to ADA standards adjacent to Old Chesterfield Road as directed by the City of Chesterfield.
3. Provide cross access easement to adjacent properties as directed by the City of Chesterfield.
4. No construction parking will be permitted on Old Chesterfield Road right-of-way.

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. Provide a special cash escrow for future sidewalk construction along Old Chesterfield Road. Specifically provide for construction of a five (5) foot wide sidewalk along the property frontage.
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.

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

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 and the Metropolitan St. Louis Sewer District.

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 Saint Louis Sewer District.

N. SANITARY SEWER

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

O. GEOTECHNICAL REPORT

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

R. MISCELLANEOUS

1. All utilities will be installed underground.
2. An opportunity for recycling will be provided. All provisions of Chapter 25, Article VII, and Section 25-122 thru Section 25-126 of the City Code shall be required where applicable.
3. Road improvements and right-of-way dedication shall be completed prior to the issuance of an occupancy permit. If development phasing is anticipated, the developer shall complete road improvements, right-of-way dedication, and access requirements for each phase of development as directed by the City of Chesterfield. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.
4. If any development in, or alteration of, the floodplain is proposed, the developer shall submit a Floodplain Study and Floodplain Development Permit/Application to the City of Chesterfield for approval. The Floodplain Study must be approved by the City of Chesterfield prior to the approval of the Site Development Plan, as directed. The Floodplain Development Permit must be approved prior to the approval of a Grading Permit or Improvement Plans. If any change in the location of the Special Flood Hazard Area is proposed, the Developer shall be required to obtain a Letter of Map Revision (LOMR) from the Federal Emergency Management Agency. The LOMR must be issued by

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

II. GENERAL CRITERIA

A. SITE DEVELOPMENT SECTION PLAN SUBMITTAL REQUIREMENTS

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

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

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

III. TRUST FUND CONTRIBUTION

The developer shall be required to contribute to the Traffic Generation Assessment (TGA) to the Trust Fund Area D.

ROADS

The roadway improvement contribution is based on land and building use. The roadway contributions are necessary to help defray the cost of engineering, right-of-way acquisition, and major roadway construction. The amount of the

developer's contribution to this fund shall be computed based on the following and shall only be assessed on projects increasing the amount of parking on the site based on the requirements in the Unified Development Code:

<u>Type of Development</u>	<u>Required Contribution</u>
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 City of Chesterfield.

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 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 the City of Chesterfield, any portion of the traffic generation assessment contribution which remains, following completion of road improvements required by the development, shall be retained in the appropriate trust fund.

The amount of all required contributions, 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 City of Chesterfield.

Trust Fund contributions shall be deposited with the City of Chesterfield prior to the issuance of Municipal Zoning Approval.

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.

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator
From: Justin Wyse, Director of Planning *JW*
Date: September 5th, 2023
RE: **International Property Maintenance Code**

Summary

Staff from the Department of Police (Code Enforcement), Department of Planning, and legal counsel have been working to increase code enforcement activity to resolve property maintenance issues (e.g. problem properties). Several long-standing problem properties have been brought into compliance through this process. However, Staff has also uncovered inconsistencies in our adopted codes that need to be resolved.

History

In 2003, the City of Chesterfield adopted Ordinance 1932 adopting minimum standards for exteriors of properties. There was a good deal of discussion during deliberation on this section of the code and the Council limited the City's property maintenance powers to these exterior standards. These standards were adopted in lieu of adoption of the International Property Maintenance Code and were much more limiting on the powers of the City to enforce standards on private property, specifically limiting the standards to the exterior of properties.

In the following years, the International Property Maintenance Code was adopted while adopting new building, mechanical and other technical codes. As you are aware, the City contracts with St. Louis County for building permitting services and we adopt the same building codes as the County.

The result is that the City effectively has two property maintenance codes adopted with different powers and procedures.

International Property Maintenance Code

As stated in the International Property Maintenance Code (IPMC), the document is, "intended to establish minimum maintenance standards for basic equipment, light, ventilation, heating, sanitation and fire safety." The IPMC is divided into eight chapters addressing:

- Scope and Application;
- Administration and Enforcement;
- General Requirements;
- Light, Ventilation and Occupancy Limitations;

- Plumbing Facilities and Fixture Requirements;
- Mechanical and Electrical Requirements;
- Fire Safety Requirements; and
- Referenced Standards.

These standards are far more expansive than the Exterior Property Maintenance standards adopted in other parts of the City Code. For example, Chapter 3 contains interior structure standards, and Chapters 4-7 contain additional standards for various elements that would often be located on the interior of a property.

The code includes a section on enforcement which does not match the procedures within the City Code. It should also be noted that many of the remedies of violations of this section of code would result in a structure being deemed unsuitable for occupancy. Traditionally, this would result in revocation or denial of occupancy permits for the premises; however, the City has not instituted a re-occupancy permit program.

Exterior Maintenance Standards

Attached to this report is a copy of the adopted exterior maintenance standards originally adopted by the City in 2003. As can be seen, these standards are much more focused and limited to exterior of properties only. No additional procedures are stated as enforcement utilizes procedures elsewhere in the Code.

Recommendation

This item was reviewed by the Planning and Public Works Committee in May of 2023 where the Committee directed Staff to review the two sections of code and bring an ordinance to the Committee to repeal the International Property Maintenance Code. This was reviewed by the Committee on August 24, 2023 and the Committee voted 4-0 to forward the proposed ordinance to the City Council with a recommendation of approval.

It should also be noted that the Committee directed Staff to coordinate with the St. Louis County Department of Health to determine County levels services and interaction necessary from the City in this instances. Staff will report back to PPW once this is completed.

BILL NO. 3468

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI REPEALING THE 2015 INTERNATIONAL PROPERTY MAINTENANCE CODE AND LOCAL AMENDMENTS THERETO.

WHEREAS, the City has adopted Minimum Exterior Standards to ensure the exterior of buildings are maintained in a structurally sound and sanitary condition; and,

WHEREAS, the City has also adopted the 2015 International Property Maintenance Code which includes both exterior and interior maintenance standards; and,

WHEREAS, the City desires to have clear regulations regarding standards for exterior property maintenance; and

WHEREAS, the Planning and Public Works Committee has reviewed the City's Minimum Exterior Standards and the 2015 International Property Maintenance Code, and recommends repeal of the 2015 International Property Maintenance Code; and,

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

Section 1. Section 500.007 Property Maintenance Code of the City Code is hereby repealed in its entirety, including Attachment 500g Amendment to Chapter 1 ICC International Property Maintenance Code.

Section 2. 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: 09/05/2023

Memorandum

Department of Public Works



TO: Michael O. Geisel, PE
City Administrator

cc: James A. Eckrich, PE
Director of Public Works / City Engineer

Justin Wyse, AICP, PTP
Director of Planning

Zachary S. Wolff, PE
Assistant City Engineer

FROM: Jeff Paskiewicz, PE *JSP*
Senior Civil Engineer

DATE: August 16, 2023

RE: Public Street Acceptance
Schoettler Grove

Public Works staff recently conducted an inspection of the Schoettler Grove subdivision. As part of the inspection, we have determined that the following street meets the City of Chesterfield's design and construction standards for acceptance as public streets:

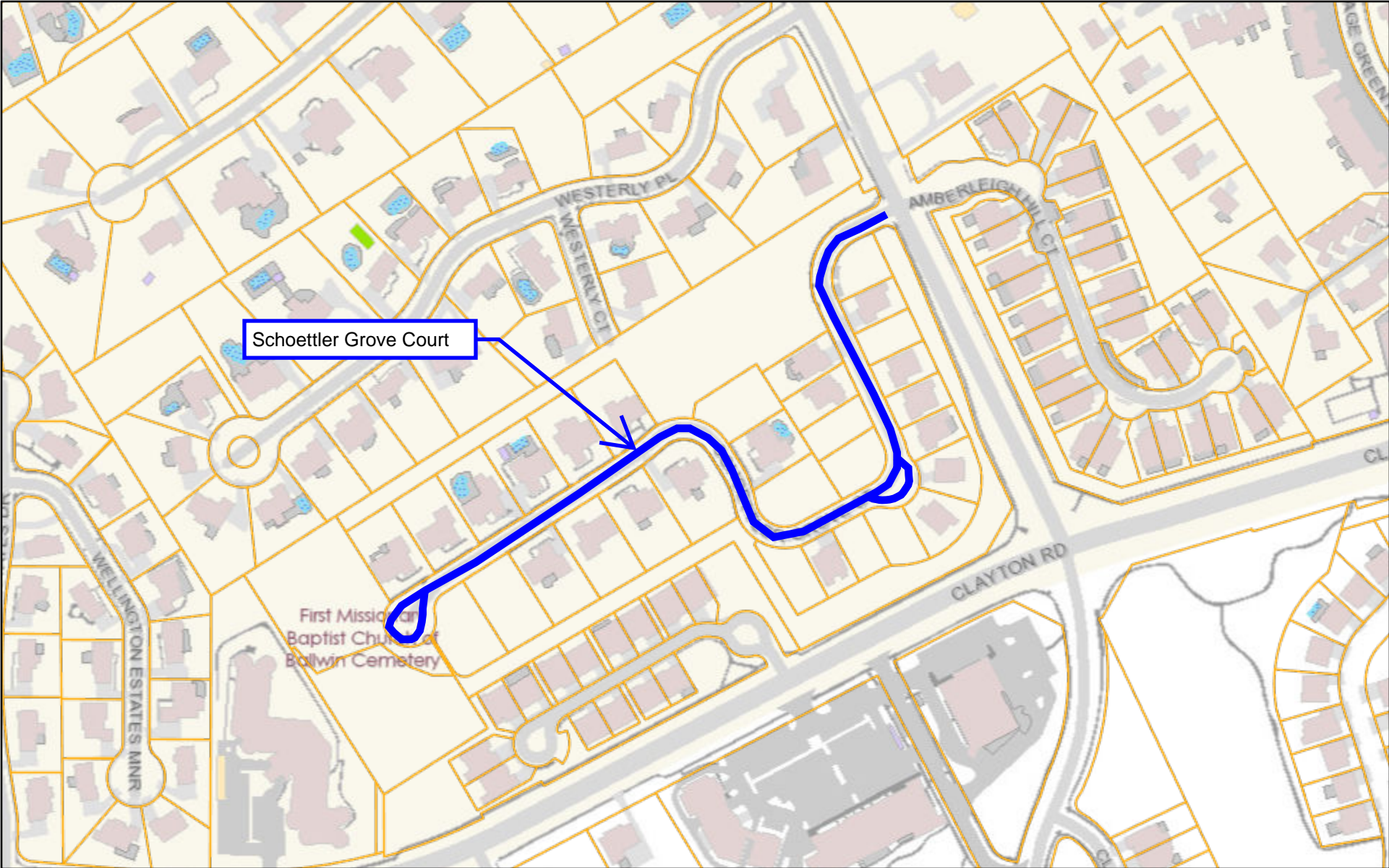
(1) Schoettler Grove Court: Approximately 1,965 feet; from Schoettler Road to the cul-de-sac
Book 364, Pages 109-110

A draft ordinance and a map showing the location of the above referenced street and the associated record plat exhibit are attached.

Action Recommended

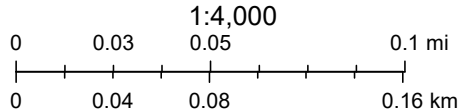
I recommend forwarding the acceptance of the above-referenced street and associated sidewalks to the Planning and Public Works Committee for its consideration. If the Planning and Public Works Committee recommends approval, the matter should be forwarded to City Council for consideration.

Schoettler Grove Court



8/16/2023, 7:22:29 AM

Parcels



Esri, Inc., City of Chesterfield, Missouri

SCHOETTLER GROVE

A TRACT OF LAND BEING PART OF FRACTIONAL SECTION 24
IN TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI
THIS PLAT CONTAINS 740,647 SQ. FT. OR 17.002+- ACRES

109

201603030662
PLAT, BK. 364, PG. 109-110
FILED FOR RECORD
MAY 03, 2016 1:44 PM
RECORDER OF DEEDS
ST. LOUIS COUNTY, MO.
Without any field and official seal
on this day and year aforesaid

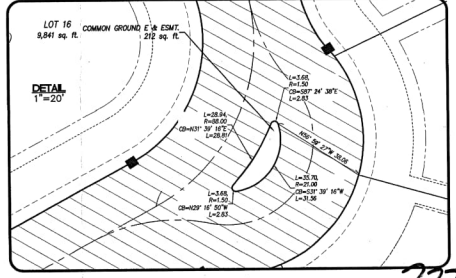
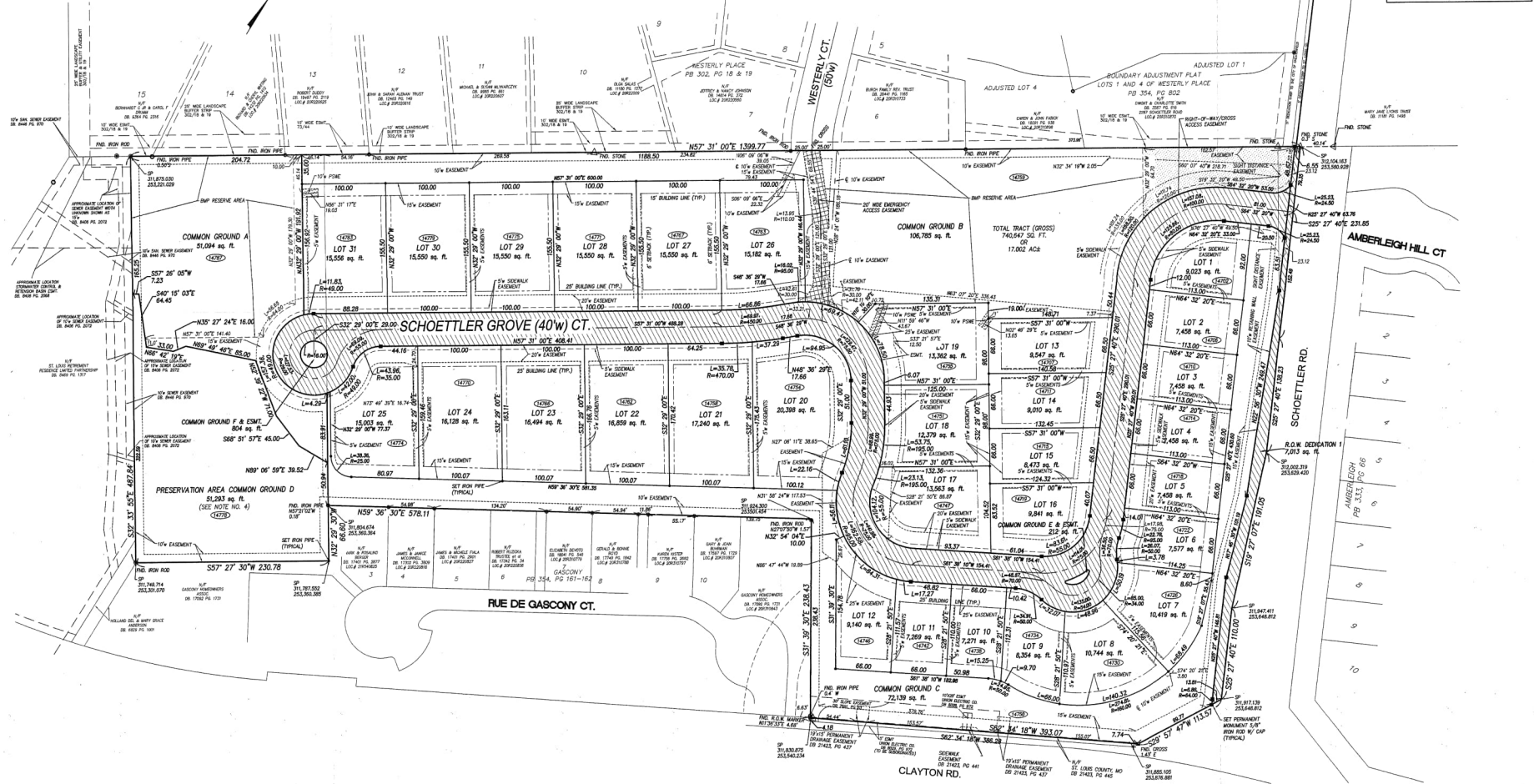
662

GRAPHIC SCALE
1 inch = 50 ft.



LEGEND

- BENCH MARK
- FOUND IRON ROD
- FOUND IRON PIPE
- RIGHT OF WAY MARK
- SET IRON PIPE
- SET PERMANENT SURVEY MONUMENT
- 5/8 IRON NIP / ALUM. CAP



PREPARED BY:
STOCK & ASSOCIATES
Consulting Engineers, Inc.
257 Chestnut Hill Business Parkway
St. Louis, MO 63103
314.241.1200 FAX 314.241.1200
http://www.stockandassociates.com

RECORD PLAT
SCHOETTLER GROVE
CLAYTON AND SCHOETTLER ROAD
CHESTERFIELD, MO.

REVISIONS:

NO.	DATE	DESCRIPTION
1	05/03/2016	COUNTY
2	05/03/2016	CITY
3	05/03/2016	CITY
4	05/03/2016	CITY
5	05/03/2016	CITY
6	05/03/2016	CITY

DATE: 05/03/2016
DRAWN BY: J.M.
CHECKED BY: J.M.
SCALE: AS SHOWN
PROJECT: SCHOETTLER GROVE
SHEET NO.: 109 OF 110

PREPARED FOR:
WB PROPERTIES, LLC
c/o BRINKMAN CONSTRUCTORS
16650 Chesterfield Grove Road, Suite 100
CHESTERFIELD, MO. 63005
PHONE: (314) 537-9700

FINANCE AND ADMINISTRATION COMMITTEE

Chair: Councilmember Michael Moore

Vice-Chair: Barbara McGuinness

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

NEXT MEETING

A meeting of the whole is scheduled for Monday, October 3rd, 2023 at 5:30 pm in Chambers. Among other agenda items, the agenda will include "Finance 104" and presentation of the Five-year projections.

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

NEXT MEETING

The next meeting of the Parks, Recreation and Arts Committee is scheduled for Wednesday, November 1st, 2023 at 5:30 pm.

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

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

Community Center Lease Renewal – Request to authorize the City Administrator to execute an extension of the current lease with TSG Downtown Chesterfield Redevelopment, LLC.

OTHER LEGISLATION

There are no other legislation action items scheduled for Monday's meeting.

UNFINISHED BUSINESS

There is no unfinished business scheduled for this meeting.

NEW BUSINESS



Memorandum

To: Mike Geisel, City Administrator
Jeannette Kelly, Director of Finance

From: TW Dieckmann, Director of Parks, Recreation & Arts

Date: 8-31-23

Subject: recommendation to extend Community Center lease

The City has been leasing space in the Chesterfield Mall for a Community Center since January 2022. It is a 20,000 square foot space used for community recreation. It is open weekdays from 8 – 3:30. This includes programs for all ages but especially seniors, educational presentations, health screenings, walk-in play space for toddlers, and the occasional rental.

Our current lease expires 12/31/23. It is attached. The Staenberg Group is offering an extension from 1/1/24 through 8/31/24. It is also attached. I recommend accepting their offer, and extending our lease for the Community Center.

Action Recommended

Please forward this to City Council for consideration. Should Council agree with staff's recommendation, please authorize the City Administrator to sign the lease extension for the Community Center.

Concurrence: 
Jeannette Kelly, Director of Finance

RENEWAL LICENSE AGREEMENT

This License Agreement (“*Agreement*”) is made as of the ____ day of _____ 2023 by and between TSG DOWNTOWN CHESTERFIELD REDEVELOPMENT, LLC, a Missouri limited liability company, the address for which is 2127 Innerbelt Business Center Drive, Suite 200, St. Louis, Missouri 63114 (“*Licensor*”), and the licensee identified below in this Agreement (“*Licensee*”).

RECITALS

- A. Licensor is the owner of Chesterfield Mall located in Chesterfield, Missouri (the “*Shopping Center*”).
- B. Licensee wishes to have the use of certain space in the Shopping Center, and Licensor is willing to provide such use to Licensee on the terms and conditions set forth in this Agreement.

RENEWAL AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, Licensor and Licensee, intending to be legally bound hereby, agree as follows:

1. Licensed Space. Licensor hereby grants to Licensee a temporary license and to use that space in the Building described below (the “*Licensed Space*”), subject to the terms and conditions set forth in this Agreement. This license shall extend only to the Licensed Space and not to any other portion of the Building. Licensee has inspected the Licensed Space, accepts the same in its “as is” condition and acknowledges that the Licensed Space is adequate for Licensee’s needs.

2. Basic Terms:

Licensee Entity Name: The City of Chesterfield
 Trade (or d/b/a) Name: City of Chesterfield Parks, Recreation and Arts
 Licensee Notice Address: 690 Chesterfield Parkway West
Chesterfield, MO 63017
 Contact: Kari Johnson
 Phone: 636-812-9504
 E-mail Address: Kjohnson@chesterfield.mo.us

Licensee FEIN/SSN: _____

Licensed Space: Space # 579 SF: 20,350 (see Exhibit A)

Use: Recreational Center for the benefit of the Community

Commencement Date: January 1, 2024 Expiration Date: August 31, 2024*

*Due to the uncertainty of the mall closure date for redevelopment, at all times from and after 8/31/24, the license period hereunder shall automatically convert to a month-to-month term such that either party shall have the right to terminate this Agreement upon no less than thirty (30) days prior written notice to the other party.

Monthly License Fee: \$0 – Community Event Value - \$5000 per month

Percentage License Fee: ~~Yes~~ ~~No~~ % of Gross Sales > \$ _____ per month

Other Charges: Electric & Gas: Licensee to arrange and pay directly to suppliers by possession date anticipated on or about 12/1/21
(Ameren Missouri @ 800-552-7583 / Spire @ 800-887-4173)
Water/Sewer: \$.00 per month Fire Panel: \$.00 per month
Trash Removal: RWS Facility Services 610-358-3400

Security Deposit: \$ 0

Other Terms: Licensee will take possession December 1, 2021 with proof of insurance and executed agreement. Licensee will coordinate all occupancy requirements/permits for The City of Chesterfield, St. Louis County (Including Covid 19 Social Distancing Rules) and Monarch Fire District.

3. Use. Licensee will use the Licensed Space solely for the use described in Section 2 and for no other purpose whatsoever. Licensee shall not use the Licensed Space in any manner that interferes with the quiet enjoyment of any other licensee or occupant in the Building.
4. License Period. Licensee shall open and commence operation of its business in the Licensed Space on the Commencement Date set forth in Section 2 and shall close and cease operating its business on the Expiration Date set forth in Section 2 (the "**License Period**").

5. Monthly License Fees and Other Charges. The Monthly License Fees and any Other Charges set forth in Section 2 are payable in advance to Licensor on the first day of each month, except that if the Commencement Date begins or ends on a day which is not the first or last day of a month, such amounts for such month shall be prorated. All delinquent Monthly License Fees, Percentage License Fees (if applicable) or other charges or amounts due hereunder shall accrue interest at a rate equal to the lesser of one and one-half percent (1.5%) or the maximum amount permitted by law from the due date of such payment (the "**Late Payment Fees**") and shall be paid by Licensee to Licensor on demand. In addition, Licensee will be responsible for payment of all of Licensor's collection costs, including reasonable attorneys' fees. Payment of the Late Payment Fees shall not prejudice the rights of Licensor to pursue other remedies available under this Agreement, at law or in equity.

~~6. Percentage License Fees. Any Percentage License Fees set forth in Section 2 are payable no later than ten (10) days after the expiration of the then immediately preceding calendar month during the License Period. The term "Gross Sales" means the entire amount of the actual sales price, whether for cash or otherwise, of all merchandise or services sold, and all other receipts on account of business conducted in or from the Licensed Space (excluding sales tax). A "sale" shall occur when (i) the sale is reflected in Licensee's books and records, (ii) Licensee receives all or any portion of the sales price, or (iii) the applicable goods and services are delivered to a customer. Licensee shall prepare and keep at its primary business office full, complete and proper books and source documents, in accordance with generally accepted accounting principles, of all Gross Sales from the Licensed Space. All records and books of account shall be available for examination and copying at its primary business office by Licensor upon twenty four (24) hours' notice. Licensee shall furnish Licensor within fifteen (15) days after the end of each month during the License Period a complete written statement, in detail acceptable to Licensor and certified by Licensee to be true and correct, of Gross Sales during such month or partial month. (not needed if there are no retail sales ie: office user)~~

7. Security Deposit. If a Security Deposit is required under Section 2, such sum shall not be held in trust and shall not bear interest. The Security Deposit shall be returned to Licensee at the end of the License Period, provided that if Licensee is in default of this Agreement or if there has been damage to the Licensed Space (ordinary wear and tear excepted), the Security Deposit may be used to repair such damage or correct such default and, in such case, Licensee shall promptly restore that portion of the Security Deposit which has been so used. The Security Deposit shall not be used as the License Fee for the last month of the License Period.

8. Nature of License. No legal title, easement or other possessory interest in real estate, including any leasehold interest in the Licensed Space, or any appurtenances thereto, shall be deemed or construed to have been created or vested in Licensee by anything contained in this Agreement. Licensee shall have no recourse against Licensor's members, managers, partners, affiliates, agents, contractors, employees, invitees or other licensees for breach of contract under this Agreement or otherwise and none of the direct or indirect partners or members comprising the company which is the Licensor shall be liable hereunder for breach of contract or otherwise.

9. Utilities. Licensee shall be solely responsible for and promptly pay all charges for electricity and gas used or attributable to the Licensed Space. In addition, Licensee shall pay Licensor the amounts specified in Section 2 for such other utilities/services listed or described in such Section, together with the Monthly License Fees.

10. Care and Maintenance of Licensed Space. Licensee, at Licensee's expense, shall at all times: (a) keep the Licensed Space orderly, neat, safe, clean and free from rubbish and dirt and vermin and shall properly dispose of all trash, garbage and other solid waste generated within the Licensed Space; and (b) comply with all applicable federal, state and local laws, regulations, ordinances and all Building rules and requirements prescribed by Licensor. At the time of the expiration or sooner termination of the License Period, Licensee shall surrender the Licensed Space in good order, condition and repair, reasonable wear and tear, and damage by fire or other casualty excepted.

11. Alterations. Licensee shall make no alterations, installations, additions, or improvements in or to the Licensed Space or the Building without Licensor's prior written consent. Whether or not Licensor consents to any work by Licensee in connection with this Agreement or Licensee's occupancy of the Licensed Space, Licensee shall not permit any mechanic's lien to be filed against the Licensed Space by reason of any work, labor, services, or materials performed at or furnished to the Licensed Space or Licensee.

12. Assignment, Transfer or Sublicensing. Licensee shall not, voluntarily or involuntarily, by operation of law or otherwise, assign or transfer this Agreement or any rights hereunder, nor may Licensee sublicense any portion of the Licensed Space or its obligations under this Agreement, and any attempt to do so shall be void and of no legal effect.

13. Signs. No sign, advertisement or notice shall be inscribed, painted, placed or displayed on any part of the Licensed Space or the Building without Licensor's prior written consent.

14. Default. If Licensee fails to observe or perform any of its obligations under this Agreement, then Licensee shall be in default hereunder, and, in addition to the rights and remedies available to Licensor elsewhere under this Agreement or at law or equity, Licensor may, at its option, exercise one or more of the following remedies: (a) declare this Agreement terminated and the license granted hereunder ended (in which event this Agreement and such license shall expire, cease and terminate and Licensee shall vacate and surrender the Licensed Space to Licensor within five (5) days of written notice, but shall remain liable for all obligations arising during the balance of the original stated License Period as hereinafter provided as if this Agreement had remained in full force and effect) and Licensor shall have the right to bring proceedings to recover possession from Licensee holding over; (b) obtain specific performance of the covenants and obligations of Licensee under this Agreement; or (c) perform such obligation on behalf of Licensee in which event the costs and expenses paid or incurred by Licensor in performing Licensee's obligations shall be immediately due and payable to Licensor following receipt of Licensor's invoice. In addition, Licensor shall be entitled to immediately recover from Licensee an amount equal to all of the costs and expenses (including, without limitation, reasonable attorneys' fees) paid or incurred by Licensor as a result of Licensee's default under this Agreement.

15. Indemnification. Licensee shall indemnify, defend and hold harmless Licensor, Staenberg Group, Inc. and their respective officers, directors, stockholders, beneficiaries, partners, managers, members, representatives, agents and employees from and against any and all claims, allegations, actions, damages, liability, cost and expense, including attorneys' fees, in connection with all losses, including loss of life, personal injury and/or damage to property, arising out of any occurrence in, upon or at the Licensed Space of the Building, or the occupancy or use by Licensee of the Licensed Space or any part thereof, or arising from or out of Licensee's failure to comply with any

provisions hereunder, or occasioned wholly or in part by any act or omission of Licensee, its concessionaires, agents, contractors, suppliers, employees, servants, customers or licensees (except for loss or damage resulting solely from the negligence of Licensor). The indemnifications in this Section shall survive expiration or early termination of this Agreement.

16. Expiration or Termination; Holding Over. Upon expiration of the License Period or termination of this Agreement, Licensee shall remove all persons and items of its property from the Licensed Space and shall vacate the Building. In the event Licensee remains in the Licensed Space after the Expiration Date or the earlier termination of this Agreement, Licensee will be considered to be "holding over." During the holdover period, the Monthly License Fee shall be one hundred fifty percent (150%) of the Monthly License Fee in effect during the last month of the License Period, and all other charges and amounts owed under this Agreement shall be the same as in effect during the last month of the License Period, all of which shall be payable on the applicable due dates. Any holding over by Licensee after expiration or termination of this Agreement without Licensor's prior written consent shall entitle Licensor at its option to re-enter the Licensed Space as Licensor deems necessary. Anything in this Section to the contrary notwithstanding, the acceptance of any license fees, charges or other amounts paid by Licensee pursuant to this Section shall not preclude Licensor from commencing and prosecuting a holdover or summary eviction proceeding. Nothing contained in this Section shall: (a) imply any right of Licensee to remain in the Licensed Space after the expiration or termination of this Agreement without the execution of a new license agreement or modification of this Agreement; (b) imply any obligation of Licensor to grant a new license agreement; or (c) be construed to limit any right or remedy that Licensor has against Licensee as a holdover occupant or trespasser.

17. Jury Waiver. Licensor and Licensee waive their right to trial by jury, including any rights to an advisory jury, in any action, proceeding, or counterclaim (a) brought by either Licensee or Licensor against the other party hereto, with respect to any issue or defense raised therein; and (b) on any matters whatsoever arising out of, or in any way connected with (i) this Agreement, (ii) the relationship of Licensee and Licensor, (iii) Licensee's use and occupancy of the Licensed Space, and/or (iv) Licensor's responsibilities with respect to the Building, including without limitation, summary proceedings and possession actions, and any emergency statutory or other statutory remedies.

18. Insurance. Licensee shall maintain the following insurance policies from and after the date on which the Licensed Space are available to Licensee, and continuing during the License Period: (a) commercial general liability on an occurrence basis with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage, such policy to include product liability insurance with a minimum limit of One Million Dollars (\$1,000,000.00); (b) all risk property insurance, including theft coverage, which insures Licensee's merchandise, fixtures, furnishings, equipment and all other items of personal property in an amount not less than one hundred percent (100%) of their full replacement cost; (c) workers compensation as required by law, with statutory limits for Missouri. The general liability policy shall designate Licensor (TSG DOWNTOWN CHESTERFIELD REDEVELOPMENT, LLC) and its property manager, Staenberg Group, Inc. (STAENBERG GROUP, INC. DBA TSG PROPERTIES), and all other parties in interest designated by Licensor, as an additional insured. The certificate holder box needs to be: TSG Downtown Chesterfield Redevelopment, LLC. Attention: Risk Management C/O Staenberg Group, Inc. 2127 Innerbelt Business Center Drive Suite #200 St. Louis, MO 63114. The certificate of insurance shall state that the general liability insurance is primary and non-contributory with respect to any insurance policies carried by Licensor, but only as respects the operations of Licensee. All of the required insurance policies shall include a waiver by the insurance company of all rights of subrogation against Licensor and Licensor's agents, employees, and representatives that may arise by reason of any payment under such policy, or by reason of any act or omission of Licensor's agents, employees, or representatives. Licensee shall provide Licensor with a certificate of insurance prior to taking possession of the Licensed Space, such certificate to evidence that all of the insurance policies required under this section are in effect, and that the required policies will not be cancelled without at least thirty (30) days advance notice to Licensor.

19. Notices. All notices, demands, requests or other instruments which may be or are required to be given hereunder, if sent to Licensor or Licensee by overnight mail service such as FedEx, UPS, etc., to the address set forth on the first page of this Agreement, or if to Licensee only, via hand delivery to the Licensed Space, shall be deemed to have been delivered on the date of receipt or refusal thereof.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to choice or conflict of laws rules.

21. Confidentiality. Licensee agrees that the terms of this Agreement shall remain strictly confidential and shall not be disclosed to any third party. Licensee will be considered in default for any breach or disclosure of the terms of this Agreement and Licensor may exercise any and all rights available to it according to the terms of this Agreement. Licensee shall not record this Agreement or any memorandum, affidavit or other notice of this Agreement in any public records.

22. General Provisions. This Agreement is and shall be considered to be the only agreement between the parties hereto relating to the subject matter hereof. All prior negotiations, representations and agreements between the parties are merged herein. This Agreement may be amended or modified only by written instrument executed by both Licensor and Licensee. This Agreement shall not be binding and or effective until signed by both Licensor and Licensee. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall constitute one agreement. The counterparts of this Agreement may be executed and delivered by email or other electronic transmission, by any of the parties, to any other party, and the receiving party may rely on the receipt of such document so executed and delivered by email or other electronic means, as if the original had been received. Licensee has not relied upon any representation of Licensor or its agents, other than any items contained in this Agreement as an inducement to enter into this Agreement.

IN WITNESS WHEREOF, Licensor and Licensee have executed and delivered this Agreement as of the date first above written.

LICENSOR:

TSG DOWNTOWN CHESTERFIELD
REDEVELOPMENT, LLC

By: _____
Michael H. Staenberg, Manager

LICENSEE:

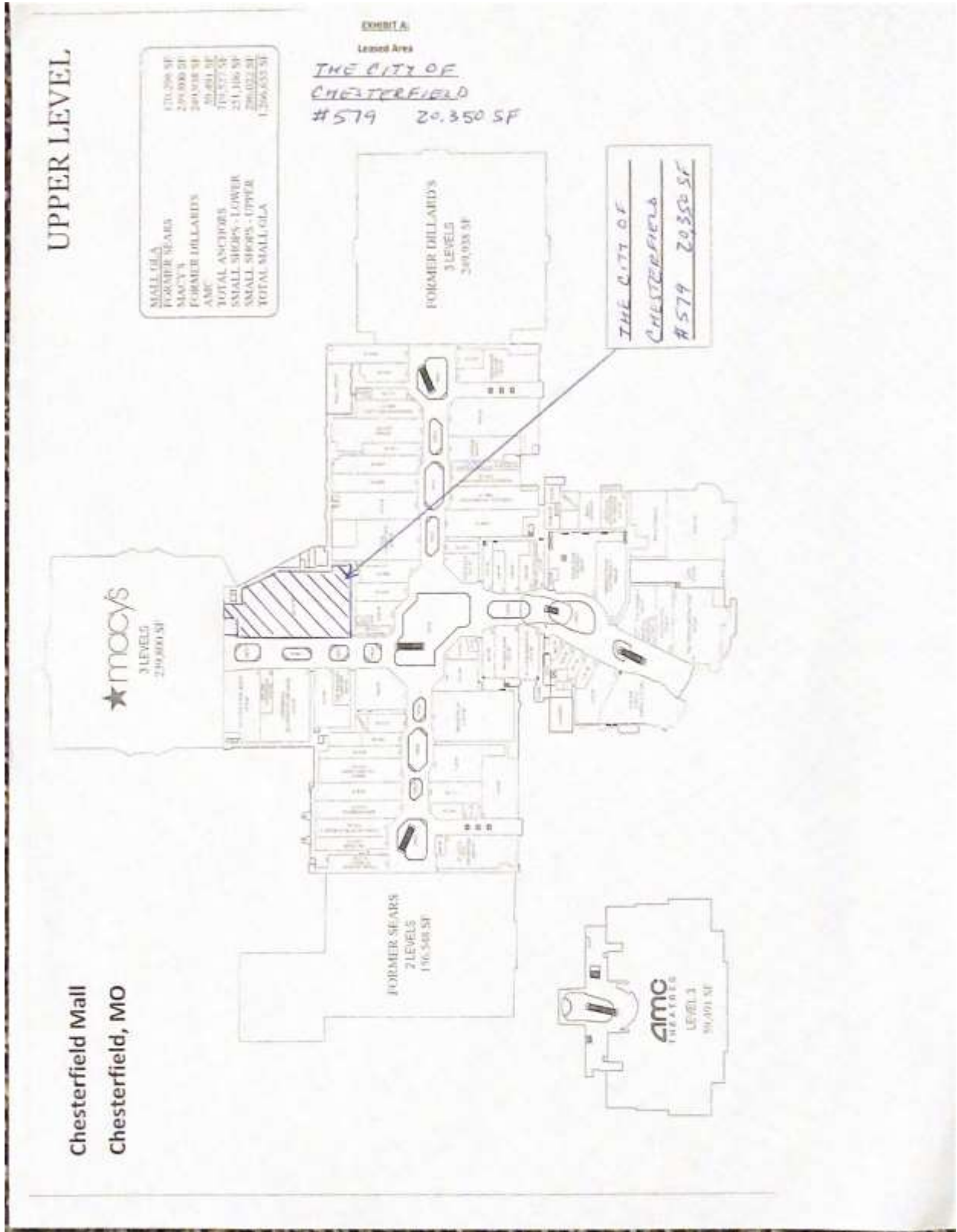
THE CITY OF CHESTERFIELD

By: _____

Print Name: _____

Title: _____

Exhibit A



LICENSE AGREEMENT

This License Agreement ("*Agreement*") is made as of the 6 day of January, 2022 by and between TSG DOWNTOWN CHESTERFIELD REDEVELOPMENT, LLC, a Missouri limited liability company, the address for which is 2127 Innerbelt Business Center Drive, Suite 200, St. Louis, Missouri 63114 ("*Licensor*"), and the licensee identified below in this Agreement ("*Licensee*").

RECITALS

- A. Licensor is the owner of Chesterfield Mall located in Chesterfield, Missouri (the "*Shopping Center*").
- B. Licensee wishes to have the use of certain space in the Shopping Center, and Licensor is willing to provide such use to Licensee on the terms and conditions set forth in this Agreement.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, Licensor and Licensee, intending to be legally bound hereby, agree as follows:

1. Licensed Space. Licensor hereby grants to Licensee a temporary license and to use that space in the Building described below (the "*Licensed Space*"), subject to the terms and conditions set forth in this Agreement. This license shall extend only to the Licensed Space and not to any other portion of the Building. Licensee has inspected the Licensed Space, accepts the same in its "as is" condition and acknowledges that the Licensed Space is adequate for Licensee's needs.

2. Basic Terms:

Licensee Entity Name: The City of Chesterfield
 Trade (or d/b/a) Name: City of Chesterfield Parks, Recreation and Arts
 Licensee Notice Address: 690 Chesterfield Parkway West
Chesterfield, MO 63017
 Contact: Kari Johnson
 Phone: 636-812-9504
 E-mail Address: Kjohnson@chesterfield.mo.us

Licensee FEIN/SSN: _____

Licensed Space: Space # 579 SF: 20,350 (see Exhibit A)

Use: Recreational Center for the benefit of the Community

Commencement Date: January 1, 2022 Expiration Date: December 31, 2023

Monthly License Fee: \$0 -- Community Event Value - \$5000 per month

Other Charges: Electric & Gas: Licensee to arrange and pay directly to suppliers by possession date anticipated on or about 1/10/2022
 (Ameren Missouri @ 800-552-7583 / Spire @ 800-887-4173)
 Water/Sewer: \$.00 per month Fire Panel: \$.00 per month
 Trash Removal: RWS Facility Services 610-358-3400

Security Deposit: \$ 0

Other Terms: Licensee will take possession January 10, 2022 with proof of insurance and executed agreement. Licensee will coordinate all occupancy requirements/permits for The City of Chesterfield, St. Louis County (Including Covid 19 Social Distancing Rules) and Monarch Fire District.

3. Use. Licensee will use the Licensed Space solely for the use described in Section 2 and for no other purpose whatsoever. Licensee shall not use the Licensed Space in any manner that interferes with the quiet enjoyment of any other licensee or occupant in the Building.

4. License Period. Licensee shall open and commence operation of its business in the Licensed Space on the Commencement Date set forth in Section 2 and shall close and cease operating its business on the Expiration Date set forth in Section 2 (the "*License Period*").

5. Monthly License Fees and Other Charges. The Monthly License Fees and any Other Charges set forth in Section 2 are payable in advance to Licensor on the first day of each month, except that if the Commencement Date begins or ends on a day which is not the first or last day of a month, such amounts for such month shall be prorated. All delinquent Monthly License Fees, Percentage License Fees (if applicable) or other charges or amounts due hereunder shall accrue interest at a rate equal to the lesser of one and one-half percent (1.5%) or the maximum amount permitted by law from the due date of such payment (the "*Late Payment Fees*") and shall be paid by Licensee to Licensor on demand. In addition, Licensee will be responsible for payment of all of Licensor's collection costs, including reasonable attorneys' fees. Payment of the Late Payment Fees shall not prejudice the rights of Licensor to pursue other remedies available under this Agreement, at law or in equity.

~~6. Percentage License Fees. Any Percentage License Fees set forth in Section 2 are payable no later than ten (10) days after the expiration of the then immediately preceding calendar month during the License Period. The term "Gross Sales" means the entire amount of the actual sales price, whether for cash or otherwise, of all merchandise or services sold, and all other receipts on account of business conducted in or from the Licensed Space (excluding sales tax). A "sale" shall occur when (i) the sale is reflected in Licensee's books and records, (ii) Licensee receives all or any portion of the sales price, or (iii) the applicable goods and services are delivered to a customer. Licensee shall prepare and keep at its primary business office full, complete and proper books and source documents, in accordance with generally accepted accounting principles, of all Gross Sales from the Licensed Space. All records and books of account shall be available for examination and copying at its primary business office by Licensor upon twenty four (24) hours' notice. Licensee shall furnish Licensor within fifteen (15) days after the end of each month during the License Period a complete written statement, in detail acceptable to Licensor and certified by Licensee to be true and correct, of Gross Sales during such month or partial month. (not needed if there are no retail sales in office user)~~

7. Security Deposit. If a Security Deposit is required under Section 2, such sum shall not be held in trust and shall not bear interest. The Security Deposit shall be returned to Licensee at the end of the License Period, provided that if Licensee is in default of this Agreement or if there has been damage to the Licensed Space (ordinary wear and tear excepted), the Security Deposit may be used to repair such damage or correct such default and, in such case, Licensee shall promptly restore that portion of the Security Deposit which has been so used. The Security Deposit shall not be used as the License Fee for the last month of the License Period.

8. Nature of License. No legal title, easement or other possessory interest in real estate, including any leasehold interest in the Licensed Space, or any appurtenances thereto, shall be deemed or construed to have been created or vested in Licensee by anything contained in this Agreement. Licensee shall have no recourse against Licensor's members, managers, partners, affiliates, agents, contractors, employees, invitees or other licensees for breach of contract under this Agreement or otherwise and none of the direct or indirect partners or members comprising the company which is the Licensor shall be liable hereunder for breach of contract or otherwise.

9. Utilities. Licensee shall be solely responsible for and promptly pay all charges for electricity and gas used or attributable to the Licensed Space. In addition, Licensee shall pay Licensor the amounts specified in Section 2 for such other utilities/services listed or described in such Section, together with the Monthly License Fees.

10. Care and Maintenance of Licensed Space. Licensee, at Licensee's expense, shall at all times: (a) keep the Licensed Space orderly, neat, safe, clean and free from rubbish and dirt and vermin and shall properly dispose of all trash, garbage and other solid waste generated within the Licensed Space; and (b) comply with all applicable federal, state and local laws, regulations, ordinances and all Building rules and requirements prescribed by Licensor. At the time of the expiration or sooner termination of the License Period, Licensee shall surrender the Licensed Space in good order, condition and repair, reasonable wear and tear, and damage by fire or other casualty excepted.

11. Alterations. Licensee shall make no alterations, installations, additions, or improvements in or to the Licensed Space or the Building without Licensor's prior written consent. Whether or not Licensor consents to any work by Licensee in connection with this Agreement or Licensee's occupancy of the Licensed Space, Licensee shall not permit any mechanic's lien to be filed against the Licensed Space by reason of any work, labor, services, or materials performed at or furnished to the Licensed Space or Licensee.

12. Assignment, Transfer or Sublicensing. Licensee shall not, voluntarily or involuntarily, by operation of law or otherwise, assign or transfer this Agreement or any rights hereunder, nor may Licensee sublicense any portion of the Licensed Space or its obligations under this Agreement, and any attempt to do so shall be void and of no legal effect.

13. Signs. No sign, advertisement or notice shall be inscribed, painted, placed or displayed on any part of the Licensed Space or the Building without Licensor's prior written consent.

14. Default. If Licensee fails to observe or perform any of its obligations under this Agreement, then Licensee shall be in default hereunder, and, in addition to the rights and remedies available to Licensor elsewhere under this Agreement or at law or equity, Licensor may, at its option, exercise one or more of the following remedies: (a) declare this Agreement terminated and the license granted hereunder ended (in which event this Agreement and such license shall expire, cease and terminate and Licensee shall vacate and surrender the Licensed Space to Licensor within five (5) days of written notice, but shall remain liable for all obligations arising during the balance of the original stated License Period as hereinafter provided as if this Agreement had remained in full force and effect) and Licensor shall have the right to bring proceedings to recover possession from Licensee holding over; (b) obtain specific performance of the covenants and obligations of Licensee under this Agreement; or (c) perform such obligation on behalf of Licensee in which event the costs and expenses paid or incurred by Licensor in performing Licensee's obligations shall be immediately due and payable to Licensor following receipt of Licensor's invoice. In addition, Licensor shall be entitled to immediately recover from Licensee an amount equal to all of the costs and expenses (including, without limitation, reasonable attorneys' fees) paid or incurred by Licensor as a result of Licensee's default under this Agreement.

15. Expiration or Termination; Holding Over. Upon expiration of the License Period or termination of this Agreement, Licensee shall remove all persons and items of its property from the Licensed Space and shall vacate the Building. In the event Licensee remains in the Licensed Space after the Expiration Date or the earlier termination of this Agreement, Licensee will be considered to be "holding over." During the holdover period, the Monthly License Fee shall be one hundred fifty percent (150%) of the Monthly License Fee in effect during the last month of the License Period, and all other charges and amounts owed under this Agreement shall be the same as in effect during the last month of the License Period, all of which shall be payable on the applicable due dates. Any holding over by Licensee after expiration or termination of this Agreement without Licensor's prior written consent shall entitle Licensor at its option to re-enter the Licensed Space as Licensor deems necessary. Anything in this Section to the contrary notwithstanding, the acceptance of any license fees, charges or other amounts paid by Licensee pursuant to this Section shall not preclude Licensor from commencing and prosecuting a holdover or summary eviction proceeding. Nothing contained in this Section shall: (a) imply any right of Licensee to remain in the Licensed Space after the expiration or termination of this Agreement without the execution of a new license agreement or modification of this Agreement; (b) imply any obligation of Licensor to grant a new license agreement; or (c) be construed to limit any right or remedy that Licensor has against Licensee as a holdover occupant or trespasser.

16. Jury Waiver. Licensor and Licensee waive their right to trial by jury, including any rights to an advisory jury, in any action, proceeding, or counterclaim (a) brought by either Licensee or Licensor against the other party hereto, with respect to any issue or defense raised therein; and (b) on

any matters whatsoever arising out of, or in any way connected with (i) this Agreement, (ii) the relationship of Licensee and Licensor, (iii) Licensee's use and occupancy of the Licensed Space, and/or (iv) Licensor's responsibilities with respect to the Building, including without limitation, summary proceedings and possession actions, and any emergency statutory or other statutory remedies.

17. Insurance. Licensee shall maintain the following insurance policies from and after the date on which the Licensed Space are available to Licensee, and continuing during the License Period: (a) commercial general liability on an occurrence basis with a minimum limit of One Million Dollars (\$1,000,000.00) per claims made and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage, such policy to include product liability insurance with a minimum limit of One Million Dollars (\$1,000,000.00); (b) property insurance, including theft coverage, which insures Licensee's merchandise, fixtures, furnishings, equipment and all other items of personal property in an amount not less than one hundred percent (100%) of their full replacement cost; (c) workers compensation as required by law, with statutory limits for Missouri. The general liability policy shall designate Licensor (TSG DOWNTOWN CHESTERFIELD REDEVELOPMENT, LLC) and its property manager, Staenberg Group, Inc. (STAENBERG GROUP, INC. DBA TSG PROPERTIES), and all other parties in interest designated by Licensor, as an additional insured. The certificate holder box needs to be: TSG Downtown Chesterfield Redevelopment, LLC. Attention: Risk Management C/O Staenberg Group, Inc. 2127 Innerbelt Business Center Drive Suite #200 St. Louis, MO 63114. Licensee shall provide Licensor with a certificate of insurance prior to taking possession of the Licensed Space, such certificate to evidence that all of the insurance policies required under this section are in effect, and that the required policies will not be cancelled without at least thirty (30) days advance notice to Licensor.

18. Notices. All notices, demands, requests or other instruments which may be or are required to be given hereunder, if sent to Licensor or Licensee by overnight mail service such as FedEx, UPS, etc., to the address set forth on the first page of this Agreement, or if to Licensee only, via hand delivery to the Licensed Space, shall be deemed to have been delivered on the date of receipt or refusal thereof.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to choice or conflict of laws rules.

20. General Provisions. This Agreement is and shall be considered to be the only agreement between the parties hereto relating to the subject matter hereof. All prior negotiations, representations and agreements between the parties are merged herein. This Agreement may be amended or modified only by written instrument executed by both Licensor and Licensee. This Agreement shall not be binding and or effective until signed by both Licensor and Licensee. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, collectively, shall constitute one agreement. The counterparts of this Agreement may be executed and delivered by email or other electronic transmission, by any of the parties, to any other party, and the receiving party may rely on the receipt of such document so executed and delivered by email or other electronic means, as if the original had been received. Licensee has not relied upon any representation of Licensor or its agents, other than any items contained in this Agreement as an inducement to enter into this Agreement.

IN WITNESS WHEREOF, Licensor and Licensee have executed and delivered this Agreement as of the date first above written.

LICENSOR:

TSG DOWNTOWN CHESTERFIELD
REDEVELOPMENT, LLC

By: _____

Michael H. Staenberg, Manager

LICENSEE:

THE CITY OF CHESTERFIELD

By: _____

Print Name: MIKE GAISEL

Title: City Administrator

Exhibit A

UPPER LEVEL

Chesterfield Mall
Chesterfield, MO

★ **macys**
3 LEVELS
210,000 SF

MALL AREA	124,200 SF
FORMER SEARS	21,000 SF
MACYS	210,000 SF
FORMER HILLARD'S	20,000 SF
AMC	20,000 SF
TOTAL ANCHORS	295,200 SF
SMALL SHOPS - LOWER	20,000 SF
SMALL SHOPS - UPPER	20,000 SF
TOTAL MALL AREA	335,200 SF

LEGENDA
Leased Area
**THE CITY OF
CHESTERFIELD**
#579 20,350 SF

FORMER HILLARD'S
3 LEVELS
200,000 SF

THE CITY OF
CHESTERFIELD
#579 20,350 SF

FORMER SEARS
2 LEVELS
150,000 SF

AMC
3 LEVELS
LEVEL 3
20,000 SF

