

**TENTATIVE AGENDA  
MEETING OF THE CITY COUNCIL  
CITY OF LADUE, MISSOURI  
COUNCIL CHAMBERS  
9345 CLAYTON ROAD  
LADUE, MISSOURI 63124  
MONDAY, OCTOBER 17, 2016  
4:00 P.M.**

The Hon. Nancy Spewak, Mayor, to preside and call the meeting to order.

Adoption and Approval of the Agenda.

**Approval of the Minutes:** Minutes of the Regular and Closed Meetings of September 19, 2016 and the Regular Meeting of September 29, 2016.

**Employee Service Award Presentation**

**Public Forum:** The Mayor will recognize any visitors who wish to address the Mayor and Council on City matters. **(Speakers will be limited to 3 minutes)**

**Public Hearings:**

**PH 1:** The City Council will hold a Public Hearing on an application to rezone the Clayprice Subdivision from B Residential Zoning (1.8 acre minimum) to C Residential Zoning (30,000 square foot minimum). The addresses of the properties involved: 3, 4, 5 & 6 Clayprice Court. **(Z&P recommends denial ZPC 16-09)**

**PH 2:** The City Council will hold a Public Hearing on a recommendation submitted by the Zoning and Planning Commission that the City Council approves a Special Use Permit for Extenet Systems, Inc. to install a telecommunication small cell antenna on top of a utility pole along with radio and power equipment. The height of the pole will be increased by approximately 11 feet. The pole is located on Cedar Crest Street (near the rear of 17 Oakleigh Lane). **(Z&P recommends approval ZPC 16-12)**

**Zoning and Planning Matters:**

**ZP-1** Referral to Zoning and Planning Commission for a Special Use Permit for a proposed 85 foot cell tower concealed as a pine tree at #2 Godwin Lane.

**ZP-2** Referral to Zoning and Planning Commission for a Special Use Permit for a proposed 85 foot cell tower concealed as a pine tree at 9810 South Outer 40 Road.

**Old Business: None**

**New Business**

**Proposed Legislation:**

**Bill No. 2139** – An ordinance of the City of Ladue, St. Louis County, Missouri, authorizing the Mayor to execute an agreement on behalf of the City of Ladue, Missouri with the Missouri Highways and Transportation Commission whereby the Commission grants permission to allow the installation of ornamental fencing and the City agrees to provide for the maintenance thereof and authorizing the Mayor to execute an agreement with the Desco Group Inc. whereby Desco agrees to assume all City obligations under the Commission agreement.

**Bill No. 2140** - An ordinance granting a rezoning of the Lots in Clayprice Subdivision (Lots 1, 2, 3, & 4 of Clayprice Subdivision, more commonly known as 3, 4, 5 & 6 Clayprice Court) from B Residential (1.8 acres minimum lot size) to C Residential (30,000 square foot minimum lot size).

**Resolution No. 2016-16** – A resolution upholding the recommendation of the Zoning and Planning Commission to deny an application to rezone the lots in Clayprice Subdivision (Lots 1, 2, 3, & 4 of Clayprice

Subdivision, more commonly known as 3, 4, 5, & 6 Clayprice Court) from B Residential (1.8 acres minimum lot size) to C Residential (30,000 square foot minimum lot size).

**Financial Matters:**

- F-1** Report of the Finance Director regarding significant items in the financial reports.
- F-2** The Mayor and Council to review and approve the Vouchers for Payment for the month of September 2016.
- F-3** The Mayor and Council to review the combined Treasurer's and Collector's Report for September 2016.
- F-4** The Mayor and Council to review the Financial Report for September 2016.
- F-5** The Mayor and Council to review the Cash Flow Summary for September 2016.
- F-6** The Mayor and Council to review the Land Lots and Delinquent Tax List.

**Department Reports:**

- D-1 Fire Department:** Mayor and Council to review the Fire Department Activity Report for the month of September 2016.
  - a. Update on Fire House #1 Construction
- D-2 Police Department:** Mayor and Council to review the Police Activity Report for the period of January 1 – September 30, 2016.
- D-3 Public Works:** Mayor and Council to review the report of the Director of the Public Works Department.
  - a. Building Office report for the period through September 2016.
- D-4 Municipal Court:** Mayor and Council to review the report of the Municipal Court for September 2016.
- D-5 Administration/City Clerk:**
  - a. Report from the City Attorney.
- D-6 Appointments:**
  - a. None

**Adjournment:** Next meeting dates: Monday, November 21, 2016 (3 p.m. Budget Workshop), followed by the regular Council meeting at 4:00 p.m., and Monday, December 19, 2016.

**Note:** Pursuant to Section 610.022 RSMO., the City Council could vote to close the public meeting and move to executive session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney as provided under section 610.021 (1) RSMO. and/or personnel matters under section 610.021 (13) RSMO. and/or employee matters under section 610.021 (3) RSMO. and/or real estate matters under section 610.021 (2).

Posted Date:

10/14/16

Time:

11:50 pm.

By:

J. Rida

**BILL NO. 2139**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF LADUE, ST. LOUIS COUNTY, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT ON BEHALF OF THE CITY OF LADUE, MISSOURI WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION WHEREBY THE COMMISSION GRANTS PERMISSION TO ALLOW THE INSTALLATION OF ORNAMENTAL FENCING AND THE CITY AGREES TO PROVIDE FOR THE MAINTENANCE THEREOF AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE DESCO GROUP INC. WHEREBY DESCO AGREES TO ASSUME ALL CITY OBLIGATIONS UNDER THE COMMISSION AGREEMENT.**

**WHEREAS**, the City of Ladue, Missouri is desirous of entering into an Ornamental Fence Maintenance Contract (“Contract”) marked as Exhibit A attached hereto, with The DESCO Group, a Missouri corporation, pursuant to which an ornamental fence is to be installed and maintained within a State right-of-way (Lindbergh Boulevard) between Lindbergh Boulevard and Clayton Road, Ladue, Missouri whose cost for materials, installation and maintenance obligations will be borne by The DESCO Group; and

**WHEREAS**, it is necessary to enter into an agreement with MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION (“Commission”) to permit the installation and maintenance of said ornamental fence in the Commission right-of-way located within the City of Ladue (“Agreement”); and

**WHEREAS**, the City Council finds it in the public interest to authorize the Mayor to execute the Agreement with the Commission in order to permit the installation of the ornamental fencing on the Commission’s right-of-way and to enter into a Contract with The Desco Group for The Desco Group to assume all City responsibilities under Agreement; and

**WHEREAS**, this bill has been made available for public inspection prior to its consideration by the City Council and has been read by title two times in open meeting prior to its passage

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

**Section 1.** The Mayor is hereby authorized to execute the Agreement on behalf of the City of Ladue, Missouri, with the Commission, in substantially the form of the agreement attached hereto as Exhibit B and made a part hereof as though fully set out herein to allow the installation and maintenance of ornamental fencing to be installed and maintained on Commission right-of-way as provided in the Agreement. Said Agreement is hereby approved by the City Council in substantially the form of Exhibit B.

**Section 2.** The Mayor is hereby authorized to execute the Contract on behalf of the City of Ladue, Missouri, with The Desco Group, in substantially the form of the contract attached hereto as Exhibit A and made a part hereof as though fully set out herein to memorialize Desco's agreement with the City to assume all City obligations under the Agreement with the Commission. Said Contract is hereby approved by the City Council in substantially the form of Exhibit A.

**Section 3.** This ordinance shall be in full force and effect on the thirty-first day from and after its passage.

**PASSED THIS \_\_\_ DAY OF \_\_\_\_\_, 2016.**

\_\_\_\_\_  
President, City Council

**ADOPTED AND APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 2016.**

\_\_\_\_\_  
Nancy Spewak, Mayor

**ATTEST:**

\_\_\_\_\_  
Laura Rider, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Erin Seele, City Attorney

First reading: \_\_\_\_\_, 2016

Second reading: \_\_\_\_\_, 2016

Exhibit A

Ornamental Fencing Maintenance Agreement

## ORNAMENTAL FENCE MAINTENANCE CONTRACT

This Ornamental Fence Maintenance Contract ("Contract") is made and entered into as of the Effective Date (as hereinafter defined) by and among THE DESCO GROUP, INC. a Missouri corporation ("Developer"), and the CITY OF LADUE, MISSOURI, a municipal corporation ("City").

### Recitals

A. Developer owns West Ladue Schnucks Grocery Store located in the City and desires to install ornamental fencing ("Ornamental Fencing Project") in and along the Missouri Highways and Transportation Commission ("Commission") right-of-way between Lindbergh Boulevard and Clayton Road within the City, as generally shown on Exhibit A, attached hereto and made a part hereof.

B. The Commission will not authorize a private party to install improvements within its right-of-way but is willing to enter into an agreement with the City of Ladue to permit such Ornamental Fencing Project, all as more particularly described in that certain Agreement between the City and the Commission, a copy of which is attached hereto as Exhibit B and incorporated herein as if fully set forth by this reference ("Agreement").

C. Developer has requested that the City enter into the Agreement to permit the Ornamental Fencing Project and has agreed to install the Ornamental Fencing Project and to thereafter assume all of the City's obligations provided for in the Agreement.

D. The City is willing to enter into the Agreement to permit Developer to install the Ornamental Fencing Project on the Commission's right-of-way under certain terms and conditions.

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal adequacy of which the parties hereby acknowledge, it is agreed as follows:

1. **Developer Responsibility.** Developer hereby agrees to install the Ornamental Fencing Project and agrees to assume all of the City's obligations under the Agreement pursuant to and in accordance with the provisions provided for therein.

2. **No City Obligations; Developer Indemnification.** Developer agrees that after the Effective Date the City shall have absolutely no obligations under the Agreement and that Developer has assumed all of the City's obligations under the Agreement and is solely responsible for complying with the terms of the Agreement as provided for in this Contract. To the fullest extent permitted by law, Developer agrees to defend with counsel selected by Developer and approved by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to

person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising in any way from breach of the Contract (which includes breach of any term of the Agreement) or out of services and operations negligently performed hereunder by the Developer, or claims relating thereto. This obligation shall survive termination of this Contract.

3. **Insurance.** Developer agrees that this indemnification requires Developer to obtain insurance in amounts no less than the maximum amounts of liability set forth in Chapter 537.610 RSMo.; provided that nothing herein shall be deemed to permit a cause of action against the City for damages or be deemed a waiver of the City's sovereign immunity relative to any claim against the City.

4. **Cooperation.** City agrees to cooperate with Developer to facilitate the installation of the Ornamental Fencing Project. City agrees to promptly deliver to Developer any communications received from the Commission pursuant to the Agreement.

5. **Entire Agreement; Changes.** This Contract contains and constitutes the entire agreement of the parties regarding the subject matter hereto. No change in this Contract shall be made except in writing executed by all parties prior to the change in work or terms being performed.

6. **Termination.** The City shall have the right to terminate this Contract at any time for any reason by giving the Developer ninety (90) days prior written notice to such effect. This Contract shall automatically terminate if the Commission terminates the Agreement.

7. **Governing/Choice of Law.** This Contract shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

8. **Construction of Language.** The language used in this Contract shall be deemed to be language chosen by all parties to express their mutual intent, and no rule of strict construction against either party shall apply to any term or condition of this Contract.

9. **No Agency or Third Party Beneficiaries.** This Contract shall establish no agency, partnership, joint venture, or employment relationship between the parties. This Contract shall create no third-party beneficiary rights.

10. **Effective Date.** This Contract shall be effective upon the date of the last party to sign hereto ("Effective Date").

11. **Transfer of Title.** If Developer transfers fee title to the West Ladue Schnucks Grocery Store, Developer will give prior written notice of such transfer to the City setting forth the name and address for notice to such grantee, and the grantee thereof shall assume all future liability of Developer, and Developer shall have no liability under this Contract for acts or omissions which occur subsequent to the date of the transfer. After such transfer, the term Developer shall refer to the grantee, being the new owner of the West Ladue Schnucks Grocery Store.

IN WITNESS WHEREOF, the parties have executed this Contract effective upon the full execution of the Agreement.

CITY OF LADUE, MISSOURI

THE DESCO GROUP, INC.,  
a Missouri corporation

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

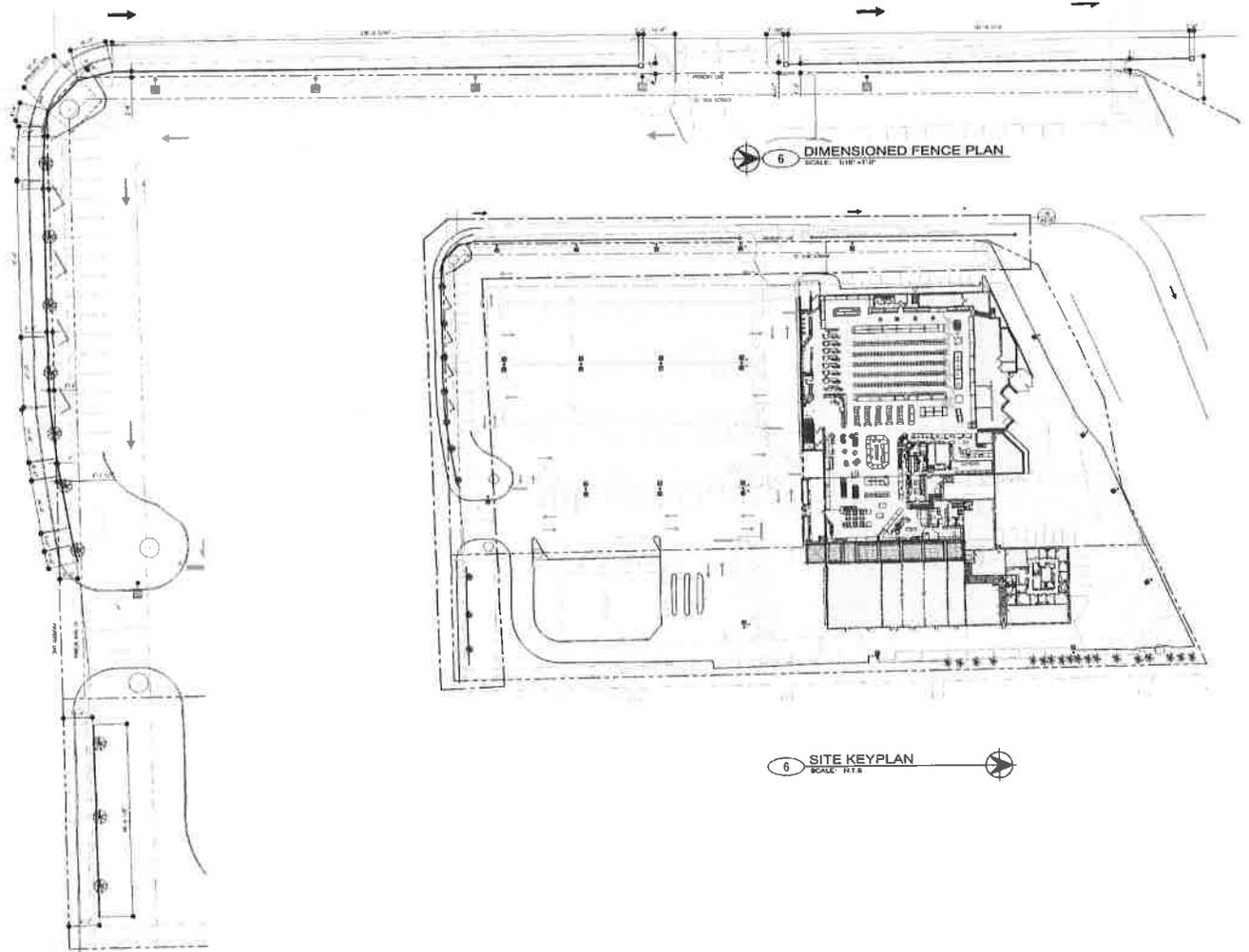
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# EXHIBIT A

## GENERAL LOCATION OF ORNAMENTAL FENCING



**EXHIBIT B**

**CITY OF LADUE and the MISSOURI HIGHWAYS and TRANSPORTATION  
COMMISSION AGREEMENT**

Exhibit B

City of Ladue and the Missouri Highways and Transportation Commission Agreement

CCO Form: MT17  
Approved: 12/07 (BDG)  
Revised: 02/11 (ASB)  
Modified: 03/15 (ASB)

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
ORNAMENTAL FENCING MAINTENANCE AGREEMENT**

THIS AGREEMENT is made and entered into by and between the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and the City of Ladue, Missouri (hereinafter, "City"), whose address is 9345 Clayton Road, Ladue, Missouri 63124.

WITNESSETH:

WHEREAS, the Commission owns and operates, as part of the State Highway System, Lindbergh Boulevard located within the City limits in St. Louis County; and

WHEREAS, the City is desirous of performing certain tasks related to the installation and maintenance of ornamental fencing within the City limits.

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

(1) PROPOSAL: The City proposes and the Commission will allow the installation, including maintenance, of ornamental fencing on Commission right-of-way as provided in this Agreement.

(2) LOCATION: The general location of the ornamental fencing to be installed and maintained pursuant to this Agreement is the North East Corner of the Intersection of Lindbergh Boulevard and Clayton Road (see Exhibit A).

(3) COSTS: All costs associated with the construction of the proposed ornamental fencing, including, traffic control during construction, will be borne entirely by the City, with no cost incurred by the Commission.

(4) PLANS: The City shall have detailed plans prepared at no cost to the Commission, which are to be submitted to the Commission's District Engineer for the Commission's review and approval. The Commission's District Engineer, in his/her sole discretion, may require modifications to the plans prior to approving the plans.

(5) TRAFFIC CONTROL DEVICES: All pavement marking, signs, and traffic signals installed with the proposed improvements shall be in accordance with the latest revision of the *Manual on Uniform Traffic Control Devices for Streets and*

*Highways.*

(6) RELOCATION: The City shall secure the removal, relocation or adjustment of any public or private utilities located on private easements or public right-of way, if the construction of the herein contemplated improvements so required, without cost to the Commission.

(7) INSPECTION: The City will allow inspection of the construction and maintenance activities of the herein contemplated improvements by the Commission's District Engineer, or his authorized representative, at any time and shall take no attempts to prevent said inspection. Within thirty (30) days following notice by the City to the Commission that construction is complete, the Commission will inspect the work to determine that it is acceptable. The ornamental fencing will not be placed in operation until the Commission has approved it as provided for in paragraph (4) above.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor performing work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) OWNERSHIP AND MAINTENANCE: All improvements made pursuant to this Agreement within the state-owned right-of-way shall become the Commission's property. The City, at its sole cost and expense, is responsible for maintaining ornamental fencing constructed or installed pursuant to this Agreement in fully operational, safe and aesthetically acceptable condition. All future alterations, modifications, or maintenance of the ornamental fencing will be the responsibility of the City. All ornamental fencing constructed pursuant to this Agreement shall be maintained in a condition safe for use by the general public at all times. If the City fails to maintain the ornamental fencing in a safe condition, the Commission may cancel this Agreement and remove the ornamental fencing from Commission right of way or the Commission may maintain the ornamental fencing at the City's cost and expense.

(10) PERMITS: Before beginning work, the contractor performing the work shall secure from the Commission's District Engineer a permit for the proposed improvement. The City shall cause the contractor performing the work to comply with any additional conditions placed on the permit by the Commission.

(11) BOND: If required, the City shall cause the contractor performing the work to secure sufficient bond, as determined by the Commission's District Engineer or his authorized representative, for the construction of the proposed improvement on Commission right-of-way.

(12) CONSTRUCTION OF IMPROVEMENTS: To the extent applicable to the construction of ornamental fencing, all construction of the proposed improvements shall be according to the latest editions of the Missouri Highways and Transportation Commission's *Standard Specifications for Highway Construction*, *Standard Plans for Highway Construction*, and the Missouri Department of Transportation's *Approved Products List for Traffic Signals and Highway Lighting*.

(13) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(14) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission. The Commission hereby approves the contract attached hereto as *Exhibit B*, pursuant to which The DESCO Group ("Developer") has agreed to initially install the ornamental fence and to assume all of the City's obligations under this Agreement.

(15) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof.

(16) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

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

(18) MISSOURI NONDISCRIMINATION CLAUSE: The City shall comply with all state and federal statutes applicable to City relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(19) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(20) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(21) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(22) NO INTEREST: By constructing and maintaining the ornamental fence improvements on Commission right of way, the City gains no interest in Commission right-of-way whatsoever. The Commission shall not be obligated to keep the constructed improvements in place if the Commission, in its sole discretion, determines removal or modification of the improvements is in the best interests of the state highway system. In the event the Commission decides to remove the improvements, the City shall not be entitled to a refund of the funds expended by the City pursuant to this Agreement.

(23) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(24) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this

Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(25) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(26) DURATION: Unless otherwise terminated pursuant to (9) or (16), above, or through mutual agreement of the parties, this Agreement shall be in effect for a continuing duration upon execution of this Agreement.

(27) EXHIBITS: The attached Exhibits A and B are a part of this Agreement and are incorporated herein by this reference.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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

Executed by the City this \_\_\_\_ day of \_\_\_\_\_, 2016.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 2016.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF LADUE, MISSOURI

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_

Title \_\_\_\_\_

Authorized per  
Ordinance Number: \_\_\_\_\_

**ACKNOWLEDGMENT BY CITY**

STATE OF MISSOURI

SS

COUNTY OF ST. LOUIS

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me appeared \_\_\_\_\_ personally known to me, who being by me duly sworn, did say that he/she is the \_\_\_\_\_ of the City of Ladue and that the foregoing instrument was signed and sealed on behalf of the City of Ladue and that he/she acknowledged said instrument to be the free act and deed of the City of Ladue and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGMENT BY COMMISSION**

STATE OF MISSOURI

ss

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me appeared \_\_\_\_\_ personally known to me, who being by me duly sworn, did say that he/she is the \_\_\_\_\_ of the Missouri Highways and Transportation Commission and the seal affixed to the foregoing instrument is the official seal of said Commission and that said instrument was signed in behalf of said Commission by authority of the Missouri Highways and Transportation Commission and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said Commission.

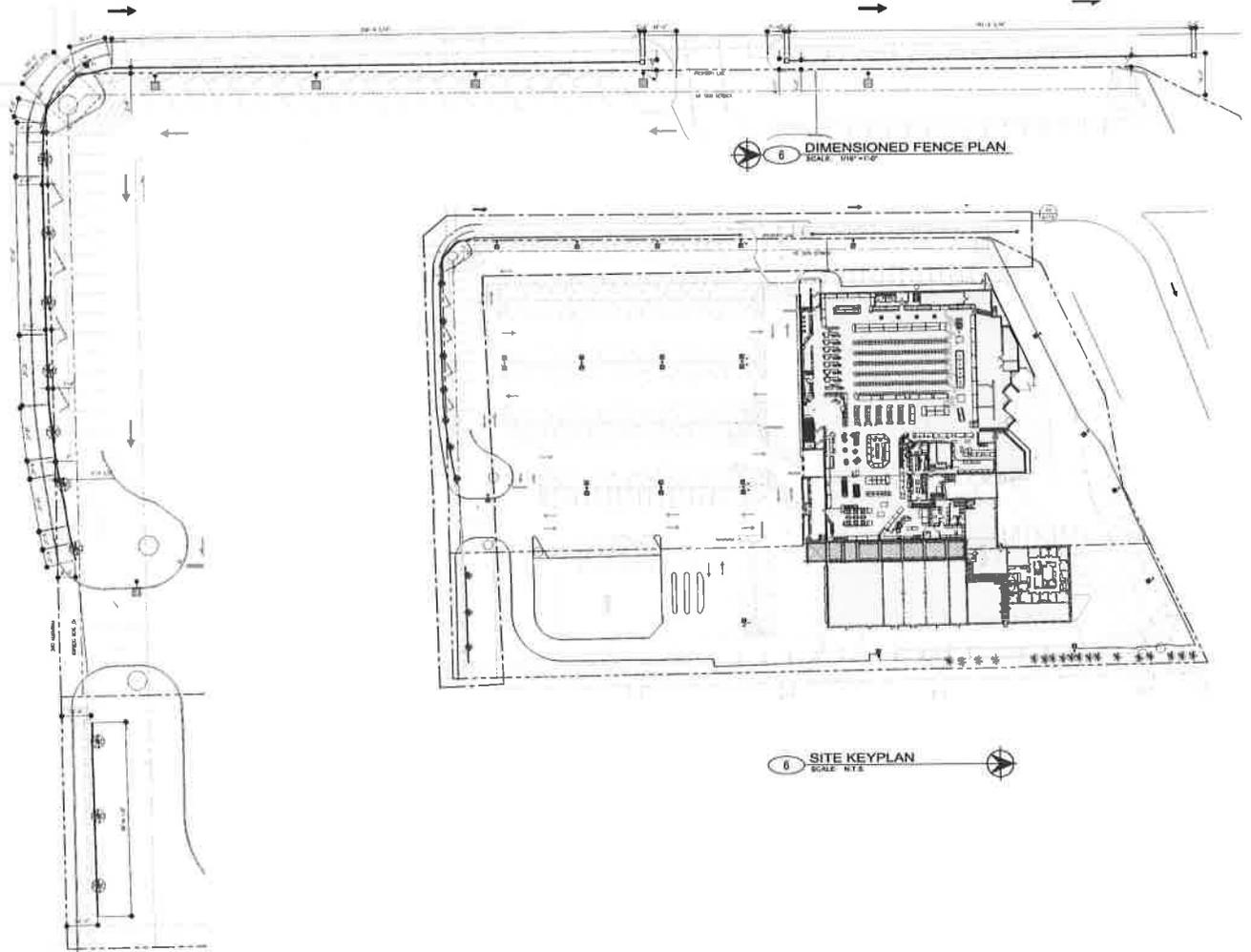
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

# EXHIBIT A

## GENERAL LOCATION OF ORNAMENTAL FENCING



**EXHIBIT B**  
**ORNAMENTAL FENCE MAINTENANCE CONTRACT**

**BILL NO. 2140**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING A REZONING OF THE LOTS IN CLAYPRICE SUBDIVISION (LOTS 1, 2, 3, & 4 of CLAYPRICE SUBDIVISION, MORE COMMONLY KNOWN AS 3, 4, 5, & 6 CLAYPRICE COURT) FROM B RESIDENTIAL (1.8 ACRES MINIMUM LOT SIZE) TO C RESIDENTIAL (30,000 SQUARE FOOT MINIMUM LOT SIZE)**

**WHEREAS**, Section XIII of the Ladue Zoning Ordinance (Ordinance #1175) allows applicants to petition the City for a zoning change; and

**WHEREAS**, Scott Runyan of Clayprice, L.L.C. submitted an application to rezone lots 1, 2, 3, & 4 of Clayprice Subdivision from B Residential zoning (1.8 acres minimum lot size) to C Residential zoning (30,000 square foot minimum lot size); and

**WHEREAS**, at its meeting on August 24, 2016, the Zoning and Planning Commission found that this application was not consistent with the goals of the Comprehensive Plan and would not be in the best interests of the City of Ladue and voted unanimously to recommend against approval of this request; and

**WHEREAS**, in accordance with Chapter 89 RSMo. and the Ladue Zoning Ordinance (Ordinance #1175), the City Council held a duly noticed public hearing to hear further comments and evidence regarding this application on October 17, 2016; and

**WHEREAS**, the City Council disagrees with the recommendation of the Zoning and Planning Commission, based on the facts presented, and hereby determines that this request to change the zoning to C Residential is not inconsistent with the goals of the City's Comprehensive Plan and with the zoning and use of the surrounding properties; and

**WHEREAS**, in accordance with Section XIII of the Zoning Ordinance, the City Council may only approve a zoning change by a two-thirds majority vote when the Zoning and Planning Commission recommends denial; and

**WHEREAS**, the City Council finds that the approval of the requested rezoning is in the best interests of the City and is consistent with the goals of the City's Comprehensive Plan, and, therefore, should be approved;

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

**Section 1.** The above recitals are fully incorporated herein as an integral part of this Ordinance and made a part hereof.

**Section 2.** The City Council hereby approves the rezoning of Lots 1, 2, 3, and 4 of Clayprice Subdivision from B Residential to C Residential and the official City of Ladue Zoning Map shall be

changed to show that Lots 1, 2, 3, and 4 of Clayprice Subdivision are now zoned C Residential Zoning. Any application for development of this site may hereinafter be approved if it meets the criteria of the C Residential Zoning district.

**Section 3.** This Ordinance shall take effect and be in full force from and after its passage by the City Council and approval by the Mayor.

**PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2016.**

\_\_\_\_\_  
President, City Council

**ADOPTED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2016.**

\_\_\_\_\_  
Nancy Spewak, Mayor

**ATTEST:**

\_\_\_\_\_  
Laura Rider, City Clerk

**RESOLUTION NO. 2016-16**

**A RESOLUTION UPHOLDING THE RECOMMENDATION OF THE ZONING AND PLANNING COMMISSION TO DENY AN APPLICATION TO REZONE THE LOTS IN CLAYPRICE SUBDIVISION (LOTS 1, 2, 3, & 4 OF CLAYPRICE SUBDIVISION, MORE COMMONLY KNOWN AS 3, 4, 5, & 6 CLAYPRICE COURT) FROM B RESIDENTIAL (1.8 ACRES MINIMUM LOT SIZE) TO C RESIDENTIAL (30,000 SQUARE FOOT MINIMUM LOT SIZE)**

**WHEREAS**, Section XIII of the Ladue Zoning Ordinance (Ordinance #1175) allows applicants to petition the City for a zoning change; and

**WHEREAS**, Scott Runyan of Clayprice, L.L.C. submitted an application to rezone lots 1, 2, 3, & 4 of Clayprice Subdivision ("Property") from B Residential zoning (1.8 acres minimum lot size) to C Residential zoning (30,000 square foot minimum lot size); and

**WHEREAS**, at its meeting on August 24, 2016, the Zoning and Planning Commission found that this application was not consistent with the goals of the Comprehensive Plan and would not be in the best interests of the City of Ladue and voted unanimously to recommend against approval of this request; and

**WHEREAS**, in accordance with Chapter 89 RSMo. and the Ladue Zoning Ordinance (Ordinance #1175), the City Council held a duly noticed public hearing to hear further comments and evidence regarding this application on October 17, 2016; and

**WHEREAS**, the City Council agrees with the recommendation of the Zoning and Planning Commission, based on the facts presented, and determines that this request to change the zoning is: (1) not consistent with the goals of the City's Comprehensive Plan (both in 1939 and when revisited in 2006), which confirms that Ladue has a policy of preserving open, spacious lots, and this rezoning would result in small, less spacious lots; (2) that while the Property adjoins commercial zoning on the north and a "C" district zoning on the east, the other boundaries adjoin "B" district zoning and the Country Club and Carmelite Monastery on the east provide desirable spaciousness which enhance and protect the character of residential development on 1.8 acre lots; (3) that the current zoning is reasonable and compatible with the neighborhood; (4) that the Property may be used and enjoyed under the current zoning and reducing the lot size would not enhance the value of the Property; and (5) that the rezoning would not be in the best interests of the residents of Ladue nor preserve the character of Ladue;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF LADUE, MISSOURI, AS FOLLOWS:**

1. That the above recitals are fully incorporated herein as an integral part of this Resolution and made a part hereof.

2. That the Property's current zoning is reasonable and the Property will therefore remain in the B Residential Zoning District and all proposed development applications for this Property must comply with the requirements of the B zoning district.
  
3. That, pursuant to Section XIII of the Ladue Zoning Ordinance (#1175), no petition requesting a zoning change with respect to the same Property or any part thereof, whether or not filed by the same petitioner, shall be accepted for review until the expiration of eighteen months after the date of this resolution.

**Adopted by the City Council and approved by the Mayor on this \_\_\_\_ day of October 2016.**

\_\_\_\_\_  
**Nancy Spewak, Mayor**

**ATTEST:**

\_\_\_\_\_  
Laura Rider, City Clerk