



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Monday, August 01, 2022
6:30 PM**

I. Appointments – Mayor Bob Nation

A. TIF Commission

- Douglas Beach
- Bruce Geiger
- Christopher Natsch

II. Council Committee Reports

A. Planning and Public Works Committee – Chairperson Dan Hurt, Ward III

- 1. Proposed Bill No. 3398 - P.Z. 07-2021 15201 Conway Road (Chabad at Chesterfield)** – An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of the “R4” Residence District to “R-6” Residence District for a 1.01-acre tract of land located on the north side of Conway Road [P.Z. 07-2021 15201 Conway Road, 18S330742]. **(Second Reading) Planning Commission recommends denial. Planning & Public Works Committee recommends denial. Petitioner requests to hold for final until next Council meeting.**

- 2. Next Meeting – Thursday, August 04, 2022 (5:30pm) CANCELLED**

B. Finance and Administration Committee – Chairperson Barbara McGuinness, Ward I

- 1. Next Meeting – Monday, August 08, 2022 (4:00pm)**

C. Parks, Recreation and Arts Committee – Chairperson Gary Budoor, Ward IV

- 1. Next Meeting – Not yet scheduled**

D. Public Health and Safety Committee – Chairperson Aaron Wahl, Ward II

- 1. Next Meeting – Not yet scheduled**

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

A. Bid Recommendation - Asphalt Parking Lot Resurfacing and Sealing Projects – Recommendation to accept the low bid submitted by Leritz Contracting and to authorize the City Administrator to enter into an Agreement with Leritz Contracting for the Asphalt Parking Lot Resurfacing Project; and to accept the low bid submitted by Parking Lot Maintenance and to authorize the City Administrator to enter into an Agreement with Parking Lot Maintenance for the Seal Coat Parking Lots and Trails Project in a total amount not to exceed \$803,000 for both projects. The projects will be funded via the \$477,000 allocated in Account 120-079-5470 and \$326,000 in underruns from other projects within the Capital Projects Fund. No supplemental allocation is necessary. **(Roll Call Vote) Department of Public Works recommends approval.**

B. Municipal League of Metro St. Louis Annual Dues

C. Liquor License Previously Approved – Name Change Only – The Western Outlet (Butler’s Pantry) located at 17057 N Outer 40 Rd has changed their business name to The Reverie. The original request was approved by both the Police and Planning Department and finally by City Council on November 18th, 2019. Ownership remains the same. **City Administrator recommends approval.**

IV. Other Legislation

A. Proposed Bill No. 3399 – Re-adoption of Procedure for Disclosure of Conflicts – An ordinance re-adopting the procedure established in Ordinance No. 605 of the City of Chesterfield as the procedure of the disclosure of conflicts for certain municipal officials. **(First Reading)**

B. Proposed Bill No. 3400 - Record Plat - Wildhorse Village, Lot 6 – An ordinance providing for the approval of a Record Plat and Escrow Agreements for Lot 6 of Wildhorse Village, a 11.6-acre tract of land zoned PC&R Planned Commercial and Residence District located both north and east of Burkhardt Place. **(First & Second Readings) Planning Commission recommends approval.**

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, August 01, 2022
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** – July 18, 2022
 - B. Special City Council Meeting Minutes** – July 25, 2022
- VI. INTRODUCTORY REMARKS** – Mayor Bob Nation
 - A. Thursday, August 04, 2022 – Planning & Public Works (5:30pm)**
CANCELLED
 - B. Monday, August 08, 2022 – Finance and Administration (4:00pm)**
 - C. Monday, August 15, 2022 – City Council Meeting (7:00pm)**
- VII. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation
- VIII. APPOINTMENTS** – Mayor Bob Nation
 - A. TIF Commission**
 - Douglas Beach
 - Bruce Geiger
 - Christopher Natsch

IX. COUNCIL COMMITTEE REPORTS

A. Planning and Public Works Committee – Chairperson Dan Hurt, Ward III

- 1. Proposed Bill No. 3398 - P.Z. 07-2021 15201 Conway Road (Chabad at Chesterfield)** – An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of the “R4” Residence District to “R-6” Residence District for a 1.01-acre tract of land located on the north side of Conway Road [P.Z. 07-2021 15201 Conway Road, 18S330742]. **(Second Reading) Planning Commission recommends denial. Planning & Public Works Committee recommends denial. Petitioner requests to hold for final until next Council meeting.**

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- 1. Next Meeting- Monday, August 08, 2022 (4:00pm)**

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- 1. Next Meeting – Not yet scheduled**

D. Public Health and Safety Committee – Chairperson Aaron Wahl, Ward II

- 1. Next Meeting – Not yet scheduled**

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

- A. Bid Recommendation - Asphalt Parking Lot Resurfacing and Sealing Projects** – Recommendation to accept the low bid submitted by Leritz Contracting and to authorize the City Administrator to enter into an Agreement with Leritz Contracting for the Asphalt Parking Lot Resurfacing Project; and to accept the low bid submitted by Parking Lot Maintenance and to authorize the City Administrator to enter into an Agreement with Parking Lot Maintenance for the Seal Coat Parking Lots and Trails Project in a total amount not to exceed \$803,000 for both projects. The projects will be funded via the \$477,000 allocated in Account 120-079-5470 and \$326,000 in underruns from other projects within the Capital Projects Fund. No supplemental allocation is necessary. **(Roll Call Vote) Department of Public Works recommends approval.**

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XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

XIV. ADJOURNMENT

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AGENDA REVIEW – MONDAY, AUGUST 01, 2022 – 6:30 PM

An AGENDA REVIEW meeting has been scheduled to start at **6:30 PM, on Monday, August 01, 2022.**

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



RECORD OF PROCEEDING

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

JULY 18, 2022

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

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

A roll call was taken with the following results:

PRESENT

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

ABSENT

Councilmember Mary Ann Mastorakos

[Councilmember Mastorakos participated via teleconference.]

APPROVAL OF MINUTES

The minutes of the June 20, 2022 City Council meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Wahl, to approve the June 20, 2022 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the June 20, 2022 Executive Session were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Monachella, to approve the June 20, 2022 Executive Session 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, August 1, at 7 p.m.

COMMUNICATIONS AND PETITIONS

Ms. Lauren Strutman, 16120 Walnut Hill Farm Drive, spoke in opposition to residential re-occupancy permits.

APPOINTMENTS

There were no appointments.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning/Public Works Committee

Bill No. 3396 Pertains to the acceptance of Wilbur Court and a portion of Patchwork Fields in Fienup Farms as public streets in the City of Chesterfield **Second Reading – Planning & Public Works Committee recommends approval**

Councilmember Dan Hurt, Chairperson of the Planning/Public Works Committee, made a motion, seconded by Councilmember Budoor, for the second reading of Bill No. 3396. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3396 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3396 with the following results: Ayes – Hurt, Budoor, Hansen, Moore, Monachella, McGuinness and Wahl. Nays – None. Whereupon Mayor Nation declared Bill No. 3396 approved, passed it and it became **ORDINANCE NO. 3198**.

Bill No. 3398 Amends the Unified Development Code of the City of Chesterfield by changing the boundaries of the “R4” Residence District to “R-6” Residence District for a 1.01-acre tract of land located on the north side of Conway Road [P.Z. 07-2021 15201 Conway Road, 18S330742] **(First Reading) Planning Commission recommends denial. Planning & Public Works Committee recommends denial**

Councilmember Hurt made a motion, seconded by Councilmember Wahl, for the first reading of Bill No. 3398. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3398 was read for the first time.

Councilmember Hurt made a motion, seconded by Councilmember Hansen, to approve the Site Development Section Plan, Landscape Plan, Lighting Plan, Architectural Elevations and Architects Statement of Design for Wildhorse Village Lot 2A-2. A voice vote was taken with an affirmative result (Councilmember McGuinness voted “No”) and the motion was declared passed.

Councilmember Hurt made a motion, seconded by Councilmember Budoor, to approve a proposed resolution authorizing adoption of the City of Chesterfield ADA Transition Plan. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. The successful resolution became Chesterfield Resolution No. 478.

Councilmember Hurt announced that the next meeting of this Committee is scheduled for Thursday, July 21, at 5:30 p.m., but is likely to be canceled due to lack of agenda items.

Finance and Administration Committee

Councilmember Michael Moore, Vice-Chairperson of the Finance and Administration Committee, made a motion, seconded by Councilmember Hansen, to approve the proposed policy for video streaming of City Council meetings, as recommended by the Finance and Administration Committee. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Moore made a motion, seconded by Councilmember Monachella, to approve revised F&A Policy No. 6 – Neighborhood Improvement District Policy (NID), as recommended by the Finance and Administration Committee. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Moore made a motion, seconded by Councilmember Wahl, to approve revised F&A Policy No. 7 – Community Improvement District Policy (CID), as recommended by the Finance and Administration Committee. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Barbara McGuinness, Chairperson of the Finance and Administration Committee, made a motion, seconded by Councilmember Moore, to approve a twelve month renewal of the Professional Services Contract with Gamble & Schlemeier. A roll call vote was taken with the following results: Ayes – Monachella, Budoor, Hansen, Wahl, McGuinness, Hurt and Moore. Nays – None. Whereupon Mayor Nation declared the motion passed.

Councilmember McGuinness made a motion, seconded by Councilmember Budoor, to approve the 2023 City Council Meeting Schedule, as recommended by the Finance and

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

Councilmember Moore made a motion, seconded by Councilmember Budoor, to approve proposed employee benefit changes, including authorization to amend the FOP agreement if accepted by the FOP, as recommended by the Executive Management Team and the Finance and Administration Committee. A roll call vote was taken with the following results: Ayes – Monachella, Wahl, Moore, Budoor, Hansen, Hurt and McGuinness. Nays – None. Whereupon Mayor Nation declared the motion passed.

Councilmember Moore made a motion, seconded by Councilmember Wahl, to return the issue of Residential Re-occupancy Permit Program back to the Finance and Administration Committee for further review and consideration. A voice vote was taken with an affirmative result (Councilmember Hansen voted “No”) and the motion was declared passed.

Councilmember Moore announced that the next meeting of this Committee is scheduled for Monday, August 8, at 4:00 p.m.

Parks, Recreation & Arts Committee

Councilmember Gary Budoor, 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 Aaron Wahl, Chairperson of the Public Health & Safety Committee, indicated that there were no action items scheduled on the agenda for this meeting.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel reported that Staff is recommending award of a contract for replacement of overhead doors at the Public Works Facility. Based upon review of information provided by Director of Public Works/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending authorization for the City Administrator to enter into a contract with Zumwalt Corporation for the replacement of two overhead doors at the Public Works Facility in an amount not to exceed \$29,140, as recommended by the Public Works Department. Councilmember Moore made a motion, seconded by Councilmember Wahl, to approve this recommendation. A roll call vote was taken with the following results: Ayes – McGuinness, Budoor, Hurt, Moore, Wahl, Hansen and Monachella. Nays – None. Whereupon Mayor Nation declared the motion passed.

City Administrator Geisel reported that Staff is recommending award of a contract for removal of the solar thermal system at City Hall. Based upon review of information provided by Director of Public Works/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending authorization for the City Administrator to enter into a contract

with Prprotect Roofing for removal of the solar thermal system at City Hall, in an amount not to exceed \$59,140, as recommended by the Public works Department.

Councilmember Hurt made a motion, seconded by Councilmember Moore, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Wahl, Hurt, Hansen, Budoor, McGuinness, Moore and Monachella. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel reported that Staff is recommending award of a contract for elevator upgrades at City Hall. Based upon review of information provided by Director of Public Works/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending authorization for the City Administrator to enter into a contract with Century Elevator Service for the upgrade and modernization of the elevators at City Hall, in an amount not to exceed \$175,000, as recommended by the Public Works Department. Councilmember Moore made a motion, seconded by Councilmember Wahl, to approve this recommendation. A roll call vote was taken with the following results: Ayes – McGuinness, Monachella, Hurt, Moore, Wahl, Hansen and Budoor. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel requested a motion to approve re-appropriation of 2021 funding for network communication equipment. Councilmember Budoor made a motion, seconded by Councilmember Moore, to authorize re-appropriation of \$10,000 previously included in the 2021 budget for network communication upgrades, which were delayed due to technology advancement, as recommended by the Information Technology Department. A roll call vote was taken with the following results: Ayes – Moore, Hurt, Wahl, McGuinness, Budoor, Monachella and Hansen. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel requested a motion to authorize a budget transfer for purchase of a fingerprinting machine for the Police Department. Councilmember Moore made a motion, seconded by Councilmember Wahl, to authorize a \$13,231 budget transfer from the Public Safety – Restricted Fund Reserves for the purpose of replacing the Police Department’s fingerprinting machine, as recommended by the Police Department. A roll call vote was taken with the following results: Ayes – Hansen, Moore, McGuinness, Hurt, Wahl, Monachella and Budoor. Nays – None. Whereupon Mayor Nation declared the motion passed.

OTHER LEGISLATION

There was no “Other Legislation” scheduled for this meeting.

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 7:59 p.m.

Mayor Bob Nation

ATTEST:

Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____



RECORD OF PROCEEDING

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

JULY 25, 2022

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

A roll call was taken with the following results:

PRESENT

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

ABSENT

OTHER LEGISLATION

Director of Planning Justin Wyse reminded City Council that on June 29, 2022, staff was directed to explore options for economic development tools in the southwest quadrant of Chesterfield. He then gave a brief presentation describing the process of establishing said economic development tools (presentation attached).

The City issued Requests for Qualifications (RFQs) and entered into a contract with PGAV Planners, LLC (PGAV) to begin a formal review process of conditions and opportunities within the redevelopment area. After review, PGAV has determined the study area meets the legal requirements for a blighted area and has recommended the City consider a Tax Increment

Financing (TIF) District to meet Council’s direction. Based on this endorsement, staff recommends approval of a resolution to form a TIF Commission to create a redevelopment plan, hold a public hearing, and ultimately present a recommendation to City Council for adoption by ordinance. Mr. Wyse stated that creation of a TIF Commission does not obligate the City, it simply gives approval to start the process.

Mr. Wyse also expressed staff’s intent to continue investigation of a Special Business District (SBD) to address ongoing maintenance within the southwest quadrant. He explained that once a potential TIF goes through the TIF Commission and moves into redevelopment agreements with the developer, the TIF and SBD could be addressed concurrently.

Mr. Wyse stated that the proposed TIF District is not a tax abatement; rather, it is an allocation of where tax dollars go and where they are spent. No developer subsidies would be provided. It would only be used for public improvements. The developer or parcel owner would still pay their full tax rate and there would be no additional consumer taxes.

Mr. Wyse explained that when a TIF District is created the current assessed value is established and that serves as the base level for taxing entities though the life of the TIF. All taxing jurisdictions would continue to receive tax revenues from the base year assessment levels. As development occurs, property values and revenues from property taxes increase; thereby creating an increment. That increment would be sent to the Special Allocation Fund, which would be used to pay for identified approved projects in a TIF District.

Councilmember Hurt made a motion, seconded by Councilmember Wahl, to approve a proposed resolution establishing the Tax Increment Financing Commission of the City of Chesterfield, Missouri; providing for a method of appointment of members of said commission; and authorizing certain actions in connection therewith. Discussion ensued and questions were addressed. A roll call vote was taken with the following results: Ayes – Monachella, Moore, Hansen, Hurt, McGuinness, Budoor, Mastorakos and Wahl. Nays – None. Mayor Nation declared the motion passed. The successful resolution became Chesterfield Resolution No. 479.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 5:40 p.m.

Mayor Bob Nation

ATTEST:

Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____



Southwest Quadrant

Redevelopment Area



Overview

- At the June 29th meeting, a motion was approved to, *“direct Staff to explore options for economic development tools in the southwest quadrant of Chesterfield, advise and engage landowners, and begin discussions regarding reimbursement agreement opportunities.”*
- PGAV hired to begin the formal review process of the conditions and opportunities within the redevelopment area.
- After review, PGAV has recommended the City consider a TIF District to meet Council’s direction.
 1. Protect and sustain the levels of service provided to the larger Chesterfield Community. With the addition of \$2.5 billion of development, municipal resources will certainly be strained and services diminished if not addressed.
 2. The proposed development on roads, law enforcement, parks, and other infrastructure will reach far beyond the proximity of the development and we must consider the impacts and capacity of those systems.
 3. Identify strategies that will fund the public infrastructure needs and preserve levels of service without burdening the existing residents and businesses.
 4. Do not increase consumer taxes or property tax rates on the broader community.
 5. No intent to create development incentives or subsidies. Any district financing is to be directed to public infrastructure needs.
- Recommendation that the City consider a Special Business District to address ongoing maintenance of public infrastructure within redevelopment area



Study Area

Qualifications Analysis

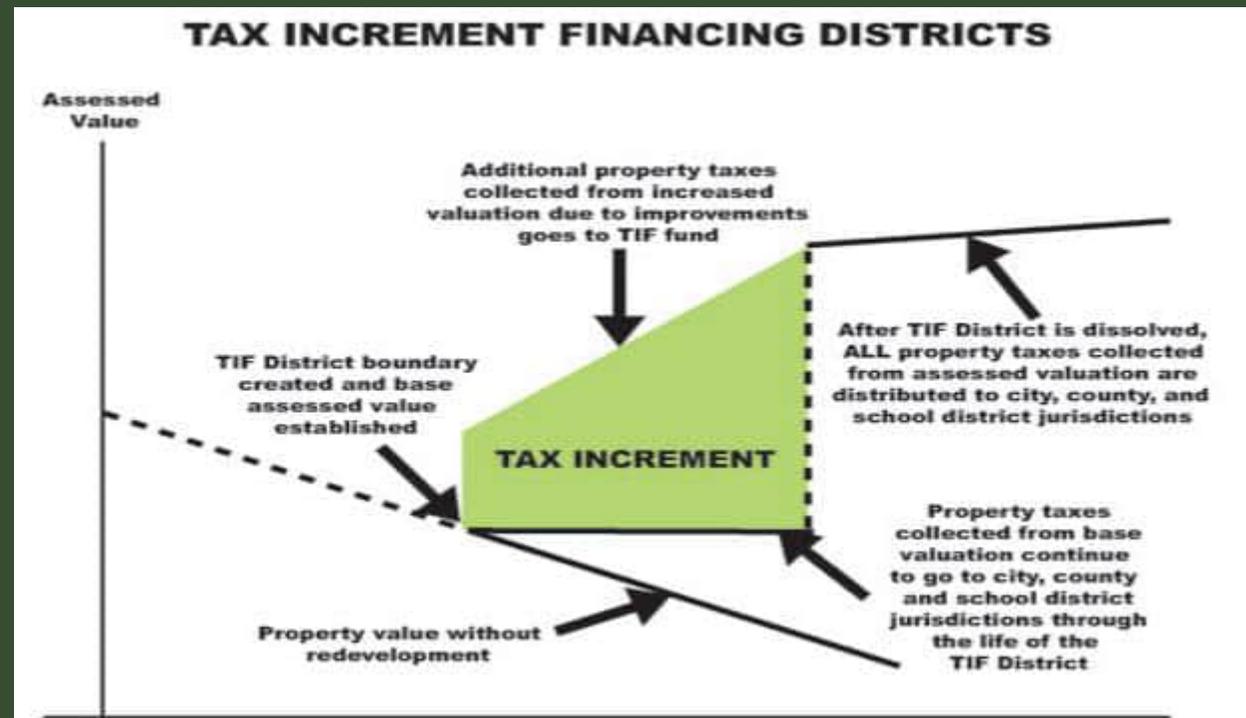
- "Blighted area", an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use; (R.S. MO 99.805(1))
- PGAV performed site visits in May and July 2022 and examined the exterior of all properties within the Area and the interior of Chesterfield Mall.
- PGAV documented existing conditions within the Area with over 170 photographs

After the investigation, PGAV concluded that the Area as a whole qualifies for the use of TIF under R.S. MO 99.805(1) and is, therefore, a blighted area.

What is a TIF (Tax Increment Financing) District

- Missouri TIF law authorizes cities and counties to adopt a redevelopment plan that provides for the redevelopment of a designated area, and to use TIF to fund a portion of the project costs.
- The total cumulative assessed value of real property in the proposed redevelopment area is determined prior to development. All of the taxing districts will continue to receive taxes based on that base pre-developed assessment throughout the life of the TIF.
- As the land in the TIF is improved and developed, the total assessed valuation increases.
- The OWNER\DEVELOPER of property within the TIF continues to pay the entire property tax bill, based on the total increased valuation.
- As the property is improved, the assessed value of property in the redevelopment area increases above the original base level. When property taxes are calculated based on the increased valuation on properties within the TIF, a “tax increment” is produced.

What is a TIF District



What is a TIF District (cont.)

- The net effect of tax increment financing is to permit the use of the increased portion of property taxes, which are paid by developer\owner and half of the increased economic activity taxes, to fund specifically approved project related improvements.
- Increased tax payments are not abated but are captured and diverted to the special allocation fund, to fund costs of the project.
- There are no new\additional consumer taxes associated with the TIF.
- Since the tax increment isn't realized immediately, developers\owners typically privately finance initial approved project costs, with an expectation that they will subsequently be reimbursed by future TIF revenues. The owner\developer assumes all associated risk.
- The terms for how a development progresses and the relationship between the individual developers and the City are subject to a separate Development Agreement.

Process

Before a municipality may CONSIDER implementing tax increment financing:

- City creates a TIF Commission by resolution.
- Creation of a TIF Commission does not create a TIF District and does not obligate the City to ultimately approve a TIF. It simply initiates the legal, public process for consideration.



You Are Here!

In St. Louis County, the TIF Commission consists of 12 members.

- Six from St. Louis County
- Three from City of Chesterfield
- Two from school district(s)
- One from other taxing district

Role of the TIF Commission

Develop a redevelopment plan. The redevelopment plan consists of:

- Estimated redevelopment project costs
- The anticipated sources of funds to pay the costs
- Evidence of commitment to finance the project costs
- The anticipated type and term of the sources of funds to pay costs
- The anticipated type and term of the obligations to be issued
- The most recent equalized assessed valuation of the property within the redevelopment area that is to be subjected to payments in lieu of taxes and economic activity taxes
- An estimate of the equalized assessed valuation after redevelopment
- The general use of the land in the redevelopment area

Role of the TIF Commission

PUBLIC HEARING REGARDING REDEVELOPMENT PLAN

- Before adopting tax increment financing, the TIF Commission must hold a public hearing on the redevelopment plan and redevelopment project and the proposed redevelopment area.
- Notice of the hearing must be published and must be mailed to affected taxing districts and property owners.
- The TIF commission is required to vote on any proposed redevelopment plan, redevelopment project, or designation of a redevelopment area within 30 days of the public hearing and to make recommendations to the governing body of a municipality.

ADOPTION OF REDEVELOPMENT PLAN BY CITY

- The redevelopment plan only becomes effective upon adoption of an ordinance by the City that approves the redevelopment plan and the redevelopment project and designates the redevelopment area.

Reporting / Hearing Requirements

- The City must submit an annual report to the Missouri Department of Revenue, concerning the status of each redevelopment plan and project no later than November 15th of each year.
- The City must also publish in a newspaper of general circulation in the county, a statement showing the payments in lieu of taxes received and expended in that year, the status of the redevelopment plan and projects, the amount of outstanding bonded indebtedness and any additional information the City deems necessary.
- Every five years, the City must hold a public hearing to determine if the redevelopment project is making satisfactory progress under the proposed time schedule contained in the redevelopment plan.
- In the case of the potential Chesterfield Regional TIF, the City of Chesterfield would be the custodian of the Special Allocation Fund, exactly as we were for the Chesterfield Valley TIF.

Recommendation

- The study area meets the legal requirements for a blighted area – PGAV.
- Recommend creating a TIF Commission to create a Redevelopment Plan, hold a Public Hearing, and provide a recommendation to the City Council.
- Continue investigating Special Business District (SBD) with intent for consideration of Development Agreements to be done in conjunction with a potential SBD to ensure maintenance costs do not impair the City's obligations to maintain existing infrastructure

Next Steps (if approved)

- Form TIF Commission and receive recommendation from the TIF Commission on a Redevelopment Plan.
 - TIF Commission conducts Public Hearing
 - Formal Recommendation from TIF Commission to City Council
 - Redevelopment Plan must be approved by Ordinance by City Council
 - Address ongoing operational costs (Special Business District)
 - Development Agreements submitted to and approved by City Council for each Redevelopment Planning Area.
- 
- The diagram features a bright yellow five-pointed star on the right side of the slide. A yellow arrow originates from the star and points diagonally upwards and to the left, ending at the end of the first main bullet point: "Form TIF Commission and receive recommendation from the TIF Commission on a Redevelopment Plan." To the right of the star, the text "You Are Here!" is written in a white, sans-serif font.

UPCOMING MEETINGS/EVENTS

- A. Thursday, August 04, 2022 – Planning & Public Works (5:30pm)**
This meeting has been cancelled.
- B. Monday, August 08, 2022 – Finance and Administration (4:00pm)**
- C. Monday, August 15, 2022 – City Council Meeting (7:00pm)**

COMMUNICATIONS AND PETITIONS

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

APPOINTMENTS

TIF Commission Appointees

- Douglas Beach
- Bruce Geiger
- Christopher Natsch

At the special City Council meeting on 7/25/2022, the City Council approved resolution #479 authorizing the formation of a TIF Commission. Pursuant to that resolution and in accordance with statutory requirements, Mayor Nation has nominated three individuals to serve on the TIF Commission. Nominations are submitted by the Mayor, and the City Council is required to consider such nominations and vote to consent. A simple majority, by voice vote is required for the Council to demonstrate their consent.

PLANNING AND PUBLIC WORKS COMMITTEE

Chair: Councilmember Hurt

Vice-Chair: Councilmember Monachella

Proposed Bill No. 3398 - P.Z. 07-2021 15201 Conway Road (Chabad at Chesterfield) – An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of the “R4” Residence District to “R-6” Residence District for a 1.01-acre tract of land located on the north side of Conway Road [P.Z. 07-2021 15201 Conway Road, 18S330742]. **(Second Reading) Planning Commission recommends denial. Planning & Public Works Committee recommends denial. Petitioner requests to hold for final until next Council meeting.**

NEXT MEETING

The Planning and Public Works Committee which was scheduled for Thursday, August 4th, 2022, at 5:30 pm, has been cancelled.

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

BILL NO. 3398 _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF THE “R4” RESIDENCE DISTRICT TO “R-6” RESIDENCE DISTRICT FOR A 1.01 ACRE TRACT OF LAND LOCATED ON THE NORTH SIDE OF CONWAY ROAD [P.Z. 07-2021 15201 CONWAY ROAD, 18S330742].

WHEREAS, the petitioner, Chabad at Chesterfield, has requested a change in zoning from the “R4” Residence District to “R-6” Residence District for a 1.01acre tract of land located on the north side of Conway Road; and,

WHEREAS, a Public Hearing was held before the Planning Commission on April 11, 2022; and,

WHEREAS, the Planning Commission’s recommendation to approve said request failed by a vote of 0-7; and,

WHEREAS, a Public Hearing was held before the Planning and Public Works Committee on June 23, 2022 in accordance with the applicant’s appeal of the Planning Commission’s decision; and

WHEREAS, the Planning and Public Works Committee, having considered said request, recommended to deny a change of zoning to the “R-6” Residential District by a vote of 4-0; and,

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

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

Section 1. City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing an “R-6” Residence District designation for a 1.01acre tract of land located on the north side of Conway Road and as described as follows:

A tract of land being part of August Hill Estate and in U.S. Survey 1811, Township 45 North, Range 4 East and being more particularly described as follows: Beginning at the intersection of the West line of property described in

deed to Chabad of Chesterfield, Inc. and the North line of Conway Road, 40 feet wide, thence leaving said North line North 4 degrees 21 minutes East a distance of 225.00 feet to a point, thence South 85 degrees 39 minutes East, a distance of 205.00 feet to a point; thence South 3 degrees 05 minutes 30 seconds West a distance of 224.07 feet to a point in the North line of Conway Road, 40 feet wide, thence South 85 degrees 50 minutes West along the North line of Conway Road, 40 feet wide, a distance of 6.60 feet to an angle point; thence North 85 degrees 39 minutes West along the North line of Conway Road, 40 feet wide, a distance of 203.40 feet to the point of beginning.

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

Section 3. The City Council, pursuant to the petition filed by Chabad at Chesterfield in P.Z. 07-2021, requesting the rezoning embodied in this ordinance, and after public hearings held by the Planning Commission on the 11th day of April 2022 and by the Planning & Public Works Committee on the 23rd day of June 2022, 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 _____, 2022

PRESIDING OFFICER

Bob Nation, MAYOR

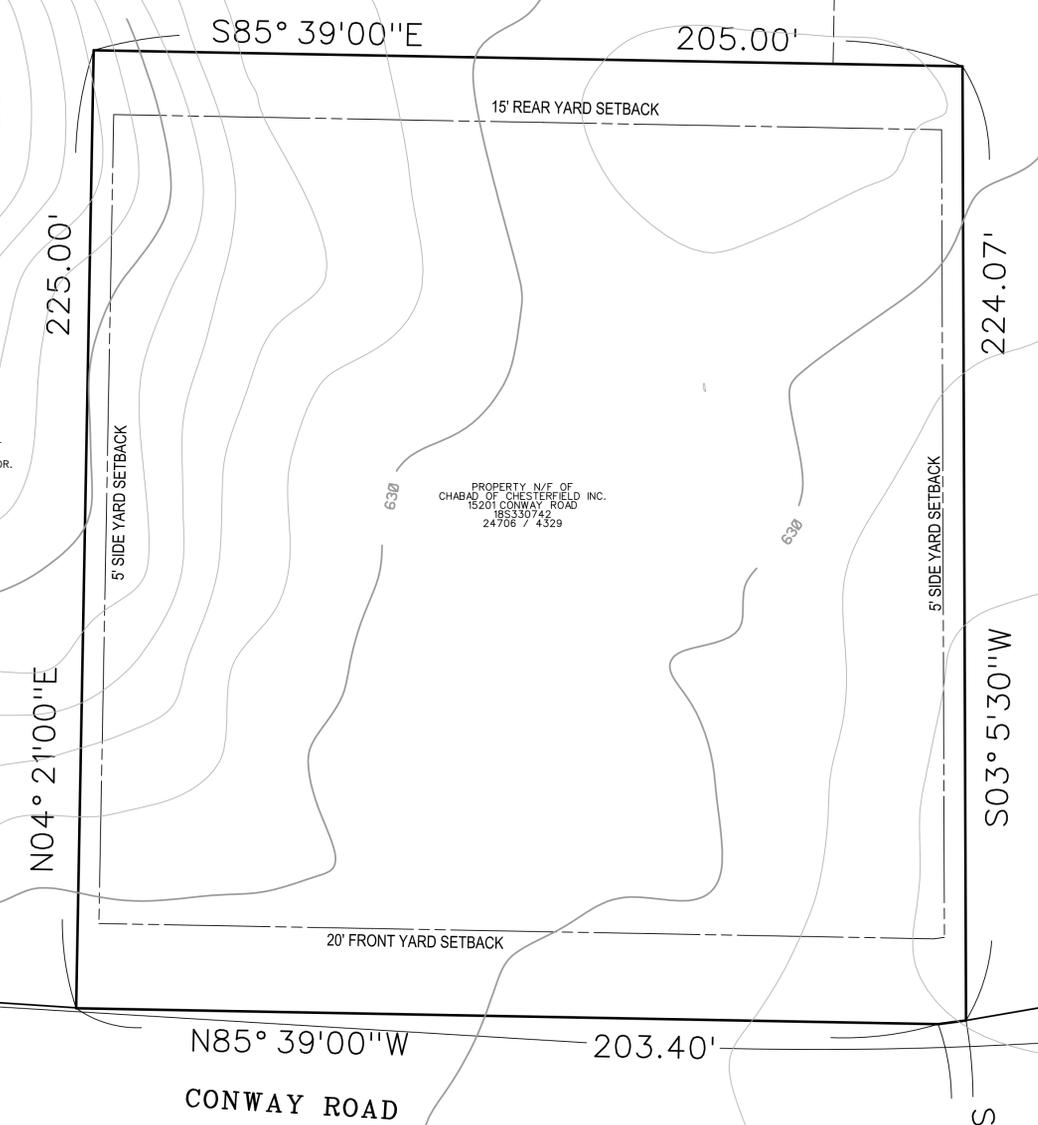
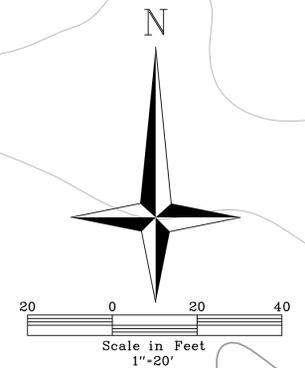
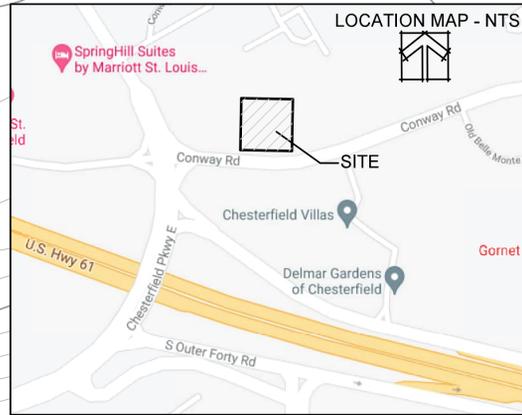
ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 07/18/2022

PROJECT NOTES: PHASE 3		
AREA OF SITE:	1.01 ACRES	43,996 SF
PARCEL ID:	18S330742	
SITE ADDRESS:	15201 CONWAY ROAD CHESTERFIELD, MISSOURI 63017	
OWNER OF RECORD:	CHABAD OF CHESTERFIELD INC. 137 BRIGHURST DRIVE CHESTERFIELD, MO 63005	
PREPARED FOR:	CHABAD OF CHESTERFIELD INC.	15201 CONWAY RD. CHESTERFIELD, MO 63017 RABBI@V@GMAIL.COM
PREPARED BY:	VOLZ Incorporated	10849 INDIAN HEAD INDL. BLVD. ST. LOUIS, MO 63132 314.426.6212 MAIN 314.890.1250 FAX
EXISTING ZONING:	R-4 "RESIDENTIAL DISTRICT"	
PROPOSED ZONING:	R-6 "RESIDENTIAL DISTRICT"	
LEGAL DESCRIPTION	A TRACT OF LAND BEING PART IF AUGUST HILL ESTATE AND IN U.S. SURVEY 1911, TOWNSHIP 45 NORTH, RANGE 4 EAST CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI	
GAS:	SPIRE	
WATER:	MISSOURI AMERICAN WATER COMPANY (314) 469-6050	
SEWER:	METROPOLITAN ST. LOUIS SEWER DISTRICT	
ELECTRIC:	AMEREN	
TELEPHONE:	AT&T	
SCHOOL DISTRICT:	PARKWAY SCHOOL DISTRICT (314) 415-8100	
FIRE DISTRICT:	MONARCH FIRE PROTECTION DISTRICT (314) 514-0900	

A tract of land being part of August Hill Estate and in U.S. Survey 1911, Township 45 North, Range 4 East and being more particularly described as follows: Beginning at the intersection of the West line of property described in deed to Chabad of Chesterfield, Inc. and the North line of Conway Road, 40 feet wide, thence leaving said North line North 4 degrees 21 minutes East a distance of 225.00 feet to a point, thence South 85 degrees 39 minutes East, a distance of 205.00 feet to a point; thence South 3 degrees 05 minutes 30 seconds West a distance of 224.07 feet to a point in the North line of Conway Road, 40 feet wide, thence South 85 degrees 50 minutes West along the North line of Conway Road, 40 feet wide, a distance of 6.60 feet to an angle point; thence North 85 degrees 39 minutes West along the North line of Conway Road, 40 feet wide, a distance of 203.40 feet to the point of beginning.



PROPERTY N/F OF
SELESNICK CARRIE
118 CONWAY COVE DR.
19755 / 847

PROPERTY N/F OF
CHABAD OF CHESTERFIELD INC.
15201 CONWAY ROAD
18S330742
24706 / 4329

PROPERTY N/F OF
SINAMOM, NICHOLAS R ETAL J/T
46 CONWAY COVER DR.
18S340510
21858 / 2462

CHESTERFIELD PARKWAY EAST

CONWAY ROAD

H:\CAD\22500-22596\Phasing\22596 - Site Plan.dgn - Master Model 3/15/2022 3:50:12 PM Plotted by: jenkins Plot Scale: 20,000000 / in. Plot Driver: canon bp780.plt cto Pen Table: volz15.plt (ulb)

CALL MISSOURI ONE CALL SYSTEMS INC.
TWO FULL WORKING DAYS IN ADVANCE
OF STARTING WORK.

MISSOURI ONE-CALL 1-800-344-7483

THE UNDERGROUND UTILITIES SHOWN HEREIN WERE PLOTTED FROM AVAILABLE INFORMATION AND FIELD MARKINGS PROVIDED BY THE MEMBER UTILITIES OF THE MISSOURI ONE CALL SYSTEM (1-800-DIG-RITE), AND DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NONEXISTENCE, SIZE, TYPE, CAPACITY, NUMBER, OR LOCATION OF THESE OR OTHER UTILITIES, NOR THE ABILITY TO SERVE THE EXISTING OR INTENDED USES OF THIS OR ADJACENT SITES. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND UTILITIES IN THE FIELD, SHOWN OR NOT SHOWN, 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.

CHABAD OF CHESTERFIELD INC.
137 BRIGHURST DRIVE
CHESTERFIELD, MISSOURI 63005

ENGINEERS
LAND PLANNING
LAND SURVEYING
TRANSPORTATION
CONST. MANAGEMENT

VOLZ
Incorporated

10849 INDIAN HEAD INCL. BLDG.
ST. LOUIS, MO 63132
314.426.6212 MAIN
314.890.1250 FAX
www.volzinc.com
Authority #203

TIMOTHY MEYER
Professional Engineer
MO E-24665

15201 CONWAY ROAD
CHESTERFIELD, MISSOURI 63017

PRELIMINARY PLAN

Base Map No. 18S
MSD Record # XXMSD-00XXX
Project # 22596

03/17/2022

1

FINANCE AND ADMINISTRATION COMMITTEE

Chair: Councilmember McGuinness

Vice-Chair: Councilmember Moore

There are no Finance and Administration items scheduled for actions at tonight's meeting.

NEXT MEETING

The next meeting of the Finance and Administration Committee is scheduled for Monday, August 08th, 2022, at 4:00 pm.

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

PARKS, RECREATION AND ARTS COMMITTEE

Chair: Councilmember Budoor

Vice Chair: Councilmember Moore

There are no Parks, Recreation and Arts Committee items scheduled for actions at tonight's meeting.

NEXT MEETING

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

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

PUBLIC HEALTH AND SAFETY COMMITTEE

Chair: Councilmember Aaron Wahl

Vice Chair: Councilmember Merrell Hansen

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

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

Bid Recommendation - Asphalt Parking Lot Resurfacing and Sealing Projects –

I join with Director of Public Works\City Engineer Jim Eckrich, in recommending acceptance of the low bid submitted by Leritz Contracting and to authorize me as City Administrator to enter into an Agreement with Leritz Contracting for the Asphalt Parking Lot Resurfacing Project; and to accept the low bid submitted by Parking Lot Maintenance and to authorize the City Administrator to enter into an Agreement with Parking Lot Maintenance for the Seal Coat Parking Lots and Trails Project in a total amount not to exceed \$803,000 for both projects. The projects will be funded via the \$477,000 allocated in Account 120-079-5470 and \$326,000 in underruns from other projects within the Capital Projects Fund. No supplemental allocation is necessary. **(Roll Call Vote) Department of Public Works recommends approval.**

Municipal League of Metro St. Louis Annual Dues

I have provided the annual dues statement from the St. Louis County Metro Municipal league for approval prior to payment. Funds for this purpose are included in the 2022 adopted budget, and while Council approval is not required by policy or our procurement procedures, City Council previously requested that they be consulted prior to processing for payment. As such, I am requesting that Council review and provide authorization to pay the 2022- 2023 dues, in the amount of \$6,410. A roll call vote is required.

Liquor License Previously Approved – Name Change Only – The Western Outlet (Butler’s Pantry) located at 17057 N Outer 40 Rd has changed their business name to The Reverie. The original liquor license request was approved by both the Police and Planning Department and finally by City Council on November 18th, 2019. Ownership remains the same. **City Administrator recommends approval.**

Memorandum

Department of Public Works



TO: Michael O. Geisel, P.E.
City Administrator

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

DATE: July 22, 2022

RE: Asphalt Parking Lot Resurfacing and Sealing Projects

The Department of Public Works publicly opened bids for the 2022 Asphalt Parking Lot Resurfacing Project and the 2022 Seal Coat Parking Lots and Trails Project on July 19, 2022, as detailed in the attached memorandum from Assistant City Engineer Zachary Wolff. That memorandum describes the scope of these two projects, which includes: 1) an asphalt overlay for the parking lots located at City Hall, the Aquatic Center, and at Parks Administration; 2) sealing of the parking lots at the Chesterfield Valley Athletic Complex and Meditation Park and the Monarch-Chesterfield Levee Trail. As you can see, the low bids for both projects were substantially higher than the budget for these projects. The magnitude of the cost increases simply could not be accounted for when the 2022 Budget was created. For example, the unit costs for the sealing project are 220% higher than they were five years ago.

It is the goal of the Public Works Department to work within budget and only to request supplemental allocations when absolutely necessary. We have demonstrated our commitment to working within budget by deferring a number of purchases and capital work, including removing six streets from Selective Slab Replacement Project B. Alternatively, when scope reductions are not possible and funds are not otherwise available, we have requested supplemental allocations, with the most pertinent example being the Eberwein Park Trail Project.

In this case the aggregate budget for the Parking Lot Resurfacing Project and the Sealing Project is \$477,000. The low bids came in at a combined \$735,953, resulting in a budget overrun of \$258,953. Fortunately, due to project underruns, both achieved and anticipated, this overrun can be accommodated within the allocation authorized in the Capital Projects Fund. Specifically, the City Hall Exterior Lighting Project was constructed \$17,353 under the authorized amount and Selective Slab Project A and B will be constructed approximately \$100,000 to \$120,000 under the authorized amount. Further, it appears that the Schoettler Road project currently

under construction will come in approximately \$250,000 to \$300,000 under the authorized amount. This is an aggregate savings of (conservatively) \$367,353.

You may question how these project under-runs occur. When City Council authorizes an expenditure that expenditure regularly includes a contingency to account for change orders which may be necessary during a project. Our Project Managers and Engineers work hard to avoid change orders, *and only authorize change orders that are absolutely necessary*. That means that projects are regularly constructed under the authorized amount. In the case of the City Hall Exterior Lighting Project and Selective Slab Project A and B we were able to construct those projects with minimal change orders. The underrun on Schoettler Road was generated because the base under the pavement was in much better condition than anticipated, avoiding an anticipated \$300,000 in pavement base repairs.

There are times where unforeseen conditions cause work to occur that exceeds the City Council authorized amount. This rarely occurs, but when it does it necessitates that City Council be notified. This has recently occurred on the Riparian Trail Project, which necessitated a large number of changes orders due to additional tree removals, drainage improvements, retaining walls, and unsuitable pavement base encountered throughout the project. We currently project that the Riparian Trail Project will be constructed \$79,202 above the City Council authorized amount of \$959,000. The good news is that this project is funded exclusively through a Transportation Alternatives Program (TAP) grant and the Chesterfield Valley TDD. Accordingly, there will be no impact to the City budget. Additionally, City Staff will attempt to recoup the project over-run through the engineering consultant and the TAP grant, potentially reducing the project over-run from \$79,202 to \$27,721 or lower.

After thoroughly reviewing the bids and other expenditures within the Capital Projects Fund, I recommend that the Asphalt Parking Lot Resurfacing Project be awarded to Leritz Contracting and the Seal Coat Parking Lots and Trails Project be awarded to Parking Lot Maintenance in a combined amount not to exceed \$803,000 for both projects. This includes the low bids (\$735,953) and a modest contingency for both projects. The projects will be funded via the \$477,000 allocated for these projects in Account 120-079-5470 and \$326,000 in underruns from other projects within the Capital Projects Fund. No supplemental allocation is necessary.

If you have questions or require additional information on this project, please let me know.

Concurrence:



Jeannette Kelly, Finance Director

Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to enter into Agreements with Leritz Contracting and Parking Lot Maintenance in a total amount not to exceed \$803,000.

Memorandum

Department of Public Works



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

FROM: Zachary S. Wolff, PE – Assistant City Engineer

DATE: July 22, 2022

RE: Asphalt Parking Lot Resurfacing Project 2022-PW-06
Seal Coat Parking Lots and Trails 2022-PW-08

As you are aware, sealed bids for the two referenced projects were opened on July 19, 2022. The bids received exceed the allocation for the projects in the 2022 budget; however, we have final and anticipated underruns on several other projects funded within the Capital Projects Fund available to cover the increased cost of the Asphalt and Seal Coat projects such that, with authorization from City Council, they can proceed as bid, without any necessary scope adjustments.

As detailed below, the lowest bids for the Asphalt and Seal Coat Projects are \$360,285 and \$375,668, respectively, for a total of \$735,953. The 2022 budget allocation for these projects was \$477,000. Unfortunately, construction costs continue to escalate at rates far in excess of the historical annual inflation percentages used to estimate future project costs. The last Seal Coat project the City completed was in 2017. Comparing costs from the 2017 project to the current bid, costs have increased approximately 220% which far exceeds the typical 3-4% per year (15-20% total) escalation anticipated.

As you are also aware, there were significantly fewer base repairs on the Schoettler Road Improvement project that will result in an anticipated underrun on that project of \$250,000 to \$300,000. Additionally, there is an anticipated \$100,000 to \$120,000 underrun on the 2022 Street Slab Replacement Project and a \$17,353 underrun on the City Hall Exterior Lighting Project. With these underruns and the 2022 budget allocation for the Asphalt and Seal Coat Projects there is approximately \$844,000 in funding available within the Capital Projects Fund for these projects.

Considering the underruns on other projects within the Capital Projects Fund, my recommendation, detailed below, is to request authorization to enter into agreements with Leritz Contracting, Inc. for the Asphalt Parking Lot Resurfacing Project and Parking Lot Maintenance for the Seal Coat Parking Lots and Trail project in a combined amount for both projects not to exceed \$803,000.00. This amount includes an approximate 10% contingency for the Asphalt Project and an approximate 8% contingency for the Seal Coat project to account for unforeseen and/or additional work that may be necessary to complete the projects. Detailed information on both bids is included below.

Asphalt Parking Lot Resurfacing Project 2022-PW-06

The Asphalt Parking Lot Resurfacing Project includes an asphalt overlay of the City Hall, Aquatic Center, and Parks Administration Building parking lots. The project scope also includes reconstruction of all ADA ramps located adjacent to the ADA parking spaces at these facilities.

Six bids were received for the Asphalt Parking Lot Resurfacing Project and they are summarized in the following table. The complete bid tabulation is attached.

Contractor	Base Bid	Add Alternate Bid	Total Bid
Leritz Contracting	\$338,084.58	\$22,200.00	\$360,284.58
E. Meier Contracting	\$381,062.20	\$23,310.00	\$404,372.20
Kolb Grading	\$387,579.60	\$25,752.00	\$413,331.60
Ford Asphalt	\$400,580.00	\$24,420.00	\$425,000.00
Byrne & Jones Construction	\$412,655.00	\$33,300.00	\$445,955.00
Infrastructure Management	\$442,837.70	\$26,640.00	\$469,477.70

The bid documents included an add alternate bid item for the addition of reinforcing fibers to the asphalt surface course which helps prevent reflective cracking. The bid from Leritz Contracting, including the add alternate, is the lowest, responsive and responsible bid with a total bid amount of \$360,284.58. Leritz has been in business in the St. Louis area since 1983 and calls to references provided by Leritz Contracting resulted in positive evaluations of their past performance.

Seal Coat Parking Lots and Trails 2022-PW-08

The Seal Coat Parking Lots and Trails Project includes sealing at the Chesterfield Valley Athletic Complex, Monarch Chesterfield Levee Trail, and Dierberg Meditation Park. The project scope also includes restriping of the facilities after sealing.

Two bids were received for the Seal Coat Parking Lots and Trails and they are summarized in the following table. The complete bid tabulation is attached.

Asphalt Resurfacing and Seal Coat Projects
2022-PW-06 and 2022-PW-08

Contractor	Base Bid	Add Alternate Bid	Total Bid
Parking Lot Maintenance	\$353,468.00	\$22,500.00	\$375,668.00
E. Meier Contracting	\$396,984.71	\$23,572.00	\$420,556.71

Through coordination with Wildwood, the bid documents included an alternate bid item for sealing the portion of the Levee Trail in Wildwood. That work will be reimbursed by Wildwood. The bid from Parking Lot Maintenance, including the alternate, is the lowest, responsive and responsible bid with a total bid amount of \$375,668.00. Parking Lot Maintenance has previously worked for the City, most notably they completed the 2017 Seal Coat project, which was completed on time and within the allocated funding.

Attachments: Asphalt Parking Lot Resurfacing Bid Tabulation
 Leritz Construction Bid
 Seal Coat Parking Lots and Trails Bid Tabulation
 Parking Lot Maintenance Bid

Cc: Jeff Paskiewicz, Senior Civil Engineer
 Anjana Kittu, Civil Engineer
 File 2022-PW-06
 File 2022-PW-08



BID TABULATION
ASPHALT PARKING LOT RESURFACING PROJECT
2022-PW-06
July 19, 2022

ITEM #	DESCRIPTION	UNIT	QUANTITY	LERITZ CONTRACTING		E. MEIER CONTRACTING		KOLB GRADING		FORD ASPHALT		BYRNE & JONES CONSTRUCTION		INFRASTRUCTURE MANAGEMENT	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	TRAFFIC CONTROL	LS	1	\$1,000.00	\$1,000.00	\$4,500.00	\$4,500.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$1,156.00	\$1,156.00	\$4,690.00	\$4,690.00
2	REMOVAL OF IMPROVEMENTS	LS	1	\$7,500.00	\$7,500.00	\$12,250.00	\$12,250.00	\$16,175.00	\$16,175.00	\$1,500.00	\$1,500.00	\$14,546.00	\$14,546.00	\$3,050.00	\$3,050.00
3	PAVEMENT SURFACING AND TEXTURING (MILLING)	SY	2,293	\$3.14	\$7,200.02	\$7.75	\$17,770.75	\$6.00	\$13,758.00	\$3.00	\$6,879.00	\$13.00	\$29,809.00	\$3.40	\$7,796.20
4	UNDERGRADING	CF	55	\$120.00	\$6,600.00	\$51.00	\$2,805.00	\$10.00	\$550.00	\$10.00	\$550.00	\$12.00	\$660.00	\$18.25	\$1,003.75
5	UNDERDRAINS	LF	454	\$59.40	\$26,967.60	\$41.25	\$18,727.50	\$34.50	\$15,663.00	\$60.00	\$27,240.00	\$64.50	\$29,283.00	\$49.05	\$22,268.70
6	SIDEWALK AND PARALLEL ADA RAMPS	SF	1,802	\$16.54	\$29,805.08	\$19.50	\$35,139.00	\$24.75	\$44,599.50	\$30.00	\$54,060.00	\$21.25	\$38,292.50	\$19.35	\$34,868.70
6A	PERPENDICULAR ADA RAMPS	SF	225	\$16.54	\$3,721.50	\$34.50	\$7,762.50	\$28.15	\$6,333.75	\$30.00	\$6,750.00	\$45.00	\$10,125.00	\$19.35	\$4,353.75
7	TACK COAT	GAL	1,973	\$5.00	\$9,865.00	\$6.65	\$13,120.45	\$5.45	\$10,752.85	\$0.01	\$19.73	\$8.50	\$16,770.50	\$5.00	\$9,865.00
8	TYPE "X" BITUMINOUS PAVEMENT (4" BASE)	TON	28	\$270.00	\$7,560.00	\$141.00	\$3,948.00	\$175.00	\$4,900.00	\$400.00	\$11,200.00	\$196.00	\$5,488.00	\$225.00	\$6,300.00
8A	TYPE "C" BITUMINOUS PAVEMENT (2" SURFACE)	TON	2,220	\$99.10	\$220,002.00	\$104.75	\$232,545.00	\$110.00	\$244,200.00	\$115.00	\$255,300.00	\$104.00	\$230,880.00	\$126.85	\$281,607.00
10	8" TYPE 5 AGGREGATE BASE	SY	122	\$32.79	\$4,000.38	\$14.50	\$1,769.00	\$21.25	\$2,592.50	\$25.00	\$3,050.00	\$19.50	\$2,379.00	\$21.80	\$2,659.60
11	PARKING BLOCKS	EA	15	\$108.20	\$1,623.00	\$140.00	\$2,100.00	\$125.00	\$1,875.00	\$150.00	\$2,250.00	\$144.00	\$2,160.00	\$565.00	\$8,475.00
12	STRIPING	LS	1	\$7,727.50	\$7,727.50	\$9,850.00	\$9,850.00	\$8,200.00	\$8,200.00	\$8,375.00	\$8,375.00	\$10,330.00	\$10,330.00	\$10,500.00	\$10,500.00
13	ADA SIGN POSTS	EA	7	\$287.50	\$2,012.50	\$325.00	\$2,275.00	\$415.00	\$2,905.00	\$500.00	\$3,500.00	\$312.00	\$2,184.00	\$700.00	\$4,900.00
15	MOBILIZATION	LS	1	\$2,500.00	\$2,500.00	\$16,500.00	\$16,500.00	\$12,575.00	\$12,575.00	\$18,406.27	\$18,406.27	\$18,592.00	\$18,592.00	\$40,500.00	\$40,500.00
	BASE BID TOTAL				\$338,084.58		\$381,062.20		\$387,579.60		\$400,580.00		\$412,655.00		\$442,837.70
14	ADD ALTERNATE REINFORCING FIBERS FOR ASPHALT	TON	2,220	\$10.00	\$22,200.00	\$10.50	\$23,310.00	\$11.60	\$25,752.00	\$11.00	\$24,420.00	\$15.00	\$33,300.00	\$12.00	\$26,640.00
	BASE BID + ADD ALTERNATE TOTAL				\$360,284.58		\$404,372.20		\$413,331.60		\$425,000.00		\$445,955.00		\$469,477.70

EXHIBIT A**BID FORM**

BID TIME: 10:30 a.m.

BID DATE: Tuesday, July 19, 2022

TO: THE CITY OF CHESTERFIELD

The undersigned, having carefully examined the site and all the Contract Documents, adding Addenda 1 through 2, for the

Asphalt Parking Lot Resurfacing Project
2022-PW-06

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

The City is requesting unit price proposals for this work, consisting of all work necessary for the reconstruction of ADA ramps and construction of asphalt overlays at City Hall, Central Park Aquatic Center, and Parks Administration building parking lots.

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

Bid submitted by:

Company Name: Leritz Contracting, inc.
 Address: 2909 Barrett Station Rd
 City, State: St. Louis, MO 63122
 Phone number: 314-821-2615 Fax: 314-822-2711
 E-mail address: jessec@leritzcontracting.com
 Type of Firm: Sole Partnership Partnership
 Corporation Other
 Officer: Jesse Czerniewski
 Title: Estimator
 Signature: Jesse Czerniewski
 Date: 7/19/2022

**ITEMIZED BID
CITY OF CHESTERFIELD
ASPHALT PARKING LOT RESURFACING PROJECT
2022-PW-06**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	TRAFFIC CONTROL	LS	1	\$1,000.00	\$1,000.00
2	REMOVAL OF IMPROVEMENTS	LS	1	\$7,500.00	\$7,500.00
3	PAVMENT SURFACING AND TEXTURING (MILLING)	SY	2,293	\$3.14	\$7,200.02
4	UNDERGRADING	CF	55	\$120.00	\$6,600.00
5	UNDERDRAINS	LF	454	\$59.40	\$26,967.60
6	SIDEWALK AND PARALLEL ADA RAMPS	SF	1,802	\$16.54	\$29,805.08
6A	PERPENDICULAR ADA RAMPS	SF	225	\$16.54	\$3,721.50
7	TACK COAT	GAL	1,973	\$5.00	\$9,865.00
8	TYPE "X" BITUMINOUS PAVEMENT (4" BASE)	TON	28.0	\$270.00	\$7,560.00
8A	TYPE "C" BITUMINOUS PAVEMENT (2" SURFACE)	TON	2,220	\$99.10	\$220,002.00
10	8" TYPE 5 AGGREGATE BASE	SY	122	\$32.79	\$4,000.38
11	PARKING BLOCKS	EA	15	\$108.20	\$1,623.00
12	STRIPING	LS	1	\$7,727.50	\$7,727.50
13	ADA SIGN POSTS	EA	7	\$287.50	\$2,012.50
15	MOBILIZATION	LS	1	\$2,500.00	\$2,500.00
TOTAL BASE BID					\$338,084.58

ADD ALTERNATE

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
14	REINFORCING FIBERS FOR ASPHALT	TON	2,220	\$10.00	\$22,200.00
TOTAL ADD ALTERNATE BID					\$22,200.00

OPTION FOR BITUMINOUS MATERIALS COST ADJUSTMENTS

Project Name: Asphalt Parking Lot Resurfacing Project
City Project No: 2022-PW-06

This form to be completed and submitted with bid. Failure to submit this form or failure to fill out form completely shall make this contract EXEMPT of bituminous materials cost adjustments. After award, this form, if submitted and completed, shall become part of the contract.

Asphalt Price Index ("API"), as published by MoDOT for the month of July 2022 when the contract bid is publicly opened and read shall apply. (Refer to: https://spexternal.modot.mo.gov/sites/de/lists/ac_index/allitems.aspx)

Contractor's Option:

Is your company opting to include Technical Specification "ITEM NO. 9 - BITUMINOUS MATERIALS COST ADJUSTMENTS" as part of this contract?

YES NO

Leritz Contracting, inc.
Bidder

By: Jesse Czerniewski Estimator
Name Title

7/19/2022
Date



BID TABULATION
SEAL COAT PARKING LOTS AND TRAILS
2022-PW-08
July 19, 2022

ITEM #	DESCRIPTION	UNIT	QUANTITY	PARKING LOT MAINTENANCE		E. MEIER CONTRACTING	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1.00	MOBILIZATION	Lump Sum	1	\$10,000.00	\$10,000.00	\$32,500.00	\$32,500.00
2.00	ASPHALT BASED EMULSION SEALCOATING SYSTEM						
2.10	CVAC WEST PARKING LOT 1	Sq. Yd.	10,205	\$2.00	\$20,410.00	\$2.28	\$23,267.40
2.20	CVAC WEST PARKING LOT 2	Sq. Yd.	7,859	\$2.00	\$15,718.00	\$2.32	\$18,232.88
2.30	CVAC STRIP PARKING	Sq. Yd.	5,467	\$2.00	\$10,934.00	\$2.32	\$12,683.44
2.40	CVAC EAST PARKING LOT	Sq. Yd.	34,847	\$2.00	\$69,694.00	\$2.27	\$79,102.69
2.50	CVAC MAINTENANCE BUILDING PARKING LOT	Sq. Yd.	4,950	\$2.00	\$9,900.00	\$2.30	\$11,385.00
2.60	CVAC ACCESS ROADS	Sq. Yd.	24,980	\$2.00	\$49,960.00	\$2.23	\$55,705.40
2.70	CVAC CONCRETE LOT ENTRANCES	Sq. Yd.	1,250	\$2.00	\$2,500.00	\$2.40	\$3,000.00
2.80	LEVEE TRAIL WEST SEGMENT	Sq. Yd.	11,010	\$2.00	\$22,020.00	\$2.27	\$24,992.70
2.90	LEVEE TRAIL NORTH SEGMENT	Sq. Yd.	29,150	\$2.00	\$58,300.00	\$2.26	\$65,879.00
2.10	LEVEE TRAIL EDISON SEGMENT	Sq. Yd.	15,100	\$2.00	\$30,200.00	\$2.26	\$34,126.00
2.11	DIERBERG MEDITATION PARKING LOT AND WALKWAY	Sq. Yd.	1,310	\$2.00	\$2,620.00	\$2.92	\$3,825.20
3.00	STRIPING						
3.10	CVAC WEST PARKING LOT 1	Lump Sum	1	\$2,857.00	\$2,857.00	\$2,825.00	\$2,825.00
3.20	CVAC WEST PARKING LOT 2	Lump Sum	1	\$2,200.00	\$2,200.00	\$1,425.00	\$1,425.00
3.30	CVAC STRIP PARKING	Lump Sum	1	\$1,530.00	\$1,530.00	\$950.00	\$950.00
3.40	CVAC EAST PARKING LOT	Lump Sum	1	\$9,757.00	\$9,757.00	\$7,325.00	\$7,325.00
3.50	CVAC MAINTENANCE BUILDING PARKING LOT	Lump Sum	1	\$1,386.00	\$1,386.00	\$585.00	\$585.00
3.60	CVAC ACCESS ROADS	Lump Sum	1	\$6,994.00	\$6,994.00	\$3,875.00	\$3,875.00
3.70	CVAC ENTRANCES	Lump Sum	1	\$350.00	\$350.00	\$1,125.00	\$1,125.00
3.80	LEVEE TRAIL WEST SEGMENT	Lump Sum	1	\$3,082.00	\$3,082.00	\$850.00	\$850.00
3.90	LEVEE TRAIL NORTH SEGMENT	Lump Sum	1	\$8,162.00	\$8,162.00	\$4,000.00	\$4,000.00
3.10	LEVEE TRAIL EDISON SEGMENT	Lump Sum	1	\$4,228.00	\$4,228.00	\$230.00	\$230.00
3.11	DIERBERG MEDITATION PARKING LOT AND WALKWAY	Lump Sum	1	\$366.00	\$366.00	\$175.00	\$175.00
4.00	TRAFFIC CONTROL	Lump Sum	1	\$10,000.00	\$10,000.00	\$8,920.00	\$8,920.00
TOTAL				TOTAL	\$353,168.00	TOTAL	\$396,984.71
Alternate A - Wildwood							
2.12	Levee Trail	Sq. Yd.	9,100	\$2.00	\$18,200.00	\$2.27	\$20,657.00
3.12	Levee Trail Striping	Lump Sum	1	\$1,800.00	\$1,800.00	\$1,675.00	\$1,675.00
4.12	TRAFFIC CONTROL	Lump Sum	1	\$2,500.00	\$2,500.00	\$1,240.00	\$1,240.00
TOTAL				TOTAL	\$22,500.00	TOTAL	\$23,572.00
BID TOTAL					\$375,668.00		\$420,556.71

EXHIBIT A

BID FORM

BID TIME: 10:00 a.m.

BID DATE: Tuesday, July 19, 2022

TO: THE CITY OF CHESTERFIELD

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

Seal Coat Parking Lots and Trails
2022-PW-08

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

The City is requesting unit price proposals for this work, consisting of the asphalt seal coating of parking lots of Chesterfield Valley Athletic Club (CVAC), and CVAC Maintenance Building, Dierberg Meditation Park and Trail, all Levee Trail segments, and pavement striping for all these sealed areas..

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

Bid submitted by:

Company Name: PLM

Address: 8651 Hwy N Ste #176

City, State Lake St. Louis, MO 63367

Phone number: 314 323 7325 Fax: _____

E-mail address: Todde Parking LM.com

Type of Firm: Sole Partnership _____ Partnership _____
Corporation _____ Other LLC

Officer Todd Bruening

Title Managing Member

Signature [Handwritten Signature]

Date 7/18/2022

PLM

Seal Coat Parking Lots and Trails - City of Chesterfield, MO
2022-PW-08

ITEMIZED BID FORM

DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
MOBILIZATION	Lump Sum	1	10,000.00	10,000.00
ASPHALT BASED EMULSION SEALCOATING SYSTEM				
SEAL COAT PARKING LOT 1	Sq. Yd.	10205	2.00	20,410.00
SEAL COAT PARKING LOT 2	Sq. Yd.	7859	2.00	15,718.00
SEAL COAT PARKING LOT 3	Sq. Yd.	5467	2.00	10,934.00
SEAL COAT PARKING LOT 4	Sq. Yd.	34847	2.00	69,694.00
SEAL COAT PARKING LOT 5	Sq. Yd.	4950	2.00	9,900.00
SEAL COAT PARKING LOT 6	Sq. Yd.	24980	2.00	49,960.00
SEAL COAT PARKING LOT 7	Sq. Yd.	1250	2.00	2,500.00
SEAL COAT TRAIL AND PATH	Sq. Yd.	11010	2.00	22,020.00
SEAL COAT TRAIL AND PATH	Sq. Yd.	29150	2.00	58,300.00
SEAL COAT TRAIL AND PATH	Sq. Yd.	15100	2.00	30,200.00
MEDITATION PARKING	Sq. Yd.	1310	2.00	2,620.00
				292,256.00
STRIPING				
STRIPING PARKING LOT 1	Lump Sum	1	2,557.00	2,557.00
STRIPING PARKING LOT 2	Lump Sum	1	2,200.00	2,200.00
STRIPING PARKING LOT 3	Lump Sum	1	1,530.00	1,530.00
CVAC EAST PARKING LOT	Lump Sum	1	9,757.00	9,757.00
VAC	Lump Sum	1	1,386.00	1,386.00
	Lump Sum	1	6,994.00	6,994.00
	Lump Sum	1	350.00	350.00
	Lump Sum	1	3,082.00	3,082.00
	Lump Sum	1	8,162.00	8,162.00
	Lump Sum	1	4,228.00	4,228.00
	Lump Sum	1	366.00	366.00
TRAFFIC CONTROL	Lump Sum	1	40,912.00	40,912.00
SUBTOTAL			10,000.00	50,912.00
Alternate A - Wildwood				
Levee	Sq. Yd.	9100	2.00	18,200.00
	Lump Sum	1	1,800.00	1,800.00
	Lump Sum	1	2,500.00	2,500.00
SUBTOTAL				22,500.00
BID TOTAL				375,668.00



MUNICIPAL LEAGUE OF METRO ST. LOUIS

LINKING LOCAL COMMUNITIES
STRENGTHENING LOCAL
GOVERNMENT

BOARD OF DIRECTORS

President
Darlene Bell
Alderwoman
City of Moline Acres

Vice President
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City of Clayton

Finance Chair
Timothy Lowery
Mayor
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City of Maryland Heights

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City of Brentwood

Scott Douglass
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St. Louis County

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City of Vinita Park

Missy Waldman
Councilmember
City of Olivette

Mike Wilcox
Mayor
City of Glendale

Terry Wilson
Councilman
City of Jennings

Pat Kelly
Executive Director

DUES STATEMENT MUNICIPAL LEAGUE OF METRO ST. LOUIS July 8, 2022

Municipality: Chesterfield

Dues Amount: \$6,410.00

Please send your check to: Municipal League of Metro St. Louis
11911 Dorsett Rd.
Maryland Heights, MO 63043

Due Date: August 31, 2022

This statement is for the League's fiscal year: July 1, 2022 - June 30, 2023

This will be the eighth consecutive year without an increase in dues. This year, the League Board, has maintained for a third year, a 10% decrease from the 2019 dues amount.

Thank you for your continued support of League activities.

ANNUAL REPORT OF LEAGUE ACTIVITIES AND DUES STATEMENT

DATE: July 8, 2022
FROM: Pat Kelly, Executive Director

Dear Members:

I would like to thank Immediate Past President Mayor Terry Briggs of Bridgeton and the Executive Board for their leadership and support this past year. Mayor Briggs professional legislative experience and his reputation within the capital was a valued asset over the past two legislative sessions and will continue to help us in the future.

The Village of Hillsdale rejoined the League earlier this year and the Village of Riverview has indicated they will join this dues cycle, meaning the League now represent 85 of the 88 municipalities in St. Louis County. The Executive Board voted to continue the 10% reduction in dues for municipal members this year as we continue to work through the current economic conditions.

The League also increased our affiliate members base with 8 new members, bring our total affiliate membership to 53. Expanding the affiliate membership has been a priority for the Executive Board; in 2015 the League only had 18 affiliate members. Their participation has helped offset operating expense increases and allowed us to avoid dues increases for the past 8 years. In appreciation for their support, the League held its first Annual Affiliate Open House last December. 28 affiliates participated and more than 120 guests attended. It was a great event. This year's Open House will be on November 30, 2022, hosted by the City of Maryland Heights.

Staff has been busy this year, launching new websites for the Park Grant Commission and the Municipal Officials Training Academy. The Park Grant Commission awarded 18 construction grants totaling \$6.9 million in October. The Commission also increased the Planning Grant amounts from \$6,400 to \$10,000 and offered multiple reimbursements for those cities facing cash flow and increased cost issues. The Training Academy continues to increase tuition-based membership with 60 municipal members. We are always looking for input to improve both programs, if you have suggestions on increased services or training programs ideas, please contact the League office.

I would also like to introduce Renee Jones, the newest staff member for the League. Renee came to the League in May after retiring from a career in the insurance industry. Her administrative experience and organizational skills will certainly be of value to our office.

LEGISLATIVE SESSION - POLITICS

It is impossible to ignore the political divide at the national and state levels of our government. A recent article cited a poll from last spring which indicated 85% of Americans said that the U.S. political system either needs major changes (43%) or needs to be completely reformed (42%).

The 2021 legislative session was one of the most successful the League has ever had. Entering that year, we were anticipating a defensive posture when it came to local issues. We worked to stop legislation

There were bills in both the House and Senate on regulation home-base business. Senator Koenig worked with the Leagues to address some concerns we had to ensure cities to retain the necessary local authority over these businesses. Rep. Lovasco made some changes to his legislation but did not fully address our concerns, which included cities not being able to issue a home-based business license so they would not be able to determine if it truly is a “no-impact” business. It also interferes with a city’s ability to ensure that inappropriate commercial uses are not allowed in residential areas by restricting their ability to rezone. Both Senator Koenig and Rep. Lovasco’s amended language passed in HB 1662. We wrote to the Governor asking him to veto the bill, but unfortunately, he signed the bill on June 29.

We are starting to prepare for next session, because we know that many of the issues that we defeated this year will be coming back next year, so it will be incumbent upon all of us to work during the interim months to properly prepare for our work next year.

The Legislative Affairs Committee will meet toward the end of August in order to present the League’s Legislative Priorities and Policy Statement to the Membership in October. If you have any legislative issues, you would like them to consider, please contact the League office.

In closing, the Board and staff want to thank all of you for your support and participation in the League. We all benefit from the talented individuals who give so much to help the League, our members, and the citizens we serve. Please continue your wonderful cooperative efforts as we end this fiscal year and embark on another under the leadership of our new President, Alderwoman Darlene Bell of Moline Acres. Continue to be strong leaders for your community, we all know that municipal leaders are the closest to the people, providing vital services 365 days a year, continue to set the example for state and federal officials by working together for the people of our communities.



MEMORANDUM

DATE: November 7, 2019

TO: Mike Geisel
City Administrator

FROM: Andrea Majoros, Business Assistance Coordinator

SUBJECT: LIQUOR LICENSE REQUEST – THE WESTERN OUTLET (BUTLER’S PANTRY)

THE WESTERN OUTLET (BUTLER’S PANTRY), 17057 N OUTER 40 RD, STES 121-130 (TEMP ADDRESS WHILE UNDER CONSTRUCTION) has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise plus packaged and Sunday sales.

Mr. Richard L. Nix, Jr. is the Managing Officer.

This application was reviewed and approved by both the Police Department and the Planning/Development Services Division of the Department of Public Services.

With City Council approval at the Monday, November 18, 2019 City Council meeting, I will immediately issue this license.



MEMORANDUM

DATE: July 25, 2022

TO: Mike Geisel
City Administrator

FROM: Andrea Majoros, Business Assistance Coordinator

SUBJECT: **LIQUOR LICENSE PREVIOUSLY APPROVED – NAME CHANGE ONLY**

The Western Outlet (Butler's Pantry) – 17057 N Outer 40 Rd - has changed their business name to **The Reverie.**

The original liquor license request was approved by both the Police Department, Planning Department and finally by City Council on November 18, 2019.

Ownership is the same and Mr. Richard L. Nix, Jr. remains the Managing Officer for the license.

OTHER LEGISLATION

Proposed Bill No. 3399 – Re-adoption of Procedure for Disclosure of Conflicts –

This bill represents the annual adoption of the City’s official ordinance which sets forth our procedures for disclosure of Conflicts. This is an annual process, for Council to acknowledge and re-adopt a formal procedure which was originally established by Ordinance No. 605 of the City of Chesterfield as the procedure of the disclosure of conflicts for certain municipal officials. **(First Reading)**

Proposed Bill No. 3400 - Record Plat - Wildhorse Village, Lot 6 – This bill represents an ordinance providing for the approval of a Record Plat and Escrow Agreements for Lot 6 of Wildhorse Village, a 11.6-acre tract of land zoned PC&R Planned Commercial and Residence District located both north and east of Burkhardt Place. In accord with City Council policies and procedures, plat approvals are read twice in the same evening. **(First & Second Readings) Planning Commission recommends approval.**

UNFINISHED BUSINESS

There is no “Unfinished Business” scheduled for action at this meeting.

NEW BUSINESS



DATE: July 26, 2022
TO: Michael O. Geisel, City Administrator
FROM: Vickie McGownd, City Clerk *nm*
SUBJECT: Ordinance Re-Adopting the Procedure for Disclosure of Conflicts

I have attached a draft of an ordinance re-adopting the procedure established in Ordinance No. 605 of the City of Chesterfield as the procedure for disclosure of conflicts for certain municipal officials.

This is an annual re-adoption process and once approved, I will send a certified copy of the ordinance to the Missouri Ethics Commission. The deadline for adoption of the ordinance is September 15, 2022 and a certified copy must be submitted within ten days.

Please add this proposed ordinance to the August 1 City Council agenda.

AN ORDINANCE RE-ADOPTING THE PROCEDURE ESTABLISHED IN ORDINANCE NO. 605 OF THE CITY OF CHESTERFIELD AS THE PROCEDURE FOR DISCLOSURE OF CONFLICTS FOR CERTAIN MUNICIPAL OFFICIALS.

WHEREAS, Missouri Statute 105.485 authorizes the City of Chesterfield to adopt an ordinance which establishes its own method of disclosing potential conflicts of interest; and,

WHEREAS, without such an ordinance, each official, officer or employee of the City, and each candidate for office shall be required to file a financial interest statement with the Missouri Ethics Commission, pursuant to subsection 2 of Section 105.485; and,

WHEREAS, the City Council originally adopted its own ordinance establishing a method of disclosing potential conflicts of interest with Ordinance No. 605, adopted August 19, 1991 and has renewed the ordinance at least biennially, and often annually, since 1991; and,

WHEREAS, the City Council finds it is in the best interest of the public to readopt Ordinance No. 605 as the procedure for disclosure of conflicts of interest for the City of Chesterfield;

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

Section 1. The City of Chesterfield hereby formally re-adopts the procedure set out in Ordinance No. 605 as the procedure for disclosure of potential conflicts of interest and substantial interests.

Section 2. All requirements as set out in Ordinance No. 605 are to remain in full force and effect.

Section 3. The City Clerk is directed to send a certified copy of this Ordinance to the Missouri Ethics Commission prior to September 25, 2022.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Passed and approved this _____ day of _____, 2022.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: _____

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

JW

Date: August 01, 2022

RE: **Wildhorse Village (Lot 6) Record Plat:** A Record Plat for an 11.6 acre tract of land zoned PC&R Planned Commercial and Residence District located both north and east of Burkhardt Place.

Summary

Stock and Associates Consulting Engineers, Inc. has submitted a Record Plat for City Council review. This request depicts the creation of a 35 lot development within the 11.6 acre tract of land platted as Lot 6 of Wildhorse Village. The subject site is zoned "PC&R" Planned Commercial and Residence District and is governed under the terms and conditions of City of Chesterfield Ordinance Number 3161. The Record Plat for the entire Wildhorse Village Development was approved by the City of Chesterfield City Council on November 15, 2021.

A record plat is the instrument which dedicates lots, common ground, necessary easements and road right-of-way for future roads within a development or a portion thereof. Once a plat is recorded, the new lots may be sold to individual owners. This plat would establish 35 new lots for development and Common Ground. On May 10, 2021 the City of Chesterfield Planning Commission approved the Site Development Section Plan for Lot 6 of Wildhorse Village. The proposed Record Plat is in the same lot configuration that exists in the recently approved Site Development Section Plan. All of the lots are currently undeveloped, but mass grading is underway to facilitate the infrastructure (roadways, sanitary sewers, stormwater management, electric) involved with the development.

On July 25, 2022 the City of Chesterfield Planning Commission made a motion to recommended approval of the Wildhorse Village Lot 6 Record Plat. The motion passed by a vote of (8-0).

On the following page is an image depicting the location of the subject site within the overall Wildhorse Village development.

Attached to the legislation, please find a copy of the Record Plat and Escrow Agreements.

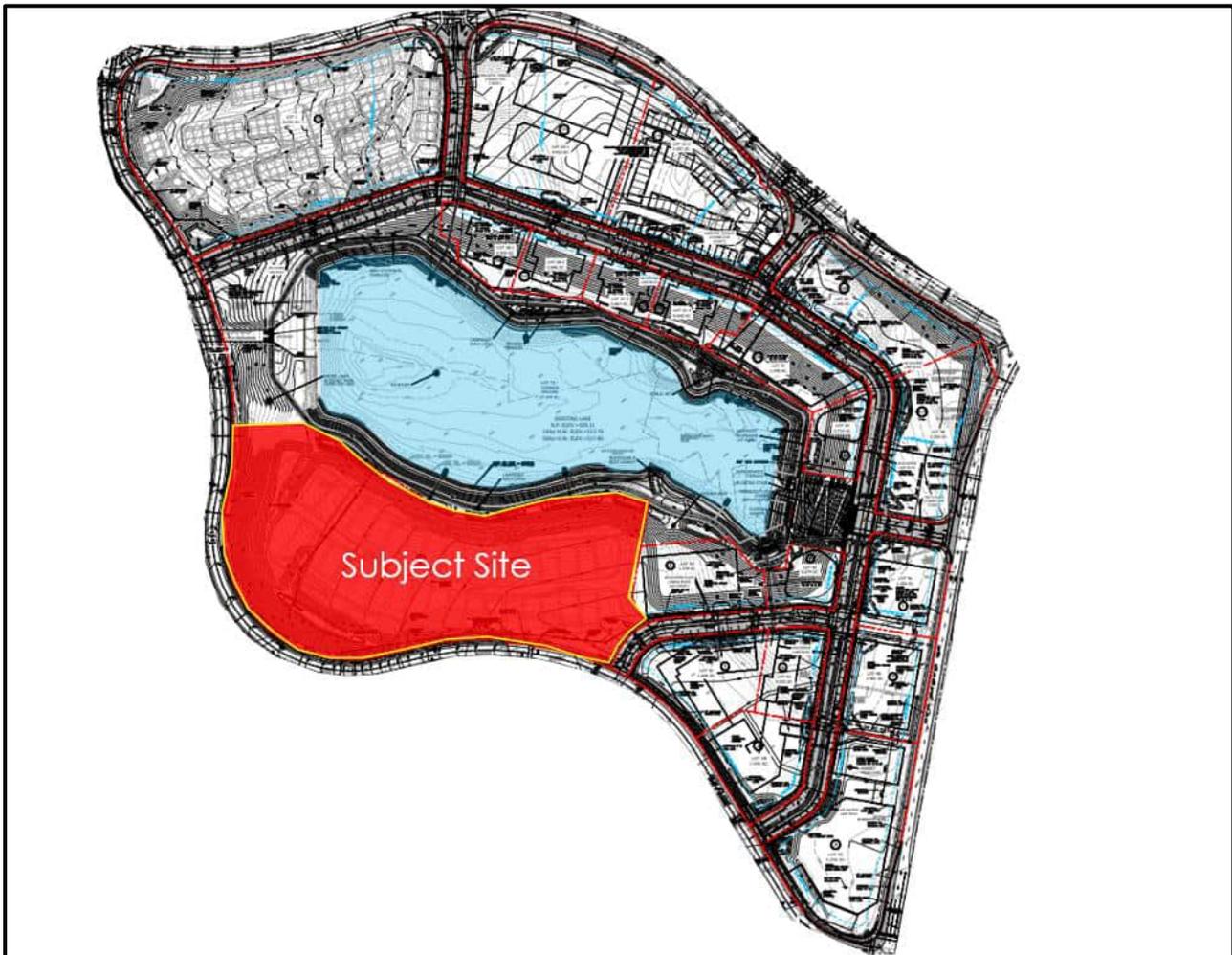


Figure 1: Location of Subject Site within the overall Wildhorse Village Development

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR LOT 6 OF WILDHORSE VILLAGE, A 11.6 ACRE TRACT OF LAND ZONED PC&R PLANNED COMMERCIAL AND RESIDENCE DISTRICT LOCATED BOTH NORTH AND EAST OF BURKHARDT PLACE.

WHEREAS, Stock and Associates Consulting Engineers, Inc., has submitted for review and approval a Record Plat for Lot 6 of Wildhorse Village located both north and east of Burkhardt Place.; and,

WHEREAS, the purpose of said Record Plat is to subdivide a 11.6 acre tract of land into 35 lots and common ground; and,

WHEREAS, the Planning Commission having reviewed the same request and has recommended approval thereof; and,

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

Section 1. The Record Plat and escrow agreements for Lot 6 of Wildhorse Village, which is made part hereof and attached hereto as “Exhibit 1” is hereby approved; provided, however, that nothing in this ordinance shall be construed or interpreted as an acceptance of the public utilities or public easement which are dedicated on the Record Plat. The owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

Section 2. The Mayor and City Clerk are authorized and directed to evidence the approval of said Record Plat by affixing their signatures and the Official Seal of the City of Chesterfield as required on said documents.

Section 3. The Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2022.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

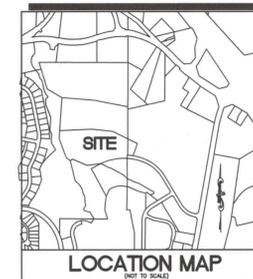
FIRST READING HELD: 08/01/2022

WATERFRONT AT WILDHORSE VILLAGE

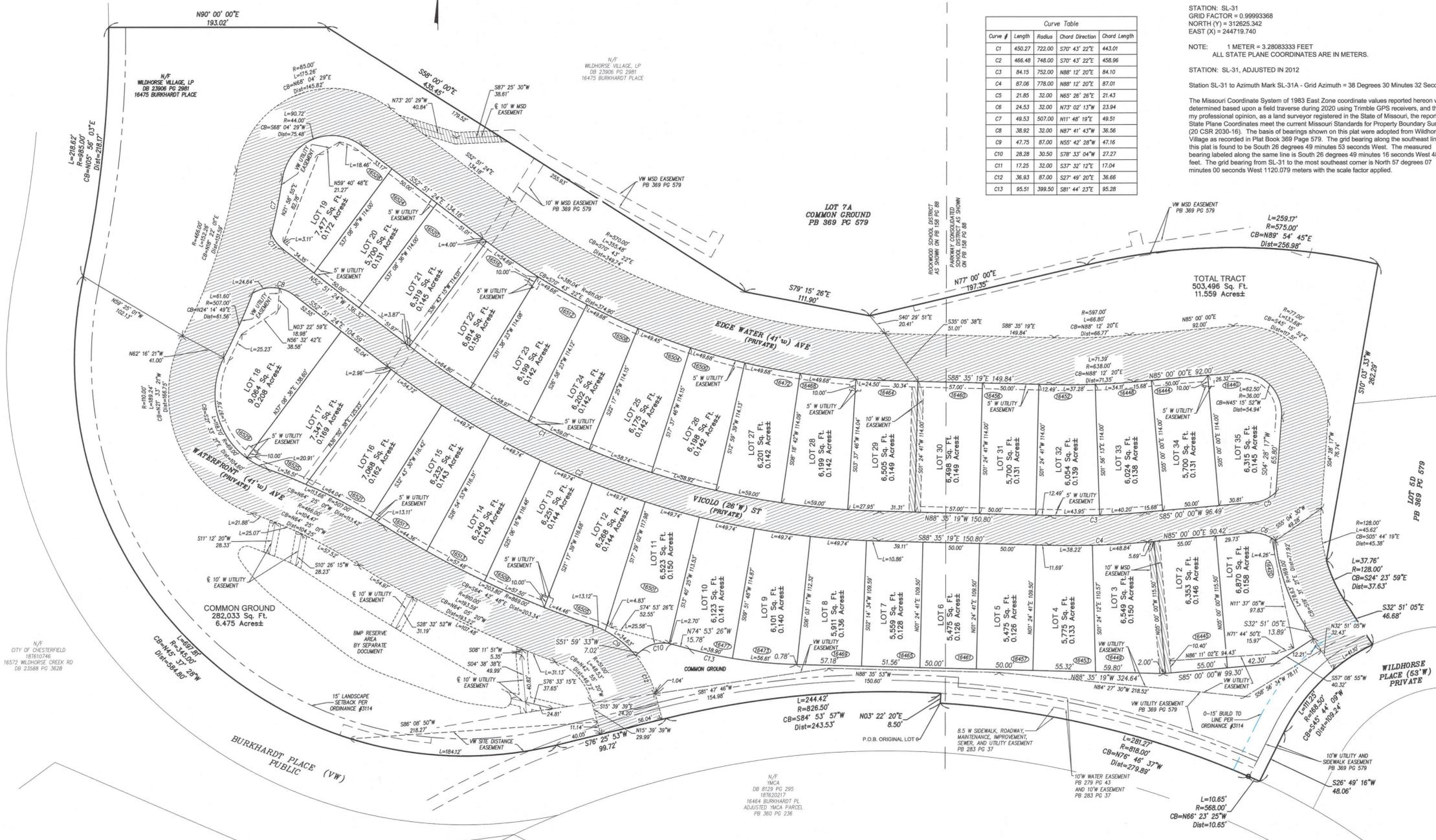
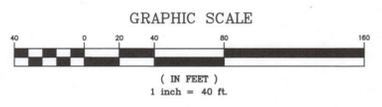
A TRACT OF LAND BEING LOT 6 OF WILDHORSE VILLAGE AS RECORDED IN PLAT BOOK 369, PAGE 579
 LOCATED IN U.S. SURVEY 415, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN
 CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

ST. LOUIS COUNTY BENCHMARK

BENCHMARK 12048
 NGVD29 Elev = 557.81
 50' on top of curb at end of rounding along the north
 curb line of the easterly extension of Burkhardt Place on
 the east side of Chesterfield Village Parkway 0.2 mile
 north of Lydia Hills Drive.



- LEGEND**
- BENCH MARK
 - FEET
 - FOUND IRON ROD
 - FOUND IRON PIPE
 - △ RIGHT OF WAY MARKER
- ABBREVIATIONS**
- DB DEED BOOK
 - FT FEET
 - FND. FOUND
 - N/F NOW OR FORMERLY
 - PLAT BOOK
 - PC PAGE
 - R.D. RADIAL BEARING
 - SQ. SQUARE
 - (86°W) RIGHT-OF-WAY WIDTH



Curve #	Length	Radius	Chord Direction	Chord Length
C1	450.27	722.00	S70° 43' 22"E	443.01
C2	466.48	748.00	S70° 43' 22"E	458.96
C3	84.15	752.00	N88° 12' 20"E	84.10
C4	87.06	778.00	N88° 12' 20"E	87.01
C5	21.85	32.00	N65° 26' 26"E	21.43
C6	24.53	32.00	N73° 02' 13"W	23.94
C7	49.53	507.00	N11° 48' 19"E	49.51
C8	38.92	32.00	N87° 41' 43"W	37.16
C9	47.75	87.00	N55° 42' 28"W	47.16
C10	28.28	30.50	S78° 33' 04"W	27.27
C11	17.25	32.00	S37° 32' 12"E	17.04
C12	36.93	87.00	S27° 49' 20"E	36.66
C13	95.51	399.50	S81° 44' 23"E	95.28

STATEMENT OF STATE PLANE COORDINATE TIE:
 STATION: SL-31
 GRID FACTOR = 0.99993368
 NORTH (Y) = 312625.342
 EAST (X) = 244719.740
 NOTE: 1 METER = 3.28083333 FEET
 ALL STATE PLANE COORDINATES ARE IN METERS.
 STATION: SL-31, ADJUSTED IN 2012
 Station SL-31 to Azimuth Mark SL-31A - Grid Azimuth = 38 Degrees 30 Minutes 32 Seconds.
 The Missouri Coordinate System of 1983 East Zone coordinate values reported herein were determined based upon a field traverse during 2020 using Trimble GPS receivers, and that in my professional opinion, as a land surveyor registered in the State of Missouri, the reported State Plane Coordinates meet the current Missouri Standards for Property Boundary Surveys (20 CSR 2030-16). The basis of bearings shown on this plat were adopted from Wildhorse Village as recorded in Plat Book 369 Page 579. The grid bearing along the southeast line on this plat is found to be South 26 degrees 49 minutes 53 seconds West. The measured bearing labeled along the same line is South 26 degrees 49 minutes 16 seconds West 48.06 feet. The grid bearing from SL-31 to the most southeast corner is North 57 degrees 07 minutes 00 seconds West 1120.079 meters with the scale factor applied.

- GENERAL NOTES:**
- Subject property is Zoned: *PC&R: Planned Commercial & Residence District Per Ordinance No. 3161
 - Subject property lies within Flood Zone "X" (Areas determined to be outside the 0.2% annual chance floodplain, according to the National Flood Insurance Rate Map Number: 29189C0164K AND 29189C0165K with an effective dates of 02/04/2015).
 - Basis of Bearing: Wildhorse Village as recorded in Plat Book 369 Page 579 of the St. Louis County records.
 - Stock and Associates Consulting Engineers, Inc. used exclusively St. Louis Title LLC, an agent for Old Republic National Title Insurance Company, Commitment No. 13844STL Rev 5, with an effective date of November 19, 2019, at 8:00 AM and Old Republic National Title Insurance Company, Commitment No. 144585TL, with an effective date of March 10, 2020 at 8:00 a.m. for research of easements and encumbrances. No further research was performed by Stock and Associates Consulting Engineers, Inc.

This is to certify that "Waterfront at Wildhorse Village" was approved by the City Council for the City of Chesterfield by Ordinance No. _____ on the _____ day of _____, 20____ and hereby authorizes the recording of this Subdivision Plat with the office of the St. Louis County Recorder of Deeds.

Bob Nation, Mayor
 Vickie McGownd, City Clerk

SURVEYOR'S CERTIFICATION
 This is to certify that Stock and Associates Consulting Engineers, Inc. have, during April, 2021, by order of and for the use of Wildhorse Village LP, executed a Property Boundary Survey and Subdivision Plat of a tract of land located in U.S. Survey 415, in Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, and that the results of said survey and Subdivision Plat are shown herein. We further certify that the above plat was prepared from an actual survey, according to the records available and recorded, and said survey meets or exceeds the current standards for Property Boundary Surveys for "Class Urban Property" as defined in Chapter 16, Division 2030 Missouri Standards for Property Boundary Surveys as adopted by the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors, and Landscape Architects.

STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC.
 LC NO. 222-
 By: *Walter J. Pfeiffer*
 Walter J. Pfeiffer, Missouri P.L.S. No. 2008-000728

PREPARED FOR:
 WILDHORSE VILLAGE, LP
 C/O CRG AND CLAYCO
 2199 INNERBELT BUSINESS CENTER
 ST. LOUIS, MO 63114
 PHONE 314-429-5100
 ATTN: MR. JEFF TEGETHOFF OPERATING PARTNER
 MR. JARED HEGEMAN PROJECT EXECUTIVE, CORPORATE

PREPARED BY:
STOCK & ASSOCIATES
 Consulting Engineers, Inc.
 257 Chesterfield Business Parkway
 St. Louis, MO 63026
 503-910-0100 FAX 503-910-0100
 e-mail: general@stockassoc.com
 Web: www.stockassoc.com

SUBDIVISION PLAT
WATERFRONT AT WILDHORSE VILLAGE
 16475 BURKHARDT PLACE
 CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



- REVISIONS:**
- 08/09/2021-CITY COMMENTS
 - 08/02/2021-MSD COMMENTS

DATE:	4/09/2021	JOB NO.:	2020-0804
M.S.D. #:	21MSD-00365	BASE MAP #:	
S.L.C. NAT #:		NAT S.U.P. #:	
M.O.A.R. #:			
SHEET TITLE:	SUBDIVISION PLAT		
SHEET NO.:	SHEET #1		

WATERFRONT AT WILDHORSE VILLAGE

A TRACT OF LAND BEING LOT 6 OF WILDHORSE VILLAGE AS RECORDED IN PLAT BOOK 369, PAGE 579
LOCATED IN U.S. SURVEY 415, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

PREPARED BY:
STOCK & ASSOCIATES
 Consulting Engineers, Inc.
 257 Chesterfield Business Parkway
 St. Louis, MO 63016 PH: (636) 530-9100 FAX (636) 530-9120
 e-mail: general@stockinc.com
 Web: www.stockinc.com

OWNER'S CERTIFICATION

The undersigned, owner of the tract of land herein platted and further described in the surveyor's certificate set forth below, has caused the same to be surveyed and adjusted in the manner shown on this plat, which Subdivision Plat shall be known as:

"WATERFRONT AT WILDHORSE VILLAGE"

It is hereby certified that all existing easements are shown on this plat as of the time and date of recording of this plat.

This subdivision is subject to the Declaration of Covenants, Conditions, Easements and Restrictions for WATERFRONT AT WILDHORSE VILLAGE dated _____ and recorded as Document # _____ with the Recorder's Office.

All easements shown on this plat, unless designated for other specific purposes, are hereby dedicated to Wild Horse Village LP assignees and successors, Missouri American Water Company, Ameren UE Company, Laclede Gas Company, AT&T Corporation, Metropolitan St. Louis Sewer District, Charter Communications their successors and assigns as their interests may appear for the purpose of constructing, maintaining, and repairing of public utilities, sewer or sewers, storm water improvements and drainage facilities, with the right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair, or replacement of said utilities, sewer or sewers, storm water improvements and drainage facilities.

All easements as shown hereon hatched [diagonal lines] are hereby dedicated to Metropolitan St. Louis Sewer District, their successors and assigns as their interests may appear for the purpose of improving, constructing, maintaining and repairing public utilities and sewer and drainage facilities, with the right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair or replacement of said utilities, sewers and drainage facilities.

Edge Water Avenue, 41 feet wide, Waterfront Avenue, 41 feet wide, and Vicolo Street, 26 feet wide, as shown hereon hatched [diagonal lines] are hereby established as a Permanent Private Street for ingress/egress, Cross Access and as an Easement, reserved by the present and future owners of Waterfront at Wildhorse Village Subdivision and all of their respective successors and assigns, their tenants, sub-tenants, lessees, and their respective officers, employees, agents, representatives, invitees, for the non-exclusive right and privilege for ingress and egress by pedestrian, automobiles, passenger vehicles, and trucks. The owners agree not to obstruct the foregoing easement by means of a fence or other barrier, and further, to keep the area open and useable on their property leading to and from Burkhardt Place. No such accessway shall be relocated, narrowed, or otherwise altered without the approval of the present and future owners of Lots in Waterfront at Wildhorse Village Subdivision and the easement hereby established shall apply fully to such altered accessway, and said easement shall be perpetual and further shall run with the real estate. These easements are hereby dedicated to Missouri American Water Company, Ameren UE Company, Laclede Gas Company, AT&T Corporation, Metropolitan St. Louis Sewer District, Charter Communications their successors and assigns as their interests may appear for the purpose of constructing, maintaining, and repairing of public utilities, sewer or sewers, storm water improvements and drainage facilities, with the right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair, or replacement of said utilities, sewer or sewers, storm water improvements and drainage facilities. The internal roadways within this subdivision are to be private and to remain private forever, never to be accepted for maintenance by the City of Chesterfield.

The Sight Distance Easement as shown hereon is hereby dedicated to the City of Chesterfield, Missouri, for public use forever, to ensure and protect the clear and unobstructed view of motorists on and entering the adjacent roadway. The grade of the land within the Sight Distance Easements shall not be changed without the prior approval of the City of Chesterfield. No signs, fences or poles shall be erected within any Sight Distance Easement except for those required and maintained by the City of Chesterfield. No trees or shrubs shall be planted in any Sight Distance Easement. Grass or other plantings within the Sight Distance Triangles shall be maintained in accordance with applicable ordinances of the City of Chesterfield.

Two (2) permanent monuments for each block created, and semi-permanent monuments at all lot corners will be set within twelve (12) months after the recording of this subdivision plat. In accordance with 20 CSR 2030-16 of the Department of Insurance, Financial Institutions and Professional Registration. In addition, other survey monuments indicated on this boundary adjustment plat, required by the Subdivision Ordinance of the City of Chesterfield, Missouri, will be set.

The Common Ground as shown hereon and shall be conveyed to Waterfront at Wildhorse Village, Homeowners Association by Special Warranty deed upon the recording of this plat with the St. Louis County Recorder's office. Common Ground shall include and refer to all real property and the improvements thereon owned and all licenses and other rights held by the Association for the common use and enjoyment of all Owners including, without limitation, the BMP Areas, "Landscape Buffers", "Monument Signs", "Sidewalks" and "Utility and Retaining Walls" shown on the Plat, streets, alleys, paths, trails, walkways, lakes, storm water controls and drainage facilities (including, without limitation, detention basins, bioretention and other water quality areas and facilities), sanitary sewers and facilities, water mains, fire hydrants, irrigation systems (including, without limitation, wells, pumps, controllers, pipes, heads and other apparatus), retaining walls, subdivision entrance ways and monuments, street lights, street signs, common mailboxes and appurtenant facilities and other such areas and facilities as maybe be shown on the Plat and/or provided in the Subdivision; provided, however, nothing hereinabove contained shall be deemed a representation that any of the enumerated facilities are or will be included in the Subdivision.

There are no setbacks and the structures may be built to the property lines.

IN WITNESS THEREOF, I have hereunto set my hand this ____ day of _____, 20__.

Wildhorse Village, LP

By: _____
Mr. Jeff Tegethoff

Manager of the General Partner

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

On this ____ day of _____ in the year 20__ before me, _____ a Notary Public in and for said state, personally appeared Mr. Jeff Tegethoff, the Manager of the General Partner, of Wildhorse Village L.P., known to me to be the person who executed the foregoing instrument in behalf of said Limited Partnership and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

My commission expires: _____

LENDER'S CERTIFICATION

The undersigned Owner and Holder of Note as secured by Deed of Trust, recorded in Book _____, Page _____ of the St. Louis County Records, does hereby join in and consent to the foregoing Subdivision Plat as shown hereon.

IN WITNESS WHEREOF, we have hereunto set our hand and affixed our corporate seal this ____ day of _____, 20__.

By: _____
Print Name: _____
Print Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this ____ day of _____, 20__ before me appeared _____ to me personally known, who, being by me first duly sworn, did say that he/she is the _____ of _____, a national banking association, and that said instrument was signed in behalf of said national banking association, by authority of its _____, and said _____ acknowledged said instrument to be the free act and deed of said national banking association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

My commission expires: _____

ORIGINAL LOT 6 DESCRIPTION

A tract of land being Lot 6 of Wildhorse Village subdivision as recorded in Plat Book 369 Page 579 of the St. Louis County records, located in U.S. Surveys 415 in Township 45 North, Range 4 East, of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the northern most corner of Burkhardt Place as dedicated by Plat Book 283 Page 37 of the St. Louis County records, being on the northeast right of way line of Burkhardt Place as dedicated by Deed Book 23588 page 3666 of said records, thence the following courses and distances along said northeast right of line: North 03 degrees 22 minutes 20 seconds East, 8.50 feet, to a curve to the left having a radius of 826.50 feet; along said curve an arc distance of 244.42 feet, and a chord which bears South 84 degrees 53 minutes 57 seconds West, 243.53 feet; South 76 degrees 25 minutes 53 seconds West, 99.72 feet to a curve to the right having a radius of 345.00 feet; along said curve an arc distance of 697.81 feet and a chord which bears North 45 degrees 37 minutes 28 seconds West, 584.80 feet to a reverse curve to the left having a radius of 985.00 feet; and along said curve an arc distance of 218.62 feet and a chord which bears North 05 degrees 56 minutes 03 seconds East, 218.17 feet to the northwest corner of said Lot 6; thence along the northern and eastern lines of said Lot 6 the following courses and distances: North 90 degrees 00 minutes 00 seconds East, 193.02 feet; South 58 degrees 00 minutes 00 seconds East, 435.45 feet; South 79 degrees 15 minutes 26 seconds East, 111.90 feet; North 77 degrees 00 minutes 00 seconds East, 197.35 feet to a curve to the right having a radius of 575.00 feet; along said curve an arc distance of 259.17 feet and a chord which bears North 89 degrees 54 minutes 45 seconds East, 256.98 feet; South 10 degrees 03 minutes 33 seconds West, 262.29 feet to a curve to the left having a radius of 128.00 feet; along said curve an arc distance of 37.76 feet and a chord which bears South 24 degrees 23 minutes 59 seconds East, 37.83 feet; and South 32 degrees 51 minutes 05 seconds East, 46.68 feet to a curve to the left having a radius of 168.50 feet, said point also being located on the northern line of Wildhorse Place, 53 feet wide; thence along last said curve and the northern line of Wildhorse Place the following, an arc distance of 111.25 feet and a chord which bears South 45 degrees 44 minutes 09 seconds West, 109.24 feet and South 26 degrees 49 minutes 16 seconds West, 48.06 feet to the north right of way line of above said Burkhardt Place, said point also being located on a curve to the left having a radius of 568.00 feet; thence along said right of way line the following, along last said curve an arc distance of 10.65 feet and a chord which bears North 66 degrees 23 minutes 22 seconds West, 10.65 feet to a compound curve to the left having a radius of 818.00 feet and along said curve an arc distance of 281.27 feet and a chord which bears North 76 degrees 46 minutes 37 seconds West, 279.89 feet, along said north right of way line, to the POINT OF BEGINNING. Containing 503,496 square feet or 11.559 acres, more or less.

SUBDIVISION PLAT
WATERFRONT AT WILDHORSE VILLAGE

16475 BURKHARDT PLACE
 CITY OF CHESTERFIELD, ST. LOUIS COUNTY MISSOURI



REVISIONS:	
1	06/09/2021- CITY COMMENTS
2	08/02/2021- MSD COMMENTS

DRAWN BY: NPW	CHECKED BY: W.J.P.
DATE: 4/09/2021	JOB NO: 2020-6884
M.S.D. P. # 23MSD-0315	BASE MAP #
ELC. HAT #	HAT S.U.P. #
M.B.N.R. #	
SHEET TITLE: SUBDIVISION PLAT	
SHEET NO.: SHEET #2	

PREPARED FOR:
 WILDHORSE VILLAGE, LP
 C/O CRG AND CLAYCO
 2199 INNERBELT BUSINESS CENTER
 ST. LOUIS, MO 63114
 PHONE 314-429-5100
 ATTN: MR. JEFF TEGETHOFF OPERATING PARTNER
 MR. JARED HEGEMAN PROJECT EXECUTIVE, CORPORATE

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by Wildhorse Village, LP _____, herein called DEVELOPER, Bank of Washington _____, herein called ESCROW HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield, Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY for the creation and development of a subdivision to be known as WILDHORSE VILLAGE _____ in accordance with Ordinance No. 3161, the governing ordinance for the subdivision, and the Subdivision Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably estimated and determined that the cost of construction, installation and completion of said improvements, all in accordance with the provisions of said governing ordinance and Subdivision Regulations, as amended, will be in the sum of One million, five hundred twenty four thousand, five hundred sixty six and 19/100 _____ DOLLARS (\$ 1,524,566.19), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision Regulations; and

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory construction and maintenance deposit agreements guaranteeing the construction and maintenance

of the subdivision improvements in accordance with the approved plans, said governing ordinance and Subdivision Regulations.

NOW, THEREFORE, in consideration of the covenants, promises and agreement herein provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a CONSTRUCTION DEPOSIT in the amount of One million, five hundred twenty four thousand, five hundred sixty six and 19/100, DOLLARS (\$ 1,524,566.19) lawful money of the United States of America by: (check one)

- Depositing cash with the City.
- Submitting a Letter of Credit in the form required by the CITY and issued by the ESCROW HOLDER.
- Submitting a _____ (*type of readily negotiable instrument acceptable to the CITY*) endorsed to the City and issued by the ESCROW HOLDER.

Said deposit guarantees the construction, installation and completion of the required subdivision improvements in WILDHORSE VILLAGE Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of the City of Chesterfield, which are by reference made a part hereof, and in accordance with all ordinances of the CITY regulating same. A cost estimate thereof is attached hereto as "Exhibit A".

2. That the CONSTRUCTION DEPOSIT will be held in escrow by the CITY or the ESCROW HOLDER, as applicable, until such time as releases are authorized by the Department of Planning. The CONSTRUCTION DEPOSIT may be subject to special audit of the CITY from time to time.

3. That the CONSTRUCTION DEPOSIT guarantees the construction, installation and completion of the improvements in the aforesaid subdivision in accordance with the plans and specifications for the said subdivision which have been filed with the CITY, which are made a part hereof by reference as if set forth herein word for word.

4. Pursuant to Revised Statutes of Missouri, 89.410, the amounts set out on Exhibit "A" are identified by separate line item and are subject to release of ninety five percent (95%) of said estimated costs within thirty (30) days of the completion of said specific component of work by DEVELOPER. The Developer shall notify CITY in writing when they consider the specific component ready for release of funds. Accordingly, the CITY may not allow for the reallocation of escrowed funds from one line item to another, without specific written agreement between the DEVELOPER and CITY indicating what specific component or components are being modified. ESCROW HOLDER shall not modify or expend funds from other than the identified line item component without written approval from CITY. Completion is when the particular item has had all documentation and certification filed in a complete and acceptable form and the specific items have been inspected and all identified deficiencies have been corrected and the work has been approved by the City.

5. That in the event the CITY should determine that the ESCROW SUM or any line item thereon as herein provided, is insufficient to complete the said Subdivision Improvements, or the specific line item, the CITY will so notify the DEVELOPER who shall deposit within thirty (30) days of said notice with the ESCROW HOLDER that additional sum of lawful money of the United States of America that will be required to complete the said specific component of the improvement and said additional sum will be subject to the terms of this Escrow Agreement. Failure to provide said sum shall cause for immediate cessation of all work on said subdivision until the additional amount is paid.

6. That the DEVELOPER guarantees that all required utilities and improvements will be installed, constructed and completed within two (2) years from the date of the approval of the said Subdivision Plat and the DEVELOPER shall certify the completion of all said improvements, along with the filing of all documentation and certification, all as provided in the governing ordinance for this subdivision and the Subdivision Regulations of the CITY.

7. That the ESCROW HOLDER, in accordance with paragraph 4 above, shall only release or disburse the ESCROW SUM, or portion thereof, upon receipt and in the amount set forth in a written authorization from the Department of Planning addressed to the ESCROW HOLDER, which authorization may be for the payment of labor and materials used in the construction, installation and completion of the said improvements, as the work progresses, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That in the event the DEVELOPER shall abandon the subdivision or fail to complete the subdivision improvements within two (2) years, from the date of the CITY'S approval of the said subdivision plat or subsequent extension period granted to this DEPOSIT AGREEMENT, whichever shall first occur, the CITY shall present to the ESCROW HOLDER a certified statement from the City Engineer estimating the cost for the completion of the subdivision improvements and require the ESCROW HOLDER to immediately perform on this agreement for completion of the specific components of the project or disburse said funds identified by the City Engineer's estimates directly to the CITY. The CITY may complete, or have completed by outside resources, the said improvements. The ESCROW HOLDER having disbursed the escrow sums therefore as ordered and directed by the CITY, and upon such disbursement shall be relieved of all liability under the terms of this agreement.

9. That in the event of any legal actions taken by the CITY against DEVELOPER or ESCROW HOLDER to enforce the provision of this agreement, the parties agree to pay a reasonable attorney's fee in addition to any other sums due under this agreement

10. That there shall be no assignment by DEVELOPER or ESCROW HOLDER under the terms of this agreement without written approval of the CITY.

11. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to complete the Subdivision improvements as may be determined by the CITY or if the DEVELOPER or ESCROW HOLDER shall go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

12. That the ESCROW HOLDER will immediately inform the City of any changes of address for ESCROW HOLDER or DEVELOPER (known to ESCROW HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

13. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

14. That the CITY hereby accepts this agreement as a satisfactory ESCROW AGREEMENT under the provisions and requirements of the governing ordinance for this

subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the 2nd day of August, 2022.

ATTEST: (SEAL)

DEVELOPER: Wildhorse Village, LP


Type Name: Natasha Dale
Title: LP Director Development

BY: 
Type Name: Jeffrey J. Hightower
Title: Manager of the manager

Firm Address:
7800 Forsyth, 3rd floor
Clayton, MO 63105

ATTEST: (SEAL)

ESCROW HOLDER: BANK OF WASHINGTON

Type Name:
Title:

BY: _____
Type Name: Sam Unnerstall
Title: Vice President

Firm Address:
200 West Main Street
Washington, MO 63090

CITY OF CHESTERFIELD, MISSOURI

BY _____
Director of Planning

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the 5th day of August, 2022.

ATTEST: (SEAL)

DEVELOPER: Wildhorse Village, LP

Type Name:
Title:

BY: _____
Type Name:
Title:

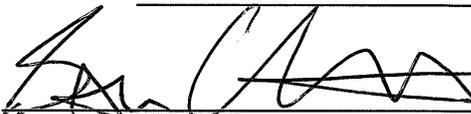
Firm Address:
7800 Forsyth, 3rd floor
Clayton, MO 63105

ATTEST: (SEAL)

ESCROW HOLDER: BANK OF WASHINGTON

Chelsea Brueggemann

Type Name: *Chelsea Brueggemann*
Title: *Loan Coordinator*

BY: 

Type Name: Sam Unnerstall
Title: Vice President

Firm Address:
200 West Main Street
Washington, MO 63090

CITY OF CHESTERFIELD, MISSOURI

BY _____
Director of Planning

ATTEST: (SEAL)

APPROVED:

City Clerk

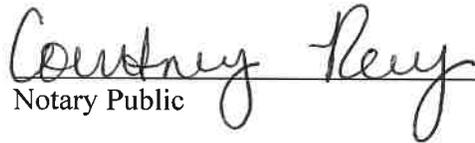
Mayor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

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

On this 26 day of July, 2022, before me, a Notary Public in and for said State, personally appeared Jeffrey J. Tegethoff, Manager of Wildhorse Village GP, LLC, a Missouri limited liability company, the General Partner of Wildhorse Village, LP, a Missouri limited partnership, known to me to be the person who executed the foregoing instrument on behalf of said limited partnership and acknowledged to me that he executed the same for the purposes therein stated.

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


Notary Public

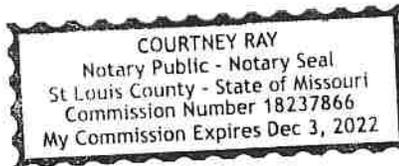


EXHIBIT A

Attach: Subdivision Deposit Spreadsheet

CONSTRUCTION DEPOSIT

SUBDIVISION: Wildhorse Village Lot 6
 PLAT: n/a
 SUBDIVISION CODE: 701
 NO. LOTS: 35
 DATE OF PLAT APPROVAL: NAY

DEVELOPER: Wildhorse Village, LP

CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS			\$548,760.41	\$0.00 \$0.00	0	\$548,760.41	100
SIDEWALKS			\$102,285.81	\$0.00 \$0.00	0	\$102,285.81	100
STREET SIGNS			\$1,623.60	\$0.00 \$0.00	0	\$1,623.60	100
SANITARY SEWER	06/21/22	50	\$266,198.13	\$133,099.07 \$0.00	50	\$133,099.07	50
STORM SEWER	06/21/22	50	\$253,909.06	\$126,954.53 \$0.00	50	\$126,954.53	50
GRADING	06/21/22	50	\$87,637.00	\$43,818.50 \$0.00	50	\$43,818.50	50
DETENTION	06/21/22	50	\$16,335.00	\$8,167.50 \$0.00	50	\$8,167.50	50
WATER QUALITY			\$42,229.00	\$0.00 \$0.00	0	\$42,229.00	100
EROSION CONTROL	06/21/22	50	\$15,686.00	\$7,843.00 \$0.00	50	\$7,843.00	50
SILTATION CONTROL	06/21/22	50	\$8,811.00	\$4,405.50 \$0.00	50	\$4,405.50	50
COMMON GROUND SEED AND ISLAND SODDING			\$21,125.63	\$0.00 \$0.00	0	\$21,125.63	100
MONUMENTATION			\$17,011.50	\$0.00 \$0.00	0	\$17,011.50	100
RETAINING WALLS	07/14/22	50	\$164,411.09	\$82,205.55 \$0.00	50	\$82,205.55	50
STREET LIGHTS			\$142,642.50	\$0.00 \$0.00	0	\$142,642.50	100
WATER MAINS			\$185,194.10	\$0.00 \$0.00	0	\$185,194.10	100
FENCE			\$57,200.00	\$0.00 \$0.00	0	\$57,200.00	100
TOTALS			\$1,931,059.84	\$406,493.64	21	\$1,524,566.19	79

STANDARD FORM OF
LETTER OF CREDIT

BANK OF WASHINGTON
200 WEST MAIN STREET
WASHINGTON, MO 63090

August 5, 2022

IRREVOCABLE LETTER OF CREDIT NO. 744

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Dear Sir:

We hereby establish in favor of the CITY OF CHESTERFIELD, upon the application of and for the account of Wildhorse Village, LP a Missouri limited partnership (the "Account Party") our transferable irrevocable standby letter of credit (the "Letter of Credit") in the amount of \$ 1,524,566.19 (the "Maximum Available Credit"), subject to the reduction as hereinafter set forth.

For information only: This letter of credit is issued with respect to: (check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> Grading Surety | <input type="checkbox"/> Subdivision Maintenance Deposit |
| <input type="checkbox"/> Landscape Surety | <input type="checkbox"/> Tree Preservation Surety |
| <input type="checkbox"/> Pavement Restoration Surety | <input type="checkbox"/> Other _____ |
| <input checked="" type="checkbox"/> Subdivision Construction Deposit | |

as detailed on the accompanying agreements for Wildhorse Village, LP
<<subdivision/development name>>, approval of same issued by you for the benefit of the Account Party (the "Approval").

Subject to all of the terms and conditions of this Letter of Credit, the Maximum Available Credit shall be made available by your draft(s) at sight drawn on us accompanied by this Letter of Credit and any amendments thereto for presentation and by the following documents:

1. Your signed certificate, in the form attached hereto as Exhibit A, dated not more than ten days prior to its presentation to us; or
2. Your signed certificate, in the form attached hereto as Exhibit B, dated not more than ten days prior to its presentation to us.

*No draft will be paid if the amount thereof is in excess of the Maximum available Credit hereunder as of the date such draft is to be paid.

Multiple drawings may be presented under this Letter of Credit, which, in the aggregate and subject to the limitations set forth herein, shall not exceed the Maximum Available Credit then in effect and each such drawing honored by us hereunder shall reduce the Maximum Available Credit by the amount of such drawing. The draft(s) drawn under this Letter of Credit must be drawn and presented to our offices at 200 West Main Street, Washington, MO 63090

Attention: Sam Unnerstall (or such other officer, department or address designated in writing by us to you at your address shown above or at such other address as you shall advise us of in writing) by hand delivery or by delivery by courier between 9:00 a.m. and 4:30 p.m. (St. Louis, Missouri time) on a Business day (as defined below). As used in this Letter of Credit, "Business day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the State of Missouri are authorized or required by law to close.

We hereby agree that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us upon delivery of any of the certificate(s) specified above and if presented at our aforesaid office on or before the Expiration date (as defined below).

If demand for payment is made hereunder in strict conformity with the terms and conditions of this Letter of Credit before 11:00 a.m. (St. Louis, Missouri time) on any Business day, payment of the amount demanded shall be made in immediately available funds not later than 1:00 p.m. (St. Louis, Missouri time) on the next succeeding Business day.

Payment under this Letter of Credit to you shall be made by wire transfer or as agreed by the Chesterfield Department of Finance of immediately available funds per your instructions.

Only you or a transferee may make drawings under this Letter of Credit. Upon payment as provided above of the amount specified in a sight draft drawn hereunder, the Maximum Available Credit of the Letter of Credit shall be reduced by the amount of the payment.

If demand for payment does not conform to the terms and conditions of this Letter of Credit, we will promptly notify you thereof and of the reasons thereof, such notice to be promptly confirmed in writing to you, and we shall hold all documents at your disposal or return the same to you, if directed by you.

This Letter of Credit is effective immediately and expires on the earliest of (i) 4:00 p.m. (St. Louis, Missouri time) on August 5, 2024, except that unless such date may be extended as hereinafter provided, this letter of credit shall automatically and immediately be paid by wire transfer the balance of the Maximum Available Credit to the City of Chesterfield at the following account: to receiving bank Central Bank (ABA #081004601) for beneficiary City of Chesterfield, Account #129300337, or (ii) when you have drawn and we have paid to you the Maximum Available Credit of this Letter of Credit or (iii) the day on which this Letter of Credit is surrendered to us for cancellation (collectively, the "Expiration Date"); provided, however, notwithstanding the termination by expiration of this Letter of Credit, our payment obligation shall survive such expiration with respect to any sight drafts accompanied by a certificate in the form of Exhibits A, or B, as the case may be, presented to us for payment prior to the expiration of this Letter of Credit; **and/or further provided that upon such expiration, or if automatically extended upon expiration of the last extension, we shall automatically and immediately transfer the balance of the Maximum Available Credit to the City of Chesterfield at the account set forth above or such**

other account subsequently designated by you, unless you authorize in writing a release of our obligations under this Letter of Credit or authorize a replacement of the Letter of Credit. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for one year (or such other date as the City and Account Party may agree in writing) from the present or any future Expiration date hereof, unless at least 75 days prior to any such date, we shall send you, in the form attached hereto as Exhibit C, notice that we elect not to consider this Letter of Credit renewed for such additional one-year period. Notwithstanding any automatic extensions, this letter of credit shall expire fully and finally not later than August 5, 2027.

Upon our receipt, from time to time, from you of a written reduction certificate in the form attached as Exhibit D, we are authorized to reduce the Maximum Available Credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date on which we receive such written reduction certificate. Final reduction / release of the Letter of Credit shall be effective at our close of business on the date on which we receive a certificate in the form attached as Exhibit E.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Commission Publication No. 600, but excluding the provisions of Article 32 thereof (the "UCPDC").

Any communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at Bank of Washington, 200 West Main St., Washington, MO 63090, Attention: Sam Unnerstall, specifically referring thereon to Irrevocable Letter of Credit No. 744.

You may transfer your rights under this Letter of Credit in their entirety (but not in part) to any transferee. Transfer of your rights under this Letter of Credit to any such transferee shall be effected only upon the presentation to us of this Letter of Credit accompanied by a transfer letter in the form attached hereto as Exhibit F, and we consent to such transfer without charges or fees of any kind. Upon such transfer, the transferee shall have no further rights to transfer this Letter of Credit.

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein (including, without limitation, the Approval, but excluding the UCPDC), and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement. Exhibits A, B, C, D, E, F and G attached hereto are incorporated herein by reference as an integral part of this Letter of Credit.

Very truly yours,

Sam G. Unnerstall
Vice President

By: 
Authorized signer

EXHIBIT A
TO LETTER OF CREDIT
FORM OF CERTIFICATE FOR "A" DRAWING

Attention: _____

Re: Your Letter of Credit No. _____
In Favor of City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to _____ (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all of the required work or fulfill all obligations required by the City Code, permits, approved plans or agreements.
2. The draft in the sum of \$ _____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the City of Chesterfield, Missouri to

[INSERT BANK Account # _____], Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____, 20____.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Director of Planning

EXHIBIT B
TO LETTER OF CREDIT
FORM OF CERTIFICATE FOR "B" DRAWING

Attention:

Re: Your Letter of Credit No. _____ in Favor of City of Chesterfield,
Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to _____ (the "Bank"), with reference to Irrevocable Letter of Credit No. _____ (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. Funds in the amount of the accompanying draft are now due for deposit in a special transit account for the payment per Work completion.
2. The draft in the sum of \$_____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the City of Chesterfield, Missouri to

[INSERT BANK Account # _____], Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____, 20____.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Director of Planning

EXHIBIT C
TO LETTER OF CREDIT
FORM OF NOTICE OF EXPIRATION

City of Chesterfield
690 Chesterfield Parkway W
Chesterfield, Missouri 63017

Attention: Director of Planning

Re: Our Letter of Credit No. _____ in Favor of City of Chesterfield,
Missouri

Amount: _____

Expiration Date: _____

To Whom It May Concern:

Please consider this letter as the Bank's notification that the Bank does not intend to renew the above-reference letter of credit and, therefore, it will expire in full and finally on the above-mentioned date. All remaining amounts under the Letter of Credit shall be transferred to the City of Chesterfield per the terms of the Letter.

Very truly yours,

By: _____
Authorized Officer

cc: _____

EXHIBIT D
TO LETTER OF CREDIT
FORM OF REDUCTION CERTIFICATE

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Attention:

Re: LETTER OF CREDIT NUMBER: _____

IN ORIGINAL AMOUNT OF: \$ _____

To Whom It May Concern:

This certificate authorizes reduction in the amount of \$ _____ of the above letter of credit.
The remaining maximum available credit for this letter of credit is \$ _____.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Director of Planning

cc _____

EXHIBIT E

TO LETTER OF CREDIT

FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

Attention:

Re: LETTER OF CREDIT NUMBER: _____

IN ORIGINAL AMOUNT OF: \$ _____

FINAL REDUCTION

To Whom It May Concern:

The City of Chesterfield hereby authorizes the final reduction of the letter of credit established for _____ . The letter of credit referenced above is hereby being surrendered.

Should you desire additional information, please contact * _____* .

By: _____
Director of Planning

Enclosures: Letter of Credit

cc

EXHIBIT F
TO LETTER OF CREDIT
FORM FOR FULL TRANSFER OF LETTER OF CREDIT

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor of City of
Chesterfield, Missouri

To Whom It May Concern:

The undersigned, City of Chesterfield, Missouri ("Transferor") has transferred and assigned (and hereby confirms said transfer and assignment) all of its rights in and under the Letter of Credit to [_____] ("Transferee"). Transferor confirms that it no longer has any rights under or interest in the Letter of Credit and that you shall have no further responsibility to make payment under the Letter of Credit to Transferor.

Transferor hereby surrenders the Letter of Credit subject to the transfer to you and requests that you note the transfer of the Letter of Credit and deliver the Letter of Credit, amended or endorsed to reflect said transfer, to Transferee.

CITY OF CHESTERFIELD, MISSOURI [_____]

CITY OF CHESTERFIELD, MISSOURI

By: _____
Director of Planning

Enclosures: Letter of Credit, if applicable

cc _____

EXHIBIT G
TO LETTER OF CREDIT
SIGHT DRAFT

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. _____ in favor of City of
Chesterfield, Missouri

To Whom It May Concern:

Pay on demand to _____ the sum of U.S. \$ _____. This
draft is drawn under your Irrevocable Letter of Credit No. _____.

CITY OF CHESTERFIELD, MISSOURI

By: _____

Name: _____

Title: _____

-or-

[Insert Lender's name]

By: _____

Name: _____

Title: _____

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by Wildhorse Village, LP _____, herein called DEVELOPER, N/A _____, herein called CREDIT HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield, Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY for the creation and development of a subdivision to be known as WILDHORSE VILLAGE _____ in accordance with Ordinance No. ³¹⁶¹ _____, the governing ordinance for the subdivision, and the Subdivision Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably estimated and determined that the cost of maintenance of the required improvements, based on the cost of construction of said improvements, all in accordance with the provisions of said subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum of One Hundred Ninety Three Thousand One Hundred Five and 98/100 _____ DOLLARS (\$ ^{193,105.98} _____), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision Regulations; and

WHEREAS, the Subdivision Regulations provide inter alia that the commencement of said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory construction and maintenance deposit agreements guaranteeing the construction and maintenance of the subdivision improvements in accordance with the approved plans, said governing ordinance and Subdivision Regulations.

NOW, THEREFORE, in consideration of the covenants, promises and agreement herein provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a MAINTENANCE DEPOSIT in the amount of One Hundred Ninety Three Thousand One Hundred Five and 98/100

DOLLARS (\$ 193,105.98), lawful money of the United States of America by:

(check one)

Depositing cash with the City.

Submitting a Letter of Credit in the form required by the CITY and issued by the CREDIT HOLDER.

Submitting a _____ (*type of readily negotiable instrument acceptable to the CITY*) endorsed to the City.

Said deposit guarantees the DEVELOPER will perform his maintenance obligations regarding subdivision improvements, including, but not limited to; lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm drainage facilities, in WILDHORSE VILLAGE - LOT 6

_____ Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of

the City of Chesterfield, which by reference are made a part hereof, and in accordance with all ordinances of the CITY regulating same.

2. That the MAINTENANCE DEPOSIT will be held in escrow by the CITY or the CREDIT HOLDER, as applicable, until such time as releases are authorized by the Department of Planning.

3. That the DEVELOPER shall be responsible for, and hereby guarantees, the maintenance of the subdivision improvements, including, but not limited to, lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm and drainage facilities, until (1) expiration of twelve (12) months after occupancy permits have been issued on eighty percent (80%) of all of the lots in the subdivision plat(s), or (2) twelve (12) months after completion of the subdivision and acceptance / approval of all required improvements by the CITY, whichever is longer. In the case of landscaping, the maintenance period shall be twenty-four (24) months after installation is approved by the CITY. Maintenance shall include repair or replacement of all defects, deficiencies and damage to the improvements that may exist or arise, abatement of nuisances caused by such improvements, removal of mud and debris from construction, erosion control, grass cutting, removal of construction materials (except materials to be used for construction on the lot or as permitted by site plan), and snow removal. All repairs and replacement shall comply with CITY specifications and standards. Any maintenance of improvements accepted by the CITY for public dedication shall be completed under the supervision of and with the prior written approval of the Director of Planning. The maintenance obligation for required improvements to existing public roads or other existing public infrastructure already maintained by a public governmental entity shall terminate on and after the date such improvements have been inspected and accepted by the

appropriate governmental entity and the deposit for same shall be released. Irrespective of other continuing obligations, the developer's snow removal obligations shall terminate on the date a street is accepted by the CITY for public maintenance.

4. That the maintenance deposit shall be retained by the CITY OR CREDIT HOLDER to guarantee maintenance of the required improvements and, in addition to being subject to the remedies of Section 02-12.G of the Unified Development Code and other remedies of the City Code, shall be subject to the immediate order of the Director of Planning to defray or reimburse any cost to the CITY of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the Director of Planning shall provide the developer with a written demand and opportunity to perform the maintenance before having such maintenance performed by the CITY, or its agents. The Director of Planning shall have the authority to require the maintenance deposit to be replaced or replenished by the developer, in any form permitted for an original deposit, where the amount remaining is determined to be insufficient or where the maintenance deposit was drawn upon by the CITY for maintenance.

5. That in determining the amount of MAINTENANCE DEPOSIT that shall continue to be held, portions of the deposit amount that were attributable to improvements that have been accepted by any third-party governmental entity or utility legally responsible for the maintenance of the improvement may be released upon such acceptance of the improvement by the entity. The Director of Planning may approve such further releases if it is determined in his or her discretion, after inspection of the improvements, that the total maintenance amount

retained is clearly in excess of the amount necessary for completion of the maintenance obligation, after all reasonable contingencies are considered.

6. That in the event the CITY should determine that the MAINTENANCE DEPOSIT, or any line item thereon as herein provided, is insufficient, the CITY will so notify the DEVELOPER who shall, within thirty (30) days of said notice, deposit additional sums with the CITY or have the amount of the letter of credit or other banking instrument increased as will be required to maintain the said specific component of the improvement and said additional sum will be subject to the terms of this MAINTENANCE DEPOSIT AGREEMENT. Failure to provide said sum shall be cause for immediate cessation of all work on said subdivision until the additional amount is paid.

7. That the CREDIT HOLDER, in accordance with paragraphs 2, 4 and 5 above, shall only release or disburse the MAINTENANCE DEPOSIT, or portion thereof, upon receipt and in the amount set forth in a written authorization from the said Department of Planning addressed to the Credit Holder, which authorization may be for payment, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

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

caused by any construction, improvement or development for which any deposit has been released.

9. That there shall be no assignment by DEVELOPER or CREDIT HOLDER under the terms of this agreement without written approval of the CITY.

10. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to guarantee maintenance of the Subdivision improvements as may be determined by the CITY or if the DEVELOPER shall abandon the subdivision or go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER in default and may immediately order the payment of all remaining sums held in the MAINTENANCE DEPOSIT to be paid to the CITY without further legal process, to be used to complete and maintain the subdivision improvements as set out under the terms hereof.

11. That the CREDIT HOLDER will immediately inform the City of any changes of address for CREDIT HOLDER or DEVELOPER (known to CREDIT HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or CREDIT HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by CREDIT HOLDER to be paid to the CITY without further legal process, to be used to maintain the subdivision improvements as set out under the terms hereof.

12. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

13. That the CITY hereby accepts this agreement as a satisfactory MAINTENANCE DEPOSIT AGREEMENT under the provisions and requirements of the governing ordinance

for this subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the 2nd day of August, 2021 A.D.

Wildhorse Village, LP

ATTEST: (SEAL)

DEVELOPER: _____

Natasha Das
Type Name: Natasha Das
Title: CRG Director of Development

BY: *Jeffrey J. Tegethoff*
Type Name: Jeffrey J. Tegethoff
Title: Manager at the manager

Firm Address:
7800 Forsyth, 3rd Floor
Clayton, MO 63105

ATTEST: (SEAL)

CREDIT HOLDER: _____

Name: _____
Title: _____

BY: _____
Name: _____
Title: _____

Firm Address:

CITY OF CHESTERFIELD, MISSOURI

BY _____
Director of Planning

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

MAINTENANCE DEPOSIT

SUBDIVISION: Wildhorse Village Lot 6

PLAT: n/a

SUB CODE: 701

DEVELOPER: Wildhorse Village, LP

NOTE: Deposit is adjusted to account for 10% of entire sewer costs, and 0% of LOMR/Elev. Cert's, if any)

CATEGORY	ORIGINAL BALANCE	DATE OF RELEASE	AMOUNT RELEASED	CURRENT BALANCE
STREETS	\$54,876.04			\$54,876.04
SIDEWALKS	\$10,228.58			\$10,228.58
STREET SIGNS	\$162.36			\$162.36
SAN. SEWER	\$26,619.81			\$26,619.81
STORM SEWER	\$25,390.91			\$25,390.91
GRADING	\$8,763.70			\$8,763.70
DETENTION	\$1,633.50			\$1,633.50
WATER QUALITY	\$4,222.90			\$4,222.90
EROSION CONTROL	\$1,568.60			\$1,568.60
SILTATION CONTROL	\$881.10			\$881.10
COMMON GR. SEED	\$2,112.56			\$2,112.56
MONUMENTATION	\$1,701.15			\$1,701.15
RETAINING WALL	\$16,441.11			\$16,441.11
STREET LIGHTS	\$14,264.25			\$14,264.25
WATER MAINS	\$18,519.41			\$18,519.41
FENCE	\$5,720.00			\$5,720.00
TOTALS	\$193,105.98		\$0.00	\$193,105.98