



**AGENDA REVIEW MEETING  
CHESTERFIELD CITY COUNCIL  
Monday, March 20, 2023  
5:45 PM**

**I. Appointments** – Mayor Bob Nation

**II. Council Committee Reports**

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

- 1. Proposed Bill No. 3432 - P.Z. 03-2023 City of Chesterfield (Unified Development Code-Article 4)** – An ordinance of the City of Chesterfield creating Section 405.01.120 related to licenses, permits, or other approvals. **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**
- 2. Proposed Bill No. 3434 - P.Z. 13-2022 17955, 17965, 17985, and 17995 N. Outer 40 Rd (Gateway Studios, LLC)** – An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of the “M3” Planned Industrial District to a “PC” Planned Commercial District for a 77.8 acre tract of land located on the north side of Outer 40 Road [P.Z. 13-2022 17955, 17965, 17985, and 17995 N. Outer Forty Road (Gateway Studios, LLC), 17W640035, 16W320011, 16W330021, and 16W320022]. **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval, as amended. Green Sheet Amendments recommended by Planning & Public Works Committee.**
- 3. Sewer Lateral Program – Application Fee** – Recommendation that the application fee for the Sewer Lateral Program be returned to \$200. The attached memorandum from Mr. Eckrich states that the current application fee is \$100. However, that fee was recently adjusted for the CPI and was increased to \$125. Accordingly, the recommendation from Staff, approved by the PPW Committee, is to increase the fee from \$125 to \$200. This will generate approximately \$12,000 per year to cover the average deficit over the last five years. **(Roll Call Vote) Planning & Public Works Committee recommends approval.**
- 4. Appeal by Petitioner of Recommendation of Denial - P.Z. 04-2022 14319 Olive Blvd (Queathem House, LLC)** – A request for a zoning map amendment from a “NU” Non-Urban District with a Historic Overlay to a “PC” Planned Commercial District with a Historic Overlay for a 2-acre tract of land located north of Olive Blvd (16R310974).

**(Voice Vote) Send appeal to Planning and Public Works Committee for the purpose of holding a public hearing.**

**5. Next Meeting – Thursday, April 20, 2023 (5:30pm)**

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

**1. Proposed Bill No. 3435 - Development Agreement for RPA – 2, Wildhorse Village – An ordinance of the City of Chesterfield, Missouri authorizing and approving a redevelopment agreement for Chesterfield Regional area RPA-2 by and between the City and Wildhorse Village, LP; authorizing certain actions by City Officials and Officers; and containing severability clause. (First Reading) Finance and Administration Committee recommends approval.**

**2. Destruction of Records – Authorization to destroy records in accordance with F&A Policy No. 1 and the Records Retention Schedule for the State of Missouri. (Voice Vote) Finance and Administration Committee recommends approval.**

**3. Next Meeting – Not yet scheduled**

**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 – Wednesday, March 22, 2023 (5:30pm)**

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

**A. Proclamation**

**B. Bid Recommendation – Sidewalk Replacement Project A – Recommendation to accept the low bid from E. Meier Contracting and to authorize the City Administrator to enter into an Agreement with E. Meier Contracting in an amount not to exceed \$200,000. Sidewalk Replacement Project A is specifically funded at \$200,000 within Account 120-079-5497. (Roll Call Vote) Department of Public Works recommends approval.**

**C. Bid Recommendation - Wildhorse Parkway Reconstruction -**

Recommendation to accept the low bid from Next Level Construction and to authorize the City Administrator to enter into an Agreement with Next Level Construction in an amount not to exceed \$3,100,000. This will necessitate a Budget Transfer from Capital Projects Fund – Fund Reserves in the amount of \$450,000. The current Capital Projects Fund has an unobligated Fund Balance of \$2,990,000. The proposed project and Budget Transfer will have no impact on the General Fund. **(Roll Call Vote) Department of Public Works recommends approval.**

**IV. Other Legislation**

**A. Proposed Bill No. 3436 - Boundary Adjustment Plat - Kehrs Mill**

**Farm, Lot 38** – An ordinance providing for the approval of a Boundary Adjustment Plat for a 0.22-acre tract of land located north of Cotting Court (21T620220, 21T621311). **(First & Second Readings) Department of Planning 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, March 20, 2023  
7:00 PM**

- I. CALL TO ORDER** – Mayor Bob Nation
- II. PLEDGE OF ALLEGIANCE** – Mayor Bob Nation
- III. MOMENT OF SILENT PRAYER** – Mayor Bob Nation
- IV. ROLL CALL** –City Clerk Vickie McGownd
- V. APPROVAL OF MINUTES** – Mayor Bob Nation
  - A. City Council Meeting Minutes** – March 06, 2023
- VI. INTRODUCTORY REMARKS** – Mayor Bob Nation
  - A. Wednesday, March 22, 2023 – Public Health & Safety (5:30pm)**
  - B. Tuesday, April 04, 2023 – Election Day**
  - C. Tuesday, April 18, 2023 – City Council Meeting (7:00pm)**
  - D. Thursday, April 20, 2023 – Planning & Public Works (5:30pm)**
- VII. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation
  - A. Proclamation** – Pooja Ganesh
  - B. Citizen of the Year 2022** – Michael Kane  
(Temporary Adjournment for Citizen of the Year Reception)
- VIII. APPOINTMENTS** – Mayor Bob Nation

## IX. COUNCIL COMMITTEE REPORTS

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

1. **Proposed Bill No. 3432 - P.Z. 03-2023 City of Chesterfield (Unified Development Code-Article 4)** – An ordinance of the City of Chesterfield creating Section 405.01.120 related to licenses, permits, or other approvals. **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**
2. **Proposed Bill No. 3434 - P.Z. 13-2022 17955, 17965,17985, and 17995 N. Outer 40 Rd (Gateway Studios, LLC)** – An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of the “M3” Planned Industrial District to a “PC” Planned Commercial District for a 77.8 acre tract of land located on the north side of Outer 40 Road [P.Z. 13-2022 17955, 17965, 17985, and 17995 N. Outer Forty Road (Gateway Studios, LLC), 17W640035, 16W320011, 16W330021, and 16W320022]. **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval, as amended. Green Sheet Amendments recommended by Planning & Public Works Committee.**
3. **Sewer Lateral Program – Application Fee** – Recommendation that the application fee for the Sewer Lateral Program be returned to \$200. The attached memorandum from Mr. Eckrich states that the current application fee is \$100. However, that fee was recently adjusted for the CPI and was increased to \$125. Accordingly, the recommendation from Staff, approved by the PPW Committee, is to increase the fee from \$125 to \$200. This will generate approximately \$12,000 per year to cover the average deficit over the last five years. **(Roll Call Vote) Planning & Public Works Committee recommends approval.**
4. **Appeal by Petitioner of Recommendation of Denial - P.Z. 04-2022 14319 Olive Blvd (Queathem House, LLC)** – A request for a zoning map amendment from a “NU” Non-Urban District with a Historic Overlay to a “PC” Planned Commercial District with a Historic Overlay for a 2-acre tract of land located north of Olive Blvd (16R310974). **(Voice Vote) Send appeal to Planning and Public Works Committee for the purpose of holding a public hearing.**
5. **Next Meeting – Thursday, April 20, 2023 (5:30pm)**

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

- 1. Proposed Bill No. 3435 - Development Agreement for RPA – 2, Wildhorse Village** – An ordinance of the City of Chesterfield, Missouri authorizing and approving a redevelopment agreement for Chesterfield Regional area RPA-2 by and between the City and Wildhorse Village, LP; authorizing certain actions by City Officials and Officers; and containing severability clause. **(First Reading) Finance and Administration Committee recommends approval.**
- 2. Destruction of Records** – Authorization to destroy records in accordance with F&A Policy No. 1 and the Records Retention Schedule for the State of Missouri. **(Voice Vote) Finance and Administration Committee recommends approval.**
- 3. Next Meeting – Not yet scheduled**

**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 – Wednesday, March 22, 2023 (5:30pm)**

**X. REPORT FROM THE CITY ADMINISTRATOR** – Mike Geisel

**A. Proclamation**

**B. Bid Recommendation – Sidewalk Replacement Project A –**

Recommendation to accept the low bid from E. Meier Contracting and to authorize the City Administrator to enter into an Agreement with E. Meier Contracting in an amount not to exceed \$200,000. Sidewalk Replacement Project A is specifically funded at \$200,000 within Account 120-079-5497. **(Roll Call Vote) Department of Public Works recommends approval.**

**C. Bid Recommendation - Wildhorse Parkway Reconstruction –**

Recommendation to accept the low bid from Next Level Construction and to authorize the City Administrator to enter into an Agreement with Next Level Construction in an amount not to exceed \$3,100,000. This will necessitate a Budget Transfer from Capital Projects Fund – Fund Reserves in the amount of \$450,000. The current Capital Projects Fund has an unobligated Fund Balance of \$2,990,000. The proposed project and Budget

Transfer will have no impact on the General Fund. **(Roll Call Vote)**  
**Department of Public Works recommends approval.**

## **XI. OTHER LEGISLATION**

- A. Proposed Bill No. 3436 - Boundary Adjustment Plat - Kehrs Mill Farm, Lot 38** – An ordinance providing for the approval of a Boundary Adjustment Plat for a 0.22-acre tract of land located north of Cotting Court (21T620220, 21T621311). **(First & Second Readings) Department of Planning recommends approval.**

## **XII. UNFINISHED BUSINESS**

## **XIII. NEW BUSINESS**

## **XIV. 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.*

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**AGENDA REVIEW – MONDAY, MARCH 20, 2023 – 5:45 PM**

An AGENDA REVIEW meeting has been scheduled to start at **5:45 PM, on Monday, March 20, 2023.**

An Executive (closed) Session has been scheduled immediately following the agenda work session for Monday's meeting (03/20/2023), which itself is scheduled to begin at 5:45 pm.

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





**CITY OF CHESTERFIELD - PUBLIC NOTICE  
EXECUTIVE SESSION (CLOSED MEETING)  
MONDAY, MARCH 20, 2023**

An Executive Session (closed meeting) has been scheduled to take place immediately following the Agenda Review Meeting on Monday, March 20, 2023, which itself is scheduled to begin at 5:45 PM.

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

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

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

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

Any/all questions, in advance of this meeting, should be directed to the undersigned.

A handwritten signature in black ink that reads "Michael O. Geisel". The signature is written in a cursive, flowing style.

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Michael O. Geisel  
City Administrator  
Chesterfield, Missouri



## **RECORD OF PROCEEDING**

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

**MARCH 6, 2023**

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The meeting was called to order at 7:09 p.m.

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

A roll call was taken with the following results:

**PRESENT**

**ABSENT**

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

**APPROVAL OF MINUTES**

The minutes of the February 21, 2023 City Council meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Wahl, to approve the February 21, 2023 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the February 21, 2023 Executive Session were submitted for approval. Councilmember Hansen made a motion, seconded by Councilmember Moore, to approve the February 21, 2023 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 Mike Kane would be officially recognized as the 2022 Citizen of the Year at the March 20, 2023 City Council meeting.

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

### **COMMUNICATIONS AND PETITIONS**

Mr. Dan Hayes, 8182 Maryland Avenue, Clayton, indicated that he was available to answer any questions pertaining to Bill No. 3433 (Vacation of Easement – Spirit Valley Business Park).

Ms. Patricia Tocco, 14720 Whitebrook Drive, spoke in opposition to Proposition U and Bill No. 3431 (Wilson Avenue Improvement Project Program Agreement).

Mr. Ken Katt, 16869 Chesterfield Bluffs Circle, expressed his opinion pertaining to the insincerity of Dillard’s regarding their intentions to remain in Chesterfield, and their conversations with the City.

### **APPOINTMENTS**

There were no appointments on the agenda for this meeting.

### **COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION**

#### **Planning/Public Works Committee**

Bill No. 3432                      Creates Section 405.01.120 related to licenses, permits, or other approvals **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval**

Councilmember Dan Hurt, Chairperson of the Planning/Public Works Committee, made a motion, seconded by Councilmember Moore, for the first reading of Bill No. 3432. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3432 was read for the first time.

Councilmember Hurt announced that the next meeting of this Committee is scheduled for Thursday, March 9, at 5:30 p.m.

### **Finance and Administration Committee**

Councilmember Barbara McGuinness, Chairperson of the Finance and Administration Committee, indicated that there were no action items scheduled on the agenda for this meeting and announced that the next meeting of this Committee is scheduled for Monday, March 13, 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 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 on the agenda for this meeting.

### **REPORT FROM THE CITY ADMINISTRATOR**

City Administrator Mike Geisel reported that Billy G's Finer Diner, located at 1772 Clarkson Road, has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday sales. Mr. Geisel reported that, per City policy, this application has been reviewed and is now recommended for approval by both the Police Department and Planning & Development Services. Councilmember Budoor made a motion, seconded by Councilmember Moore, to approve issuance of a new liquor license to Billy G's Finer Diner. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mr. Geisel reported that Staff is recommending award of a contract for 2023 Sidewalk Replacement Project B. Based upon review of information provided by Director of Public Works/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending acceptance of the low bid as submitted by Amcon Municipal Concrete and authorization for the City Administrator to enter into a contract for the 2023 Sidewalk Replacement Project B in an amount not to exceed \$200,000. Councilmember Monachella made a motion, seconded by Councilmember Moore, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Hansen, Mastorakos, Monachella, McGuinness, Wahl, Moore, Budoor and Hurt. Nays – None. Whereupon Mayor Nation declared the motion passed.

## **OTHER LEGISLATION**

Bill No. 3431 Authorizes the City Administrator to execute a Surface Transportation Block Grant Program Agreement with the Missouri Highways and Transportation Commission for improvements of approximately 2,300 feet of Wilson Avenue between Wild Horse Creek Road and just south of Walnut Hill Road, near Baxter Crossing Lane **(Second Reading) Department of Public Works recommends approval**

Councilmember Hansen made a motion, seconded by Councilmember Budoor, for the second reading of Bill No. 3431. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3431 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3431 with the following results: Ayes – Mastorakos, Wahl, Budoor, Moore, Monachella, Hurt, McGuinness and Hansen. Nays – None. Whereupon Mayor Nation declared Bill No. 3431 approved, passed it and it became **ORDINANCE NO. 3225**.

Bill No. 3433 Vacates an easement on part of Lot 3 of Spirit Valley Business Park “as described passage way for wagons in Deed Book 273, Page 111” the east line of a tract of land as recorded in Deed Book 273, Page 111 of the St. Louis County Records, City of Chesterfield, St. Louis County, Missouri **(First & Second Readings) Department of Public Works recommends approval**

Councilmember Monachella made a motion, seconded by Councilmember Moore, for the first and second readings of Bill No. 3433. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3433 was read for the first and second time. A roll call vote was taken for the passage and approval of Bill No. 3433 with the following results: Ayes – Moore, Mastorakos, Budoor, Hurt, Hansen, McGuinness, Wahl and Monachella. Nays – None. Whereupon Mayor Nation declared Bill No. 3433 approved, passed it and it became **ORDINANCE NO. 3226**.

Councilmember Monachella made a motion, seconded by Councilmember Moore, to approve a budget amendment for actual expenses incurred, in an amount not to exceed \$15,000 for the purpose of providing informational and educational materials for Proposition U. A roll call vote was taken with the following results: Ayes – Mastorakos, Moore, Wahl, Monachella and Hurt. Nays – McGuinness, Hansen and Budoor. Mayor Nation declared the motion passed.

## **UNFINISHED BUSINESS**

There was no unfinished business 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 7:40 p.m.

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Mayor Bob Nation

**ATTEST:**

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Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: \_\_\_\_\_

## **UPCOMING MEETINGS/EVENTS**

- A. Wednesday, March 22, 2023 – Public Health & Safety (5:30pm)**
- B. Tuesday, April 04, 2023 – Election Day**
- C. Tuesday, April 18, 2023 – City Council Meeting (7:00pm)**
- D. Thursday, April 20, 2023 – Planning & Public Works (5:30pm)**

## **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.

- A. Proclamation – Pooja Ganesh**
- B. Citizen of the Year 2022 – Michael Kane**

## **APPOINTMENTS**

There are no appointments scheduled for tonight's meeting.

## **PLANNING AND PUBLIC WORKS COMMITTEE**

Chair: Councilmember Hurt

Vice-Chair: Councilmember Monachella

**Proposed Bill No. 3432 - P.Z. 03-2023 City of Chesterfield (Unified Development Code-Article 4)** – An ordinance of the City of Chesterfield creating Section 405.01.120 related to licenses, permits, or other approvals. **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**

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**Sewer Lateral Program – Application Fee** – Recommendation that the application fee for the Sewer Lateral Program be returned to \$200. The attached memorandum from Mr. Eckrich states that the current application fee is \$100. However, that fee was recently adjusted for the CPI and was increased to \$125. Accordingly, the recommendation from Staff, approved by the PPW Committee, is to increase the fee from \$125 to \$200. This will generate approximately \$12,000 per year to cover the average deficit over the last five years. **(Roll Call Vote) Planning & Public Works Committee recommends approval.**

**Appeal by Petitioner of Recommendation of Denial - P.Z. 04-2022 14319 Olive Blvd (Queathem House, LLC)** – A request for a zoning map amendment from a “NU” Non-Urban District with a Historic Overlay to a “PC” Planned Commercial District with a Historic Overlay for a 2-acre tract of land located north of Olive Blvd (16R310974). **(Voice Vote) Send appeal to Planning and Public Works Committee for the purpose of holding a public hearing.**

## **NEXT MEETING**

The next Planning and Public Works Committee is scheduled for Thursday, April 20<sup>th</sup>, 2023, at 5:30pm.

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



# MEMORANDUM

TO: Mike Geisel, City Administrator

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

SUBJECT: Planning & Public Works Committee Meeting Summary  
Thursday, March 9, 2023



A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, March 9, 2023 in Conference Room 101.

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

Also in attendance were: Jim Eckrich, Director of Public Works/City Engineer; Justin Wyse, Director of Planning; Shilpi Bharti, Planner; and Kathy Juergens, Recording Secretary.

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

## I. APPROVAL OF MEETING SUMMARY

### A. Approval of the February 23, 2023 Committee Meeting Summary

Councilmember Hansen made a motion to approve the Meeting Summary of February 23, 2023. The motion was seconded by Councilmember Mastorakos and **passed by a voice vote of 4-0**.

## II. UNFINISHED BUSINESS – None.

At the request of Jim Eckrich, Director of Public Works/City Engineer, New Business Item B was presented first.

## III. NEW BUSINESS

### B. Sewer Lateral Program Analysis

#### STAFF PRESENTATION

Jim Eckrich, Director of Public Works/City Engineer, stated that this is a very successful program which addresses problems that residents have with their sewer lateral line between their house and the MSD connection.

Mr. Eckrich explained how the Sewer Lateral Program operates and stated that in 2013 due to the healthy fund balance of the Program, the application fee was reduced from \$200 to \$100. Prior to 2017, operating transfers were made from the General Fund to the Sewer Lateral fund to cover a portion of the salaries of the two employees who primarily administer the Program. That

practice has since been discontinued and those expenses are now absorbed by the General Fund.

We have now reached the point where expenditures exceed revenues. Over the last five years, the program has been running a deficit of about \$11,400 per year.

In order to address the deficit, the City has the following options:

1. Restore the application fee back to \$200. Estimated annual revenue increase of \$12,000.
2. Cap repair costs at \$10,000 instead of \$15,000. Estimated annual savings are approximately \$15,000.
3. Implement a cost share program whereby residents would pay 20% of the actual cost of the repair. The annual expenditure reduction would be \$90,000.
4. Consideration to restore the annual transfer from the General Fund to the Sewer Lateral Fund to cover a portion of the salaries of those employees who administer the Program. Estimated annual cost to the Program of restoring these transfers would be \$50,000.
5. Increase the annual Sewer Lateral tax from \$28 to \$50. Increasing the tax would require a vote of the residents. If approved, it would result in an annual revenue increase of over \$300,000.

Due to the effectiveness and popularity of the Program, Staff is reluctant to reduce services. However, the City cannot operate the Program at a deficit. Therefore, Staff recommends that the application fee be returned to \$200 which will generate approximately \$12,000 per year to cover the average deficit over the last five years.

**Of note**, Mr. Eckrich pointed out that the memorandum in the packet states that the current application fee is \$100. However, the fee was recently adjusted for the CPI and it was increased to \$125. Accordingly, Staff's recommendation is to increase the fee from \$125 to \$200.

### **DISCUSSION**

Chair Hurt commented that option 5 would not be a good choice at this time and he is not in favor of reducing the cap to \$10,000. However, at some point in the future, we may want to consider some of the other options along with the increased application fee.

Councilmember Monachella asked about the fund balance, which appears to be healthy. Mr. Eckrich explained that the end-of-year balance is healthy, but that the fund is trending low (below \$100,000) in November. The General Fund could be used to temporarily cover any deficit, but the preference would be to maintain the Sewer Lateral Fund with a positive balance at all times. A monthly cashflow spreadsheet was included in the packet.

**Councilmember Hansen made a motion to recommend to City Council that the Sewer Lateral Program application fee be increased from \$125 to \$200.** The motion was seconded by Councilmember Mastorakos and **passed by a voice vote of 4-0.**

**[Please see the attached report prepared by Jim Eckrich, Director of Public Works/City Engineer, for additional information on the Sewer Lateral Program Analysis.]**

- A. P.Z. 13-2022 17955, 17965, 17985, and 17995 N. Outer 40 Rd. (Gateway Studios, LLC):** A request for a zoning map amendment from the "M3" Planned Industrial District

to "PC" Planned Commercial District for 77.8 acres located on the north side of Outer 40 Road (17W640035, 16W320011, 16W330021, and 16W320022). (Ward 4)

### **STAFF PRESENTATION**

Shilpi Bharti, Planner, presented the request for a zoning map amendment for four parcels from the "M3" Planned Industrial District to "PC" Planned Commercial District. The Petitioner is requesting to rezone the property in order to allow for 28 permitted uses.

A Public Hearing was held on January 23, 2023 during which the Planning Commission raised multiple issues related to permitted uses and the proposed gravel parking lot located north of the Levee Trail.

These issues and the petitioner's response were discussed at the February 27, 2023 Planning Commission meeting. The Planning Commission voted to approve the petition with an amendment to include a restriction within the Attachment A that the gravel parking area on the north side of the levee not be used as a storage area associated with dealership or repair uses or for inventory. The amended motion passed by a vote of 8-0.

### **DISCUSSION**

Chair Hurt expressed his concerns related to the gravel parking area. In response, Mr. Wyse stated that due to levee restrictions, there are limitations on what can be done to screen the parking area. Regarding, dust control, Mr. Wyse stated that the applicant could either provide a water truck or pump water from the lake.

Councilmember Monachella stated that she would like to restrict the permitted uses in Attachment A to parcels south of the levee with the exception of item 4 Parking area, which could be allowed on parcels both north and south of the levee. However, she still has concerns with the following uses:

- Automobile Dealership
- Motorcycle, ATV, and similar motor vehicles dealership
- Recreational Vehicle Dealership

Discussion ensued regarding the need and appropriateness of the three permitted uses listed above. George Stock, Stock & Associates, representing the Petitioner, provided the following information. He stated that Gateway Studios is purchasing 77 acres. The land south of the levee is the only developable parcel. Gateway has specific plans for development on the southeast portion. The southwest portion could be utilized by Gateway Studios, but currently they do not necessarily envision that they will utilize it. It is a small parcel that fronts I-64. There are no current plans to develop the parcel with any of those uses. However, they want the flexibility to include those uses for possible future development as they feel these uses are appropriate for that location. They are particularly interested in building a facility to sell and repair bicycles, electric bikes, etc., as this use is complementary to the Levee Trail. The Committee expressed their concern with allowing these uses in the future if the property were to be sold.

The Committee decided that the bicycle use could be included in item "n – Motorcycle, ATV and similar motor vehicles dealership," but they would want to impose the same restrictions that Chesterfield Valley Motor Sports must adhere to with regard to the following conditions:

- i. Vehicles will be permitted to be displayed during business hours only.

- ii. Sight-proof fencing and/or landscaping shall be required for all storage areas, which shall be minimum of six (6) feet in height at the time of installation. Sight-proof fence shall be as approved on the Site Development Plan.
- iii. If there are parking spaces which exceed the required parking of the site as approved on the Site Development Plan, vehicles for sale and displayed in the parking area are limited to areas blocked from view of North Outer 40 Road by the building.

After further discussion, the following motions were made.

**Chair Hurt made a motion to require that the Petitioner provide a means to control dust on the gravel lot if dust becomes a problem.** The motion was seconded by Councilmember Hansen and **passed** by a voice vote of 4-0.

**Councilmember Monachella made a motion to restrict Attachment A permitted uses to the area south of the levee with the exception of item “r – Parking area” which is applicable to either side of the levee.** The motion was seconded by Councilmember Hansen and **passed** by a voice vote of 4-0.

**Councilmember Monachella made a motion to remove item “c – Automobile Dealership” from the permitted uses.** The motion was seconded by Councilmember Hansen and **passed** by a voice vote of 4-0.

**Councilmember Hansen made a motion to allow item “n – Motorcycle, ATV, and similar motor vehicles dealership” as a permitted use with the similar restrictions that Chesterfield Valley Motor Sports has.** The motion was seconded by Councilmember Monachella and **passed** by a voice vote of 3-1 with Councilmember Mastorakos voting nay as she is against allowing that permitted use.

**Councilmember Monachella made a motion to remove item “u – Recreational Vehicle Dealership” from the permitted uses.** The motion was seconded by Councilmember Mastorakos and **passed** by a voice vote of 3-1 with Chair Hurt voting nay as long as there is a way to restrict the size of the vehicles.

**Councilmember Hansen made a motion to forward P.Z. 13-2022 17955, 17965, 17985, and 17995 N. Outer 40 Rd. (Gateway Studios, LLC), as amended, to City Council with a recommendation to approve.** The motion was seconded by Councilmember Monachella and **passed** by a voice vote of 4-0.

**Note: One Bill, as recommended by the Planning & Public Works Committee, will be needed for the March 21, 2023 City Council Meeting. See Bill #**

**[Please see the attached report prepared by Justin Wyse, Director of Planning, for additional information on P.Z. 13-2022 17955, 17965, 17985, and 17995 N. Outer 40 Rd. (Gateway Studios, LLC).]**

**IV. OTHER – None.**

**V. ADJOURNMENT**

The meeting adjourned at 6:17 p.m.

BILL NO. 3432

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

AN ORDINANCE OF THE CITY OF CHESTERFIELD CREATING SECTION 405.01.120 RELATED TO LICENSES, PERMITS, OR OTHER APPROVALS.

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

WHEREAS, the City desires to adopt regulations which would prevent licenses, permits, or other approvals for those that are permitting violations of Chapter 215 related to public nuisances and/or Chapter 405 related to zoning; and

WHEREAS, a Public Hearing was held before the Planning Commission on February 13, 2023; and,

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

WHEREAS, the Planning & Public Works Committee recommended approval of the following amendments; and,

WHEREAS, the City Council of the City desires to amend the Municipal Code; and,

WHEREAS, there is a companion bill, Bill No. 3420, that has been approved by the City for licenses, permits, or other approvals for those that are permitting violations of Chapter 215 related to public nuisances and/or Chapter 405 related to zoning; and

WHEREAS, the City Council believes that adopting these amended regulations benefits the health, safety, and welfare of the residents of the City.

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

Section I: Section 405.01.120 of the City of Chesterfield Zoning Code shall be adopted as follows:

- A. No natural person nor corporation shall be granted, or if already granted, renewed, a license, permit, or approval pursuant to Chapter 405 if the premises to be licensed is in violation of Chapter 215 or Chapter 405 of the City of Chesterfield Municipal Code.

B. Any license, permit, or approval that is denied pursuant to this Section may be appealed to the Board of Adjustment within ten (10) days of the date of the decision to deny the license, permit, or approval is received.

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

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

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Presiding Officer

\_\_\_\_\_  
Bob Nation, Mayor

ATTEST:

FIRST READING HELD: 03/06/2023

\_\_\_\_\_  
Vickie McGownd

# Memorandum

## Department of Planning



**To:** Michael O. Geisel, City Administrator

**From:** Justin Wyse, Director of Planning *JW*

**Date:** March 20, 2023

**RE:** **P.Z. 13-2022 17955, 17965, 17985, and 17995 N. Outer 40 Rd. (Gateway Studios, LLC)**: A request for a zoning map amendment from the “M3” Planned Industrial District to “PC” Planned Commercial District for 77.8 acres located on the north side of Outer 40 Road (17W640035, 16W320011, 16W330021, and 16W320022).

### **Summary**

Gateway Studios, LLC has submitted a request for a zoning map amendment from a “M3” Planned Industrial District to “PC” Planned Commercial District. The petitioner is requesting to rezone the property in order to have 28 permitted uses. The submittal includes a Preliminary Development Plan, narrative statement, and outboundary survey.

A Public Hearing was held on January 23, 2023 for this petition, during which the City of Chesterfield Planning Commission raised multiple issues regarding:

- Permitted uses.
- Proposed gravel parking on the properties north of the Levee trail.

These issues and the applicant’s response to each issue were discussed at the February 27, 2023 Planning Commission meeting. Planning Commission voted to approve this petition with an amendment to include a restriction within the Attachment A that the gravel parking area on the north side of the levee not to be used as a storage area associated with dealership or repair uses or for inventory. The amended motion passed by a vote of 8-0.

On March 09, 2023, the petition was brought before the Planning & Public Works Committee. A motion was made to approve with four conditions:

- Restrict Attachment A permitted uses to the area south of the Levee with the exception of item “r- parking area” which is applicable to either side of the Levee.
- Remove “Automobile Dealership and Recreational Vehicle Dealership” as a permitted use.
- Allow “Motorcycle, ATV, and similar motor vehicles dealership” as a permitted use with restrictions similar to Chesterfield Valley Motor Sports subdivision.
- Provide a means to control dust on the gravel lot.

Modifications are attached as a Greensheet Amendment. The motion to approve the petition, as amended, passed by a vote 4-0.

Attachments: Greensheet Amendment  
Legislation  
Attachment A  
Attachment B – Preliminary Development Plan



Figure 1: Subject Site Aerial



## **GREEN SHEET AMENDMENTS**

**The Planning and Public Works Committee recommended that the following changes be made to the Attachment A by a vote of 4-0:**

### **AMENDMENT 1: (Page 1 of 15)**

To add the following:

“Restrict Attachment A permitted uses to the area south of the Levee with the exception of item “r-Parking area” which is applicable to either side of the Levee.”

### **AMENDMENT 2: (Page 9 of 15)**

To provide a means to control dust on the gravel lot

Spray water to control dust on the gravel lot

### **AMENDMENT 3: (Page 1 and 2 of 15)**

Section I. Specific Criteria, A

Remove below permitted uses:

~~c. Automobile Dealership~~

~~u. Recreational Vehicle Dealership~~

### **AMENDMENT 4: (Page 1 of 15)**

Section I. Specific Criteria, A

Add the following restrictions to permitted use “n”, which are similar to Chesterfield Valley Motor Sports:

- i. Vehicles will be permitted to be displayed during business hours only.
- ii. Sight-proof fencing and /or landscaping shall be required for all storage areas, which shall be minimum of six (6) feet in height at the time of installation. Sight-proof fence shall be as approved on the Site Development Plan.
- iii. If there are parking spaces which exceed the required parking of the site as approved on the Site Development Plan, vehicles for sale and displayed in the parking area are limited to areas blocked from view of North Outer 40 Road by the building.

BILL NO. 3434

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

**AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF THE “M3” PLANNED INDUSTRIAL DISTRICT TO A “PC” PLANNED COMMERCIAL DISTRICT FOR A 77.8 ACRE TRACT OF LAND LOCATED ON THE NORTH SIDE OF OUTER 40 ROAD [P.Z. 13-2022 17955, 17965, 17985, and 17995 N. OUTER FORTY ROAD (GATEWAY STUDIOS, LLC), 17W640035, 16W320011, 16W330021, and 16W320022].**

**WHEREAS**, the petitioner, Gateway Studios, LLC, has requested a change in zoning from the “M3” Planned Industrial District to “PC” Planned Commercial District for a 77.8 acre tract of land located on the north side of Outer 40 Road; and,

**WHEREAS**, a Public Hearing was held before the Planning Commission on January 23, 2023; and,

**WHEREAS**, the Planning Commission, having considered said request, recommended approval of the change of zoning, with amendment, by a vote of 8-0; and,

**WHEREAS**, the Planning and Public Works Committee, having considered said request, recommended approval of the change of zoning, with amendments, 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 a “PC” Planned Commercial District designation for a 77.8 acre tract of land located on the north side of Outer 40 Road as described as follows:

A TRACT OF LAND BEING PART OF LOT 3 OF THE NICHOLAS MUELLER ESTATE ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2 PAGE 25 OF THE ST. LOUIS COUNTY

RECORDS, IN US. SURVEY 371, TOWNSHIP 45 NORTH, RANGE 3 EAST, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A FOUND COTTON PICKER SPINDLE LOCATED AT THE SOUTHWEST CORNER OF LOT 1 OF THE CVAC CONSOLIDATION PLAT AS RECORDED IN PLAT BOOK 359, PAGE 82 OF THE ST. LOUIS COUNTY RECORDS, SAID POINT ALSO BEING LOCATED ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 64, (AKA US. HIGHWAY 40-61), VARIABLE WIDTH; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES:

NORTH 83 DEGREES 05 MINUTES 28 SECONDS WEST, 138.18 FEET; NORTH 06 DEGREES 54 MINUTES 22 SECONDS EAST, 24.99 FEET TO A FOUND IRON ROD; NORTH 53 DEGREES 19 MINUTES 19 SECONDS WEST, 201.50 FEET TO A FOUND IRON ROD; NORTH 73 DEGREES 08 MINUTES 51 SECONDS WEST, 203.20 FEET; NORTH 88 DEGREES 51 MINUTES 59 SECONDS WEST, 100.51 FEET TO A FOUND IRON ROD; SOUTH 39 DEGREES 43 MINUTES 00 SECONDS WEST, 178.48 FEET TO A FOUND IRON ROD; NORTH 83 DEGREES 05 MINUTES 28 SECONDS WEST, 65.50 FEET TO A FOUND IRON PIPE BEING LOCATED ON A CURVE TO THE RIGHT HAVING A RADIUS OF 2,654.79 FEET AND ALONG SAID CURVE WITH AN ARC LENGTH OF 829.49 FEET AND A CHORD WHICH BEARS NORTH 74 DEGREES 06 MINUTES 29 SECONDS WEST, 826.12 FEET TO A FOUND IRON PIPE LOCATED AT THE SOUTHEAST CORNER OF A TRACT OF LAND AS CONVEYED TO ST. CHARLES SAND COMPANY AS RECORDED IN BOOK 6033 PAGE 294 OF ABOVE SAID RECORDS; THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID ST. CHARLES SAND COMPANY TRACT, NORTH 11 DEGREES 29 MINUTES 32 SECONDS WEST, 1,918.21 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND AS CONVEYED TO MONARCH FLATS, LLC AS RECORDED IN BOOK 21202, PAGE 2090 OF SAID RECORDS, SAID POINT ALSO BEING THE SOUTH TOE OF THE AGRICULTURAL LEVEE AS LOCATED IN OCTOBER 1998 BY VOLA, INC.; THENCE ALONG THE SOUTH LINES OF SAID MONARCH FLATS LLC TRACT THE FOLLOWING COURSES AND DISTANCES:

NORTH 57 DEGREES 05 MINUTES 24 SECONDS EAST, 33.18 FEET; NORTH 55 DEGREES 17 MINUTES 07 SECONDS EAST, 182.18 FEET; NORTH 62 DEGREES 46 MINUTES 07 SECONDS EAST, 170.36 FEET; NORTH 68 DEGREES 22 MINUTES 01 SECOND EAST, 117.11 FEET; NORTH 82 DEGREES 07 MINUTES 34 SECONDS EAST, 66.17 FEET; SOUTH 73 DEGREES 47 MINUTES 17 SECONDS EAST, 60.35 FEET; SOUTH 74 DEGREES 33 MINUTES 52 SECONDS EAST, 130.98 FEET; SOUTH 81 DEGREES 14 MINUTES 51 SECONDS EAST, 25.90 FEET; SOUTH 81 DEGREES 05 MINUTES 17 SECONDS EAST, 29.90 FEET; SOUTH 73 DEGREES 08 MINUTES 38 SECONDS EAST, 282.86 FEET; SOUTH 86 DEGREES 18 MINUTES 31 SECONDS EAST, 40.04 FEET; NORTH 39 DEGREES 22 MINUTES 50 SECONDS EAST, 35.87 FEET; NORTH 31 DEGREES 54 MINUTES 06 SECONDS EAST, 301.56 FEET; NORTH 41 DEGREES 24 MINUTES 58 SECONDS EAST, 55.39 FEET AND NORTH 56 DEGREES 39 MINUTES 15 SECONDS EAST, 155.70 FEET TO THE WEST LINE OF A TRACT OF LAND AS CONVEYED TO THE CITY OF CHESTERFIELD, BY INSTRUMENT RECORDED IN BOOK 17745, PAGE 5607 OF ABOVE SAID RECORDS; THENCE ALONG SAID WEST LINE AND THE WEST LINE OF ABOVE SAID CVAC CONSOLIDATION PLAT, SOUTH 11 DEGREES 19 MINUTES 32 SECONDS EAST, 2,771.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,390,081 SQUARE FEET OR 77.826 ACRES MORE OR LESS ACCORDING TO CALCULATIONS PERFORMED BY STOCK & ASSOCIATES CONSULTING ENGINEERS, INC ON NOVEMBER 08, 2022.

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

**Section 3.** The City Council, pursuant to the petition filed by Gateway Studios, LLC, in P.Z. 13-2022, requesting the rezoning embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 23<sup>rd</sup> day of January, 2023, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield

under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

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

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
Bob Nation, MAYOR

ATTEST:

\_\_\_\_\_  
Vickie McGownd, CITY CLERK

FIRST READING HELD: 03/20/2023

## ATTACHMENT A

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

### **I. SPECIFIC CRITERIA**

#### **A. PERMITTED USES**

1. The uses allowed in this PC District shall be:
  - a. Auditorium
  - b. Art Gallery, Art Studio
  - c. Automobile Dealership
  - d. Banquet Facility
  - e. Bakery
  - f. Bar
  - g. Brewpub
  - h. Coffee shop
  - i. Commercial service facility
  - j. Film drop-off and pick up stations
  - k. Film processing plant
  - l. Financial Institution, No Drive-Thru
  - m. Gymnasium
  - n. Motorcycle, ATV, and similar motor vehicles dealership
  - o. Office-Dental
  - p. Office-General
  - q. Office-Medical

- r. Parking area (stand-alone), including garages, for automobiles. Not including sales or storage of damaged vehicles for more than 72 hours
  - s. Professional and technical service facility
  - t. Recreational Facility
  - u. Recreational Vehicle Dealership
  - v. Restaurant-Sit Down
  - w. Restaurant – Fast Food, No Drive Thru
  - x. Restaurant – Take Out
  - y. Retail Sales Establishment – Community
  - z. Retail Sales Establishment – Neighborhood
  - aa. Theater, indoor
  - bb. Theater, outdoor
2. Hours of Operation.
- a. Uses “y” and “z” listed above will be subject to hours of operation for the public from 6:00 AM to 11:00 PM.

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

- 1. Any improvements North of the Levee Trail shall substantially conform with the preliminary development plan.
- 2. Below are the structure requirements for the South side of the existing Levee Trail measured from the Levee toe/property line described in the survey.
  - a. Height  
The maximum height of the building, structures, and screening of roof mechanical units shall not exceed sixty-five (65.0) feet.
  - b. Building Requirements  
A minimum of thirty-five percent (35%) openspace is required for each lot within this development. In the event that parcels include areas on both the north and south side of the existing Levee Trail, areas south of the Levee Trail shall contain a minimum of 35% open space as measured from the

south line of the 15' wide Hiking and Biking Trail Easement, as recorded in BK. 20217 Pgs. 2144-2203.

- c. This development shall have a maximum F.A.R. of fifty-five hundredths (0.55).

### **C. SETBACKS**

Structure requirements are for properties south of the existing Levee Trail measured from Levee toe or property line as shown in the survey as exhibit B.

#### **1. Structure Setbacks**

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

- a) Thirty (30) feet from the right-of-way of N. Outer Forty Road on the South boundary of the Planned Commercial (PC) District.
- b) The south line of the Levee Easements as recorded in DB. 10348, Pg. 306 & DB. 10524, Pg. 1708.
- c) Thirty-five (35) feet from the east and west boundary of the Planned Commercial (PC) District.

#### **2. Parking Setbacks for properties on the south side of the existing Levee Trail measured from Levee toe/ property line as shown in the exhibit B.**

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

- a) Thirty (30) feet from the right-of-way of N. Outer Forty Road.
- b) The south line of the Levee Easements as recorded in DB. 10348, Pg. 306 & DB. 10524, Pg. 1708.
- c) Twenty-five (25) feet from the east and west boundary of this Planned Commercial District.
- d) One hundred twenty (120) feet from the north line of the 15.0' wide hiking and biking trail easement, as recorded in Bk. 20217 Pgs. 2144-2203

### **D. PARKING AND LOADING REQUIREMENTS**

1. Parking and loading spaces for this development will be as required in the City of Chesterfield Code.



2. Provide adequate temporary off-street parking for construction employees. Parking on non-surfaced areas shall be prohibited in order to eliminate the condition whereby mud from construction and employee vehicles is tracked onto the pavement causing hazardous roadway and driving conditions.
3. No construction related parking shall be permitted within right of way or on any existing roadways or on City property at the Chesterfield Valley Athletic Complex and parking area north of the levee. All construction related parking shall be confined to the development.
4. Parking lots shall not be used as streets.

#### **E. LANDSCAPE AND TREE REQUIREMENTS**

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

#### **F. SIGN REQUIREMENTS**

1. Signs shall be permitted in accordance with the regulations of the City of Chesterfield Code or a Sign Package may be submitted for the planned district. Sign Packages shall adhere to the City Code and are reviewed and approved by the City of Chesterfield Planning Commission.
2. Ornamental Entrance Monument construction, if proposed, shall be reviewed by the City of Chesterfield, and/or the St. Louis County Department of Highways and Traffic (or MoDOT), for sight distance considerations prior to installation or construction.

#### **G. LIGHT REQUIREMENTS**

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

#### **H. ARCHITECTURAL**

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

#### **I. ACCESS/ACCESS MANAGEMENT**

1. Access to the development shall be as shown on the Preliminary Site Plan and adequate sight distance shall be provided, as directed by the City of Chesterfield, the Missouri Department of Transportation and St. Louis County Department of Transportation, as applicable.
2. If adequate sight distance cannot be provided at the access location(s), acquisition of right-of-way, reconstruction of pavement and other off-site improvements may be required to provide the required sight distance as required by the City of Chesterfield and the agency in control of the right of way off which the access is proposed.
3. Cross access shall be provided to the adjoining properties to the east, west and north as directed by the City of Chesterfield and a cross-access/maintenance agreement shall be executed by the City and property owner regarding the existing shared access drive prior to issuance of permits.
4. Access to Missouri Department of Transportation (MoDOT) road right-of-way and improvements within MoDOT road right-of-way (N. Outer 40 Road) shall be as directed by MoDOT.
5. All entrances are subject to sight distance review and will need to be staked for MoDOT for review.

**J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION**

1. Any request to install a gate at the entrance to this development must be approved by the City of Chesterfield and the agency in control of the right-of-way off of which the entrance is constructed. No gate installation will be permitted on public right-of-way.
2. If a gate is installed on a street in this development, the streets within the development, or that portion of the development that is gated, shall be private and remain private forever.
3. Obtain approvals from the City of Chesterfield, MoDOT, and the St. Louis County Department of Transportation and other entities as necessary for locations of proposed curb cuts and access points, areas of new dedication, and roadway improvements.
4. Provide street connections to the adjoining properties as directed by the City of Chesterfield.
5. Additional right-of-way and road improvements shall be provided, as required by MoDOT and the City of Chesterfield.
6. Any work in MoDOT right-of-way will require separate permit from MoDOT.

7. Any water taps in MoDOT right of way will require separate permit issued to the plumber/contractor doing the work.
8. Pedestrian improvements and connections to and/or across the Levee Trail will require review and approval of the City of Chesterfield and Monarch Chesterfield Levee District.
9. The existing shared access drive shall be evaluated and improved, if necessary, as directed by the City of Chesterfield, to meet the City's existing needs and the increased traffic demand resulting from the development.
10. The existing portion of the Levee Trail at the road crossing shall be reviewed and improved, if necessary, as directed by the City of Chesterfield to meet the City's existing needs and the increased traffic demand resulting from the development.

#### **K. TRAFFIC STUDY**

1. Provide a traffic study as directed by the City of Chesterfield and/or St. Louis County Department of Transportation. The scope of the study shall include internal and external circulation and may be limited to site specific impacts, such as the need for additional lanes, entrance configuration, geometrics, sight distance, traffic signal modifications or other improvements required, as long as the density of the proposed development falls within the parameters of the City's traffic model. Should the density be other than the density assumed in the model, regional issues shall be addressed as directed by the City of Chesterfield.
2. Provide a sight distance evaluation report, as required by the City of Chesterfield, for the proposed entrance onto N. Outer 40 Road. If adequate sight distance cannot be provided at the access location, acquisition of right-of-way, reconstruction of pavement, including correction to the vertical alignment, and/or other off-site improvements shall be required, as directed by the City of Chesterfield and/or the Missouri Department of Transportation.
3. The access to the roundabout on North Outer 40 will require a Traffic Impact Study (TIS). Developer should schedule a scoping meeting with MoDOT and the City of Chesterfield to discuss the TIS.

#### **L. MONARCH-CHESTERFIELD LEVEE DISTRICT**

1. All development improvements shall be above the net seepage berm section. Geotechnical seepage analyses shall be submitted to demonstrate no adverse effect to the flood protection system from all proposed improvements.

## **M. POWER OF REVIEW**

Either Councilmember of the Ward where a development is proposed or the Mayor may request that the plan for a development be reviewed and approved by the entire City Council. This request must be made no later than Seventy-two (72) hours after Planning Commission review. The City Council will then take appropriate action relative to the proposal. The plan for a development, for purposes of this section, may include the site development plan, site development section plan, site development concept plan, landscape plan, lighting plans, architectural elevations, sign package or any amendment thereto.

## **N. STORM WATER**

1. The site shall provide for the positive drainage of storm water. Stormwater from the portion of the site south of the levee shall follow into the Chesterfield Valley Storm Water Master system and ultimately along North Outer 40 Road to Pump Station 4. Off site improvements may be required to ensure adequate positive drainage from this development to Pump Station 4.
2. Detention/retention and channel protection measures are to be provided in each watershed as required by the Metropolitan St. Louis Sewer District and Monarch Chesterfield Levee District. The storm water management facilities shall be operational prior to paving of any driveways or parking areas. The location and types of storm water management facilities shall be identified on the Site Development Plan(s).
3. Provide stormwater management facilities as required by the City of Chesterfield, the Metropolitan St. Louis Sewer District, and the Monarch-Chesterfield Levee District. The location and types of stormwater management facilities shall be identified on all Site Development Plans.
4. Emergency overflow drainage ways to accommodate runoff from the 100-year storm event shall be provided for all storm sewers, as directed by the Monarch Chesterfield Levee District, Metropolitan St. Louis Sewer District, and the City of Chesterfield.
5. Offsite storm water shall be picked up and piped to an adequate natural discharge point. Such bypass systems must be adequately designed.
6. Locations of site features such as lakes and detention ponds must be approved by the City of Chesterfield, Monarch Chesterfield Levee District, and the Metropolitan Saint Louis Sewer District.
7. All Chesterfield Valley Master Storm Water Plan improvements, as applicable, shall be operational prior to the paving of any driveways or parking areas unless otherwise approved.

## **O. SANITARY SEWER**

1. Easements will be required to allow for future public sewer extensions to adjacent tracts.
2. If sanitary service is proposed on the river side of the levee, the system would need to be designed as to minimize infiltration during a high water event.
3. Projects that affect wetland or waters of the United States will likely be accompanied by an additional assessment of the feature as required by the U.S. Army Corp of Engineers and/or Missouri Department of Natural Resources under the Clean Water Act section 401/404 permitting requirements. MSD may require documentation that the project has satisfied 401/404 permitting requirements prior to plan approval, or documentation that the activities are exempt.
4. The project is subject to the Caulk Creek Surcharge.
5. Sanitary sewers shall be as approved by the City of Chesterfield and the Metropolitan St. Louis Sewer District

## **P. GEOTECHNICAL REPORT**

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

## **R. MISCELLANEOUS**

1. All utilities will be installed underground.
2. An opportunity for recycling will be provided. All provisions of Chapter 25, Article VII, and Section 25-122 thru Section 25-126 of the City Code shall be required where applicable.
3. Prior to record plat approval, the developer shall cause, at his expense and prior to the recording of any plat, the reestablishment, restoration or appropriate witnessing of all Corners of the United States Public Land Survey located within, or which define or lie upon, the out boundaries of the subject tract in accordance with the Missouri Minimum Standards relating to the preservation and maintenance of the United States Public Land Survey Corners, as necessary.

4. The retaining walls along public right of way shall be private and remain private forever and shall be located such that it is not necessary to support any public improvements.
5. Road improvements and right-of-way dedication shall be completed prior to the issuance of an occupancy permit. If development phasing is anticipated, the developer shall complete road improvements, right-of-way dedication, and access requirements for each phase of development as directed by the City of Chesterfield and Saint Louis County Department of Highways and Traffic. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.
6. If any development in, or alteration of, the floodplain is proposed, the developer shall submit a Floodplain Study, No-Rise Certification, and/or Floodplain Development Permit/Application, as necessary, to the City of Chesterfield for approval. The Floodplain Study must be approved by the City of Chesterfield prior to the approval of the Site Development Plan, as directed. The Floodplain Development Permit must be approved prior to the approval of a grading permit or improvement plans. If any change in the location of the Special Flood Hazard Area is proposed, the Developer shall be required to obtain a Letter of Map Revision (LOMR) from the Federal Emergency Management Agency. The LOMR must be issued by FEMA prior to the final release of any escrow held by the City of Chesterfield for improvements in the development. Elevation Certificates will be required for any structures within the Special Flood Hazard Area or the Supplemental Protection Area. All new roads within and adjacent to this site shall be constructed at least one (1) foot above the base flood elevation of the Special Flood Hazard Area. Improvements to existing roadways shall be required as necessary to provide at least one access route to each lot that is at least one (1) foot above the base flood elevation. Consult Chapter 405, Article 5 of Chesterfield City Code for specific requirements.
7. Gravel parking is allowed on the properties north of the existing levee trail.
8. Gravel parking area on the North side of the Levee not to be used as a storage area associated with dealership or repair uses or for inventory.

## **II. TIME PERIOD FOR SUBMITTAL OF SITE DEVELOPMENT CONCEPT PLANS AND SITE DEVELOPMENT PLANS**

- A.** The developer shall submit a concept plan within eighteen (18) months of City Council approval of the change of zoning.
- B.** In lieu of submitting a Site Development Concept Plan and Site Development Section Plans, the petitioner may submit a Site Development Plan for the entire

development within eighteen (18) months of the date of approval of the change of zoning by the City.

- C. Failure to comply with these submittal requirements will result in the expiration of the change of zoning and will require a new public hearing.
- D. Said Plan shall be submitted in accordance with the combined requirements for Site Development Section and Concept Plans. The submission of Amended Site Development Plans by sections of this project to the Planning Commission shall be permitted if this option is utilized.
- E. Where due cause is shown by the developer, the City Council may extend the period to submit a Site Development Concept Plan or Site Development Plan for eighteen (18) months.

### **III. COMMENCEMENT OF CONSTRUCTION**

- A. Substantial construction shall commence within two (2) years of approval of the Site Development Concept Plan or Site Development Plan, unless otherwise authorized by ordinance.
- B. Where due cause is shown by the developer, the City Council may extend the period to commence construction for two (2) additional years.

### **IV. GENERAL CRITERIA**

#### **A. SITE DEVELOPMENT CONCEPT PLAN**

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

#### **B. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS**

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

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



17. Depict existing and proposed contours at intervals of not more than one (1) foot, and extending 150 feet beyond the limits of the site as directed.
18. Address trees and landscaping in accordance with the City of Chesterfield Code.
19. Comply with all preliminary plat requirements of the City of Chesterfield Subdivision Regulations per the City of Chesterfield Code.
20. Signed and sealed in conformance with the State of Missouri Department of Economic Development, Division of Professional Registration, Missouri Board for Architects, Professional Engineers and Land Surveyors requirements.
21. Provide comments/approvals from the appropriate Fire District, Monarch Levee District, Spirit of St. Louis Airport, Metropolitan St. Louis Sewer District (MSD) and the Missouri Department of Transportation.
22. Compliance with Sky Exposure Plane.
23. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

## **V. TRUST FUND CONTRIBUTION**

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

### **A. ROADS**

The roadway improvement contribution is based on land and building use. The roadway contributions are necessary to help defray the cost of engineering, right-of-way acquisition, and major roadway construction in accordance with the Chesterfield Valley Road Improvement Plan on file with the St. Louis County Department of Highways and Traffic. The developer shall be required to contribute a Traffic Generation Assessment (TGA) to the Chesterfield Valley Trust Fund (No. 556). This contribution shall not exceed an amount established by multiplying the required parking spaces by the following rate schedule:

Type of Development

Required Contribution

General Retail	\$2,477.85/parking space
General Office	\$825.90/parking space
Medical Office	\$2477.85/parking space

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

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

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

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

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

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

## **B. WATER MAIN**

The primary water line contribution is based on gross acreage of the development land area. The contribution shall be the sum of \$996.57 per acre for the total area as approved on the Site Development Plan to be used solely to help defray the cost of constructing the primary water line serving the Chesterfield Valley area.

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

## **C. STORM WATER**

The storm water contribution is based on gross acreage of the development land area. These funds are necessary to help defray the cost of engineering and construction improvements for the collection and disposal of storm water from the Chesterfield Valley in accordance with the Master Plan on file with and jointly approved by Saint Louis County and the Metropolitan Saint Louis Sewer District. The amount of the storm water contribution will be computed based on \$3,161.89 per acre for the total area as approved on the Site Development Plan.

The storm water contributions to the Trust Fund shall be deposited with the Saint Louis County Department of Transportation. The deposit shall be made prior to the issuance of a Special Use Permit (S.U.P) by Saint Louis County Department of Transportation or prior to the issuance of building permits in the case where no Special Use Permit is required. Funds shall be payable to Treasurer, Saint Louis County.

#### **D. SANITARY SEWER**

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

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

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

#### **VI. RECORDING**

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

#### **VII. ENFORCEMENT**

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

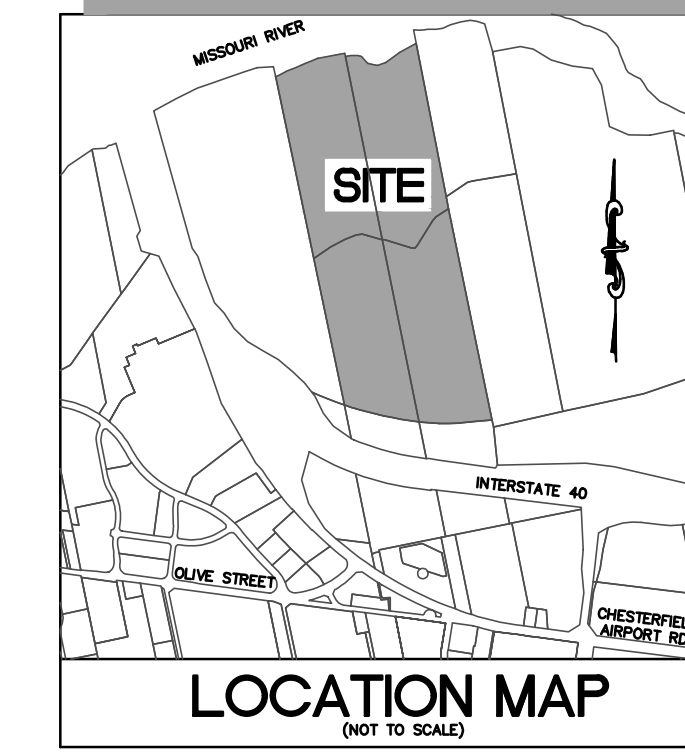
- C.** Non-compliance with the specific requirements and conditions set forth in this Ordinance and its attached conditions or other Ordinances of the City of Chesterfield shall constitute an ordinance violation, subject, but not limited to, the penalty provisions as set forth in the City of Chesterfield Code.
- D.** Waiver of Notice of Violation per the City of Chesterfield Code.
- E.** This document shall be read as a whole and any inconsistency to be integrated to carry out the overall intent of this Attachment A.

DRAFT

# PRELIMINARY DEVELOPMENT PLAN

A TRACT OF LAND BEING PART OF LOT 3 OF THE NICHOLAS MUELLER ESTATE ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2 PAGE 25 OF THE ST. LOUIS COUNTY RECORDS, IN U.S. SURVEY 371, TOWNSHIP 45 NORTH, RANGE 3 EAST, ST. LOUIS COUNTY, MISSOURI

## GATEWAY STUDIOS



### SITE INFORMATION

**OWNER:** MONARCH CHESTERFIELD LEVEE DISTRICT  
**OWNER UNDER CONTRACT:** J2 MANAGEMENT GROUP, LLC  
**ADDRESS:** 17955, 17965, 17985, & 17995 N. OUTER 40 RD CHESTERFIELD, MO 63005  
**EXISTING ZONING:** "M3" - PLANNED INDUSTRIAL  
**PROPOSED ZONING:** "PC" PLANNED COMMERCIAL  
**LOCATOR NO.:** 17W640035, 16W320011, 16W330021, 16W330022  
**FIRE DISTRICT:** MONARCH FIRE PROTECTION DISTRICT  
**SCHOOL DISTRICT:** ROCKWOOD  
**SEWER DISTRICT:** METROPOLITAN ST. LOUIS SEWER DIST.  
**WATER SHED:** MISSOURI RIVER  
**FEMA MAP:** 29189C0145K (11/16/2017)  
**ELECTRIC COMPANY:** AMEREN UE  
**GAS COMPANY:** SPIRE INC.  
**PHONE COMPANY:** AT&T  
**WATER COMPANY:** MISSOURI AMERICAN WATER COMPANY

### ST. LOUIS COUNTY BENCHMARK

**BENCHMARK#12507**  
NAVD88 Elev = 461.00  
Standard DNR aluminum disk stamped SL-38A situated in grassy area south of Chesterfield Airport Road and east of Chesterfield Industrial Boulevard, north of a bank addressed as #100 Chesterfield Industrial Boulevard; roughly 48 feet south of the centerline of Chesterfield Airport road, 78 feet east of the centerline of Chesterfield Industrial Boulevard, and 40.8 feet northeast of the northwest corner of the subdivision entrance monument for Chesterfield Industrial Park.

### SITE BENCHMARK

ELEV = 465.84  
FIND CUT CROSS ON EASTERN MEDIAN ISLAND OF ROUNDABOUT AS SHOWN HEREON.

### CONTRACTOR'S INSURANCE REQUIREMENTS

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

### UTILITY NOTE

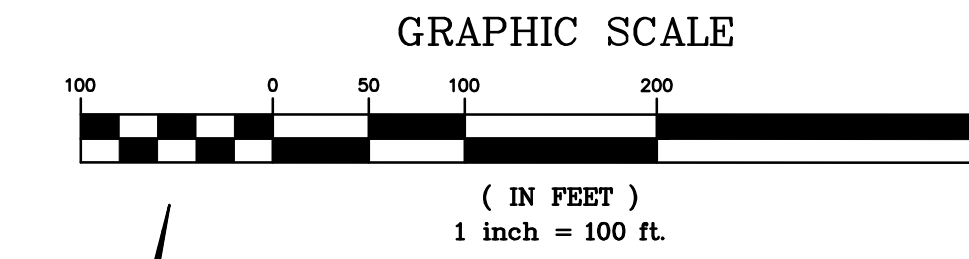
UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS AND INFORMATION, AND THEREFORE DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NON-EXISTENCE, SIZE, TYPE, NUMBER, OR LOCATION OF THESE FACILITIES, STRUCTURES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE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

### ABBREVIATIONS

ATG	ADJUST TO GRADE
B.C.	BACK OF CURB
C.O.	CLEANOUT
DB.	DEED BOOK
E.	ELECTRIC
ELEV.	ELEVATION
EX.	EXISTING
F.C.	FACE OF CURB
FL.	FLOWLINE
FT.	FEET
FND.	FOUND
FR.	GAS
H.W.	HIGH WATER
LFB	LOW FLOW BLOCKED
N.H.	MANHOLE
N/O.	NOW OR FORMERLY
P.B.	PLAT BOOK
P.G.	PAGE
PR.	PROPOSED
P.V.C.	POLYVINYL CHLORIDE PIPE
R.C.P.	REINFORCED CONCRETE PIPE
R/W.	RIGHT-OF-WAY
SG.	SQUARE
T.	TELEPHONE CABLE
T.B.A.	TO BE ABANDONED
T.B.R.	TO BE REMOVED
T.B.R.R.	TO BE REMOVED AND REPLACED
TYP.	TYPICALLY
U.I.P.	USE IN PLACE
U.O.N.	UNLESS OTHERWISE NOTED
V.C.P.	VITRIFIED CLAY PIPE
W.	WATER
(86"W)	RIGHT-OF-WAY WIDTH

### LEGEND

	EXISTING SANITARY SEWER
	EXISTING STORM SEWER
	EXISTING TREE
	EXISTING BUILDING
	EXISTING CONTOUR
	SPOT ELEVATION
	EXISTING UTILITIES
	SET IRON PIPE
	FOUND CROSS
	FOUND STONE
	FIRE HYDRANT
	LIGHT STANDARD
	BUSH
	SIGN
	NOTES PARKING SPACES
	GUY WIRE
	POWER POLE
	WATER VALVE
	IDENTITIES RECORD INFORMATION
	ACCESSIBLE PARKING
	PROPOSED CONTOUR
	PROPOSED SPOT
	PROPOSED SANITARY



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

**OPEN SPACE:**  
MINIMUM 35.0% OPEN SPACE FOR EACH LOT. OPEN SPACE SHALL BE CALCULATED FROM THE SOUTH LINE OF THE 15' WIDE HIKING AND BIKING TRAIL EASEMENT, AS RECORDED IN BK. 20217, PGS. 2144-2203.

**HEIGHT:**  
A MAXIMUM HEIGHT OF 65.0' FEET

**BUILDING AND PARKING SETBACKS**  
STRUCTURE SETBACKS:

- THIRTY (30) FEET FROM NORTH OUTER FORTY ROAD RIGHT-OF-WAY
  - THE SOUTH LINE OF LEVEE EASEMENTS AS RECORDED IN BK. 10348, PG. 306 & DB.10524, PG. 1708.
  - THIRTY-FIVE (35) FEET FROM EAST AND WEST BOUNDARY OF THIS PLANNED COMMERCIAL DISTRICT
- PARKING SETBACKS:
- THIRTY (30) FEET FROM NORTH OUTER FORTY ROAD RIGHT-OF-WAY
  - THE SOUTH LINE OF THE LEVEE EASEMENTS AS RECORDED IN BK. 10348, PG. 306 & DB.10524, PG. 1708.
  - TWENTY-FIVE (25) FEET FROM EAST AND WEST BOUNDARY OF THIS PLANNED COMMERCIAL DISTRICT
  - ONE HUNDRED TWENTY (120) FEET FROM THE NORTH LINE OF THE 15' WIDE HIKING AND BIKING TRAIL EASEMENT, AS RECORDED IN BK. 20217, PGS. 2144-2203
  - SIX HUNDRED TWENTY (620) FEET FROM THE NORTH LINE OF THE 15' WIDE HIKING AND BIKING TRAIL EASEMENT, AS RECORDED IN BK. 20217, PGS. 2144-2203

### GENERAL NOTES

- BOUNDARY AND TOPOGRAPHIC SURVEY BY STOCK & ASSOCIATES CONSULTING ENGINEERS, INC.
- ALL UTILITIES SHOWN HAVE BEEN LOCATED BY THE ENGINEER FROM AVAILABLE RECORDS. THEIR LOCATION SHOULD BE CONSIDERED APPROXIMATE. THE CONTRACTOR HAS THE RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES, PRIOR TO CONSTRUCTION, TO HAVE EXISTING UTILITIES FIELD LOCATED.
- NO GRADE SHALL EXCEED 3:1 SLOPE.
- GRADING AND STORM WATER PER M.S.D., MODOT, ST. LOUIS COUNTY, THE CITY OF CHESTERFIELD AND THE MONARCH CHESTERFIELD LEVEE DISTRICT.
- STORMWATER SHALL BE DISCHARGED AT ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE DISCHARGE POINTS.
- ALL UTILITIES WILL BE INSTALLED UNDERGROUND.
- SITE DEVELOPMENT SHALL BE IN ACCORDANCE WITH RECOMMENDATIONS AS OUTLINED IN THE GEOTECHNICAL REPORT AND ALL ITS SUPPLEMENTAL PROVISIONS AND ADDENDUMS.
- SIGNAGE APPROVAL IS A SEPARATE PROCESS.
- THE CONTROLLING REGULATORY FLOORPLAN ELEVATION FOR THIS SITE IS THE 100-YEAR HIGH WATER ELEVATION OF 459.17 IN ACCORDANCE WITH THE CHESTERFIELD VALLEY STORMWATER MASTER PLAN.

### ST. LOUIS COUNTY STANDARD NOTES

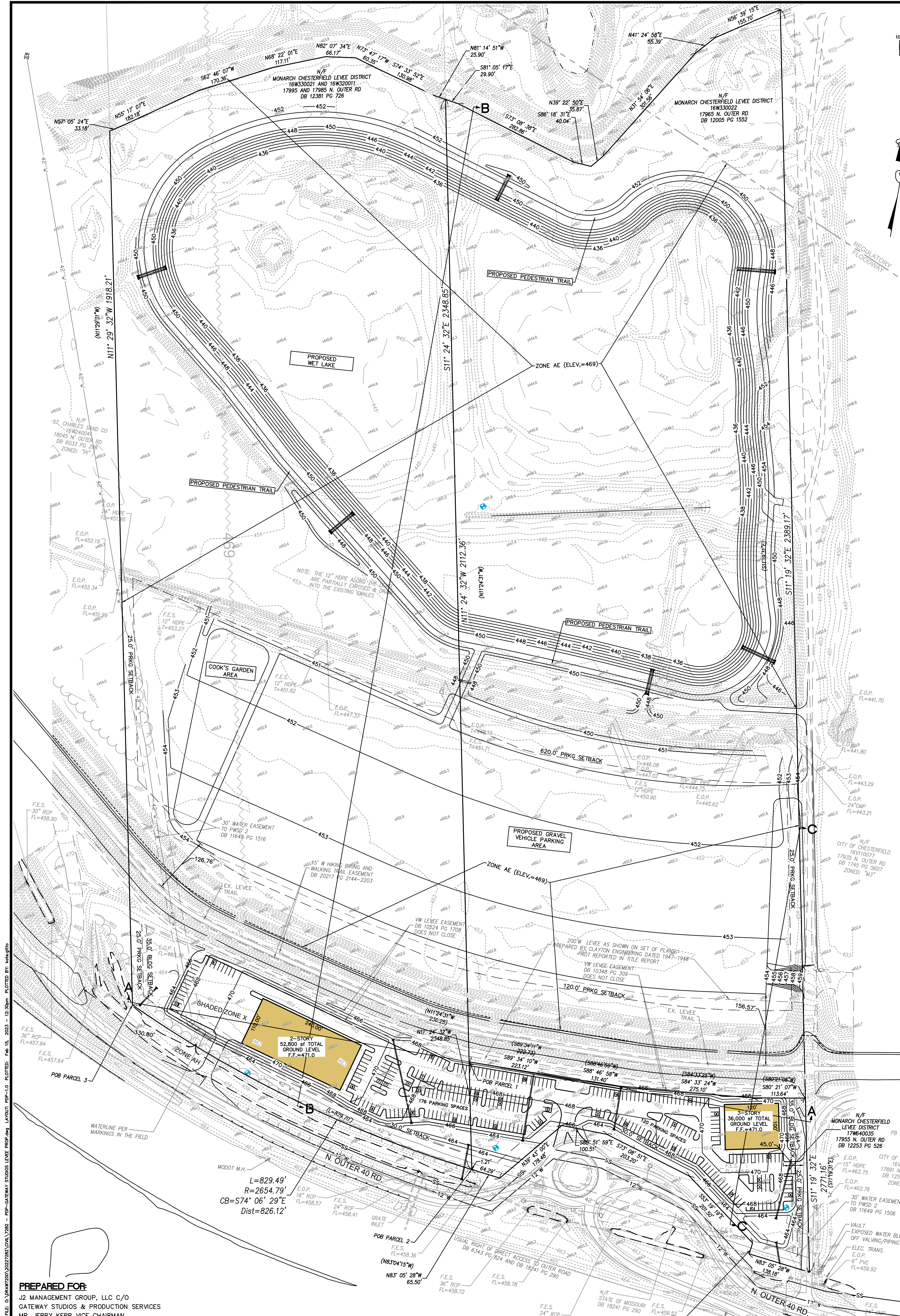
- ALL PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED TO ST. LOUIS COUNTY STANDARDS.
- NO SLOPES WITHIN ST. LOUIS COUNTY RIGHT-OF-WAY SHALL EXCEED 3 (HORIZONTAL) TO 1 (VERTICAL).
- STORM WATER SHALL BE DISCHARGED AT AN ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE DISCHARGE POINTS.
- ALL PROPOSED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

### LEGAL DESCRIPTION

A TRACT OF LAND BEING PART OF LOT 3 OF THE NICHOLAS MUELLER ESTATE ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2 PAGE 25 OF THE ST. LOUIS COUNTY RECORDS, IN U.S. SURVEY 371, TOWNSHIP 45 NORTH, RANGE 3 EAST, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A FOUND COTTON PICKER SPINDLE LOCATED AT THE SOUTHWEST CORNER OF LOT 1 OF THE CVAC CONSOLIDATION PLAT AS RECORDED IN PLAT BOOK 359, PAGE 82 OF THE ST. LOUIS COUNTY RECORDS, SAID POINT ALSO BEING LOCATED ON THE NORTHERN RIGHT-OF-WAY LINE OF INTERSTATE 64, (AKA U.S. HIGHWAY 40-81), VARIABLE WIDTH; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 83 DEGREES 05 MINUTES 28 SECONDS WEST, 138.18 FEET; NORTH 06 DEGREES 54 MINUTES 22 SECONDS EAST, 24.99 FEET TO A FOUND IRON ROD; NORTH 53 DEGREES 19 MINUTES 19 SECONDS WEST, 201.50 FEET TO A FOUND IRON ROD; NORTH 73 DEGREES 08 MINUTES 51 SECONDS WEST, 203.20 FEET; NORTH 88 DEGREES 51 MINUTES 59 SECONDS WEST, 100.51 FEET TO A FOUND IRON ROD; SOUTH 39 DEGREES 43 MINUTES 00 SECONDS WEST, 178.48 FEET TO A FOUND IRON ROD; NORTH 63 DEGREES 05 MINUTES 28 SECONDS WEST, 60.20 FEET TO A FOUND IRON PIPE BEING LOCATED ON A CURVE TO THE RIGHT HAVING A RADIUS OF 2,854.79 FEET AND ALONG SAID CURVE WITH AN ARC LENGTH OF 959.49 FEET AND A CHORD WHICH BEARS NORTH 74 DEGREES 06 MINUTES 29 SECONDS WEST, 820.12 FEET TO A FOUND IRON PIPE LOCATED AT THE SOUTHWEST CORNER OF A TRACT OF LAND AS CONVEYED TO ST. CHARLES SAND COMPANY AS RECORDED IN BOOK 6033 PAGE 294 OF ABOVE SAID RECORDS; THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID ST. CHARLES SAND COMPANY TRACT, NORTH 11 DEGREES 29 MINUTES 32 SECONDS WEST, 1,818.21 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND AS CONVEYED TO MONARCH FLATS, LLC AS RECORDED IN BOOK 21202, PAGE 2090 OF SAID RECORDS; SAID POINT ALSO BEING THE SOUTH 1/2 OF THE AGRICULTURAL LEVÉE AS LOCATED IN OCTOBER 1998 BY YOLA, INC.; THENCE ALONG THE SOUTH LINES OF SAID MONARCH FLATS, LLC TRACT THE FOLLOWING COURSES AND DISTANCES: NORTH 07 DEGREES 05 MINUTES 24 SECONDS EAST, 33.18 FEET; NORTH 53 DEGREES 17 MINUTES 07 SECONDS EAST, 152.18 FEET; NORTH 82 DEGREES 46 MINUTES 07 SECONDS EAST, 170.38 FEET; NORTH 88 DEGREES 22 MINUTES 01 SECOND EAST, 117.11 FEET; NORTH 82 DEGREES 07 MINUTES 34 SECONDS EAST, 66.17 FEET; SOUTH 73 DEGREES 47 MINUTES 17 SECONDS EAST, 60.35 FEET; SOUTH 74 DEGREES 33 MINUTES 32 SECONDS EAST, 130.98 FEET; SOUTH 81 DEGREES 14 MINUTES 51 SECONDS EAST, 25.90 FEET; SOUTH 81 DEGREES 05 MINUTES 17 SECONDS EAST, 29.90 FEET; SOUTH 73 DEGREES 08 MINUTES 38 SECONDS EAST, 282.86 FEET; SOUTH 86 DEGREES 19 MINUTES 31 SECONDS EAST, 40.04 FEET; NORTH 39 DEGREES 22 MINUTES 50 SECONDS EAST, 35.87 FEET; NORTH 31 DEGREES 54 MINUTES 08 SECONDS EAST, 301.58 FEET; NORTH 41 DEGREES 24 MINUTES 58 SECONDS EAST, 52.39 FEET AND NORTH 58 DEGREES 39 MINUTES 15 SECONDS EAST, 155.70 FEET TO THE WEST LINE OF A TRACT OF LAND AS CONVEYED TO THE CITY OF CHESTERFIELD, BY INSTRUMENT RECORDED IN BOOK 17745, PAGE 5407 OF ABOVE SAID RECORDS; THENCE ALONG SAID WEST LINE AND THE WEST LINE OF ABOVE SAID CVAC CONSOLIDATION PLAT, SOUTH 11 DEGREES 19 MINUTES 32 SECONDS EAST, 2,771.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,390,081 SQUARE FEET OR 77.826 ACRES MORE OR LESS ACCORDING TO CALCULATIONS PERFORMED BY STOCK & ASSOCIATES CONSULTING ENGINEERS, INC ON NOVEMBER 08, 2022



PREPARED FOR:  
J2 MANAGEMENT GROUP, LLC C/O  
GATEWAY STUDIOS & PRODUCTION SERVICES  
MR. JERRY KERR VICE CHAIRMAN  
PHONE: (855) 332-4777

PREPARED BY:  
**STOCK & ASSOCIATES**  
Consulting Engineers, Inc.  
257 Chesterfield Business Parkway  
St. Louis, MO 63103  
TEL: (636) 930-9000  
FAX: (636) 930-9000  
E-mail: general@stockassoc.com  
Web: www.stockassoc.com

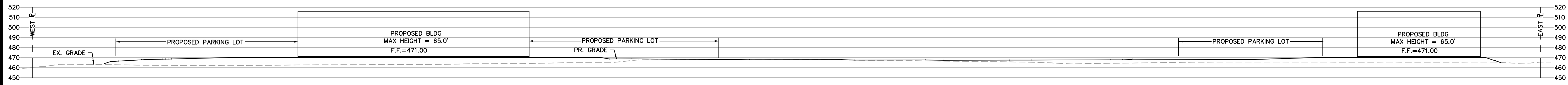
PRELIMINARY DEVELOPMENT PLAN FOR:  
**GATEWAY STUDIOS**  
17955, 17965, 17985 & 17995 N. OUTER FORTY ROAD  
CHESTERFIELD, MISSOURI 63005

DATE: 2/15/2023  
GEORGE M. STOOK  
REGISTERED PROFESSIONAL ENGINEER  
NUMBER: PK-52116

REVISIONS:  
1. 2023-01-10 CITY  
2. 2023-02-07 CITY  
3. 2023-02-15 CITY

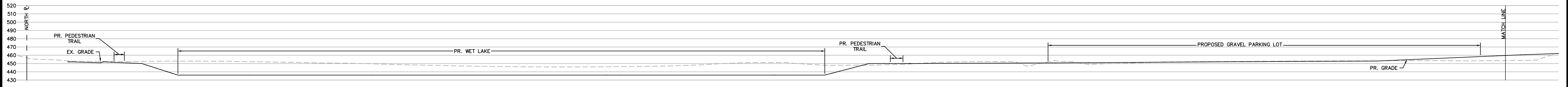
DRAWN BY: K.S.G. CHECKED BY: G.M.S.  
DATE: 12/5/2022 JOB NO: 2022-7282  
SCALE: 1" = 40' SHEET NO: 16V  
ELEC. REF # - NET SUP # -  
M.D.A.R. # -  
SHEET TITLE:  
**PRELIMINARY DEVELOPMENT PLAN**  
SHEET NO.: PDP-1.0

SECTION A - A PROFILE

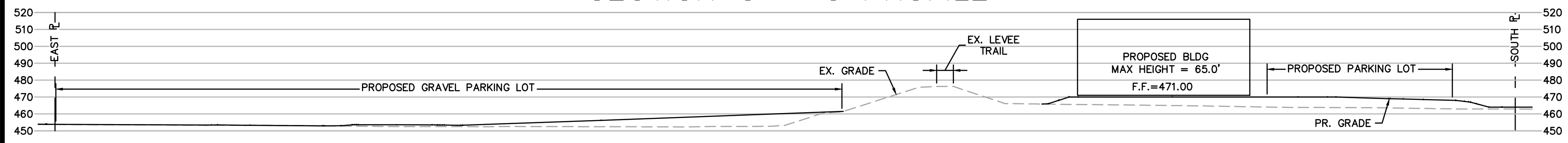


**SECTIONS**  
SCALE: HORIZ: 1"=50'  
VERT: 1"=50'

SECTION B - B PROFILE



SECTION C - C PROFILE



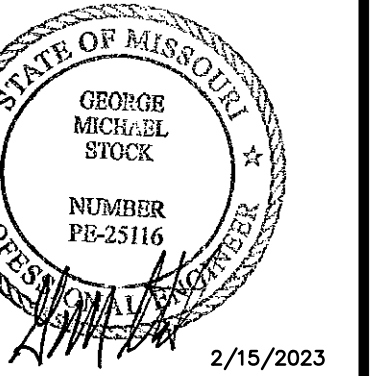
257 Chesterfield Business Parkway  
St. Louis, MO 63010  
Tel: (314) 931-1000  
Fax: (314) 931-9100  
E-mail: general@stockandassociates.com  
Web: www.stockandassociates.com

**Stock & Associates**  
Consulting Engineers, Inc.

PREPARED BY:

PRELIMINARY DEVELOPMENT PLAN FOR:  
**GATEWAY STUDIOS**  
17955, 17965, 17985 & 17995 N. OUTER FORTY ROAD  
CHESTERFIELD, MISSOURI 63005

DATE:



2/15/2023  
GEORGE M. STOCK E-25116  
CIVIL ENGINEER  
CERTIFICATE OF AUTHORITY  
NUMBER: 000996

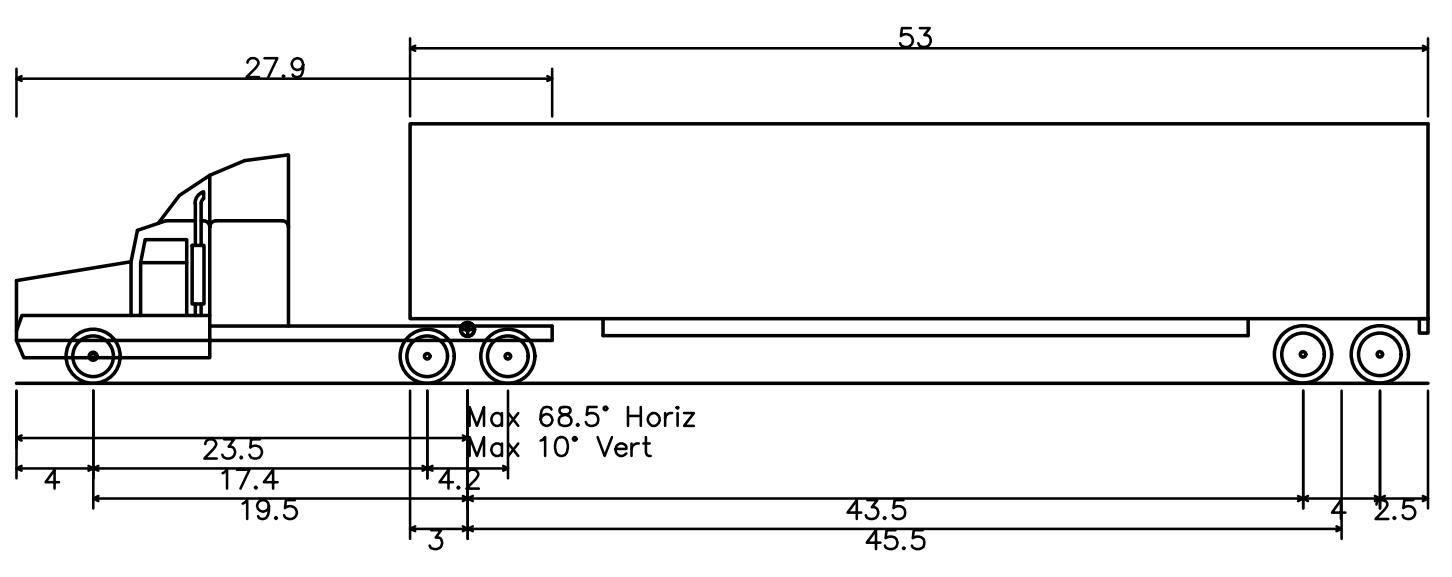
REVISIONS:

- 2023-01-10 CITY
- 2023-02-07 CITY
- 2023-02-15 CITY

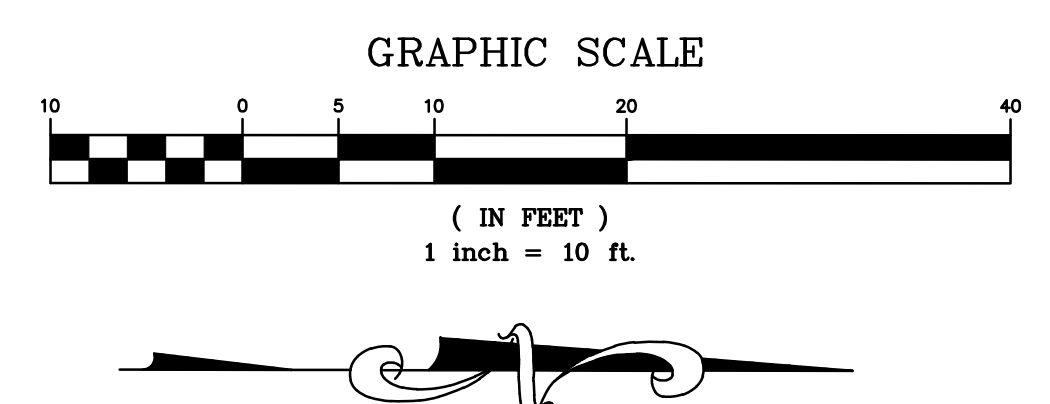
DRAWN BY:	K.S.G.	CHECKED BY:	C.M.S.
DATE:	12/5/2022	JOB NO.:	2022-7282
W.S. #:	-	BASE MAP #:	16V
E.L.C. REF #:	-	NET SUP. #:	-
W.D.A.R. #:	-		

SHEET TITLE:  
**PRELIMINARY DEVELOPMENT PLAN**

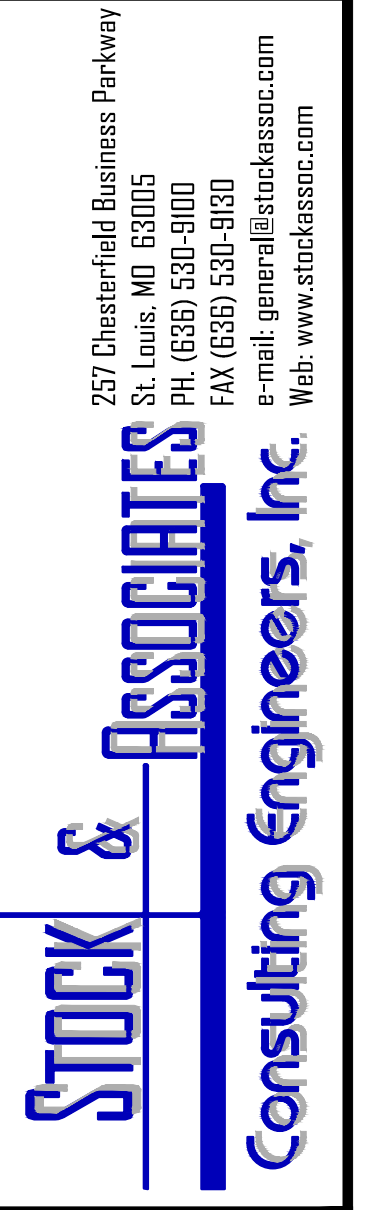
SHEET NO.:  
**PDP-2.0**



WB-67 - Interstate Semi-Trailer  
 Overall Length 73.501ft  
 Overall Width 8.500ft  
 Overall Body Height 13.500ft  
 Min Body Ground Clearance 1.334ft  
 Max Track Width 8.500ft  
 Lock-to-lock time 6.00s  
 Max Steering Angle (Virtual) 28.40



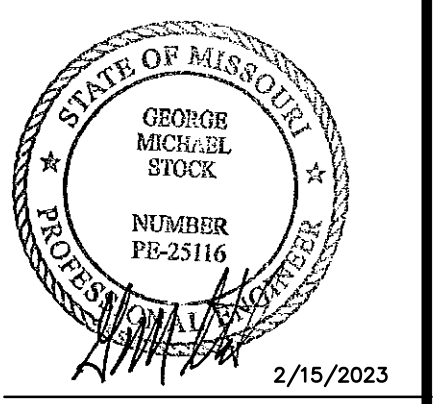
PREPARED BY:



PRELIMINARY DEVELOPMENT PLAN FOR:

**GATEWAY STUDIOS**  
 17955, 17965, 17985 & 17995 N. OUTER FORTY ROAD  
 CHESTERFIELD, MISSOURI 63005

DATE:



GEORGE M. STOCK E-25116  
 CIVIL ENGINEER  
 CERTIFICATE OF AUTHORITY  
 NUMBER: 000996

REVISIONS:

1.	2023-01-10	CITY
2.	2023-02-07	CITY
3.	2023-02-15	CITY

DRAWN BY:	K.S.G.	CHECKED BY:	G.M.S.
DATE:	12/5/2022	JOB NO.:	2022-7282
ISS. #:	-	ISS. MFP #:	16V
ELC. INT. #:	-	INT. SUP. #:	-
MARK. #:	-		

SHEET TITLE:  
**WB-67 EXHIBIT**

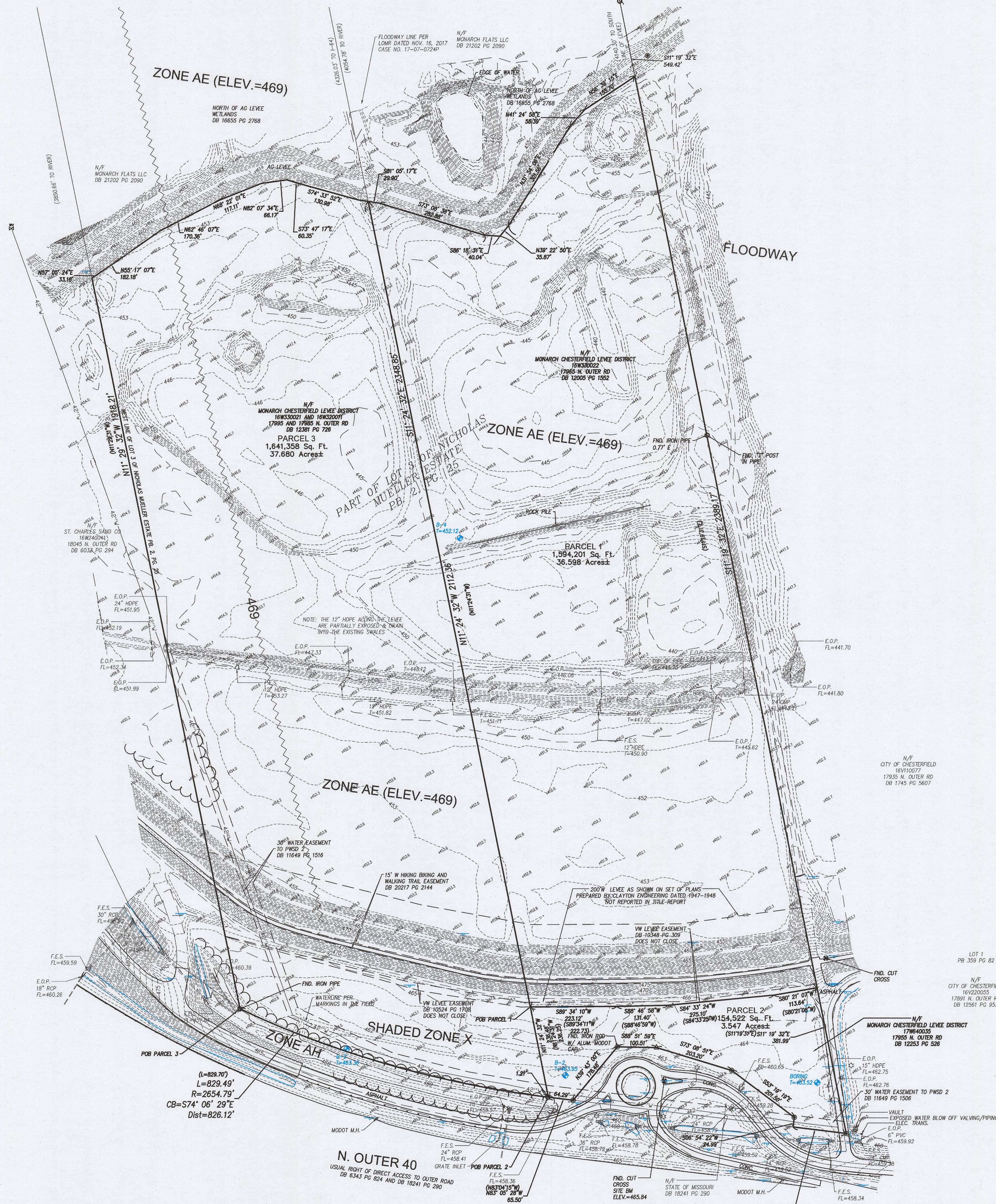
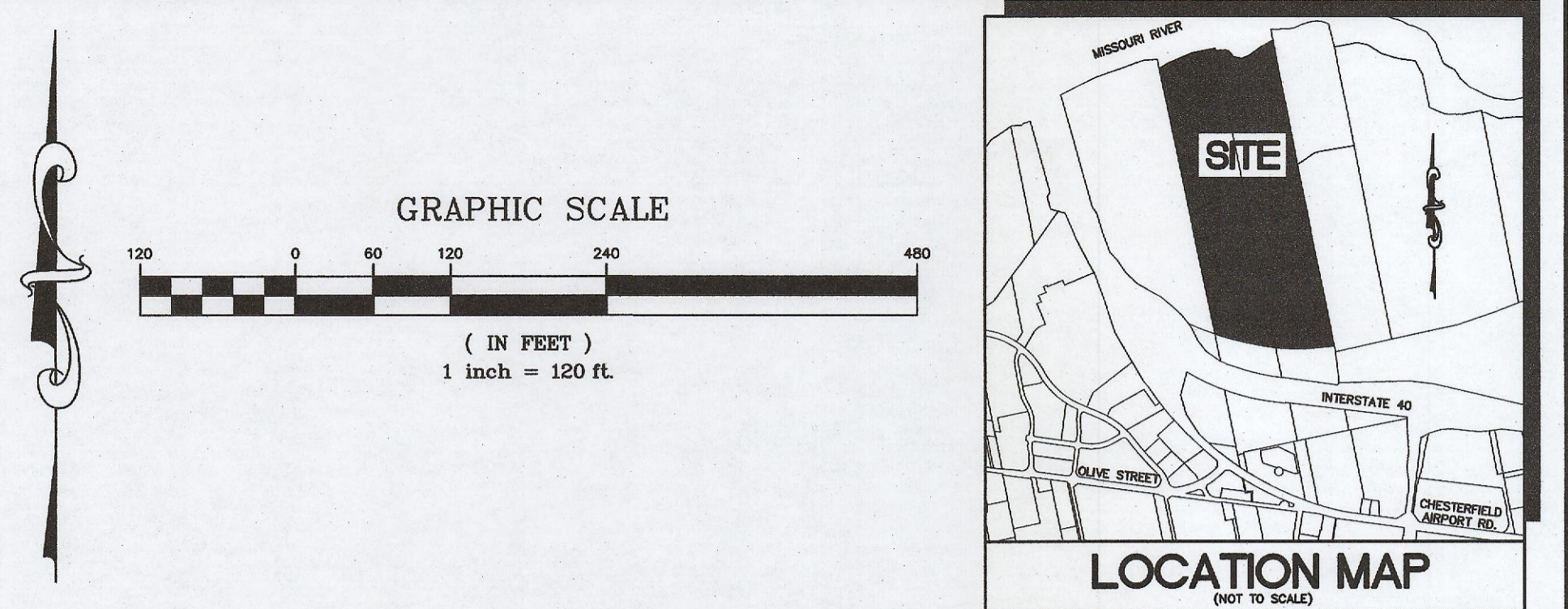
SHEET NO.:  
**PDP-3.0**

DRAWING FILE: D:\Projects\2022\7282\GWA\17955 - PDP - GATEWAY STUDIOS LENSE PROPOSAL LAYOUT - EXHIBIT.dwg PLOT DATE: Feb 15, 2023 - 10:30am PLOTTED BY: hmg/ps

# ALTA/NSPS LAND TITLE SURVEY

A TRACT OF LAND BEING PART OF LOT 3 OF THE NICHOLAS MUELLER ESTATE, AS RECORDED IN PLAT BOOK 2, PAGE 25, LOCATED IN U.S. SURVEY 371, TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

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



**Notes:**

- Stock and Associates Consulting Engineers, Inc. used exclusively Fidelity National Title Insurance Company, Commitment No. 19712STL, revision #1, with an effective date of November 8, 2022 at 8:00 a.m. for research of encumbrances and easements. No further research was performed by Stock and Associates Consulting Engineers, Inc.

**PROPERTY DESCRIPTION**

Parcel 1: A tract of land being part of Lot 3 of the Nicholas Mueller Estate according to the plat thereof recorded in Plat Book 2 page 25 of the St. Louis County Records, in U.S. Survey 371, Township 45 North, Range 3 East, St. Louis County, Missouri and being more particularly described as:

Beginning at a point being distant North 11 degrees 24 minutes 31 seconds West 1117.18 feet from the intersection of the Southward prolongation of the East line of property conveyed to Isabel C. Davies, Trustee by deed recorded in Book 10422 page 806 of the St. Louis County Records with the South line of said Lot 3 of the Nicholas Mueller Estate; thence North 11 degrees 24 minutes 31 seconds West 4054.78 feet along said East line of property conveyed to Isabel C. Davies, Trustee to the top of bank of the Missouri River as located by Volz, Inc. on October 27, 1998; thence Eastwardly along top of bank of the Missouri River as located by Volz, Inc. on October 27, 1998 the following courses and distances North 83 degrees 24 minutes 52 seconds East 58.04 feet, North 88 degrees 18 minutes 53 seconds East 70.78 feet, South 74 degrees 04 minutes 15 seconds East 35.95 feet, South 41 degrees 30 minutes 30 seconds East 99.33 feet, South 79 degrees 03 minutes 28 seconds East 103.50 feet, North 70 degrees 09 minutes 54 seconds East 58.68 feet, North 53 degrees 58 minutes 11 seconds East 169.23 feet and North 60 degrees 58 minutes 58 seconds East 191.42 feet to the West line of property conveyed to Dorothy Mahaffey Moore, Trustee by deed recorded in Book 7601 page 2336 of the St. Louis County Records; thence South 11 degrees 19 minutes 31 seconds East 4140.30 feet along said West line of property conveyed to Dorothy Mahaffey Moore, Trustee to the South line of an easement conveyed to the Monarch-Chesterfield Levee District by Deed recorded in Book 10349 page 509 of the St. Louis County Records; thence Westwardly along said South line of an easement conveyed to the Monarch-Chesterfield Levee District the following courses and distances south 80 degrees 21 minutes 08 seconds West 113.64 feet, south 84 degrees 33 minutes 25 seconds West 278.10 feet, South 89 degrees 45 minutes 59 seconds West 131.40 feet and South 89 degrees 34 minutes 11 seconds West 222.73 feet to the point of beginning according to a survey by Volz, Inc. during November, 1998. EXCEPTING THEREFROM that part conveyed to Monarch Flats LLC, a Missouri limited liability company, by instrument recorded in Book 21202 Page 2090 of the St. Louis County Records.

Parcel 2: A tract of land being part of Lot 3 of the Nicholas Mueller Estate, in U.S. Survey 371, Township 45 North-Range 3 East, St. Louis County, Missouri and being more particularly described as:

Beginning at the intersection of the North right of way line of Interstate Highway 64, varying width, with the East line of property conveyed to Isabel C. Davies, Trustee by deed recorded in Book 10422 page 806 of the St. Louis County Records; thence North 11 degrees 24 minutes 31 seconds West 236.25 feet along said East line of property conveyed to Isabel C. Davies, Trustee to a point; thence North 89 degrees 34 minutes 11 seconds East 222.73 feet to a point; thence North 88 degrees 45 minutes 59 seconds East 131.40 feet to a point; thence North 84 degrees 33 minutes 25 seconds East 278.10 feet to a point; thence North 80 degrees 21 minutes 08 seconds East 113.64 feet to the West line of property conveyed to Dorothy Mahaffey Moore, Trustee by deed recorded in Book 7601 page 2336 of the St. Louis County Records (Parcel 4); thence South 11 degrees 19 minutes 31 seconds East 381.99 feet along said West line of property conveyed to Dorothy Mahaffey Moore, Trustee, to said North right of way line of Interstate Highway 64, varying width; thence North 83 degrees 04 minutes 15 seconds West 773.81 feet along said North right of way line of Interstate Highway 64, varying width; to the point of beginning, according to calculations by Volz, Inc. during May 1999. LESS AND EXCEPTING THEREFROM that part conveyed to the State of Missouri by instrument recorded in Book 18241 page 290 of the St. Louis County Records.

Parcel 3: A tract of land being part of Lot 3 of the Partition of Nicholas Mueller Estate, in U.S. Survey 371, Township 45 North-Range 3 East, City of Chesterfield, St. Louis County, Missouri and being more particularly described as follows:

Beginning at the intersection of the East line of property described in the deed to St. Charles Sand Company as described in Book 8039 page 294 of the St. Louis County Records with the North line of Missouri Interstate Highway 64 and 40TR of varying width; thence Northwardly along the East line of said St. Charles Sand Company property, North 11 degrees 24 minutes 31 seconds West 3850.86 feet to the South line of the waters edge of the Missouri River on August 24, 1999; thence Eastwardly along said South line of the waters edge, North 66 degrees 33 minutes 45 seconds East 37.02 feet, North 62 degrees 47 minutes 31 seconds East 94.81 feet, North 68 degrees 35 minutes 57 seconds East 82.36 feet, North 65 degrees 10 minutes 25 seconds East 90.14 feet, North 68 degrees 22 minutes 43 seconds East 163.07 feet and North 79 degrees 01 minute 41 seconds East 284.85 feet to a point on the West line of property described in the deed to Monarch-Chesterfield Levee District as described in Book 12005 page 1549 of the St. Louis County Records; thence Southwardly along said West line South 11 degrees 24 minutes 31 seconds East 4329.03 feet to a point on the aforesaid North line of Missouri Interstate Highway 64 and 40TR; thence Westwardly along said North line North 83 degrees 04 minutes 15 seconds West 1.21 feet and along a curve to the right, whose radius point bears North 06 degrees 55 minutes 45 seconds East 2654.79 feet from the last mentioned point, a distance of 829.70 feet to the point of beginning. LESS AND EXCEPTING THEREFROM that part conveyed to Monarch Flats LLC, a Missouri limited liability company, by instrument recorded in Book 21202 Page 2090 of the St. Louis County Records.

**GENERAL NOTES:**

- Subject property is Zoned M3. All setback established within Planned District Ordinance governing the site. Note: The above zoning provided by the City of Chesterfield and to verify the client should obtain a zoning endorsement from their title company.
- Subject property lies within Flood Zone Shaded X (Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile, and areas protected by levees from 1% annual chance flood), Zone AE (Base Flood Elevations determined, Elev.=469) and Floodway Areas in Zone AE according to the National Flood Insurance Rate Map Number 29188C0145K with an effective date of 02/04/2015 and Revised to Reflect LOMR Nov. 16, 2017 Case No. 17-07-0742P. By geographically plotting.
- Utilities shown hereon are shown from record and/or survey information. Any location, size and type information should be considered as approximate only. It is the Contractor's responsibility to call Dig-It to verify utility locations.
- The subject property(ies) described in the above commitment are contiguous to each other and the adjoining properties, without any gaps, gaps or overlaps.
- There were no buildings observed onsite at the time of survey.

**ABBREVIATIONS**

C.O.	CLEANOUT
DB.	DEED BOOK
E.	ELECTRIC
FL.	FLOWLINE
FT.	FEET
FND.	FOUND
G.	GAS
M.F.	MANHOLE
N/F.	NOW OR FORMERLY
PL.	PLAT BOOK
P.C.	PAGE
P.V.C.	POLYVINYL CHLORIDE PIPE
R.C.P.	RADIUM BEARING
R.C.P.	REINFORCED CONCRETE PIPE
S.	SQUARE
T.	TELEPHONE CABLE
V.C.P.	WHITFIELD CLAY PIPE
W.	WATER
(8'W)	RIGHT-OF-WAY WIDTH

**ST. LOUIS COUNTY BENCHMARK**  
NAVD88 Elev = 481.00

Standard DNR aluminum disk stamped SL-38A situated in grassy area south of Chesterfield Airport road and east of Chesterfield Industrial Boulevard, north of a bank addressed as #100 Chesterfield Industrial Boulevard; roughly 49 feet south of the centerline of Chesterfield Airport road 60 feet east of the centerline of Chesterfield Industrial Boulevard, and 40.6 feet northeast of the northwest corner of the subdivision entrance monument for Chesterfield Industrial Park.

**SITE BENCHMARK**  
ELEV = 465.84  
FND. CUT CROSS ON EASTERN MEDIAN ISLAND OF ROUNDABOUT AS SHOWN HEREON.

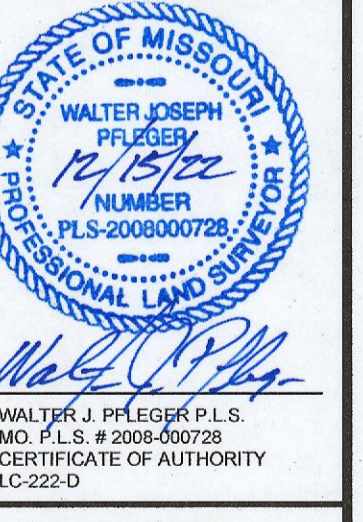
**STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC.**  
LC 222-D  
By: *Walter J. Pfeiffer*  
Walter J. Pfeiffer, Missouri P.L.S. No. 2008-000728

PREPARED FOR  
GATEWAY STUDIOS, LLC  
ATTN: MR. JERRY KERR

257 Chesterfield Business Parkway  
St. Louis, MO 63016 PH: (636) 598-9101 FAX: (636) 598-9103  
E-mail: general@stockand.com  
Web: www.stockand.com

**Stock & Associates**  
Consulting Engineers, Inc.

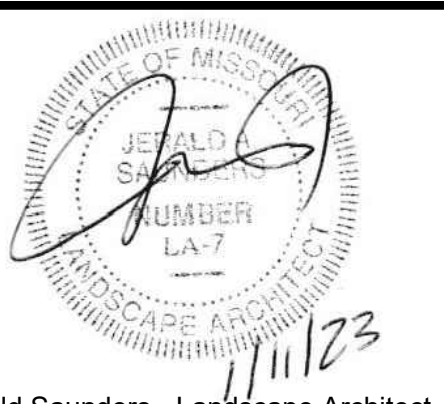
ALTA/NSPS LAND TITLE SURVEY  
**GATEWAY STUDIOS**  
17965, 17985, 17965 & 17995 N. OUTER 40  
CHESTERFIELD, MISSOURI



REVISIONS:	1	00/00/0000	
DRAWN BY:	J.K.	CHECKED BY:	W.J.P.
DATE:	11-8-2022	JOB NO.:	2022-792
M.S.D. #:		BASE MAP #:	
S.L.C. HAT #:		HAT S.L.P. #:	
M.A.N.R. #:			
SHEET TITLE:	ALTA/NSPS LAND TITLE SURVEY		
SHEET NO.:	SHEET #1		



Tree Stand Delineation Prepared under direction of:  
 Brian Bage  
 Certified Arborist MW- 5033A



Jerald Saunders - Landscape Architect  
 MO License # LA-007

Consultants:

**Gateway Studios**  
 17955, 17985, 17965 & 17995 North Outer Forty  
 Chesterfield, Missouri



ID	Tree Name	DBH	Canopy Diam.	Canopy Rating	Condition	Comment
1	Cottonwood	8	20	2	2	Twin 8x8
2	Cottonwood	13	18	2	2	
3	Cottonwood	16	20	2	2	vines
4	Cottonwood	19	25	2	2	
5	Cottonwood	11	15	2	2	
6	Cottonwood	10	15	2	2	
7	Pear	6	12	2	2	in ROW
8	Pear	5	12	2	2	
9	Boxelder	5	10	2	2	
10	Cottonwood	7	12	2	2	
11	Cottonwood	10	15	2	2	vines
12	Cottonwood	5	10	2	2	vines

**Tree Condition Rating:**  
 Excellent 4  
 Good 3  
 Fair 2  
 Poor 1  
 Dead 0

Existing woodland trees primarily located on public ROW; Consists of Cottonwood and Bradford Pear with a scattering of Eastern Red Cedar.

Revisions:

Date	Description	No.
1/11/23	Plan Changes	1

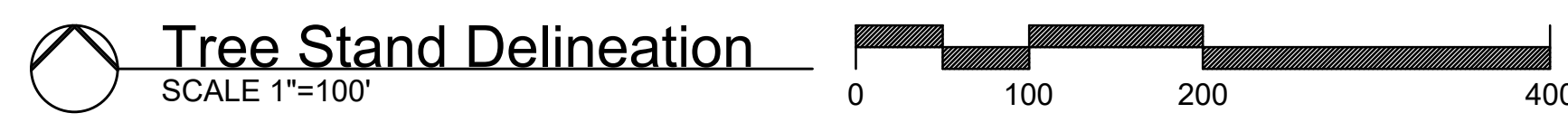
Drawn: KP  
 Checked: RS

**LOOMIS ASSOCIATES**  
 landscape architects + planners  
 790 spain 40 park drive, chesterfield, missouri 63005  
 t. 636.519.8668  
 www.loomis-associates.com

Loomis Associates, Inc.  
 Missouri State Certificate of Authority # LAC #000019

Sheet Title:	Tree Stand Delineation
Sheet No.:	TSD
Date:	12/20/22
Job #:	813.104

Total Site Area = 3,390,081 s.f. (77.825 acres)  
 Woodland Tree Canopy Area = 262,940 s.f. (6.04 acres)  
 Individual Tree Canopy Area = 48,612 s.f. (1.11 acres)  
 Total Existing Tree Canopy Area = 311,552 s.f. (7.15 acres)



Tree Stand Delineation  
 SCALE 1"=100'

# Memorandum

## Department of Public Works



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

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

**DATE:** February 21, 2023

**RE:** Sewer Lateral Program Analysis

---

In 2000 the voters of Chesterfield approved the collection of \$28 from every single-family home, duplex, condominium building, and multi-family building containing six or less dwelling units for the purpose of repairing defective sanitary sewer laterals. In this context, a sanitary sewer lateral is defined as the portion of the sanitary sewer which extends from outside the building foundation to the public sanitary sewer main. Eligible costs include camera investigation, excavation of the defective lateral, repair of the lateral, backfill, and site restoration. The City of Chesterfield collects approximately \$425,000 annually for this purpose.

Through the Sewer Lateral Program the City of Chesterfield oversees the repair of around 120 sewer laterals per year, with an average repair cost of approximately \$4,400. The program works as follows: Residents experiencing sewer lateral problems first contact a plumber of their choice to have their sewer lateral cabled. This initial cabling is a regular maintenance expense and is NOT eligible for reimbursement through the Sewer Lateral Program. If a problem is encountered, or the line cannot be opened, the resident can apply for the Sewer Lateral Program by submitting an application and a \$100 fee. As you may recall, the fee was reduced from \$200 to \$100 in 2013 due to the healthy fund balance of the Sewer Lateral Fund at that time. Once in receipt of the application and fee the City schedules a video investigation and, if eligible, coordinates the repair of the defective sewer lateral. The camera investigation and repair are completed by a plumbing contractor under contract with the City of Chesterfield. This allows the repair to be completed in the most timely and cost effective manner possible.

The Sewer Lateral Program is an excellent service which helps 100+ residents each year fund necessary repairs in order that their sanitary sewer functions properly. Updates regarding the Sewer Lateral Program are included each month within the Public Works Department Monthly Report. The benchmark for user approval of the sewer lateral program is 80%, with an actual approval rate of 98% in 2021 and 92% in 2022. This clearly is a popular program with those residents who need it.

The City of Chesterfield periodically bids investigation and repair services to ensure that we are receiving the lowest costs possible. The Department of Public Works most recently solicited bids for these services in 2022, with Tope submitting the one and only bid. Tope has provided these services to the City of Chesterfield for a number of years and their service has been exceptional.

As you may recall, in 2017 the Sewer Lateral Program was comprehensively reviewed by the Planning and Public Works Committee of City Council. Due to operating expenses well in excess of revenues at that time, the decision was made to suspend operating transfers from the Sewer Lateral Fund to the General Fund. These transfers were originally created to cover a portion of the salaries of the two employees who primarily administer the Sewer Lateral Program. The transfer amounts were \$51,661 in 2015 and \$48,600 in 2016. Those expenses are now absorbed by the General Fund.

The elimination of these transfers has generally stabilized the Sewer Lateral Fund. Over the last five years the average yearly revenue in the Fund was \$434,223 with an average annual expenditure of \$445,588. As you can see, this results in an annual operating deficit of approximately \$11,365, which is covered by prior revenues now contained within the Sewer Lateral Fund balance. The 2022 closing Sewer Lateral Fund balance was \$362,097. Given the trend of expenditures over revenues by \$11,365 and the increased unit prices for expenditures associated with the most recent bid from Tope, the City will have to closely monitor the Sewer Lateral Fund over the next few years.

In order to address the recent trend of expenditures over revenues, the City has the following options:

- Restore the application fee back to \$200. Estimated annual revenue increase of \$12,000.
- Cap repair costs at \$10,000. Currently, repairs are capped at \$15,000. Were the cap to be reduced to \$10,000, the estimated annual savings are approximately \$15,000.
- Implement a cost share program. If annual sewer lateral expenditures are \$450,000, and the City implemented a cost share program whereby residents would pay twenty percent of the actual costs, the annual expenditure reduction would be \$90,000. The annual expenditure reduction would obviously vary based upon the cost share percentage chosen. Negative ramifications would include negative reaction associated with the Program no longer paying 100% of the costs, collection efforts the City would incur, and potential disputes regarding the selection and performance of the contractor.
- Consideration to restore the annual transfer from the Sewer Lateral Fund to the General Fund to cover a portion of the salaries of those employees who administer the Sewer Lateral Program. The estimated annual cost to the Program of restoring these transfers is \$50,000.

- Increase the annual Sewer Lateral tax from \$28 to \$50. When the tax was implemented in 2000 the Missouri State Statutes allowed a maximum annual assessment of \$28. Many cities found that assessment to be too low, and the allowable tax was subsequently raised to \$50. Increasing the tax would require a vote of the residents. If approved, it would result in an annual revenue increase of over \$300,000.

Due to the effectiveness and popularity of the Sewer Lateral Program, I am reticent to recommend service reductions at this time. That said, we cannot operate the Program at a deficit, and if expenditures continue to increase the Fund Balance will shrink each year. **Accordingly, I recommend that the application fee be returned to \$200. This will generate approximately \$12,000 per year to cover the average deficit over the last five years.**

Attached are a spreadsheet showing the financial details of the Sewer Lateral Fund, as well as a summary of a survey recently conducted of other cities that provide sewer lateral services.

### **Action Recommended**

This matter should be forwarded to the Planning and Public Works Committee for consideration. Should PPW concur with Staff's recommendation, it should authorize the Director of Public Works to return the Sewer Lateral application fee to \$200. Staff will continue to monitor the Program and the Sewer Lateral Fund and recommend additional changes if warranted.

Concurrence:

  
\_\_\_\_\_  
Jeannette Kelly, Director of Finance

Please forward to the PPW committee for review and recommendation.

 2023-2-22

**Sewer Lateral  
Fund 110**

	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
<b>Revenues</b>	427,135	417,502	414,683	433,760	435,583	437,375	437,762	426,636
<b>Expenses</b>	441,020	479,945	505,615	465,689	444,131	442,230	399,998	475,890
<b>Fund Balance</b>	620,879	509,836	418,903	386,974	378,442	373,587	411,351	362,097

Does not include operating transfers out (2015 - \$51,661; 2016 - \$48,600)


	<b>Revenues</b>	<b>Expenses</b>	<b>Fund Balance</b>
January	90,682	21,285	480,748
February	2,830	28,550	455,028
March	1,303	30,282	426,049
April	1,830	36,796	391,083
May	7,234	15,837	382,480
June	444	44,611	338,312
July	250	79,431	259,130
August	277	47,117	212,291
September	305	62,171	150,425
October	111	53,424	97,112
November	3,239	34,357	65,994
December	318,133	22,030	<b>362,097</b>
<b>Total</b>	<b>426,636</b>	<b>475,890</b>	

2022 Municipal Sewer Lateral Program Survey								
Municipality	Annual Assessment	Application Fee	Annual Contract or bid repairs individually	Contractor	City program cover 100% of repair or cost share	Cap on individual repair	Administrative costs covered by municipality or recoup costs from lateral program.	Restoration required
Chesterfield	\$28.00	\$100.00	Annual Contract	Tope , Inc.	100%	\$15,000.00	General Fund	Sod
Florissant	\$50.00	\$325.00	Annual Contract - Plumbing only. Excavation done in-house	Biondo Sewer	100%	None	Mixed - based on hours working on program	Seed & Straw
Crestwood	\$28.00	\$0.00	Contract (3 year)	Enterprise Sewer & Drain	100% up to \$10,000 50% above \$10,000	No cap with cost share	20% - Lateral Program 80% - General Fund	Seed & Straw
Creve Coeur	\$28.00	\$0.00	Residents get 3 bids	N/A	Cost Share (50/50)	\$7,500.00	20% - Lateral Program 80% - General Fund	Seed & Straw
Richmond Heights	\$39.00	\$0.00	Sole sourced	Don Rush Contracting	100% up to \$5000 50% above \$5000	No cap with cost share	50% - Lateral Program 50% - General Fund	City repairs all concrete/asphalt surfaces. Homeowner restores all grass areas on private property.
Webster Groves	\$50.00	\$0.00	Individually - 3 bids	N/A	Cost share (70% - City, 30% - Homeowner)	\$10,000 (in street) \$5000 (In yard)	50% - Lateral Program 50% - General Fund	Seed & Straw
Des Peres	\$28.00	\$175.00	Contract (2 year)	Drainco/Tope	100%	\$7,500.00	Lateral fund covers \$15,000	Seed & Straw
Clayton	\$28.00	\$0.00	Individually	N/A	Covers up to \$2,000	\$2,000.00	General fund	Seed & Straw Sod is required for larger repairs
Maplewood	\$50.00	\$0.00	Annual Contract	Tope, Inc.	100%	None	A portion from lateral program	Seed & Straw
Manchester	\$50.00	\$750.00	Annual Contract	Tope, Inc.	100%	\$6,000.00	Lateral Program	Seed & Straw
Ellisville	\$28.00	\$0.00	Individually	N/A Tope - Video only	100%	None	10% - Lateral Program 90% - General Fund	Seed & Straw
Maryland Heights	\$50.00	\$0.00	Annual Contract	Tope, Inc.	100% up to \$10,000 50% above \$10,000	No cap with cost share	General Fund	Sod
Kirkwood	\$28.00	\$0.00	Individually	N/A	Cost share (75% - City, 25% - Homeowner)	None	General fund	Seed & Straw
Brentwood	\$50.00	\$0.00	Residents get 3 bids	N/A	Covers up to \$3,500	\$3,500.00	General fund	Only in City r.o.w.
Ballwin	\$28.00	\$150.00	Contract (2 year)	A & A SEWER	Covers up to \$3000	\$3,000.00	Lateral Program	Seed & Straw

# Memorandum

## Department of Planning

To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning 

Date: March 20th, 2023

RE: P.Z. 04-2022 14319 Olive Blvd (Queathem House, LLC): A request for a zoning map amendment from a "NU" Non-Urban District with a Historic Overlay to a "PC" Planned Commercial District with a Historic Overlay for a 2-acre tract of land located north of Olive Blvd (16R310974).



### Summary

A Public Hearing was held on September 12<sup>th</sup>, 2022 at which time the Planning Commission and general public discussed the zoning map amendment. Several issues were raised during this discussion by residents of the adjacent neighborhoods. Following the Public Hearing, Staff sent the petitioner a letter providing a concise list of the issues that were raised. The petitioner was asked to provide a formal response to the issues outlined in the letter.

Following notification that work had been completed on site without an approved site plan and without a Certificate of Appropriateness, Staff sent a notice of violation to the petitioner. In order to work towards remediating the open violations retroactively, the petitioner submitted a Site Development Plan for review under the existing zoning (Ordinance 1960) and applied for a Certificate of Appropriateness.

The petition was reviewed by Planning Commission on February 13, 2023. At that time, the Commission's motion to approve failed by a vote of 0-8.

As per the Unified Development Code, the applicant may file an appeal within eighteen (18) days after the Planning Commission decision. The applicant has submitted an appeal. A copy of the appeal is attached with this report in addition to a link to an online petition that the applicant began following the February 13<sup>th</sup> Planning Commission meeting.

City Council action is required to forward the appeal to Planning & Public Works Committee. Following the appeal being formally forwarded, a Public Hearing will be held in Council Chambers during the next available Planning & Public Works Committee agenda.



Figure 1: Subject Site Aerial

ATTACHMENTS:

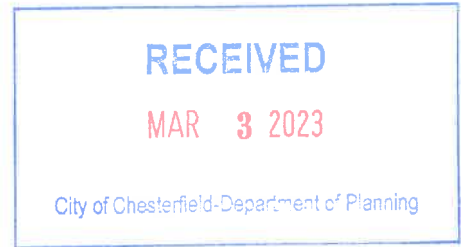
- 1) Appeal request
- 2) [Online Petition](#)



RECEIVED MAR 03 2023

March 2, 2023

City of Chesterfield, MO  
C/O: Alyssa City Council  
690 Chesterfield Parkway W  
Chesterfield, MO 63017-0760



Sent via email to: [aahner@chesterfield.mo.us](mailto:aahner@chesterfield.mo.us)

**RE: P.Z. 04-2022 14319 Olive Blvd (Queatham House, LLC)  
Appeal on recommendation of denial by the Planning Commission**

Mrs. Ahner,

This letter is to inform you and the City of Chesterfield, that we the petitioner; appeal the denial or recommendation of denial for zoning request changes, by the City of Chesterfield Planning Commission on February 13, 2023.

- I. Background for appeal
  - a. Conflicting ordinances (past and present) conflict with denial decision for the P.Z. 04-2022, 14319 Olive Blvd. (Queatham House LLC).
- II. Pursuant to P.Z. 04-22, P.Z. 1-2003, P.C. 120-84, LPC 1-2003, and Amendment(s) therein. Ordinance(s) 1960, 482, 444, 1719, 11,734 (St. Louis County)
- III. Council decision based on less than 1% of chesterfield taxpayers and residents. Limits financials and diminishes property and opportunity for return on investment.
- IV. Allegations of opposing parties influencing the Planning Commission's decision on way of voting.
- V. Alleged assumptions and allegedly put influence in the way of voting.

Please do not hesitate to contact me at (801) 649-8437 or [heverett.oldhouse@outlook.com](mailto:heverett.oldhouse@outlook.com) if you have any questions.

Sincerely,

Heather Everett  
Old House in Hog Hollow

Cc: Scott and Shelley Ririe  
City Clerk (Filed)



Old House  
in Hog Hollow

P.Z. 04-2022 14319 Olive Blvd

RECEIVED

(Queatham House, LLC)

MAR 3 2023

City of Chesterfield-Department of Planning

Request to look at P.C. 120-84 - Bill No. 479, Ordinance 482 and 444 which passed and was approved, also remains in effect and full force from and after its passage and approval.

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

Section 1. Ordinance Number 11,734 approved by St. Louis County establishing a landmark preservation area development in the "NU" Non-Urban District on a 2.3 acre tract of land located on the north side of Olive Boulevard at Westernmill Drive on October 16, 1984 is hereby amended by deleting under Section 2 the following subsections 1.b.(3), 2.b.(2), 2.b.(8)(b) and 7.a and substituting new subsections 1.b(3), 2.b.(2), 2.b.(8)(b) and 7.a as set out on the amended Attachment "A" which is attached hereto and made a part hereof.

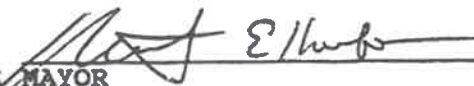
Section 2. This preliminary approval, pursuant to the City of Chesterfield Zoning Ordinance is granted subject to all of the ordinances, rules and regulations and specific conditions as set out in the original approval by St. Louis County and its attachments which were set out in Attachment "A" and which are

Section 3. The City Council, pursuant to the petition filed by Queatham House, Ltd, pursuant to P.Z. 120-84 of St. Louis County requesting the amendments as amended and approved and with changes as embodied in this ordinance, and pursuant to the recommendations of the City of Chesterfield Planning Commission that said amendments be granted and after due consideration thereof, 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. In all other respects, the original ordinance that had been passed by St. Louis County as relates to this development are to remain in full force and effect.

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

Passed and approved this 7<sup>TH</sup> day of MAY, 1990.

Acting MAYOR 



*Old House*  
in Hog Hollow

P.Z. 04-2022 14319 Olive Blvd

(Queatham House, LLC)

**Request to adopt and put in motion Bill No. 479 Ordinances 482, 444 that will coincide with the City of Chesterfields approval for amendment(s) made by St. Louis County Ordinance No. 11,734 with Attachment A**

**1. PERMITTED USES**

This Landmark and Preservation Area Permit shall authorize the operation of a sit-down restaurant, museum, and retail shops. Permitted retail shops shall be limited to antique shops, art shops, and craft shops.

a. The following restrictions shall apply to the above uses:

- (1) Retail shops and the restaurant use shall be contained in the existing primary structure on the site, which may be modified or extended as approved by the Planning Commission on the Site Development Plan. The existing garage on the site may be used for accessory uses.
- (2) A portion of the foyer and the living room and a minimum of one (1) bedroom on the second floor shall remain in an 1800 period decor and shall not include any retail sales or restaurant activity.
- (3) Capacity of the indoor restaurant shall be limited to forty-five (45) seats, and total commercial area shall not exceed 2,004 square feet.

Retail will be an Arts/Crafts shop which will be consisting of gallery, craft store, online shop, or boutique. We will also purchase goods from an art or craft business locally and in turn, will sell handcrafted goods to the end user/consumer. Offer art services and classes. We will also sell products from merchants that have artistic boutique/retail items (including but not limited to restaurant items and alcoholic beverages for consumption and wholesale wine).

Requesting outdoor patio to be used in the weather permitting times for Art/Craft services as needed between the hours 3-5 p.m. allowing no more than two (2) times in a weather permitting months if outdoors are needed.



**P.Z. 04-2022 14319 Olive Blvd**

**(Queatham House, LLC)**

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**“Restaurant, sit-down”** which is defined as “An establishment maintained, operated, and/or advertised or held out to the public as a place where food and beverage are served to the public on demand from a menu during stated business hours, served in and on reusable containers and dinnerware, to be consumed on the premises primarily inside the building at tables, booths, or counters, with chairs, benches, or stools.

• **Restaurant**

- On-Premises beverage consumption
- Wood Fire Pizza
- Fundraising/Special Evenings – guest chef dinner evenings once a month/once a quarter Charcuterie Boards
- Specialty Cheeses and meats
- Local farmers that will come and educate guests on products and buying local
- Wine tasting
- Wine sales

Requesting outdoor patio to be used for outdoor dining during the hours of 9:00 a.m. 6:00 p.m. in weather permitting months/days.

Requesting that one day a month (weather permitting) we would be able to have outdoor music from hours between 3:00 p.m. and 5:00 p.m. No other outdoor music will be allowed other than the once (1) a month (or less) request above. This will be limited to being planned, announced and only between 3:00 p.m. and 5:00 p.m.



## Setbacks and Miscellaneous

**Building Setbacks:** No structure shall be permitted within thirty-five (35) feet of a property line adjoining property designated on the Comprehensive Land Use Map as being residential or park/recreation.

*The existing building setbacks for the Old House in Hog Hollow will stay the same and no changes are being requested at this time. The existing building setbacks are:*

**Front Yard: 50 ft.**

**Side Yard: 20 ft.**

**Rear Yard: 20 ft.**

**Parking Setbacks:** No new parking stall, internal drive, or roadway, excluding points of, ingress and egress, shall be located within following setbacks.

*The existing parking setbacks for the Old House in Hog Hollow will stay the same and no changes are being requested at this time. The existing parking setbacks are:*

- a.) *One hundred fifty (150) feet from new right-of-way on Olive Boulevard.*
- b.) *One hundred (100) feet from the east property limits of the site.*
- c.) *Seventy (70) feet from west property limits of the site.*
- d.) *Fifteen (15) feet from north property limits of the site.*
- e.) *However, a max of four (4) parking spaces, shall be allowed along the northside of existing structure, immediately west of entrance.*

**Access:** Access to the site shall be limited to one (1) bi-directional drive from Olive Boulevard, location approved by the Missouri State Highway and Transportation Department and the Planning Commission on the site development plan.



*Old House  
in Hog Hollow*

## Miscellaneous

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**Open Space Requirements:** A provision for common open space shall be provided in the district at a minimum of thirty-five percent (35%) of the total site acreage. Open space should be integrated into the development to provide aesthetic, recreational, or other public benefit.

*A minimum of thirty-five percent (35%) open space is required for this development.*

**Max floor area ratio:** Density. The maximum floor area ratio is fifty-five hundredths (0.55).

*The total floor area of this site shall not exceed its existing square footage and shall be based on the ability to comply with the parking regulations of the City of Chesterfield Zoning Ordinance.*

**Hours of Operation:** Hours of operation. The hours of operation, including hours open to the public and hours for the loading and unloading of deliveries, shall be established in the planned district ordinance.

*June 28<sup>th</sup>, 1993, Ordinance Number 482 was recommended to be approved and will be revised per owner's request.*

*Permitted hours of operation for all retail uses shall be limited to 7:00 am until 6:00 p.m., seven (7) days a week.*

**Proposed Hours of Operation:**

10:00 a.m. until 7:00 p.m. Monday through Thursday

11:00 a.m. until 9:00 p.m. Friday and Saturday

Closed Sundays

Deliveries and un-loading deliveries will be between the hours of 10:00 a.m. until 3:00 p.m.

BILL NO. 446

ORDINANCE NO. 444

AN ORDINANCE AMENDING ST. LOUIS COUNTY ORDINANCE 11,734 AN LPA IN AN "NU" NON-URBAN DISTRICT FOR A PARCEL OF PROPERTY LOCATED ON THE NORTH SIDE OF OLIVE BOULEVARD AT WESTERMILL DRIVE (P.C. 120-84 QUEATHAM HOUSE, LTD.).

WHEREAS, the City of Chesterfield received correspondence from the President of Queatham House Ltd., located at 14319 Olive Street Road requesting that a tea room area within said property be expanded from twenty five (25) seats to sixty (60) seats and to allow a retail area of eighteen hundred (1,800) square feet with expanded hours of operations from 10:00 a.m. until 9:00 p.m. Monday through Saturday and the opening on Sundays during holiday periods and other revisions; and

WHEREAS, the Queatham House, Ltd. was originally established as a landmark and preservation area development in a "NU" Non-Urban District on a 2.3 acre tract of land with St. Louis County approving Ordinance Number 11,734 granting approval for said development with the restrictions of twenty five (25) seats, a museum area, retail shops consisting of antique, arts and crafts, with limitations originally on the number of parking stalls and the hours of operations from 10:00 a.m. until 4:00 p.m. Monday through Saturday; and

WHEREAS, changes were considered by the Planning Commission of the City of Chesterfield and after consideration of the changes and recommendations of the staff of the City of Chesterfield Department of Planning and Economic Development, the Planning Commission recommends the adoption of a portion of the request made by the Petitioner as set out in their report to the City Council.

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

Section 1. Ordinance Number 11,734 approved by St. Louis County establishing a landmark preservation area development in the "NU" Non-Urban District on a 2.3 acre tract of land located on the north side of Olive Boulevard at Westernmill Drive on October 16, 1984 is hereby amended by deleting under Section 2 the following subsections 1.b.(3), 2.b.(2), 2.b.(8)(b) and 7.a and substituting new subsections 1.b(3), 2.b.(2), 2.b.(8)(b) and 7.a as set out on the amended Attachment "A" which is attached hereto and made a part hereof.

Section 2. This preliminary approval, pursuant to the City of Chesterfield Zoning Ordinance is granted subject to all of the ordinances, rules and regulations and specific conditions as set out in the original approval by St. Louis County and its attachments which were set out in Attachment "A" and which are

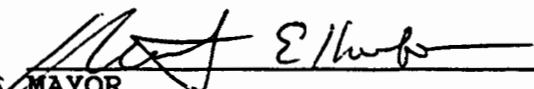
contained in the amended Attachment "A" which is attached hereto, made a part hereof and incorporated herein.

Section 3. The City Council, pursuant to the petition filed by Queatham House, Ltd, pursuant to P.Z. 120-84 of St. Louis County requesting the amendments as amended and approved and with changes as embodied in this ordinance, and pursuant to the recommendations of the City of Chesterfield Planning Commission that said amendments be granted and after due consideration thereof, 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.

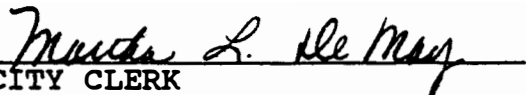
Section 4. In all other respects, the original ordinance that had been passed by St. Louis County as relates to this development are to remain in full force and effect.

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

Passed and approved this 7<sup>TH</sup> day of MAY, 1990.

Acting MAYOR 

ATTEST:

  
CITY CLERK



**ATTACHMENT A**

**1. PERMITTED USES**

This Landmark and Preservation Area Permit shall authorize the operation of a sit-down restaurant, museum, and retail shops. Permitted retail shops shall be limited to antique shops, art shops, and craft shops.

a. The following restrictions shall apply to the above uses:

- (1) Retail shops and the restaurant use shall be contained in the existing primary structure on the site, which may be modified or extended as approved by the Planning Commission on the Site Development Plan. The existing garage on the site may be used for accessory uses.
- (2) A portion of the foyer and the living room and a minimum of one (1) bedroom on the second floor shall remain in an 1800 period decor and shall not include any retail sales or restaurant activity.
- (3) Capacity of the indoor restaurant shall be limited to forty-five (45) seats, and total commercial area shall not exceed 2,004 square feet.

**2. PLAN SUBMITTAL REQUIREMENTS**

Within twelve (12) months of the preliminary development plan approval date by the City Council and prior to issuance of any building permit, the developer shall submit to the Planning Commission for their review and approval a Site Development Plan. Where due cause is shown by the developer, this time interval may be extended by the Planning Commission. Said Site Development Plan shall adhere to, but not be limited to, the following general and specific design criteria:

**General Criteria**

a. The Site Development Plan shall include the following:

- (1) The location and size of all uses, buildings, parking areas, light standards, fencing, freestanding business signs, trash enclosures, and landscaping.

- (2) Existing and proposed contours at two (2) foot intervals.
- (3) Existing and proposed roadways, drives, and walkways on and adjacent to the property in question.

**Specific Criteria**

- b. The Site Development Plan shall illustrate adherence to the following:

**Structure Setbacks**

- (1) New building additions and structures shall abide by the setbacks of the "NU" Non-Urban District.

**Parking Setbacks**

- (2) No new parking stall or internal drive or roadway, excluding points of ingress and egress, shall be located within the following setbacks:
  - (a) One hundred fifty (150) feet from the new right-of-way of Olive Boulevard.
  - (b) One hundred (100) feet from the east property limits of the site.
  - (c) Seventy (70) feet from the west property limits of the site.
  - (d) Fifteen (15) feet from the north property limits of the site.
  - (e) However, a maximum of four (4) parking spaces shall be allowed along the north side of the existing structure, immediately west of the entrance drive.

**Access**

- (3) Access to the site shall be limited to one (1) bi-directional drive from Olive Boulevard at a location approved by the Missouri State Highway and Transportation Department and the Planning Commission on the Site Development Plan.

**Road Improvements**

- (4) Dedication of right-of-way along Olive Boulevard shall be required in accord with the requirements of the Missouri State Highway and Transportation Department.

**Parking and Loading Requirements**

- (5) Parking and loading requirements shall be as specified in Section 1003.165 Off-Street Parking and Loading Requirements of the City of Chesterfield Zoning Ordinance. However, no more than thirty (30) parking stalls shall be permitted on the site.

**Lighting Requirements**

- (6) Ornamental lighting standards not to exceed ten (10) feet in height may be permitted as approved by the Planning Commission on the Site Development Plan.

**Sign Requirements**

- (7) All new signs shall be erected in accord with the regulations governing the "NU" Non-Urban District; however, the single permitted freestanding business sign shall be limited to fifteen (15) square feet in outline area per facing. The location, size, and design of any sign shall be as approved by the Planning Commission on the Site Development Plan.

**Landscape Plan**

- (8) The developer shall submit a landscape plan, either as part of the Site Development Plan or on a separate drawing to be reviewed as part of Site Development Plan, to comply with the following:
  - (a) Adequate landscaping shall be provided on the site as approved by the Planning Commission on the Site Development Plan.
  - (b) The parking area shall be adequately landscaped to screen its view from Olive Boulevard and adjoining properties. Screening from Olive Boulevard shall include use of evergreen trees.

4. **RECORDING**

Within sixty (60) days of approval of any Site Development Plan, the approved plan shall be recorded with the St. Louis County Recorder of Deeds.

5. **COVENANT OF PRESERVATION**

The permitted uses established in this ordinance governing this Landmark and Preservation Area shall become effective upon recording of an instrument, approved by the Department of Planning and the City Attorney. This recorded instrument shall constitute an affirmative perpetual covenant running with the land. This covenant shall require the continuation of the preservation of the structure and site, and prohibit the demolition of any structure without approval by the Historic Buildings Commission and the City Council. The City Council may release the covenant upon receipt of a report from the Planning Commission.

6. **VERIFICATION PRIOR TO OCCUPANCY PERMITS**

Subsequent to approval of the Site Development Plan and prior to the issuance of any occupancy permit, the developer shall provide the following:

**Sanitary Sewers**

- a. Verification to the St. Louis County Department of Public Works that adequate sanitary services are provided.

**Building Elevations**

- b. Any change to building elevations shall be as approved by the City of Chesterfield Historic Commission.

**Notification to the Department of Public Works**

- c. Prior to the issuance of building, foundation, or occupancy permits, the St. Louis County Department of Public Works must receive all approvals from the Missouri State Highway and Transportation Department, City of Chesterfield Departments of Planning/Economic Development, Public Works and the Metropolitan St. Louis Sewer District.

7. SUPPLEMENTARY DEVELOPMENT CONDITIONS

Supplementary development conditions relating to the operation of the developments are as follows:

Hours of Operation

- a. Permitted hours of operation shall be limited to 7:00 a.m. to 4:00 p.m., seven (7) days a week, until such time as the widening and improvement of Olive Boulevard has been completed.

Liquor Sales

- b. A liquor license may be permitted for the sale of wine.

8. GENERAL DEVELOPMENT CONDITIONS

General development conditions relating to the operation, construction, improvement and regulatory requirements to be adhered to by the developer are as follows:

- a. Commencement of the uses allowed by this ordinance shall begin within twelve (12) months of the approval of the Site Development Plan. Where due cause is shown by the developer, this time interval may be extended by the Planning Commission.
- b. The developer shall be required to provide temporary off-street parking for construction employees. Parking on non-paved surfaces shall be prohibited to eliminate the condition whereby mud from construction and employee vehicles is tracked onto the pavement causing hazardous roadway and driving conditions.
- c. Road improvements and right-of-way dedication shall be completed prior to the issuance of any occupancy permit.
- d. A grading permit is required prior to any grading on the site. No change in watersheds shall be permitted. Interim stormwater drainage control in the form of siltation control measures is required.
- e. The Zoning Enforcement Officer of the City of Chesterfield, Missouri, shall enforce the conditions of this ordinance in accord with the Site Development Plan approved by the Planning Commission.

## **FINANCE AND ADMINISTRATION COMMITTEE**

Chair: Councilmember McGuinness

Vice-Chair: Councilmember Moore

### **Proposed Bill No. 3435 - Development Agreement for RPA – 2, Wildhorse Village**

– An ordinance of the City of Chesterfield, Missouri authorizing and approving a redevelopment agreement for Chesterfield Regional area RPA-2 by and between the City and Wildhorse Village, LP; authorizing certain actions by City Officials and Officers; and containing severability clause. **(First Reading) Finance and Administration Committee recommends approval.**

**Destruction of Records** – Authorization to destroy records in accordance with F&A Policy No. 1 and the Records Retention Schedule for the State of Missouri. **(Voice Vote) Finance and Administration Committee recommends approval.**

### **NEXT MEETING**

The next Finance and Administration Committee Meeting has not yet been scheduled.

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



## **Finance and Administration Committee Record of Proceeding March 13, 2023**

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The Finance and Administration Committee met on Tuesday, March 13, 2023. Those in attendance included: Chairperson Barbara McGuinness, Ward I; Vice-Chairperson Michael Moore, Ward III; Council Committee Member Aaron Wahl, Ward II; Council Committee Member Gary Budoor Ward IV; City Administrator Mike Geisel; Director of Planning Justin Wyse and Finance Director Jeannette Kelly. Those also in attendance included: Councilmember Mary Ann Mastorakos, Ward II; Councilmember Merrell Hansen, Ward IV; Mayor Bob Nation; Rob Klahr and Angela Odum representing Armstrong Teasdale who is the City's special counsel for development.

Chairperson Barbara McGuinness called the meeting to order at 4:00 p.m.

### **Meeting Minutes December, 12, 2022**

City Administrator Geisel advised the Committee that the meeting minutes from the December F&A meeting would be available for review and approval at the next F&A meeting.

### **Destruction of records**

City Administrator, Mike Geisel, recommended to the Committee that specific City records be authorized for destruction in accordance with the recommendations of the Secretary of State's record retention guidelines.

Councilmember McGuinness motioned, seconded by Councilmember Wahl, to recommend that City Council formally authorize the destruction of specific records, as requested by City Clerk McGownd via internal memorandum dated March 1, 2023. The motion passed unanimously, 4 – 0 by voice vote. This item will be forwarded to the City Council for review and consideration at their March 20<sup>th</sup>, 2023 meeting.

### **Chesterfield Regional TIF – RPA 2 Development Agreement (Wildhorse Village)**

City Administrator Mike Geisel advised the Committee that staff was requesting and recommending that the Committee consider and favorably recommend to the full Council, adoption of the proposed ordinance to approve the development agreement for RPA 2 (Wildhorse Village). City Administrator, Mike Geisel, Director of Planning Justin Wyse, and Director of Finance Jeannette described and discussed specific terms of the development agreement and provided a power point presentation which was intended to inform and educate the Committee regarding the special business district, financing, and timing of the public projects. There was extensive discussion regarding the timing for

adoption of the ordinance approving the development agreement, as well as the timing and process of receiving the petition to establish a special business district, a resolution of intent to form the special business district, the required hearing, required ordinance, and then the election and ballot process to approve the special business district. There was extensive discussion regarding the need to expedite the Council approvals to get to the election process as soon as practicable.

Councilmember McGuiness, made a motion, seconded by Councilmember Moore to recommend approval of the ordinance to adopting the development agreement. The motion passed unanimously, 4-0 by voice vote and was declared passed. This recommendation will be forwarded to the City Council for review and consideration at their March 20<sup>th</sup>, 2023 meeting.

**Financial report**

Director of Finance Jeannette Kelly advised the Committee that the February financial report had been distributed almost a month ago, and that the March report would be available within the next few days. However, she reminded the committee that the monthly financial reports are prepared on a Cash basis, while the formal City financial reports are completed on an accrual basis. Thus, the sales tax revenues received in January and February, are reported to council in the January and February monthly reports (cash basis), they are formally attributable to the 2022 fiscal year. The receipts received in January and February were very favorable (~20% above year over year) and will improve the 2022 fiscal performance. The March receipts represent the first revenues attributable to the 2023 fiscal year and they were below prior year, by roughly 4%. She also reminded City Council, that while we compare year over year on a monthly basis, the monthly receipts have proven to be irregular, and it is important to consider the receipts over a longer period.

**Adjournment**

The meeting was adjourned at 6:30 p.m.

Respectfully submitted:

\_\_\_\_\_  
Mike Geisel  
City Administrator

Approved: \_\_\_\_\_



# Memorandum

## Department of Planning



**To:** Finance and Administration Committee

**From:** Mike Geisel, City Administrator  
Justin Wyse, Director of Planner *JW*

**Date:** March 13, 2023

**RE:** **Chesterfield Regional TIF – RPA 2 Development Agreement**

**Summary**

City Council approved Ordinances 3217 and 3218 in December of 2022. These ordinances designated a portion of the City of Chesterfield as a Redevelopment Area pursuant to the Real Property Tax Increment Allocation Redevelopment Act and adopted tax increment financing within RPA-2. Following approval of the TIF district and redevelopment plan for each RPA, a development agreement is necessary between the City and the developer outlining process, obligations, and terms for funding of the designated project. RPA-2 is the area of the Redevelopment Project generally referred to as Wildhorse Village.

**Highlights**

As you are aware, RPA-2 included one TIF funded project, the construction of public parking. The proposed Development Agreement is consistent with the approved Redevelopment Plan which included the following for RPA-2:

**TABLE 4-1**  
**ESTIMATED REDEVELOPMENT PROJECT COSTS**  
**CHESTERFIELD REGIONAL TIF REDEVELOPMENT AREA**  
**Chesterfield, MISSOURI**

Redevelopment Project Cost Items	Cost
<b>TIF Eligible Expenses:</b>	
<b>RPA 2 - Wildhorse Village</b> <i>Includes the construction of surface parking and structured parking for shared public use, and improvements and infrastructure related thereto.</i>	\$ 25,000,000

**Financial Risk**

We take this opportunity to emphasize, that the conditions described during establishment of the TIF, are incorporated into the development agreement. Namely, the financial obligation of the TIF District does not create any obligation upon the City to

provide any funding, should TIF revenues prove insufficient. As it specifically pertains to RPA-2, we anticipate the developer to privately finance the construction of parking facilities, including a minimum of 300 publicly available parking spaces. The City will subsequently issue TIF notes to the developer, creating an obligation to reimburse the developer with the TIF tax proceeds. When the City, with the advice of our financial advisors, determine it is financially beneficial, the City will issue TIF debt, using the first proceeds to retire the TIF notes.

Once approved, the Development Agreement obligates the developer to complete the project, providing a minimum of 300 publicly available parking spaces within the defined period. The City is obligated to pledge TIF revenues to retire the debt as funds are available. The agreement requires the developer to privately advance funding not only for the parking facilities, but also all fees and expenses relating to litigation and financing. Again, this protects existing taxpayers from development risk and litigation expenses.

#### Maintenance of Improvements

The agreement provides that both parties acknowledge and agree that none of the structured public parking improvements required by the Redevelopment Project will be conveyed to the City for maintenance. Further, the agreement requires that the Developer will provide for the ongoing maintenance and repair of said structured parking and that this obligation shall run with the land and shall be binding upon any owner of the real property of the Redevelopment Area.

#### Special Business District

The Final noteworthy component of the Development Agreement is that the developer is required to submit a petition to create a Special Business District (SBD) to provide funding for the maintenance/repair/replacement of the lake trail, streets, on-street parking, medians, street lighting, and security for the development. This provision is included in the TIF plan and has been included in all discussions since the inception of the special financing district. It is a critical component to ensure that appropriate funding is generated to fund and preserve public improvements without burdening the existing residents and businesses. This will facilitate the acceptance of public streets and the lake trail for maintenance by the City.

#### **Recommendation**

This item should be forwarded to the Finance and Administration Committee of City Council for review and consideration. Ultimately, the agreement will need to be forwarded to City Council to consider an ordinance to formally approve the Development Agreement for RPA-2 of the Chesterfield Regional TIF District via the attached draft ordinance.

**AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI AUTHORIZING AND APPROVING A REDEVELOPMENT AGREEMENT FOR CHESTERFIELD REGIONAL AREA RPA-2 BY AND BETWEEN THE CITY AND WILDHORSE VILLAGE, LP; AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS AND OFFICERS; AND CONTAINING A SEVERABILITY CLAUSE.**

**WHEREAS**, the City of Chesterfield, Missouri (the “City”), is a political subdivision duly organized and existing under the Constitution and laws of the State of Missouri; and

**WHEREAS**, the City has established the Chesterfield Regional Tax Increment Financing Commission of the City of Chesterfield, Missouri (the “TIF Commission”), in accordance with the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the “TIF Act”); and

**WHEREAS**, the City identified a certain area for redevelopment referred to as the “Chesterfield Regional Area” (referred to herein as the “Redevelopment Area,” and as further defined in the herein-defined Redevelopment Agreement); and

**WHEREAS**, on October 12, 2022 in accordance with Planning & Public Works Procedure No. PPW-1057 of the City, the City posted a request for development proposals to redevelop the Redevelopment Area; and

**WHEREAS**, on November 4, 2022, in response to the City’s request for development proposals, Wildhorse Village, LP (the “Developer”) presented to the City its submission entitled “Response to Chesterfield Regional Tax Increment Financing Redevelopment Area Request for Development Proposals” seeking to be named developer for a portion of the Redevelopment Area (the “Redevelopment Proposal”); and

**WHEREAS**, on November 21, 2022, the TIF Commission adopted a resolution recommending that the City Council adopt an ordinance in the form required by the TIF Act: (i) adopting a redevelopment plan titled “Chesterfield Regional Tax Increment Financing Redevelopment Plan and Project,” dated October 21, 2022, as amended, and as may be further subsequently revised in accordance with the TIF Act (the “Redevelopment Plan”); (ii) approving and designating the Redevelopment Area as a “redevelopment area” as provided in the TIF Act; (iii) approving RPA-2, as described in the Redevelopment Plan, as a “redevelopment project area” (“RPA-2”); (iv) approving the redevelopment project for RPA-2 as described in the Redevelopment Plan (the “Redevelopment Project”); (v) adopting tax increment financing with respect to the RPA-2; and

(vi) establishing the “Chesterfield Regional Special Allocation Fund – RPA-2” (the “Special Allocation Fund”); and

**WHEREAS**, on December 14, 2022, after due consideration of the TIF Commission’s recommendations, the City Council adopted Ordinance No. 3217 designating the Redevelopment Area as a “redevelopment area” as provided in the TIF Act, approving the Redevelopment Plan, approving RPA-2, approving the Redevelopment Project for RPA-2, adopting tax increment financing within the Redevelopment Area and establishing the Special Allocation Fund; and

**WHEREAS**, on December 14, 2022, the City Council adopted Ordinance No. 3218 affirming adoption of the Redevelopment Area, the Redevelopment Plan, RPA-2 and the Redevelopment Project for RPA-2, designating the Developer as developer of RPA-2, and authorizing the City to enter into agreements in furtherance of Ordinance No. 3217; and

**WHEREAS**, the City Council has determined that acceptance of the Redevelopment Proposal, designation of Developer as “developer” for RPA-2 and entering into the Redevelopment Agreement for Chesterfield Regional Area RPA-2 (the “Redevelopment Agreement”) by and between the City and Developer are in the best interests of the City, and the health, safety and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan; and

**WHEREAS**, the City desires to assist in the redevelopment of the Redevelopment Area by authorizing and approving the Redevelopment Agreement.

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

**Section 1.** The City Council hereby finds, determines and declares that it is necessary and desirable to enter into the Redevelopment Agreement by and between the City and the Developer. The Redevelopment Agreement shall be in substantially the form attached hereto as **Exhibit A**, and incorporated herein by reference, which Redevelopment Agreement is hereby approved by the City Council with such changes therein as shall be approved by the Mayor as shown by the Mayor’s execution of the Redevelopment Agreement.

**Section 2.** The WHEREAS clauses of this Ordinance are hereby incorporated herein by reference.

**Section 3.** The Mayor of the City or his designated representatives are hereby authorized to take any and all actions as may be necessary and appropriate in order to carry out the matters herein authorized and in the

Redevelopment Agreement, with no such further action of the City Council being necessary to authorize such action by the Mayor or his designated representatives.

**Section 4.** The Mayor of the City or his designated representatives, with the advice and concurrence of the City Attorney, is hereby further authorized to make any changes to the Redevelopment Agreement approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the City Council being necessary to authorize such changes by the Mayor or his designated representatives.

**Section 5.** It is hereby declared to be the intention of the City Council that each and every part, section, and subsection of this Ordinance shall be separate and severable from each and every other part, section, and subsection hereof and that the City Council intends to adopt each said part, section, and subsection separately and independently of any other part, section, and subsection. In the event that any part, section, or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
Bob Nation, MAYOR

ATTEST:

\_\_\_\_\_  
Vickie McGownd, CITY CLERK

*[The remainder of this page is intentionally left blank.]*

FIRST READING HELD: 3/20/2023

**EXHIBIT A**

**Redevelopment Agreement**

(On File with City Clerk)

**REDEVELOPMENT AGREEMENT FOR CHESTERFIELD REGIONAL AREA RPA-2**

**by and between the**

**CITY OF CHESTERFIELD, MISSOURI**

**and**

**WILDHORSE VILLAGE, LP**

**dated as of**

**[\_\_\_\_\_], 2023**

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- EXHIBIT B – Certificate of Reimbursable Redevelopment Project Costs
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- EXHIBIT E – Concept Site Plan for RPA-2
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- EXHIBIT G – Map of Redevelopment Area

## REDEVELOPMENT AGREEMENT FOR CHESTERFIELD REGIONAL AREA RPA-2

**THIS REDEVELOPMENT AGREEMENT FOR CHESTERFIELD REGIONAL AREA RPA-2** (as further defined herein, this “**Agreement**”) is made and entered into as of this [\_\_\_\_ day of \_\_\_\_\_, 2023], by and between the **CITY OF CHESTERFIELD, MISSOURI** (as further defined herein, the “**City**”), an incorporated political subdivision of the State of Missouri, and **WILDHORSE VILLAGE, LP**, a Missouri limited partnership (as further defined herein, the “**Developer**”). The City and the Developer may each be referred to herein as a “**Party**”, and collectively as the “**Parties**”.

All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in Article I of this Agreement.

### RECITALS

A. The City Council of the City (the “**City Council**”) duly formed the Tax Increment Financing Commission of the City of Chesterfield, Missouri (the “**TIF Commission**”), in accordance with the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.865 of the Revised Statutes of Missouri, as amended (the “**TIF Act**”), and empowered the TIF Commission to conduct business and exercise its powers as authorized by the TIF Act.

B. The City identified a certain area for redevelopment referred to as the “Chesterfield Regional Area” as legally described on Exhibit D-1 attached hereto and incorporated herein by reference, and as depicted on Exhibit G, attached hereto and incorporated herein by reference (the “**Redevelopment Area**”).

C. On October 12, 2022 in accordance with Planning & Public Works Procedure No. PPW-1057 of the City, the City posted a request for development proposals to redevelop the Redevelopment Area.

D. On November 4, 2022, in response to the City’s request for development proposals, the Developer presented to the City its submission entitled “Response to Chesterfield Regional Tax Increment Financing Redevelopment Area Request for Development Proposals” seeking to be named developer of the portion of the Redevelopment Area described therein (the “**Redevelopment Proposal**”).

E. On November 21, 2022, following a public hearing that was commenced on November 1, 2022 and closed on November 21, 2022, in accordance with the TIF Act, the TIF Commission adopted a resolution recommending that the City Council adopt an ordinance in the form required by the TIF Act: (i) adopting a redevelopment plan titled “Chesterfield Regional Tax Increment Financing Redevelopment Plan and Project,” dated October 21, 2022, as amended, and as may be further subsequently revised in accordance with the TIF Act (the “**Redevelopment Plan**”); (ii) approving and designating the Redevelopment Area as a “redevelopment area” as provided in the TIF Act; (iii) approving RPA-2, as described in the Redevelopment Plan, as a “redevelopment project area” (“**RPA-2**”); (iv) approving the redevelopment project for RPA-2 as described in the Redevelopment Plan (the “**Redevelopment Project**”); (v) adopting tax increment financing with respect to the RPA-2; and (vi) establishing the “Chesterfield Regional Special Allocation Fund – RPA-2” (the “**Special Allocation Fund**”).

F. On December 14, 2022, after due consideration of the TIF Commission’s recommendations, the City Council adopted Ordinance No. 3217 designating the Redevelopment Area as a “redevelopment area” as provided in the TIF Act, approving the Redevelopment Plan, approving RPA-2, approving the Redevelopment Project for RPA-2, adopting tax increment financing within the Redevelopment Area and establishing the Special Allocation Fund.

G. On December 14, 2022, the City Council adopted Ordinance No. 3218 affirming adoption of the Redevelopment Area, the Redevelopment Plan, RPA-2 and the Redevelopment Project for RPA-2, designating the Developer as developer of RPA-2, and authorizing the City to enter into certain agreements in furtherance of the aforementioned.

H. The City Council has determined that acceptance of the Redevelopment Proposal, designation of Developer as “developer” for RPA-2 and the fulfillment generally of this Agreement are in the best interests of the City, and the health, safety and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan.

I. Pursuant to provisions of the TIF Act and Ordinances No. 3217 and 3218, the City is authorized to enter into this Agreement, to issue Obligations as evidence of the City’s obligation to reimburse certain Redevelopment Project Costs incurred in furtherance of the Redevelopment Plan and the Redevelopment Project, and to pledge Available Revenues to the payment of the Obligations issued to reimburse such Redevelopment Project Costs, as further set forth herein.

## AGREEMENT

Now, therefore, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE I. DEFINITIONS

**1.1 Definitions.** As used in this Agreement, the following words and terms shall have the following meanings:

“**Agreement**” means this Redevelopment Agreement for Chesterfield Regional Area RPA-2, as the same may be from time to time modified, amended or supplemented in writing by the Parties as further set forth in **Section 15.3** of this Agreement.

“**Approved Site Plan**” means the site plan or site plans reflecting one or more portions of the Work and the Redevelopment Project approved by all entities required to approve a site plan pursuant to all applicable laws, as such site plan or site plans may be submitted, approved and amended from time to time in accordance with the City’s Code.

“**Approving Ordinance**” means Ordinance No. [3417] adopted by the City Council, among other things, designating the Redevelopment Area as a “redevelopment area” as provided in the TIF Act, approving the Redevelopment Plan, approving RPA-2, approving the Redevelopment Project for RPA-2 as described in the Redevelopment Plan, adopting tax increment financing within the Redevelopment Area and establishing the Special Allocation Fund.

“**Available Revenues**” means all monies on deposit from time to time (including investment earnings thereon) in: (a) the RPA-2 PILOTS Sub-Account; (b) subject to annual appropriation, the RPA-2 EATS Sub-Account; and (c) any other account of the Special Allocation Fund into which monies that have been appropriated to the repayment of Obligations have been deposited, excluding, however, (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, (ii) any sum received by the City which is the subject of a suit or other claim communicated to the City which suit or claim challenges the collection of such sum, (iii) any revenues generated by the real property tax levied

by the applicable Fire District that will be used to fund emergency services pursuant to Section 99.848 of the TIF Act, (iv) Fire District Revenues, and (v) School District Revenues.

“**Bond Counsel**” means Armstrong Teasdale LLP, St. Louis, Missouri, or an attorney at law or a firm of attorneys acceptable to the City of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

“**Bonds**” means any tax increment revenue bonds (a) authorized and issued by the City in accordance with the TIF Act and this Agreement or (b) authorized and issued by the IDA in accordance with Chapter 349 of the Revised Statutes of Missouri, as amended, or other applicable Missouri law.

“**Business Day**” means any day other than a Saturday, Sunday, or holiday on which the offices of the City are scheduled in the normal course of its operations to be open to the public for conduct of its regularly-scheduled operations.

“**Certificate of Reimbursable Redevelopment Project Costs**” means a document substantially in the form of Exhibit B, attached hereto and incorporated herein by reference, provided by the Developer to the City in accordance with this Agreement and evidencing Reimbursable Redevelopment Project Costs.

“**Certificate of Substantial Completion**” means, for Phase II, a document substantially in the form of Exhibit C, attached hereto and incorporated herein by reference, issued by the Developer to the City in accordance with this Agreement and evidencing, upon the City’s acceptance thereof, the Developer’s satisfaction of all obligations and covenants to construct or cause construction of Phase II, in accordance with the Redevelopment Plan and this Agreement.

“**City**” means the City of Chesterfield, Missouri, an incorporated political subdivision of the State of Missouri.

“**City Council**” means the City Council of the City.

“**Code**” means the Code of Ordinances of the City of Chesterfield, County of St. Louis, State of Missouri.

“**Concept Site Plan**” means that site development plan prepared at the direction of Developer attached hereto as Exhibit E, which depicts the conceptual program for the Work and the Redevelopment Project as contemplated to be constructed in accordance with the Redevelopment Plan and this Agreement as may be amended from time to time and as finally approved by the City pursuant to its zoning and subdivision codes; provided, the Developer shall neither submit a site development plan to the City for approval nor shall the Concept Site Plan approved by the City be amended if such site development plan or amendment would in the opinion of Bond Counsel, constitute such a change to the Redevelopment Plan or Redevelopment Project as would require compliance with the notice and hearing procedures of Section 99.825 of the TIF Act, or as further set forth in **Section 4.7** hereof.

“**Construction Plans**” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections, submitted by the Developer and approved by the City in accordance with applicable law.

“**County Assessor**” means the Assessor of St. Louis County, Missouri.

“**Developer**” means Wildhorse Village, LP, a Missouri limited partnership, or its permitted successors or assigns in interest.

“**Economic Activity Taxes**” or “**EATs**” shall have the meaning ascribed to such term in Section 99.805.(4) of the TIF Act, and shall be subject to annual appropriation as provided in the TIF Act.

“**Fire District Revenues**” shall mean any money captured pursuant to the TIF Act and the Fire District Reimbursement Agreement by and between the City and the Monarch Fire District.

“**Force Majeure**” means an event of any delay including without limitation damage or destruction by fire or casualty; strike; lockout; civil disorder; war; unusually restrictive government regulations; wrongful failure or refusal of any governmental entity to issue any permits and/or legal authorization necessary for the Developer to proceed with construction of the Work or any portion thereof; shortage or delay in shipment of material or fuel; unavailability and disruption in supply chain beyond the parties’ reasonable control; acts of God; pandemics; unusually adverse weather or wet soil conditions; or other like causes beyond the parties’ reasonable control, including without limitation, eminent domain proceedings, extraordinary market conditions or any litigation, court order or judgment resulting from any litigation affecting the validity of the Redevelopment Plan, the Redevelopment Project, the Obligations or this Agreement. Notwithstanding anything in this Agreement to the contrary, the Parties agree that as of the date of this Agreement, no event of Force Majeure exists.

“**Governmental Approvals**” means all plat approvals, re-zoning or other zoning changes, site or development plan approvals, conditional use permits, resubdivisions or other subdivision approvals, variances, sign approvals, building permits, grading permits, occupancy permits or other similar approvals required for the implementation of the Redevelopment Project.

“**IDA**” means The Industrial Development Authority of the County of St. Louis, Missouri, or another issuer of municipal bonds acceptable to the City and the Developer.

“**Indenture**” means one or more trust indentures in the form and substance mutually agreed to by the Parties, relating to the issuance by the City or the IDA of the Obligations and as approved by the Obligation Ordinance.

“**Issuance Costs**” means all costs reasonably incurred by the City or Developer in furtherance of the issuance of Obligations including, but not limited to, all fees and expenses of consultants, the City’s attorneys (including issuer’s counsel, Bond Counsel and the City’s usual legal counsel), the City’s administrative fees and expenses (including fees and costs of planning consultants), the Underwriter’s discounts and fees, the Underwriter’s legal fees, trustee’s fees, other Underwriters’ discounts and fees, if any, the costs of printing any Obligations and any official statements or offering statements relating thereto, the costs of any credit enhancement (so long as the cost thereof does not reduce net proceeds), interest, debt service reserves and the fees of any rating agency rating any Obligations.

“**Lender**” means the Developer’s lender or lenders.

“**Maximum Amount**” means \$25,000,000, as further set forth on Exhibit F, attached hereto and incorporated herein by reference.

“**Notes**” means any tax increment revenue notes issued by the City pursuant to and subject to this Agreement and the Obligation Ordinance to evidence the City’s limited obligation to repay Reimbursable Redevelopment Project Costs in accordance with the TIF Act and this Agreement.

**“Notice of Commencement of Construction”** means, for Phase II, a document substantially in the form of Exhibit A, attached hereto and incorporated by reference herein, delivered by Developer to the City in accordance with this Agreement and evidencing commencement of construction of Phase II.

**“Obligation Ordinance”** means an ordinance in form and substance mutually agreed to by the Parties and adopted by the City Council authorizing the Indenture, the Obligations and all related ordinances, resolutions and proceedings.

**“Obligations”** means the Notes, the Bonds, or any combination thereof.

**“Outstanding”** means, as of a particular date, all Obligations theretofore authenticated and delivered under this Agreement, the Obligation Ordinance, or any Indenture except:

- (a) Obligations cancelled or delivered for cancellation;
- (b) Obligations which are deemed to have been paid;
- (c) Obligations alleged to have been mutilated, destroyed, lost or stolen; and
- (d) Obligations in exchange for or in lieu of which other Obligations have been authenticated and delivered pursuant to this Agreement, the Obligation Ordinance, or any Indenture.

**“Payments in Lieu of Taxes”** or **“PILOTS”** shall have the meaning ascribed to such term in Section 99.805.(11) of the TIF Act.

**“Permitted Assignee”** means any party or entity under common ownership or management as the Developer.

**“Phase”** means one or more phases of the Redevelopment Project, each as defined herein and further depicted on the Concept Site Plan.

**“Phase I”** means the construction of approximately 238,443 square feet of building space, approximately 625 parking spaces, approximately 27,275 square feet of retail space, and approximately 188 apartment units.

**“Phase II”** means the construction of surface parking and a structured parking garage containing approximately 500 parking spaces, of which at least 300 parking spaces thereof shall be designated as for shared public use, and improvements, and infrastructure related thereto.

**“Preliminary Funding Agreement”** means that certain Amended and Restated Preliminary Funding Agreement entered into as of August 17, 2021, as may be modified, amended, or supplemented from time to time, by and among the City, TSG Downtown Chesterfield Redevelopment, and Developer pursuant to which the Developer has deposited with the City the amount of [\$125,000.00] as of the date of this Agreement.

**“Privately-Placed Notes”** means any Notes that are sold through a placement agent to a party other than the Developer or any entity related thereto.

**“Property”** means all interests in the real property (including without limitation all options held by third parties, fee interests, leasehold interests, tenant-in-common interests and such other like or

similar interests) and existing improvements in RPA-2 necessary for completion of the Work and Redevelopment Project.

**“Redevelopment Area”** means the real property legally described in Exhibit D-1, attached hereto and incorporated herein by reference.

**“Redevelopment Plan”** means the plan titled “Chesterfield Regional Tax Increment Financing Redevelopment Plan and Project dated [October 21], 2022, as amended, approved by the City pursuant to the Approving Ordinance, and as such Redevelopment Plan may from time to time be amended in accordance with the TIF Act.

**“Redevelopment Project”** means that portion of the redevelopment project to be undertaken within RPA-2, identified herein as Phase II.

**“Redevelopment Project Costs”** shall have the meaning ascribed to such term in Section 99.805.(16) of the TIF Act and as further set forth on Exhibit F.

**“Redevelopment Proposal”** means the document on file with the City and incorporated herein by reference, titled “Response to Chesterfield Regional Tax Increment Financing Redevelopment Area Request for Development Proposals” dated November 4, 2022, and submitted by the Developer to the City.

**“Reimbursable Redevelopment Project Costs”** means the Redevelopment Project Costs for which the Developer is eligible for reimbursement under the TIF Act and as contemplated by this Agreement, up to an amount equal to the Maximum Amount, plus Issuance Costs, which are limited to Redevelopment Project Costs relating to Phase II.

**“Relocation Policy”** means Ordinance No. 955 of the City.

**“RPA-2”** means that portion of the Redevelopment Area in which the Redevelopment Project will be constructed, as further legally described and depicted on Exhibit D-2, attached hereto and incorporated herein by reference.

**“RPA-2 EATS Sub-Account”** means a subaccount of the Special Allocation Fund into which at least fifty percent (50%) of EATs shall be deposited as set forth in Section 99.845.3 of the TIF Act and in accordance herewith or any Indenture.

**“RPA-2 PILOTs Sub-Account”** means a subaccount of the Special Allocation Fund into which the PILOTs from RPA-2 shall be deposited as set forth in Section [99.845.3] of the TIF Act and as further described herein and in any Indenture.

**“School District Revenues”** shall mean any money captured pursuant to the TIF Act, the Rockwood School District Reimbursement Agreement by and between the City and the Rockwood School District, and the Parkway School District Reimbursement Agreement by and between the City and the Parkway School District.

**“Special Allocation Fund”** means the “Chesterfield Regional Special Allocation Fund – RPA-2” created by the Approving Ordinance in accordance with the TIF Act, and including the accounts and sub-accounts, into which Available Revenues are from time to time deposited in accordance with the TIF Act, the Indenture, and this Agreement.



“**Special District**” means the special business district that may be established by the City, in accordance with the Special District Act and this Agreement.

“**Special District Act**” means Sections 71.790 through 71.808 of the Revised Statutes of Missouri, as amended.

“**Special District Revenues**” means revenues of the Special District, imposed and collected in accordance with the Special District Act.

“**State**” means the State of Missouri.

“**Substantial Completion**” means the substantial completion of construction of Phase II (as may be amended from time to time).

“**TIF Act**” means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended.

“**TIF Commission**” means the Tax Increment Financing Commission of the City of Chesterfield, Missouri.

“**TIF Revenues**” means, collectively, Payments in Lieu of Taxes and fifty percent (50%) of Economic Activity Taxes.

“**Trustee**” means the trustee or fiscal agent for any issue of Obligations under the Indenture.

“**Underwriter**” means any financial officer, placement agent, and/or underwriter selected by the City.

“**Work**” means all work necessary to prepare RPA-2 to construct or cause the construction and completion of the Redevelopment Project, which may include, but not be limited to: property acquisition; demolition and removal of existing buildings, structures and other improvements within RPA-2; site preparation, including clearing and grading of portions of RPA-2; construction of the parking fields, and screening and site landscaping; construction, reconstruction, renovation and/or rehabilitation of related infrastructure and/or improvements, including without limitation existing buildings, surrounding roads, sidewalks, utilities and installation of lighting; environmental remediation; and all other work described in or otherwise contemplated by the Redevelopment Plan and this Agreement, or reasonably necessary to effectuate the intent of this Agreement.

## **ARTICLE II. ACCEPTANCE OF REDEVELOPMENT PROPOSAL**

**2.1 Developer Designation.** The City hereby selects the Developer, and the Developer hereby agrees to perform or otherwise cause to be performed the Work and the construction of the Redevelopment Project within RPA-2 in general accordance with Governmental Approvals, the Redevelopment Plan, and this Agreement.

**2.2 Governing Documents.** The terms and provisions of the Redevelopment Plan, as may be amended from time to time, are fully incorporated herein by reference. The Parties agree that the Developer shall, subject to **Section 9.1** and **Section 9.2** herein, complete or cause the completion of the Work and the Redevelopment Project in accordance with this Agreement, provided, however, that the same does not violate or contravene the provisions of the Redevelopment Plan.

**2.3 Purpose.** The Parties hereby mutually acknowledge that the goal of the Parties in entering into this Agreement is to cause the completion of the Work and the Redevelopment Project.

**2.4 Development Rights.** The City hereby grants to the Developer exclusive redevelopment rights over RPA-2, subject to and in accordance with the terms and conditions of this Agreement.

**2.5 Developer to Advance Costs.** The Developer agrees to advance or cause to be advanced all Redevelopment Project Costs as necessary to acquire the Property and to complete the Work including any fees and expenses relating to litigation relating to the TIF Act, which all constitute Reimbursable Redevelopment Project Costs; subject, however, to the Developer's right to terminate this Agreement as set forth in **Section 9.1** hereof. Within thirty (30) calendar days of the execution of this Agreement, the City shall notify the Developer of any costs incurred that were not reimbursed pursuant to the Preliminary Funding Agreement, and the Developer shall pay such costs no later than ten (10) calendar days after receipt of such notice and reasonable supporting documentation showing the costs incurred, but not to include any documentation covered by any attorney-client privileges. At the closing on any Notes issued pursuant to this Agreement, the Developer agrees to pay all of the City's costs incurred in relation thereto, including the City's Issuance Costs, in excess of the monies advanced under the Preliminary Funding Agreement and any fees and expenses relating to litigation relating to the TIF Act. If the Developer requests a mandatory issuance of Privately-Placed Notes or Bonds pursuant to **Article VI** hereof, and if the Developer does not accept the financing that is available thereunder, the Developer shall pay to the City all actual costs incurred with respect to the financial feasibility and planning of the potential financing. Notwithstanding anything herein to the contrary, Issuance Costs related to the issuance of Privately-Placed Notes or Bonds shall be paid from Note proceeds and/or Bond proceeds, as applicable. Notwithstanding anything in this Section 2.5 to the contrary, the parties to this Agreement acknowledge and agree that any fees and expenses relating to litigation relating to the TIF Act mentioned in this Section 2.5 are intended to be shared equally amongst the Developer and any other developers selected by the City in relation to the Redevelopment Plan.

**2.6 Conditions Precedent to Developer Obligations.** The obligations and commitments of the Developer under the terms of this Agreement shall be expressly contingent upon the approval by the Developer in its reasonable discretion of the form of the Indenture and the Obligation Ordinance governing the issuance and terms of payment of the Obligations.

### **ARTICLE III. OWNERSHIP OF PROPERTY INTERESTS**

**3.1 Ownership and Acquisition of the Property.** The Developer represents to the City that as of the date of this Agreement, Developer or a related entity has acquired fee title to all the Property required for the Redevelopment Project. The Developer shall have the right to encumber its interest in the Property.

### **ARTICLE IV. WORK AND REDEVELOPMENT PROJECT CONSTRUCTION**

**4.1 Developer to Cause Construction of the Work.** Developer shall commence and prosecute or cause commencement and prosecution of the construction of the Work in a good and workmanlike manner in accordance with the terms of this Agreement. Developer shall cause completion of the Work in accordance with the Construction Plans, the Concept Site Plan and the terms of this Agreement.

**4.2 Construction Schedule.** Developer shall commence and complete or cause commencement and completion of each of its obligations under this Agreement with respect to the construction and completion of the Redevelopment Project in accordance with the following schedule (on or before specific dates), as set forth in the following table.

<u>Activity</u>	<u>Timeframe</u>
Submit Notice of Commencement of Construction for Phase II	No later than December 31, 2024
Submit Certificate of Substantial Completion for Phase II	No later than December 31, 2026

- 4.2.1 Commencement of construction will be deemed to have occurred when the necessary site work to prepare the Redevelopment Area for construction begins.
- 4.2.2 Upon written request from the City, which may take the form of an email, and no more than one time per quarter, Developer shall provide the City with updates detailing Developer’s efforts to market the Redevelopment Area and close on the sale or lease of portions of the Property in furtherance of the Redevelopment Project.
- 4.2.3 Except as set forth in **Subsection 4.2.4** below, the above schedule and proposed timing of commencement and completion of Phase II is subject to Force Majeure and extension pursuant to **Section 10.3** hereof, and, as a result, may be delayed. The Developer may request amendments to the above schedule per **Section 4.7** of this Agreement.
- 4.2.4 Notwithstanding anything herein to the contrary, in the event the Developer fails to provide a Notice of Commencement of Construction for Phase II by December 31, 2024, the City may exercise all remedies available to it under **Section 9.2** and **ARTICLE X** of this Agreement.

**4.3 Governmental Approvals.** The City agrees to employ reasonable and good faith efforts to cooperate with the Developer and to process and timely consider and respond to all applications for the Governmental Approvals as received, all in accordance with the applicable City ordinances and laws of the State of Missouri.

**4.4 Construction Contracts; Insurance.** Prior to the commencement of construction of any portion of the Work, the Developer shall obtain or shall require that any of its contractors obtain workers’ compensation, comprehensive public liability and builder’s risk insurance coverage in amounts customary in the industry for similar type projects. The Developer shall require that such insurance be maintained by any of its contractors for the duration of the construction of such portion of the Work. All construction contracts entered into by or on behalf of the Developer, after the date of this Agreement, shall state that the contractor has no recourse against the City in connection with the contractor’s construction of the applicable portion of the Work.

**4.5 Competitive Bids; Prevailing Wage; Federal Work Authorization.** The Developer shall comply with all applicable federal, State and local laws relating to the construction of the

Redevelopment Project, including, but not limited to, Section 107.170, RSMo., as amended, and laws relating to the payment of prevailing wages and competitive bidding, to the extent such laws are applicable to the Redevelopment Project or portions thereof.

The Developer acknowledges that it must comply with Section 285.530, RSMo., as amended regarding enrollment and participation in a federal work authorization program with respect to their respective employees working in connection with the Redevelopment Project, to the extent the Developer is subject thereto. The Developer represents and warrants that it is in compliance with Section 285.530, RSMo., as amended, at the time of execution of this Agreement and, to the extent the Developer is subject thereto, has provided a sworn affidavit and supporting documentation affirming participation in a qualified work authorization program as evidence thereof.

**4.6 Construction Plans.** The Construction Plans shall be prepared and sealed by a professional engineer or architect licensed to practice in the State of Missouri and the Construction Plans and all construction practices and procedures with respect to the Work shall be in conformity with all applicable state and local laws, ordinances and regulations, including, but not limited to, any performance, labor and material payment bonds required for the Redevelopment Project. The Developer shall submit Construction Plans for approval by the City's Building Commissioner (or the substantial equivalent of a Building Commissioner) or his or her designee in sufficient time so as to allow for review of the plans in accordance with applicable City ordinances and procedures and in accordance with the schedule set forth in this Agreement. The plans submitted by the Developer shall be in sufficient completeness and detail to show that construction will be in conformance with the Approved Site Plan and this Agreement.

Before commencement of construction or during the progress of the Work, the Developer may make such reasonable changes, including, without limitation, modification of the construction schedule, including dates of commencement and completion, modification of the areas in which the Work is to be performed, relocation, expansion or deletion of items, revisions to the areas and scope of the Work, and any and all such other changes as site conditions or orderly development may dictate or as may be required to meet any reasonable requests of prospective tenants or purchasers of any real property located within RPA 2 or as may be necessary or desirable, in the sole determination of the Developer, to enhance the economic viability of the Redevelopment Project and as may be in furtherance of the general objectives of the Redevelopment Plan; provided that, (1) the Developer shall obtain all necessary approvals and comply with all laws, regulations and ordinances of the City, (2) any changes shall not result in an extension of the time for performance of any obligation under this Agreement, and (3) the Developer shall obtain the City's advance written consent to any change that would, in the opinion of the City Attorney or special counsel retained by the City, result in such a change in the Redevelopment Project as would require compliance with the notice and hearing requirements of Section 99.825 of the TIF Act.

**4.7 Changes.** During the progress of the Work, the Developer may make such reasonable changes to the construction-related provisions of this Agreement, including without limitation, modification of the construction schedule, including dates of commencement and completion of the Work (subject to the terms of **Section 4.2** above), modification of the areas in which the Work or portions thereof is to be performed, relocation, expansion or deletion of items, revisions to the areas and scope of the Work, and any and all such other changes as site conditions or orderly development may dictate or as may be required to meet any reasonable requests of prospective tenants, occupants or purchasers of any real property located within the Redevelopment Area or as may be necessary or desirable, in the sole determination of the Developer, to enhance the economic viability of the Redevelopment Project and as may be in furtherance of the general objectives of the Redevelopment Plan; provided, that (a) the Developer shall obtain or cause to be obtained all necessary Government Approvals and comply with all

laws, regulations and ordinances of the City, and (b) the Developer shall obtain or cause to be obtained the City's advance written consent to any change which would, in the reasonable opinion of the Bond Counsel, result in such a change in the Redevelopment Project as (i) would require an invocation of the notice and hearing requirements of Section 99.825 of the TIF Act, or (ii) could reasonably be expected to result in a decrease in the aggregate amount of TIF Revenues generated within Redevelopment Project to an amount less than ninety percent (90%) of the aggregate amount of TIF Revenues as projected in the Redevelopment Plan.

**4.8 Notice of Commencement of Construction.** The Developer shall furnish to the City a Notice of Commencement of Construction for Phase II in accordance with the schedule set forth in **Section 4.2** of this Agreement. The Notice of Commencement of Construction shall be deemed accepted by the City upon receipt of the same.

**4.9 Certificate of Substantial Completion.** Promptly after Substantial Completion of Phase II in accordance with the provisions of this Agreement, the Developer shall furnish to the City a Certificate of Substantial Completion so certifying. The City shall, within forty-five (45) Business Days following delivery of each Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. Each Certificate of Substantial Completion shall be deemed accepted by the City unless, within forty-five (45) Business Days following the City's receipt of the Certificate of Substantial Completion for Phase II, the City furnishes the Developer with specific written objections to the status of the Work for Phase II, describing such objections and the measures required to correct such objections in reasonable detail. In the case where the City, within forty-five (45) Business Days following the City's receipt of the Certificate of Substantial Completion, furnishes the Developer with specific written objections to the status of the Work for Phase II, the Developer shall have such amount of time as is reasonably necessary to address such objections and when addressed shall re-submit the Certificate of Substantial Completion to the City in accordance with this Section. Upon acceptance of the Certificate of Substantial Completion by the City for Phase II, or upon the lapse of forty-five (45) Business Days after receipt by the City without any written objections thereto, the Developer may record a Certificate of Substantial Completion with the County Recorder of Deeds Office, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to perform the Work required to complete Phase II.

**4.10 Developer's Obligations Regarding the Work.** Developer shall perform the Work directly, or cause the completion of the Work, pursuant to the terms and conditions set forth in this Agreement. Developer further agrees to advance or cause to be advanced all Redevelopment Project Costs as necessary to complete the Work, including all costs necessary to acquire ownership of the Property as further set forth herein. In addition, Developer covenants and agrees as follows:

- 4.10.1 To obtain or cause to be obtained any and all permits and licenses required by the City or the State of Missouri; to obtain or cause to be obtained all Government Approvals necessary to perform the Work under this Agreement; to conform to all rules, regulations, codes and ordinances of the City applicable to performance by the Developer under this Agreement.
- 4.10.2 To permit access to the Property owned by the Developer or a related entity and to all records and files pertaining to confirming completion of the Work to representatives of the City and their respective designees at all reasonable times for any purpose related to this Agreement, which the City deems necessary, including, but not limited to, inspection of all aspects of the Work and verification of compliance with this Agreement or applicable law.

- 4.10.3 To complete or cause the completion of the Work in substantial conformity with this Agreement and the Redevelopment Plan.

**ARTICLE V.  
FINANCING OF REDEVELOPMENT PROJECT COSTS**

**5.1 Obligation to Reimburse Developer.** The City hereby agrees to reimburse the Developer for verified Reimbursable Redevelopment Project Costs from Available Revenues and in accordance with this Agreement and the TIF Act, and further agrees, subject to the terms of the Obligation Ordinance and this Agreement, to issue Obligations to reimburse Developer for such verified Reimbursable Redevelopment Project Costs up to the Maximum Amount, plus Issuance Costs, as generally set forth in the categories labeled on Exhibit F attached hereto and incorporated herein.

**5.2 Reimbursements Limited to Reimbursable Redevelopment Project Costs; Right to Substitute.** Nothing in this Agreement shall obligate the City to issue Obligations to reimburse Developer for any cost that is not incurred pursuant to Section 99.820.(1) of the TIF Act, that does not qualify as a “redevelopment project cost” under Section 99.805.(16) of the TIF Act.

- 5.2.1 The Developer shall provide to the City (a) itemized invoices, receipts or other information evidencing such costs, satisfactory to the City; and (b) a Certificate of Reimbursable Redevelopment Project Costs constituting certification by the Developer that such cost is eligible for reimbursement under the TIF Act. Within forty-five (45) Business Days of the City’s receipt from the Developer of a Certificate of Reimbursable Redevelopment Project Costs, the City shall review and act upon such Certificate of Reimbursable Redevelopment Project Costs and issue Notes or modify schedules attached to such Notes, as appropriate. The parties agree that each of the categories of costs set forth in Section 99.805.(16) of the TIF Act constitute Reimbursable Redevelopment Project Costs which are eligible for reimbursement in accordance with the TIF Act and this Agreement. The Developer shall be entitled to reimbursement for verified Reimbursable Redevelopment Project Costs for the Redevelopment Project up to the Maximum Amount plus Issuance Costs.
- 5.2.2 If the City determines that any cost identified as a Reimbursable Redevelopment Project Cost is not a “redevelopment project cost” under Section 99.805.(16) of the TIF Act, the City shall so notify the Developer in writing within the 45-day period referenced in **Subsection 5.2.1**, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Developer shall have the right to identify and substitute other Redevelopment Project Costs as Reimbursable Redevelopment Project Costs with a supplemental application for payment. If the City fails to approve or disapprove any Certificate of Reimbursable Redevelopment Project Costs within forty-five (45) Business Days after receipt thereof, the Certificate of Reimbursable Redevelopment Project Costs shall be deemed approved.

**5.3 Developer’s Private Financing.** The City acknowledges that Developer has confirmed, to the reasonable satisfaction of the City, that Developer has a commitment to obtain private financing to complete the Redevelopment Project. In connection with such private financing to be provided by Lender, upon request by Lender, the City shall use its best efforts to approve and execute (i) a consent to collateral assignment in form and substance reasonably agreeable to all parties executing the same; and (ii) an estoppel agreement in form and substance reasonably agreeable to all parties executing the same.

## ARTICLE VI. OBLIGATIONS

**6.1 Conditions Precedent to Issuance of the Obligations.** No Obligations shall be issued until such time as the City has received the following for Phase II for which Developer is requesting issuance of Obligations: (i) a Notice of Commencement of Construction; (ii) a Certificate of Reimbursable Redevelopment Project Costs evidencing payment of Reimbursable Redevelopment Project Costs, which the City has approved in accordance with this Agreement; (iii) written evidence that the Developer has closed that portion of its private financing necessary to complete construction of Phase II or otherwise has funding available to complete construction of Phase II; (iv) evidence that the Developer or a related entity has acquired all parcels of the Property, and/or interests therein, required for Phase II; (v) written evidence that at least \$500,000.00 in hard construction costs (which the Parties agree include but are not limited to demolition and grading costs) has been incurred; (vi) an opinion of Bond Counsel regarding the taxable nature of the Obligations; and (vii) such other documentation as the City shall reasonably require of Developer in order for the City to obtain an opinion of Bond Counsel as required by this Section. Further, upon the issuance of any Notes, the Developer shall pay such costs incurred by the City, including Issuance Costs, as further set forth in **Section 2.5** herein.

**6.2 Issuance of the Obligations.** Within ninety (90) Business Days of Developer's satisfaction of the conditions of **Section 6.1** of this Agreement, unless the Parties mutually agree to another duration of time, the City agrees, pursuant to the Obligation Ordinance, to issue Notes to reimburse the Developer for Reimbursable Redevelopment Project Costs (approved by the City pursuant to a Certificate of Reimbursable Redevelopment Project Costs) up to the Maximum Amount plus Issuance Costs as set forth on Exhibit F attached hereto and incorporated herein. Anything to the contrary herein notwithstanding, no Obligations shall be issued to or at the direction of Developer unless and until Developer has complied with all of the conditions precedent set forth in **Section 6.1**.

**6.3 Title of Notes.** There will be issued one or more series of taxable Obligations in an aggregate principal up to the Maximum Amount plus Issuance Costs and one or more series of tax-exempt Obligations in an aggregate principal amount not to exceed the Maximum Obligation plus Issuance Costs less the aggregate principal amount of taxable Obligations. The taxable Obligations will be designated "Taxable Tax Increment Revenue Notes (Chesterfield Regional Area Redevelopment Project)". Tax-exempt Obligations shall be designated "Tax-Exempt Tax Increment Revenue Notes (Chesterfield Regional Area Redevelopment Project)". The Obligations may have such further appropriate particular designation added to or incorporated in such title for the Obligations of any particular series as the City may determine.

**6.4 Term; Interest Rate; Maturity of the Notes.** The Notes shall bear interest at a fixed rate per annum equal to (i) 8% if the interest on the Notes, in the opinion of Bond Counsel, is not exempt from federal income taxation (the "**Taxable Rate**"), or (ii) 6.5% if the interest on the Notes, in the opinion of Bond Counsel, is exempt from federal income taxation (the "**Tax-Exempt Rate**"); provided, however, that the City and the Developer may agree to such other interest rates as set forth in the Obligation Ordinance. The Notes shall have a stated maturity equal to the longest period permissible under the TIF Act. Interest accrued but not paid shall be added to principal and shall be compounded semi-annually. The Outstanding principal amount of the Notes shall be paid to the extent of the funds remaining in the Special Allocation Fund, after payment of interest.

**6.5 Procedures for Issuance of the Notes.** The initial principal amount of the Notes shall not be less than \$500,000. Following acceptance by the City of each Certificate of Reimbursable Redevelopment Project Costs, the City shall issue, subject to the limitations of **ARTICLE VI** hereof, endorsements to the Notes evidencing additional advances for the reimbursement of Reimbursable

Redevelopment Project Costs (“**Construction Advances**”). Notwithstanding anything herein to the contrary, after the initial issuance of the Notes, the Notes may not be additionally endorsed more than once per calendar quarter. In lieu of endorsements to the Notes, the City agrees at Developer’s request to issue additional Notes in denominations of \$100,000 or any integral multiple of \$0.01 in excess thereof, or more to evidence the City’s obligation to pay such additional advances of Reimbursable Redevelopment Project Costs (“**Additional Notes**”). Construction Advances or Additional Notes shall be issued no more than once every calendar month, commencing on the 15th Business Day following the date on which the City is first obligated to issue Notes hereunder and then on the same day of every month thereafter until all such Construction Advances or Additional Notes as are required by this Agreement have been advanced or issued.

6.5.1 After the initial issuance of a Note, if the City accepts a Certificate of Reimbursable Redevelopment Project Costs within thirty (30) Business Days after submission by the Developer, the resulting Construction Advance or Additional Notes shall be deemed to have been issued on the date that the City accepts the Certificate of Reimbursable Redevelopment Project Costs. If the City accepts the Certificate of Reimbursable Redevelopment Project Costs more than thirty (30) Business Days after submission by Developer (or rejects it more than thirty (30) Business Days after submission by Developer and provides the Developer the right to identify and substitute eligible Reimbursable Redevelopment Project Costs in accordance with this Agreement), the resulting Construction Advance or Additional Notes shall be deemed to have been issued on the thirty-first (31st) Business Day after submission of the Certificate of Reimbursable Redevelopment Project Costs by the Developer.

6.5.2 Notwithstanding anything contained in this Agreement to the contrary, upon the acceptance by the City of a Certificate of Reimbursable Redevelopment Project Costs and the issuance by the City of Construction Advances or Additional Notes as provided in **Section 6.5**, the Developer shall be deemed to have advanced funds necessary to purchase such Notes and the City shall be deemed to have deposited such funds into a project fund and shall be deemed to have reimbursed the Developer in full for such costs from the amounts deemed to be on deposit in a project fund from time to time.

**6.6 Abatement of Interest if Completion is Delayed.** If the Developer fails to submit any Certificate of Substantial Completion in accordance with the schedule set forth in **Section 4.2**, as such time may be amended pursuant to this Agreement, interest shall cease to accrue on any Outstanding Notes related to such incomplete Phase II from the time of such performance default until such time as the default is cured. If the City timely delivers notice of objections or deficiencies to the Developer as required under **Section 4.9**, the Developer shall have such remedies as set forth in that section or be in default, such that interest shall abate from the time any applicable cure period has expired. In no event shall any such abated interest be recovered by or accrue to the benefit of the Developer or other holder of the Notes.

**6.7 Special Mandatory Redemption of Notes.** The Notes shall be subject to special mandatory redemption by the City in an amount equal to all Available Revenues in whole at any time or in part on each April 1 and October 1 (each, a “**Payment Date**”), at a redemption price equal to one hundred percent (100%) of the principal amount being redeemed, together with the accrued interest thereon to the date fixed for redemption.



**6.8 Issuance of Bonds.** The City may, at its discretion, issue Bonds at any time prior to the City's acceptance of a Certificate of Substantial Completion for Phase II in an amount sufficient to refund all or a portion of the Outstanding Obligations. Subject to **Section 5.2** of this Agreement, upon receipt of a written request by the Developer and subsequent to the City's acceptance of a Certificate of Substantial Completion for Phase II, the City shall use its best efforts to issue Bonds in an amount sufficient to refund an amount up to and not to exceed the Maximum Amount plus Issuance Costs in Outstanding Obligations; provided, however that the City has received a recommendation of the Underwriter to issue the Bonds based on the criteria set forth in **Section 6.10** below and recommendations of the principal amount thereof. The City shall not be obligated to issue or cause to be issued such Bonds unless the Underwriter determines that all of the criteria in **Section 6.10** are satisfied as of the date of issuance of such Bonds, unless such criteria are waived by the Underwriter. The Developer shall pay all costs associated with the issuance of Bonds, or any other obligations issued by the City to the Developer or related party or affiliate pursuant to the terms of this Agreement, including its own costs and expenses and attorneys' fees and expenses that the Developer may incur in complying with this Section. Notwithstanding anything in this Agreement to the contrary, unless consented to by the Developer, Bonds will not be issued until Notes in the amount of the Maximum Amount plus Issuance Costs have been issued to the Developer.

**6.9 Subordination.** In the event that the Bonds issued pursuant to **Section 6.8** hereof are insufficient to fully refund the Notes Outstanding for the Redevelopment Project, any Notes that are not refunded shall be payable as to principal and interest according to the terms set forth in the Indenture, which may require subordination of such Notes.

**6.10 Criteria for Issuance of Bonds.** The Underwriter's recommendation for issuance of Bonds and the principal amounts thereof shall be based on the reasonably prudent application of the following criteria:

- 6.10.1 Acceptance by the City of a Certificate of Substantial Completion for Phase II; and
- 6.10.2 Determination that the Bonds can be sold at an aggregate net interest cost which is less than the aggregate net interest cost of the Outstanding Obligations to be redeemed, assuming an 8% interest rate on taxable Notes and a 6.5% interest rate on tax-exempt Notes.

**6.11 Cooperation in Issuance of Obligations.** The Developer covenants to cooperate and take all reasonable actions necessary to assist the City and its Bond Counsel, and Underwriter in the preparation of offering statements, private placement memorandum or other disclosure documents and all other documents necessary to market and sell the Obligations, including disclosure of tenants or other users of the Property and the non-financial terms of the leases and other agreements between the Developer and such tenants or users and sufficient detailed information on Reimbursable Redevelopment Costs to enable Bond Counsel to render a tax exemption opinion. The Developer will not be required to disclose to the general public or any investor the rent payable under any such lease, the sale price payable under any sale contract, or any proprietary or confidential financial information pertaining to the Developer, its tenants, buyers of land within RPA-2, or the leases with its tenants, but upon the execution of a confidentiality agreement acceptable to the Developer, the Developer, to the extent authorized pursuant to its agreements with the necessary third parties, will provide such information to the Underwriter, its counsel to enable such parties to satisfy their due diligence obligations. The Developer further agrees to provide a closing certificate in form and substance acceptable to the Underwriter and Developer (which shall include a certification regarding the accuracy of the information in any offering document relating to the Developer or the Redevelopment Project) and shall cause its counsel to provide a

legal opinion in form and substance reasonably acceptable to the Underwriter, if required by the Underwriter. In addition, the Developer further agrees to provide the following information necessary to enable the Underwriter of the Obligations to comply with Rule 15c2-12 of the Securities and Exchange Commission: all retail and commercial tenants of the Redevelopment Project, the square footage occupied by each such tenant and the purpose for which space is used by each retail tenant and the term of such lease, and certificate(s) of value for land sales. The Developer further agrees to provide customary closing certificates and opinions and take such other actions (including entering into an agreement to provide such information as is reasonably required to enable the Underwriter to comply with Rule 15c2-12 of the Securities and Exchange Commission) as may reasonably be required in connection with the marketing, sale and issuance of the Obligations. Such compliance obligations shall constitute a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

**6.12 City to Select Underwriter; Term and Interest Rate.** The City has the sole discretion to select the Underwriter, Bond Counsel, and Underwriter’s counsel. The final maturity of the Obligations shall not exceed the maximum term permissible under the TIF Act. The Bonds shall bear interest at such rates, shall be subject to redemption and shall have such terms as the City shall determine in its sole discretion.

**6.13 No Other Bonds or Uses of Available Revenues.** The City shall not use or apply any Available Revenues to pay any “redevelopment costs” (as such term is defined in the TIF Act) other than the Reimbursable Redevelopment Project Costs.

**ARTICLE VII.  
SPECIAL ALLOCATION FUND AND APPLICATION OF AVAILABLE REVENUES**

**7.1 Special Allocation Fund.** The City agrees to cause its Director of Finance or other financial officer or official to maintain the Special Allocation Fund, including an “RPA-2 PILOTS Sub-Account,” an “RPA-2 EATS Sub-Account,” and such further accounts or sub-accounts as are required by this Agreement, the Indenture, or as the Underwriter and Trustee may deem appropriate in connection with the administration of the Special Allocation Fund. Subject to the requirements of the TIF Act and, with respect to Economic Activity Taxes, subject to annual appropriation by the City Council, the City will, promptly upon receipt thereof, deposit all Payments in Lieu of Taxes into the RPA-2 PILOTS Sub-Account (or such sub-accounts created for each Phase) and fifty percent (50%) of all Economic Activity Taxes into the RPA-2 EATS Sub-Account (or such sub-accounts created for each Phase), as they related to RPA-2.

**7.2 Application of Available Revenues.**

7.2.1 Available Revenues on deposit in the Special Allocation Fund shall be applied to pay debt service on the Obligations in accordance with the terms of the Indenture. Obligations issued for the Redevelopment Project shall be secured by Available Revenues.

7.2.2 The parties to this Agreement acknowledge and agree that the Developer intends to seek the issuance of Notes up to the Maximum Amount plus Issuance Costs. If Notes issued to the Developer in the Maximum Amount plus Issuance Costs are paid in full, redeemed, satisfied, or cancelled, then the Available Revenues generated by RPA-2 may be used to secure any and all Obligations relating to not only RPA-2, but RPA-1 and/or RPA-3. Notwithstanding anything in this Agreement to the contrary, the Developer may notify the City that Notes issued

to the Developer in an amount lower than the Maximum Amount plus Issuance Costs are acceptable and, in that circumstance, once Notes issued to the Developer in this lower amount are paid in full, redeemed, satisfied, or cancelled, then the Available Revenues generated by RPA-2 may be used to secure any and all Obligations relating to not only RPA-2, but RPA-1 and/or RPA-3.

- 7.2.3 Upon the payment in full of the principal of and interest on the Obligations, and the fees, charges and expenses of the City, the Trustee and any Paying Agent, and any other amounts required to be paid under the Obligation Ordinance and the Indenture, all amounts remaining on deposit in the Special Allocation Fund shall be paid to the City for disposition pursuant to the TIF Act. Notwithstanding anything in this Agreement to the contrary, if all of the Notes held by the Developer in the Maximum Amount plus Issuance Costs are paid in full, redeemed, satisfied, or cancelled, the City has full discretion on the application of Available Revenues in accordance with the TIF Act, this sentence shall also apply if the Developer notifies the City that Notes issued in a lower amount are acceptable, as described in subsection 7.2.2 of this Agreement.

**7.3 Certification of Base for PILOTs and EATs.** Within sixty (60) calendar days after execution of this Agreement, Developer shall provide to the City or its authorized representative any documents necessary for the City or County Assessor to calculate the base for PILOTs and EATs including, but not limited to: (i) the address and locator number of all parcels of real property located within RPA-2 as of December 31, 2022; and (ii) information related to payment of economic activity taxes, including utility taxes, by any businesses, owners or other occupants of RPA-2 in the calendar year ending 2022. Within ninety (90) calendar days after execution of this Agreement, subject to Force Majeure, the City shall provide to the Developer (i) a true, correct and complete copy of the County Assessor's calculation of the total initial equalized assessed valuation of the taxable real property within RPA-2 based upon the most recently ascertained equalized assessed value of each taxable lot, block, tract, or parcel of real property within RPA-2 as of the calendar year ending 2022; and (ii) a certification of the amount of revenue from taxes, penalties and interest which are imposed by the City and other taxing districts and which are generated by economic activities within RPA-2 for the calendar year ending 2022, but excluding those personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, taxes levied for the purpose of public transportation, or licenses, fees or special assessments identified as excluded in Section 99.845.3 of the TIF Act.

**7.4 Limited Use of Available Revenues.** The City hereby agrees for the term of this Agreement to apply all Available Revenues, and any taxes, fees or assessments subsequently enacted and imposed in substitution therefor and allocable to the Special Allocation Fund under the TIF Act or this Agreement to the repayment of Notes issued under this Agreement as provided in the Obligation Ordinance and this Agreement. The City agrees to direct the officer of the City charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the City Council for each fiscal year that Notes are Outstanding a request for an appropriation of all moneys on deposit in the RPA-2 EATS Sub-Account of the Special Allocation Fund for application to the payment of the principal amount, premium, if any, and interest of the Notes. Except for a request by the Developer to amend the Obligation Ordinance to satisfy the requirements of its Lender, the Developer agrees not to challenge the legality, validity or enforceability of the Obligation Ordinance, the proceedings related thereto, or the structure or general applicability of the Available Revenues set forth herein.

**7.5 Consent to Release of Sales Tax Information.** If there are six or fewer businesses generating sales taxes, the Developer shall cause each business within RPA-2 to deliver (i) a consent to

disclose the amount of sales taxes remitted to the Missouri Department of Revenue from taxable sales within RPA-2 and to allow the City to make public such information for the purposes of complying with reporting requirements contained in the TIF Act, calculating any portion of the TIF Revenues, and making certain disclosures associated with any public offering or private placement of Bonds, and (2) a certification of such business's taxable retail sales within RPA 2 for the purpose of calculating any portion of the TIF Revenues. Receipt of such consent shall be a prerequisite to the issuance of Bonds. Notwithstanding anything in this Section 7.5 to the contrary, to the extent the Developer is unable to provide an aforementioned consent as described in this Section 7.5, the Developer may request a waiver of this obligation to provide a consent, wherein the Developer must also agree in writing to provide sufficient indemnifications to the City, as determined by the City Attorney, relating to the City's release of the information described in this Section 7.5 to the Missouri Department of Revenue.

Notwithstanding anything to the contrary in this Agreement, the City shall have no obligation to include within its calculation of any portion of the TIF Revenues the sales tax revenues generated from any business within RPA-2 that has not provided the above-described release or certification, but for which the Developer is required by this paragraph to cause to be provided. To the extent permitted by law, the City will not disclose the name of any business to which sales are attributable.

## **ARTICLE VIII. DETERMINATION OF TIF REVENUES**

**8.1 Cooperation of the Parties.** The City and the Developer agree to cooperate and take all reasonable actions necessary to cause TIF Revenues to be paid into the Special Allocation Fund, including, but not limited to, the City's enforcement and collection of all such payments through all reasonable and ordinary legal means of enforcement, and other information pertinent for payment of the Obligations.

**8.2 Further Assistance.** To further assist the City in calculating TIF Revenues, Developer or its successor(s) in interest as owner or owner(s) of the affected portion(s) of the Property shall use all reasonable efforts to:

- 8.2.1 Supply or cause to be promptly supplied to the City, copies of sales tax returns filed with Missouri Department of Revenue promptly after filing by "sellers" (as that term is defined in Section 144.010(10) of the Missouri Revised Statutes, as amended) located on the Property; and
- 8.2.2 Supply or cause to be promptly supplied to the City, copies of monthly invoices received for utility services provided to the Property including, but not limited to electric, natural gas, and telephone services; and
- 8.2.3 Request any purchaser or transferee of real property and any lessee or other user of real property located within RPA-2 to designate sales subject to sales taxes pursuant to Chapter 144 of the Revised Statutes of Missouri, as amended, to be reported as originating from RPA-2 to the fullest extent permitted by law (including reasonable efforts to negotiate for the inclusion of a clause so providing in the leases of the Property).

Notwithstanding anything herein to the contrary set forth herein, this does not apply to any Property used solely for residential for-sale uses and further provided that Developer's inability to supply the above documentation, despite the Developer's best efforts, will not be a default under this Agreement.

**8.3 Obligation to Report TIF Revenues .** Any purchaser or transferee of real property located within the Property, and any lessee or other user of real property located within the Property required to pay TIF Revenues shall use all reasonable efforts to timely furnish to the City such documentation as is required by this **ARTICLE VIII** and other applicable Section of this Agreement. So long as any Obligations are Outstanding, the Developer shall cause such obligation to be a covenant running with the land and shall be enforceable as if such purchaser, transferee, lessee or other user of such real property were originally a party to and bound by this Agreement.

## **ARTICLE IX. RIGHT TO TERMINATE**

**9.1 Developer's Right to Terminate.** Notwithstanding anything contained in this Agreement to the contrary, including, without limitation, Developer's obligation to commence or complete the Redevelopment Project, at any time prior to the delivery of a Certificate of Substantial Completion applicable to Phase II, the Developer may, by giving written notice to the City, abandon the Redevelopment Project as to Phase II and terminate this Agreement and the Developer's obligations hereunder as to the abandoned Phase II if the Developer determines, in its sole discretion, that Phase II is no longer economically feasible. Upon such termination, the City shall have no obligation to reimburse the Developer for any amounts advanced under this Agreement or costs otherwise incurred or paid by Developer for the abandoned Phase II and any Notes issued in connection with the abandoned Phase II pursuant to this Agreement shall be deemed null, void, and canceled. Upon completion of Phase II, Developer may not abandon the completed Phase II nor terminate this Agreement as to the completed Phase II, and the City shall not cancel any Obligations issued with respect to the completed Phase II and the terms of this Agreement and rights and obligations of the respective parties shall remain in full force and effect as to the completed Phase II, subject to the terms of **Section 9.2** hereof.

**9.2 City's Right to Terminate.** The City may terminate this Agreement if (a) the Developer fails to on or before December 31, 2024, to submit its Notice of Commencement of Construction for Phase II; or (b) the Developer materially breaches any representation or warranty contained in this Agreement; or (c) the Developer defaults in or breaches any material provision of this Agreement and fails to cure such default or breach as set forth in this Agreement. Upon termination of this Agreement for any reason, amounts advanced under this Agreement or costs otherwise incurred or paid by Developer and any Obligations issued in connection with this Agreement shall be deemed null, void and canceled; provided, however, that upon completion of Phase II, the Developer may not abandon the completed Phase II and neither the Developer nor the City may terminate this Agreement as to the completed Phase II, the City shall not cancel any Obligations issued with respect to the completed Phase II and the terms of this Agreement and rights and obligations of the respective parties shall remain in full force and effect as to the completed Phase II.

## **ARTICLE X. NON-COMPLIANCE; EVENT OF DEFAULT; REMEDIES**

**10.1 General Non-Compliance.** Except as is otherwise specifically addressed herein, in the event of any violation or breach of any covenant, agreement, restriction, or regulations contained in this Agreement or Redevelopment Plan by the Parties or their successors or assigns as the case may be, the non-breaching Party shall give written notice of such violation or breach and the breaching Party shall have thirty (30) calendar days after receipt of such notice to cure such breach; provided, however, that in the event that said breach cannot be cured within thirty (30) calendar days and the breaching Party shall have undertaken the curing of said breach within thirty (30) calendar days and shall diligently pursue the same, then the failure to cure said breach within thirty (30) calendar days shall not be a violation or breach hereof.

- 10.1.1 Except as otherwise provided in **Subsection 10.1.2**, in the event any breach or violation remains uncured after thirty (30) calendar days (or in the event that said breach cannot be cured within thirty (30) calendar days, the Developer has stopped diligently pursuing the same as determined by the City) from the date of notice (an “**Event of Default**”), the breaching Party, for itself and its successors and assigns, agrees that the non-breaching Party has the right and power to institute and prosecute any proceeding at law or in equity to enforce any covenant or agreement contained herein and for damages resulting therefrom; provided, however, that in no event shall the non-breaching Party be entitled to recover punitive or exemplary damages from the breaching Party. The Parties, their successors and assigns, further agree that the other Party shall have the right and power to institute and prosecute proceedings to enjoin the threatened or attempted violation of any covenant, agreement, restriction or regulation contained herein or in the Redevelopment Plan. Such legal proceedings, if against Developer, shall not affect the tax increment financing established in connection with this Agreement unless specifically provided for herein. The breaching Party at all times shall have the right to appeal to the courts from any adverse decision so rendered prior to the effectiveness of any termination hereunder.
- 10.1.2 Notwithstanding any provision in this Agreement to the contrary, the remedies available under this Agreement arising from an Event of Default due to the Developer’s failure to substantially complete Phase II in accordance with the terms of this Agreement shall be limited to the following exclusive and noncumulative remedies: the City may declare the Notes issued for Phase II null, void and cancelled and the Developer shall have no continuing obligation to complete Phase II and no continuing obligation to perform or comply with this Agreement.

**10.2 Right to Cure Developer’s Default.** Lender shall have the same rights as Developer to cure the defaults of Developer under this Agreement. In addition, if Lender reasonably determines that it is necessary to own some or all of the Property in order to cure such default(s) of Developer under this Agreement, the period for Lender to cure such default(s) shall be extended for such period of time as shall reasonably be agreed to in writing between Lender and the City in order for Lender to foreclose on the Property (or any portion thereof) or otherwise acquire title to the Property (or any portion thereof).

**10.3 Extensions of Time for Performance.** Notwithstanding any provision of this Agreement to the contrary, neither Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of (and for the duration of) any delay caused by Force Majeure; provided, however, that (i) such event of Force Majeure shall not be deemed to exist as to any matter initiated or sustained by the Developer in bad faith, and (ii) the Developer notifies the City in writing within thirty (30) calendar days of the commencement of such claimed event of Force Majeure. Developer shall, upon request, provide the City with reasonable evidence, acceptable to the City Administrator of the City or the City’s legal counsel, substantiating any claim of Force Majeure. Further, in no event will an event of Force Majeure extend the times for performance by more than 24 months.

**ARTICLE XI.  
SUCCESSORS AND ASSIGNS**

**11.1 Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.

**11.2 Assignment or Sale.** Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of the Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after redevelopment of the Redevelopment Project, whereupon the party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although any such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement), provided that until Substantial Completion of the Work and Redevelopment Project, the rights, duties and obligations of the Developer under this Agreement to perform the Work and Redevelopment Project shall not be assigned in whole or in part without the prior written approval of City, which approval shall not be unreasonably withheld, conditioned or delayed upon a reasonable demonstration by Developer of the proposed transferee's or assignee's experience and financial capability to undertake and complete such portions of the Work and Redevelopment Project and perform the Developer's obligations under this Agreement, all in accordance with this Agreement. Notwithstanding the foregoing, no such notice and approval or consent shall be required with respect to (a) the collateral assignments and pledges provided to Lender in connection with Developer's financing of the Redevelopment Project, (b) the assignment of any Phase or portion of any Phase of this Agreement or the obligations hereunder to any Permitted Assignee, (c) the sale or lease of the Property in the ordinary course of business if Developer's rights under this Agreement are not being assigned, or (d) any sale of any Property to be used solely as residential for-sale housing; provided, however, that for any assignment under (a) or (b) above, the Developer shall remain liable for the Substantial Completion of Phase II or portion thereof unless the City has given its prior written approval after demonstration of the Permitted Assignee's ability to complete such Phase II or portion thereof as set forth above, which approval shall not be unreasonably withheld, conditioned or delayed.

**11.3 Assignment or Sale to Exempt Organization.** Prior to any sale, transfer, or other disposition of all or any portion of the Property or any interest therein to an entity or organization exempt from payment of ad valorem property taxes, such organization shall be required to agree not to apply for an exemption from payment of such property taxes for a period ending on the earlier of the date that all Obligations are paid in full or twenty-three (23) years from the date that the Obligation Ordinance was adopted by the City. The Developer shall make this requirement a covenant running with the land, enforceable for such period as if such purchaser or other transferee or possessor thereof were originally a party to and bound by this Agreement.

**11.4 Notice to City of Transfer.** Developer agrees to notify the City in writing of any sale, transfer, or other disposition of the Property or any interest therein as permitted by this **Section 11** of this Agreement within thirty (30) calendar days after the date of said sale, transfer or other disposition; provided, however, no notice shall be required for any sale, transfer, or other disposition that relates to the sale of residential for-sale housing. Said notice shall specify the name and address of the person so acquiring any or all of the Property or any interest therein and shall identify the Property to be sold, transferred, or otherwise disposed, whether by voluntary transfer or otherwise. Notwithstanding the foregoing, no such notice shall be required with respect to the deed of trust and collateral assignments and pledges provided to Lender in connection with Developer's initial financing of the Redevelopment Project.

**ARTICLE XII.  
RELEASE AND INDEMNIFICATION**

**12.1 Release and Indemnification.** The indemnifications and covenants contained in this **ARTICLE XII** as set forth below shall survive termination or expiration of this Agreement and shall be binding obligations of Developer.

**12.2 No Liability.** Notwithstanding anything herein to the contrary, the City, and its governing body members, officials, officers, agents, servants, employees and independent contractors shall not be liable to Developer for damages or otherwise in the event that all or any part of the TIF Act, or any ordinance adopted in connection with either the TIF Act, this Agreement or the Redevelopment Plan, is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or Developer are prevented from enjoying the rights and privileges hereof.

**12.3 Actions Contesting the Validity and Enforceability of the Redevelopment Plan.** During such time as Developer is the owner of Obligations, if a third party brings an action against the City, the Developer, or the City's or Developer's respective officials, officers, agents, employees or representatives contesting the validity or legality of the Redevelopment Area, the Redevelopment Project, the Redevelopment Plan, the Obligations, or the ordinance approving this Agreement, Developer may (but shall not be obligated to), at its option, assume the defense of such claim or action with counsel of Developer's choosing, but Developer may not settle or compromise any claim or action for which Developer has assumed the defense without the prior written approval of the City, which approval will not be unreasonably withheld, conditioned, or delayed. The Parties expressly agree that so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the City and Developer in any such proceeding; provided, Developer and its counsel shall consult with the City throughout the course of any such action and Developer shall pay all reasonable and necessary fees, expenses, and costs incurred by the City in connection with such action. All cost of any such defense, whether incurred by the City or the Developer, shall be deemed to be Reimbursable Redevelopment Project Costs and reimbursable from any amounts in the Special Allocation Fund, subject to this Agreement.

**12.4 Release.**

12.4.1 Developer releases from and covenants and agrees that the City and its governing body members, officials, officers, agents, servants, employees and independent contractors shall not be liable for, and agrees to indemnify defend and hold harmless the City and its governing body members, officials, officers, agents, servants, employees and independent contractors against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Property or construction of the Redevelopment Project, including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including attorneys fees, expenses, and costs, except for those matters arising out of the gross negligence or willful misconduct of the City's governing body members, officials, officers, agents, servants, employees and independent contractors.



- 12.4.2 The City's governing body members, officials, officers, agents, servants, employees and independent contractors shall not be liable for any damage or injury to the persons or property of Developer, or their officers, agents, servants or employees or any other person who may be about the Property or the Redevelopment Project except for matters arising out of the gross negligence or willful misconduct of the City's governing body members, officials, officers, agents, servants, employees and independent contractors.
- 12.4.3 All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officials, officers, agents, servants or employees in their individual capacities.
- 12.4.4 No official, officer, employee or representative of the City shall be personally liable to Developer: (1) in the event of a default or breach by any Party under this Agreement, or (2) for any amount or any Obligations which may become due to any Party under the terms of this Agreement.
- 12.4.5 Developer releases from and covenants and agrees that the City's governing body members, officials, officers, employees, agents and independent contractors shall not be liable for, and agrees to indemnify, defend and hold the City, and its governing body members, officials, officers, employees, agents and independent contractors, harmless from and against any and all suits, interest, claims and cost of attorneys fees, expenses, and costs incurred by any of them, resulting from, arising out of, or in any way connected with: (1) the construction of the Work, (2) the negligence or willful misconduct Developer and their respective employees, agents or independent contractors in connection with the design management, development, redevelopment and construction of the Redevelopment Project, and (3) compliance by Developer with all applicable state, federal and local environmental laws, regulations and ordinances as applicable to the Property, to the extent such condition existed prior to the acquisition thereof by Developer; except that the foregoing release and indemnification shall not apply in the case of such liability arising directly out of the gross negligence or willful misconduct of the City or its authorized governing body members, officials, officers, employees, agents and independent contractors or which arises out of matters undertaken by the City following termination of this Agreement.

**ARTICLE XIII.  
MAINTENANCE OBLIGATIONS**

**13.1 Maintenance of the Property.** The Developer shall remain in compliance with all provisions of the City's ordinances relating to maintenance and appearance of the Property during the construction of the Redevelopment Project or any portion thereof. Upon Substantial Completion of the Redevelopment Project and so long as any Obligations are Outstanding, the Developer or its successor(s) in interest, as owner or owners of the affected portion(s) of the Property, shall, during the remainder of the term of this Agreement (but subject to any delay caused by an event of Force Majeure), maintain or cause to be maintained the buildings and improvements within the Redevelopment Area which it owns in a good state of repair and attractiveness and in conformity with applicable state and local laws, ordinances and regulations. If there are separately-owned or ground leased parcels of real estate on the Property

during the term of this Agreement, each owner or lessee as a successor in interest to the Developer shall maintain or cause to be maintained the buildings and improvements on its parcel in a good state of repair and attractiveness and in conformity with applicable state and local laws, ordinances and regulations.

**13.2 Maintenance of Public Improvements.** The parties to this Agreement acknowledge, understand, and agree that none of the public improvements completed in or about the Property relating to the Redevelopment Project, will be conveyed to the City for maintenance. Further, that Developer will provide for the ongoing maintenance and repair of all public improvements completed in or about the Property relating to the Redevelopment Project. This obligation shall run with the land and shall be binding upon any owner of the real property of the Redevelopment Area. Notwithstanding anything in this Agreement to the contrary, this Section 13.2 does not prohibit the City from accepting for maintenance any projects relating to the Special District.

#### **ARTICLE XIV. NOTICE**

**14.1 Notice.** Any notice, demand or other communication required by this Agreement to be given by either Party hereto to the other or to Developer shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, sent via overnight delivery with confirmation receipt, or delivered personally:

In the case of the Developer to:

Wildhorse Village, LP  
c/o Clayco, Inc.  
7800 Forsyth Boulevard, Suite 300  
Clayton, Missouri 63105  
Attention: Jeffrey J. Tegethoff  
Phone: (314) 429-5100  
Email: tegethoffj@realcrg.com

With a copy to:

Husch Blackwell LLP  
190 Carondelet Plaza, Suite 600  
Clayton, Missouri 63105  
Attention: David G. Richardson  
Phone: (314) 480-1500  
Email: David.Richardson@huschblackwell.com

In the case of the City to:

City of Chesterfield, Missouri  
690 Chesterfield Parkway West  
Chesterfield, Missouri 63017  
Attention: City Administrator  
Phone: (636) 537-4711  
Email: cityadministrator@chesterfield.mo.us

With a copy to:

Armstrong Teasdale LLP  
7700 Forsyth Boulevard, Suite 1800  
St. Louis, Missouri 63105  
Attention: Robert D. Klahr  
Phone: (314) 552-6683  
rklahr@atllp.com

or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this Section. Notice shall be deemed given and received as of the date of personal delivery, overnight delivery or confirmed facsimile, or as of the first day immediately following the date of receipt marked on the return card for registered or certified mail.

## **ARTICLE XV. GENERAL PROVISIONS**

**15.1 Inspection.** The City may conduct such periodic inspections of the Work and Redevelopment Project as may be generally provided in the building code of the City. In addition, Developer shall allow other authorized representatives of the City access to the Work and Redevelopment Project site from time to time upon reasonable advance notice prior to the completion of the Work and Redevelopment Project for reasonable inspection thereof. Developer shall also allow the City and their respective employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work and Redevelopment Project as the City determines is reasonable and necessary to verify Developer's compliance with the terms of this Agreement.

**15.2 Choice of Law.** This Agreement shall be taken and deemed to have been fully executed, made by the Parties in, and governed by, the laws of State of Missouri for all purposes and intents.

**15.3 Entire Agreement; Amendment.** The Parties agree that this Agreement constitutes the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties. The terms, conditions and provisions of this Agreement cannot be amended, modified or eliminated except by mutual agreement between Developer and the City, and their respective successors and assigns in a writing signed and executed by all Parties setting forth the terms of any such amendment or modification, and provided further, that any amendment in conflict with any provision of the Redevelopment Plan shall require the written approval of the City.

**15.4 Counterparts.** This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

**15.5 Severability.** In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

**15.6 Representatives Not Personally Liable.** No elected or appointed official, officer, agent, employee or representative of the City shall be personally liable to Developer in the event of any default or breach by any Party under this Agreement, or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

**15.7 Federal Work Authorization Program.** The Developer acknowledges that Section 285.530 of the Revised Statutes of Missouri, as amended, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform

work within the state of Missouri, and that, to the extent that the employees of the Developer working in connection with the Redevelopment Project apply, the Developer is required to comply with the provisions of Section 285.530 of the Revised Statutes of Missouri, as amended, as a condition to the receipt of the incentives described herein with respect to the such employees working in connection with the Redevelopment Project. At the time of submission of each Certificate of Reimbursable Redevelopment Project Costs and each Certificate of Substantial Completion, the Developer will provide a sworn affidavit and supporting documentation affirming participation in a qualified work authorization program as evidence of its compliance with Section 285.530 of the Revised Statutes of Missouri, as amended, with respect to the employees of the Developer working in connection with the Redevelopment Project, to the extent the Developer has any such employees.

**15.8 Nondiscrimination.** Developer agrees that, as an independent covenant running with the land forever, there shall be no discrimination upon the basis of race, creed, color, national origin, sex, age, marital status or physical handicap in the sale, lease, rental, occupancy or use of any of the facilities under its control on the Property or any portion thereof and said covenant may be enforced by the City or the United States of America or any of their respective agencies. Developer further agrees that it shall cause a provision containing the covenants in this Section shall be included in all agreements pertaining to the lease or conveyance or transfer (by any means) of all or a portion of the Property.

**15.9 Hazardous Substances.** Developer agrees that it will comply or cause compliance with all laws, orders and regulations of any governmental authority regarding Hazardous Materials (as defined in this **Section 15.9**) which are applicable to its use of RPA-2. Hazardous Materials include Hazardous Materials and Substances as defined by 42 USC section 9601, et seq. including any amendments thereto (CERCLA) any Hazardous Chemical as defined in 24 CFR 1910.1450, any substance, waste or other material considered hazardous, dangerous, or toxic under any of the laws, orders and regulations of any governmental authority relating to Hazardous Materials.

**15.10 Compliance with Affirmative Action, Equal Opportunity and Non-Discrimination Laws and Regulations.** In any contract for work in connection with the Work, Developer (which term shall include any transferees, lessees, designees, successors and assigns thereof, including without limitation any entity which is a related entity to such entities), its contractors and subcontractors shall comply with all federal and state laws, ordinances or regulations governing equal opportunity and nondiscrimination.

**15.11 Employment of City Officials, Officers, or Employees.** In the acquisition, leasing, construction, rehabilitation and/or operation of the Work or the Redevelopment Project, Developer shall not knowingly employ or contract with any person who is a member of the governing body of the City, or is employed by any such political subdivision in an administrative capacity, by which is meant those who have selection, hiring or supervisory or operational responsibility for the work to be performed pursuant to this Agreement.

**15.12 Cooperation.** The Parties to this Agreement agree to cooperate with the other Party in carrying out the Redevelopment Plan as the same applies to the Property, the Work, and the Redevelopment Project, with due diligence and will perform each and every act required of it under this Agreement.

**15.13 Personal Liability.** No official, officer, or employee of the City, or Developer shall be personally liable to the other Party or any successor in interest or assign of the other Party, in the event to any default or breach by such party or successor or assign on any obligation under the terms of this Agreement.

**15.14 Enforcement of Agreement.** The Parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that the Parties shall be entitled to obtain an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof.

**15.15 Recording of Agreement.** Developer shall, within 10 Business Days of the execution of this Agreement, submit to the St. Louis County Recorder's Office an original of this Agreement for recording, and the agreements and covenants contained herein shall be covenants running with the land.

**15.16 Anti-Discrimination Against Israel Act.** By entering into this Agreement, the Developer certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Developer understands that "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

## **ARTICLE XVI. REPRESENTATIONS OF THE PARTIES**

**16.1 Representations of Developer.** The Developer hereby represents and warrants it has full power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings. This Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms. Except for a request to amend the Redevelopment Plan as may be necessary to comply with the provisions of this Agreement, the Developer agrees not to challenge the legality, validity or enforceability of the Redevelopment Plan or the proceedings related thereto.

**16.2 Representations of City.** The City hereby represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, including without limitation the right, power and authority to issue and sell the Obligations, and all of the foregoing have been or will be, upon adoption of ordinances authorizing the issuance of the Obligations, duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

## **ARTICLE XVII. SPECIAL DISTRICT**

### **17.1 Special District.**

(a) The Developer hereby covenants and agrees to take all actions necessary to assist in the establishment of the Special District for all of the Property comprising RPA-2 and the implementation of the funding mechanism for the Special District, as described in this Article XVII, all in accordance with the Special District Act. The aforementioned shall include, but is not limited to, petitioning the City for the establishment of the Special District for all of the Property comprising RPA-2, in accordance with the Special District Act, and voting in favor of the funding mechanism for the Special District. In accordance with this **Section 17.1**, the Developer shall submit a petition to the City no later than thirty (30) calendar

days from the date of this Agreement, requesting the establishment of the Special District (the “*Special District Petition*”). Notwithstanding anything in this Agreement to the contrary, Developer’s failure to submit the Special District Petition to the City as set forth in this **Section 17.1** by no later than thirty (30) calendar days from the date of this Agreement will constitute an Event of Default and will allow the City to terminate this Agreement in accordance with **Section 9.2** hereof; provided, however, that the Developer shall have the right to cure such Event of Default within ten (10) Business Days of receiving written notice from the City of such Event of Default. Notwithstanding anything in this Agreement to the contrary, the Developer’s Special District Petition may exclude the portions of the Property known as the Wildhorse Apartments and the AC Hotel by Marriott St. Louis Chesterfield.

(b) The Special District’s advisory board or commission, shall consist of 7 members who shall be selected by the City, and consented to by the governing body of the City. Two of the 7 members of the Special District’s advisory board or commission shall be designees of the Developer, the remaining 5 members shall be designees of the City.

(c) The Developer states that at the time of the execution of this Agreement, it has sold a portion of the Property to unrelated developers for the construction of residential properties. The Developer states that it will use its best efforts to cause the aforementioned unrelated developers to (i) join in the Special District Petition, (ii) not object to the Special District Petition and the Special District, and (iii) vote in favor of the funding mechanism for the Special District. Further, in addition to recording a copy of this Agreement as described in Section 15.15 of this Agreement, the Developer will disclose the existence of any Special District to any homeowners and residents within the Special District in a separate writing in a form to be approved by the City’s legal counsel, and shall cause any unrelated developers to do the same.

(d) The Special District Petition shall comply with the requirements of the Special District Act and include, among other things, (a) description of the boundaries of the Special District as set forth in **Section 17.1(a)** hereof, (b) request that the Special District impose a tax upon the owners of real property within the Special District in an amount not to exceed eighty-five cents on the one-hundred-dollar assessed valuation, and (c) include the proposed uses to which the Special District Revenues may be put which shall include all qualified and allowable expenditures allowed under the Special District Act including, but not limited to:

- (i) maintenance, repair, and replacements of the Paved Lake Trail;
- (ii) maintenance, repair, and replacement of City accepted streets and on-street parking;
- (iii) maintenance, repair, and replacement of street lighting;
- (iv) maintenance, repair, and replacement of landscaped center medians within City accepted streets, including irrigation (to the extent they are separable from systems serving other areas not to be maintained by the City);
- (v) security;
- (vi) legal, insurance, administration, and financial oversight; and
- (vii) all other qualified and allowable expenditures of any other special district located within the City, established in accordance with the Special District Act.

IN WITNESS WHEREOF, Developer and City have caused this Agreement to be executed in their respective names and attested as to the date as set forth below.

“CITY”:

CITY OF CHESTERFIELD, MISSOURI

By: \_\_\_\_\_  
Bob Nation, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

“DEVELOPER”:

WILDHORSE VILLAGE, LP

By: \_\_\_\_\_  
[name, title]

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

On this day of [\_\_\_\_\_, 20\_\_], before me appeared Bob Nation, to me personally known, who, being by me duly sworn, did say that said individual is the Mayor of the CITY OF CHESTERFIELD, MISSOURI, an incorporated political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its City Council, and said individual acknowledged said instrument to be the free act and deed of said City.

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

Printed Name: \_\_\_\_\_

(SEAL)

My Commission Expires:

\_\_\_\_\_



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

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that said individual is the \_\_\_\_\_ of WILDHORSE VILLAGE, LP, a Missouri limited partnership, and that such officer is authorized to sign the instrument on behalf of said limited partnership, and acknowledged to me that such officer executed the within instrument as said limited partnership’s free act and deed.

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

Printed Name: \_\_\_\_\_

(SEAL)

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

**EXHIBIT A – Notice of Commencement of Construction**

**FORM OF NOTICE OF COMMENCEMENT OF CONSTRUCTION OF PHASE II**

The undersigned, being a duly authorized officer of Wildhorse Village, LP (the “Developer”), delivers this notice to the City of Chesterfield, Missouri (the “City”) in connection with the Redevelopment Agreement for Chesterfield Regional Area RPA-2 dated as of [\_\_\_\_\_], 2023 (the “Agreement”) by and between the City and the Developer. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

The undersigned hereby certifies as to the following:

1. All property within RPA-2 necessary for Phase II of the Redevelopment Project, has been acquired by Developer or a related entity in accordance with the Agreement.
2. An agreement with a contractor or contractors to complete [insert portion] of Phase II of the Redevelopment Project has been entered into.
3. All necessary financing to complete Phase II of the Redevelopment Project has been obtained or other funding is available.
4. This Notice of Commencement of Construction is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer’s satisfaction of all obligations and covenants with respect to commencement of construction of Phase II of the Redevelopment Project.

Executed by the Developer this \_\_\_\_\_ day of [\_\_\_\_\_].

WILDHORSE VILLAGE, LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT B – Certificate of Reimbursable Redevelopment Project Costs**

**FORM OF CERTIFICATE OF  
REIMBURSABLE REDEVELOPMENT PROJECT COSTS**

To:

City of Chesterfield, Missouri  
690 Chesterfield Parkway West  
Chesterfield, Missouri 63017  
Attention: City Administrator

**Re: City of Chesterfield, Missouri, Chesterfield Regional Tax Increment Financing  
Redevelopment Plan and Project, RPA-2**

Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement for Chesterfield Regional Area RPA-2 dated as of [\_\_\_\_\_], 2023 (the “Agreement”), by and between the City and Wildhorse Village, LP, a Missouri limited partnership (the “Developer”). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on Schedule 1 hereto is a Reimbursable Redevelopment Project Cost and was incurred in connection with the construction of the Redevelopment Project and attached hereto are itemized invoices, receipts or other information evidencing such costs.

2. These Reimbursable Redevelopment Project Costs have been incurred or paid and are reimbursable under the Approving Ordinance and the Agreement.

3. With respect to Phase II, Reimbursable Redevelopment Project Costs of at least \$500,000.00 have been incurred.

4. Each item listed on Schedule 1 has not previously been paid or reimbursed from money derived from the Special Allocation Fund or any money derived from any project fund established pursuant to the Obligation Ordinance, and no part thereof has been included in any other certificate previously filed with the City.

5. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

6. All necessary permits and approvals required for the portion of the Work for which this certificate relates have been issued and are in full force and effect.

7. All Work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Redevelopment Plan and the Agreement.

8. If any cost item to be reimbursed under this Certificate of Reimbursable Redevelopment Project Costs is deemed not to constitute a “redevelopment project cost” within the meaning of the TIF Act and the Agreement, the Developer shall have the right to substitute other eligible Reimbursable Redevelopment Project Costs for payment hereunder.

9. The costs to be reimbursed under this Certificate constitute advances qualified for tax-exempt Notes:

Yes: \_\_\_\_\_ No: \_\_\_\_\_

10. Attached to this Certificate of Reimbursable Redevelopment Project Costs is an affidavit verifying compliance with a federal work authorization program pursuant to Section 285.530 of the Revised Statutes of Missouri, as amended.

11. The Developer is not in default or breach of any material term or condition of the Agreement beyond the applicable cure period, if any.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WILDHORSE VILLAGE, LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved for Payment this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF CHESTERFIELD, MISSOURI

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SCHEDULE 1

The Developer has incurred the following Reimbursable Redevelopment Project Costs:

Payee:	Amount:	Description of Reimbursable Redevelopment Project Costs:

**EXHIBIT C – Certificate of Substantial Completion**

**CERTIFICATE OF SUBSTANTIAL COMPLETION  
OF PHASE II DELIVERED BY  
WILDHORSE VILLAGE, LP**

The undersigned, WILDHORSE VILLAGE, LP, a Missouri limited partnership (the “Developer”), pursuant to that certain Redevelopment Agreement for Chesterfield Regional Area RPA-2 dated as of [\_\_\_\_\_], 2023, by and between the City of Chesterfield, Missouri (the “City”), and the Developer (the “Agreement”), hereby certifies to the City as follows:

1. That as of \_\_\_\_\_, the construction of Phase II (as defined in the Agreement) has reached Substantial Completion in accordance with the Agreement.

2. That the Work has been performed in a workmanlike manner and lien waivers for applicable portions of the Work have been obtained.

3. This Certificate of Substantial Completion (this “Certificate”) is accompanied by the project engineer’s certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as Appendix A and by this reference incorporated herein, certifying that such Work has been substantially completed in accordance with the Agreement.

4. This Certificate is being issued by the Developer to the City in accordance with **Section 4.9** of the Agreement to evidence satisfaction of all obligations and covenants with respect to the Work for Phase II.

5. The City’s acceptance below or the City’s failure to object in writing to this Certificate within thirty (30) Business Days of the City’s receipt of this Certificate (which written objection, if any, must be delivered to the Developer prior to the end of such thirty (30) Business Day period), and the recordation of this Certificate with the St. Louis County Recorder of Deeds, shall evidence the satisfaction of the Developer’s agreements and covenants to construct Phase II with respect to which this Certificate relates.

6. This Certificate shall be recorded in the office of the St. Louis County Recorder of Deeds. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

7. Attached to this Certificate is an affidavit verifying compliance with a federal work authorization program pursuant to Section 285.530 of the Revised Statutes of Missouri, as amended.

Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this \_\_\_\_\_ day of \_\_\_\_\_, 20[\_\_\_].

WILDHORSE VILLAGE, LP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED:

City of Chesterfield, Missouri

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Insert Notary Blocks]

Appendix A

Engineer's AIA Certificate of Substantial Completion

(Attached hereto.)



**EXHIBIT D-1 – Legal Description of the Redevelopment Area**

A tract of land being part of U.S. Surveys 123, 415, 2002 and 2031, 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 western corner of Burkhardt Place as dedicated by Plat Book 283 Page 37 of the above said county records, also being the southern corner of Burkhardt Place as dedicated by Deed Book 23588 Page 3666 of said county records, being on a curve to the left having a radius of 775.00 feet; thence the following courses and distances along the south and west lines of that part of Burkhardt Place, dedicated by Deed Book 23588 Page 3666: along said curve an arc distance of 342.59 feet, and a chord which bears South 80 degrees 42 minutes 32 seconds West, 339.80 feet, to a point of reverse curve having a radius of 405.00 feet; along said curve an arc distance of 805.88 feet and a chord which bears North 44 degrees 41 minutes 16 seconds West, 679.35 feet to a point of reverse curve having a radius of 925.00 feet; along said curve an arc distance of 845.72 feet and a chord which bears North 13 degrees 54 minutes 00 seconds West, 816.57 feet to a point of reverse curve having a radius of 405.00 feet; and along said curve an arc distance of 346.17 feet and a chord which bears North 15 degrees 35 minutes 22 seconds West, 335.72 feet, thence crossing said Burkhardt Place, South 81 degrees 10 minutes 37 seconds East, 60.00 feet to the east right-of-way of said Burkhardt Place; thence North 07 degrees 22 minutes 28 seconds East, 9.88 feet to the beginning of a curve to the right having a radius of 84.61 feet; along said curve with an arc length of 89.68 feet and a chord which bears North 38 degrees 52 minutes 37 seconds East, 85.54 feet; thence North 67 degrees 50 minutes 19 seconds East, 2.34 feet to the beginning of a curve to the right having a radius of 95.00 feet; along said curve with an arc length of 24.21 feet and a chord which bears North 75 degrees 08 minutes 22 seconds East, 24.14 feet to its intersection with the south right-of-way line of Wildhorse Creek Road, variable width; said point also being the beginning of a curve to the left having a radius of 996.00 feet; thence along said right-of-way line the following courses and distances: along said curve with an arc length of 493.99 feet and a chord which bears North 86 degrees 48 minutes 46 seconds East, 488.94 feet; North 78 degrees 50 minutes 50 seconds East, 52.73 feet to the beginning of a curve to the right having a radius of 907.00 feet; along said curve with an length of 93.30 and a chord which bears North 71 degrees 21 minutes 25 seconds East, 93.26 feet to the west line of Parkview Terrace, thence crossing said road along last said curve with an arc length of 320.45 feet and a chord which bears North 84 degrees 25 minutes 32 seconds East, 318.79 feet; North 04 degrees 32 minutes 49 seconds East, 11.26 feet to the beginning of a curve to the right having a radius of 95.00 feet; along said curve with an arc length of 9.03 feet and a chord which bears South 89 degrees 53 minutes 38 seconds East, 9.03 feet continuing along said curve to the right having a radius of 919.00 feet with an arc length of 404.27 feet and a chord which bears South 72 degrees 17 minutes 22 seconds East, 401.02 feet; thence crossing said Wildhorse Creek Road, North 30 degrees 18 minutes 46 seconds East, 72.12 feet to the north right-of-way line of said Wild Horse Creek Road, said point also being located on the centerline of that part of Chesterfield Airport Road ( f.k.a. Olive Street Road) as vacated by instrument recorded in Book 23423, Page 89 of above said records; thence along said centerline the following courses and distances: North 44 degrees 11 minutes 10 seconds West, 279.36 feet; North 44 degrees 11 minutes 10 seconds West, 89.38 feet and North 55 degrees 53 minutes 33 seconds West, 176.60 feet to its intersection with the direct southwest prolongation of the west line of a tract of land as conveyed to 16517/16519 Old Chesterfield LLC by instrument recorded in Book 23682, Page 469 of above said records; thence along said

prolongation line and last said west line, North 00 degrees 11 minutes 41 seconds East, 837.85 feet to the southwestern right-of-way line of Interstate Route 64, variable width; thence along said right-of-way line the following courses and distances: South 42 degrees 02 minutes 08 seconds East, 656.48 feet to the beginning of a curve to the right having a radius of 11157.00 feet; along said curve with an arc length of 709.33 feet and a chord which bears South 40 degrees 13 minutes 10 seconds East, 709.21 feet; North 77 degrees 10 minutes 33 seconds East, 0.27 feet to the beginning of a non-tangential curve to the right having a radius of 5664.58 feet; along said curve with an arc length of 38.40 feet and a chord which bears South 34 degrees 40 minutes 44 seconds East, 38.40 feet; South 24 degrees 24 minutes 24 seconds East, 125.81 feet; South 14 degrees 29 minutes 30 seconds West, 134.14 feet; South 03 degrees 21 minutes 32 seconds East, 145.49 feet South 40 degrees 19 minutes 34 seconds West, 105.00 feet and South 87 degrees 48 minutes 56 seconds West, 81.05 feet thence crossing said Wild Horse Creek Road, South 40 degrees 25 minutes 28 seconds West, 92.67 feet to the south right-of-way line of said road; thence along said right-of-way line the following , South 40 degrees 25 minutes 28 seconds West, 7.17 feet; South 49 degrees 40 minutes 30 seconds East, 112.49 feet to the beginning of a curve to the left having a radius of 1,959.56 feet; along said curve with an arc length of 300.82 feet and a chord which bears South 54 degrees 04 minutes 45 seconds East, 300.52 feet South 58 degrees 25 minutes 45 seconds East, 164.17 feet to the beginning of a curve to the left having a radius of 1,959.56 feet; along said curve with an arc length of 84.52 feet and a chord which bears South 59 degrees 40 minutes 44 seconds East, 84.52 feet and South 17 degrees 50 minutes 47 seconds East, 135.74 feet to the west right-of-way

line of Chesterfield Parkway West, variable width; thence crossing said Chesterfield Parkway West, South 60 degrees 32 minutes 41 seconds East, 73.31 feet to the east right-of-way line of said of Chesterfield Parkway West; thence along said east right-of-way line North 71 degrees 17 minutes 55 seconds East, 135.85 feet to its intersection with the southern right-of-way line of Interstate Route 64, variable width; thence along said right-of-way line the following course and distances: South 69 degrees 05 minutes 52 seconds East, 32.21 feet; South 59 degrees 27 minutes 48 seconds East, 217.63 feet; South 33 degrees 54 minutes 58 seconds East, 563.21 feet; South 55 degrees 50 minutes 01 second West, 15.03 feet to the beginning of a curve to the left having a radius of 2,929.93 feet; along said curve with an arc length of 20.37 feet and a chord which bears South 34 degrees 40 minutes 47 seconds East, 20.37 feet; North 55 degrees 44 minutes 16 seconds East, 14.92 feet to the beginning of a curve to the left having a radius of 2,914.93 feet along said curve with an arc length of 539.15 feet and a chord which bears South 38 degrees 51 minutes 56 seconds East, 538.38 feet; South 44 degrees 50 minutes 03 seconds West, 10.00 feet to the beginning of a curve to the left having a radius of 2,924.93 feet; along said curve with an arc length of 297.79 feet and a chord which bears South 48 degrees 04 minutes 57 seconds East 297.66 feet; South 33 degrees 46 minutes 27 seconds East, 104.87 feet; South 49 degrees 20 minutes 14 seconds East, 99.00 feet; South 58 degrees 35 minutes 13 seconds East, 15.00 feet; North 10 degrees 39 minutes 06 seconds East, 54.56 feet to the beginning of a non-tangential curve to the left having a radius of 2,914.93 feet; along said curve with an arc length of 54.29 feet and a chord which bears South 55 degrees 13 minutes 54 seconds East, 54.29 feet; South 37 degrees 50 minutes 04 seconds East, 51.79 feet; South 57 degrees 08 minutes 21 seconds East, 104.82 feet; South 57 degrees 06 minutes 50 seconds East, 362.80 feet and South 42 degrees 53 minutes 17 seconds East, 8.16 feet to its intersection with the western right-of-way of East Chesterfield Center as vacated by Book 8872, Page 2431, said point also being located on a non-tangential curve to the right having a radius of 61.00 feet; thence along the said western right-of-way line the following courses and distances: along said curve with an arc length of 31.10 feet and a chord which bears South 13 degrees 32 minutes 29 seconds West, 30.76 feet; South 28 degrees 09

minutes 05 seconds West, 126.11 feet; South 29 degrees 49 minutes 21 seconds West, 56.32 feet to the beginning of a curve to the left having a radius of 311.50 feet; along said curve with an arc length of 225.89 feet and a chord which bears South 09 degrees 22 minutes 11 seconds West, 220.97 feet; South 11 degrees 24 minutes 16 seconds East, 157.91 feet to the beginning of a curve to the right having a radius of 250.00 feet; along said curve with an arc length of 104.44 feet and a chord which bears South 00 degrees 33 minutes 49 seconds West, 103.68 feet and South 12 degrees 36 minutes 11 seconds West, 43.83 feet; thence

crossing said Chesterfield Center and along the south line of a tract of land as conveyed to Hp Chesterfield LLC by instrument recorded in Book 20786, Page 615 of above said records; an a curve to the left having a radius of 473.00 feet, an arc length of 208.18 feet and a chord which bears South 87 degrees 54 minutes 27 seconds East, 203.50 feet; to the western right-of-way line of Clarkson Road, variable width thence along said right-of-way line the following courses and distances: South 39 degrees 55 minutes 19 seconds West, 21.05 feet; South 34 degrees 26 minutes 44 seconds West, 108.95 feet; South 34 degrees 26 minutes 46 seconds West, 386.00 feet; South 23 degrees 32 minutes 25 seconds West, 181.58 feet; South 31 degrees 7 minutes 33 seconds West, 828.33 feet and South 85 degrees 40 minutes 34 seconds West, 26.89 feet to its intersection with the north right-of-way line of West Chesterfield Parkway, said point also being located on a curve to the left having a radius of 1,060.17 feet; thence along said right-of-way line the following courses and distances: along said curve with an arc length of 334.12 feet and a chord which bears North 73 degrees 50 minutes 32 seconds West, 332.74 feet; North 82 degrees 52 minutes 15 seconds West, 63.94 feet and South 86 degrees 44 minutes 25 seconds West, 35.95 feet to the southeastern corner of Lot C108 of above said Chesterfield Village Area "A" Phase One Plat One; thence along the eastern line of said Lot C108, North 02 degrees 24 minutes 16 seconds East, 153.50 feet to the northeastern corner of thereof; thence along the northern and east lines of Lots C108, and Lot 1 of the Chesterfield Village Area "A" Phase One Plat One Lots C109 and C208 Lot Consolidation Plat, a subdivision according to the plat thereof as recorded in Plat Book 367, Page 521 of above said records, the following: North 52 degrees 55 minutes 44 seconds West, 837.00 feet; North 18 degrees 15 minutes 44 seconds West, 305.01 feet; North 64 degrees 15 minutes 19 seconds West, 41.67 feet to the beginning of a curve to the left having a radius of 432.37 feet; along said curve with an arc length of 106.59 feet and a chord which bears South 60 degrees 41 minutes 27 seconds West, 106.62 feet to the beginning of a curve to the left having a radius of 338.26 feet an arc length of 254.23 feet and a chord which bears 73 degrees 45 minutes 20 seconds West, 248.28 feet and North 84 degrees 41 minutes 22 seconds West, 14.47 feet to the eastern right-of-way line of said West Chesterfield Parkway, said point also being located on a curve to the right having a radius of 763.50 feet; thence along said curve with an arc length of 37.52 feet and a chord which bears North 03 degrees 53 minutes 50 seconds East, 37.51 feet and North 06 degrees 42 minutes 12 seconds East, 37.51 feet to the southwest corner of Lot C110 of Chesterfield Village Area A Phase 1 Plat 2 according to the plat thereof as recorded in Plat Book 166, Page 84 of above said records, said point also being the

beginning of a curve to the right having a radius of 763.50 feet; along said right-of-way and said curve with an arc length of 3.77 feet and a chord which bears North 08 degrees 29 minutes 03 seconds East, 3.77 feet to the intersection of the prolongation of the north right-of-way line of Lydia Hill Drive, variable width; thence along said prolongation line and the north right-of-way line of Lydia Hill Drive, North 89 degrees 23 minutes 30 seconds West, 614.31 feet to its intersection with the east right-of-way line of Veterans Place, 50 feet wide; thence along said right-of way line and its direct northeasterly

prolongation, North 00 degrees 40 minutes 13 seconds East, 1,181.10 feet; thence departing said prolongation line, South 89 degrees 19 minutes 47 seconds East, 27.80 feet to the northeast corner of Main Circle Drive, variable width, said point also being located on a curve to the left having a radius of 20.00 feet; thence along said right-of-way line the following courses and distances: along last said curve with an arc length of 33.62 feet and a chord which bears South 16 degrees 55 minutes 20 seconds East, 29.80 feet; South 65 degrees 04 minutes 46 seconds East, 69.98 feet to the beginning of a curve to the left having a radius of 126.00 feet, an arc length of 29.36 feet and a chord which bears South 74 degrees 45 minutes 24 seconds East, 29.29 feet; South 78 degrees 25 minutes 56 seconds East, 158.93 feet to the beginning of a curve to the right having a radius of 184.00 feet, an arc length of 231.87 feet and a chord which bears South 42 degrees 19 minutes 54 seconds West, 216.83 feet to the southwestern corner of Lot 9 of Downtown Chesterfield - Plat One a subdivision according to the plat thereof as recorded in Plat Book 357, Page 185 of the above said records; thence long the southern line of Lot 9 and Lot 8 of Downtown Chesterfield - Plat One, South 79 degrees 56 minutes 27 seconds East, 277.79 feet to the southeastern corner of said Lot 8, said point also being located on the western right-of-way line of above said West Chesterfield Parkway; thence along said right-of-way line the following course and distances: North 10 degrees 04 minutes 06 seconds East, 219.45 feet; South 10 degrees 03 minutes 12 seconds West, 22.45 feet; North 10 degrees 03 minutes 12 seconds East, 22.45 feet; North 35 degrees 08 minutes 35 seconds West, 35.20 feet; North 80 degrees 08 minutes 45 seconds West, 15.00 feet and North 10 degrees 01 minute 02 seconds East, 3.50 feet; to the south right of way line of above said Burkhardt Place, said point also being on the beginning of a curve to the right having a radius of 330.23 feet; thence along said right-of-way line and its extension across intersecting streets, the following courses and distances: along said curve to the right an arc distance of 281.12 feet and a chord which bears North 55 degrees 46 minutes 38 seconds West, 272.71 feet; North 31 degrees 26 minutes 20 seconds West, 472.64 feet to a curve to the left having a radius of 525.00 feet; along said curve an arc distance of 325.17 feet and a chord which bears North 49 degrees 10 minutes 59 seconds West, 320.00 feet to a point of compound curvature having a radius of 775.00 feet; and along said curve with an length of 266.48 feet and a chord which bears North 76 degrees 46 minutes 38 seconds West, 265.17 feet to the POINT OF BEGINNING.

Containing 10,503,600 square feet or 241.129 acres, more or less.

**EXHIBIT D-2 – Legal Description for RPA-2**

A tract of land being part of U.S. Surveys 123, 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 southern corner of Adjusted Lot A of Wildhorse as recorded in Plat Book 367 Page 100 of the above said county records, also being on the north right of way line of Wild Horse Creek Road, variable width, being on a curve to the left having a radius of 991.00 feet; thence along the south line of said Adjusted Lot A, with said curve an arc distance of 121.49 feet, and a chord which bears North 56 degrees 09 minutes 42 seconds West, 121.42 feet to the centerline of that part of Chesterfield Airport Road ( f.k.a. Olive Street Road) as vacated by instrument recorded in Book 23423, Page 89 of above said records; thence along said centerline the following courses and distances: North 44 degrees 11 minutes 10 seconds West, 279.36 feet; North 44 degrees 11 minutes 10 seconds West, 89.38 feet and North 55 degrees 53 minutes 33 seconds West, 176.60 feet to its intersection with the direct southwest prolongation of the west line of a tract of land as conveyed to 16517/16519 Old Chesterfield LLC by instrument recorded in Book 23682, Page 469 of above said records; thence along said prolongation line and last said west line, North 00 degrees 11 minutes 41 seconds East, 837.85 feet to the southwestern right-of-way line of Interstate Route 64, variable width; thence along said right-of-way line the following courses and distances: South 42 degrees 02 minutes 08 seconds East, 656.48 feet to the beginning of a curve to the right having a radius of 11157.00 feet; along said curve with an arc length of 709.33 feet and a chord which bears South 40 degrees 13 minutes 10 seconds East, 709.21 feet; North 77 degrees 10 minutes 33 seconds East, 0.27 feet to the beginning of a non-tangential curve to the right having a radius of 5664.58 feet; along said curve with an arc length of 38.40 feet and a chord which bears South 34 degrees 40 minutes 44 seconds East, 38.40 feet; South 24 degrees 24 minutes 24 seconds East, 125.81 feet; South 14 degrees 29 minutes 30 seconds West, 134.14 feet; South 03 degrees 21 minutes 32 seconds East, 145.49 feet; South 40 degrees 19 minutes 34 seconds West, 105.00 feet and South 87 degrees 48 minutes 56 seconds West, 81.05 feet and South 42 degrees 09 minutes 21 seconds West, 7.81 feet to the above said north right of way line of Wild Horse Creek Road, thence the following courses and distances along said north right of way line: North 49 degrees 45 minutes 24 seconds West, 44.62 feet to a curve to the right having a radius of 1,109.92 feet; along said curve an arc distance of 45.30 feet and a chord which bears North 48 degrees 35 minutes 15 seconds West, 45.29 feet; North 35 degrees 25 minutes 58 seconds West, 40.95 feet; North 44 degrees 10 minutes 42 seconds West, 120.77 feet to a curve to the left having a radius of 999.00 feet; along said curve an arc distance of 145.88 feet and a chord which bears North 48 degrees 21 minutes 42 seconds West, 145.75 feet; and South 50 degrees 09 minutes 41 seconds West, 8.20 feet to the POINT OF BEGINNING.

Containing 664,287 square feet or 15.250 acres, more or less.

And

A tract of land being part of U.S. Surveys 123, 415 and 2031, 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 western corner of Burkhardt Place as dedicated by Plat Book 283 Page 37 of the above said county records, also being the southern corner of Burkhardt Place as dedicated by Deed Book 23588 Page 3666 of said county records, being on a curve to the left having a radius of 775.00 feet; thence the following courses and distances along the south and west lines of that part of Burkhardt Place, dedicated by Deed Book 23588 Page 3666: along said curve an arc distance of 342.59 feet, and a chord which bears South 80 degrees 42 minutes 32 seconds West, 339.80 feet, to a point of reverse curve having a radius of

405.00 feet; along said curve an arc distance of 805.88 feet and a chord which bears North 44 degrees 41 minutes 16 seconds West, 679.37 feet to a point of reverse curve having a radius of 925.00 feet; along said curve an arc distance of 845.69 feet and a chord which bears North 13 degrees 54 minutes 04 seconds West, 816.55 feet to a point of reverse curve having a radius of 405.00 feet; and along said curve an arc distance of 346.17 feet and a chord which bears North 15 degrees 35 minutes 22 seconds West, 335.72 feet, thence crossing said Burkhardt Place, South 81 degrees 10 minutes 37 seconds East, 60.00 feet to the east right-of-way of said Burkhardt Place; thence North 07 degrees 22 minutes 28 seconds East, 9.88 feet to the beginning of a curve to the right having a radius of 84.61 feet; along said curve with an arc length of 89.68 feet and a chord which bears North 38 degrees 52 minutes 37 seconds East, 85.54 feet; thence North 67 degrees 50 minutes 19 seconds East, 2.34 feet to the beginning of a curve to the right having a radius of 95.00 feet; along said curve with an arc length of 24.21 feet and a chord which bears North 75 degrees 08 minutes 22 seconds East, 24.14 feet to its intersection with the south right-of-way line of Wildhorse Creek Road, variable width; said point also being the beginning of a curve to the left having a radius of 996.00 feet; thence along said right-of-way line the following courses and distances: along said curve with an arc length of 493.99 feet and a chord which bears North 86 degrees 48 minutes 46 seconds East, 488.94 feet; North 78 degrees 50 minutes 50 seconds East, 52.73 feet to the beginning of a curve to the right having a radius of 907.00 feet; along said curve with an length of 93.30 and a chord which bears North 71 degrees 21 minutes 25 seconds East, 93.26 feet; continuing along last said curve with an arc length of 320.45 feet and a chord which bears North 84 degrees 25 minutes 32 seconds East, 318.79 feet; North 04 degrees 32 minutes 49 seconds East, 11.26 feet to the beginning of a curve to the right having a radius of 95.00 feet; along said curve with an arc length of 9.03 feet and a chord which bears South 89 degrees 53 minutes 38 seconds East, 9.03 feet, to a curve to the right having a radius of 919.00 feet; along said curve an arc distance of 444.54 feet and a chord which bears South 71 degrees 02 minutes 03 seconds East, 440.22 feet to a compound curve to the right having a radius of 1,098.00 feet; along said curve an arc distance of 170.98 feet and a chord which bears South 51 degrees 20 minutes 36 seconds East, 170.81 feet; South 00 degrees 43 minutes 13 seconds West, 4.66 feet; South 44 degrees 16 minutes 55 seconds East, 216.96 feet; South 33 degrees 41 minutes 57 seconds East, 12.47 feet to a curve to the left having a radius of 2,917.00 feet; along said curve an arc distance of 39.59 feet and a chord which bears South 48 degrees 37 minutes 01 second East, 39.59 feet; South 49 degrees 00 minutes 20 seconds East, 14.56 feet to a curve to the right having a radius of 90.00 feet; along said curve an arc distance of 9.51 feet and a chord which bears South 45 degrees 58 minutes 48 seconds East, 9.50 feet; South 40 degrees 25 minutes 28 seconds West, 7.17 feet; South 49 degrees 40 minutes 30 seconds East, 112.49 feet to a curve to the left having a radius of 1,959.86 feet; along said curve an arc distance of 300.82 feet and a chord which bears South 54 degrees 04 minutes 45 seconds East, 300.52 feet; South 58 degrees 25 minutes 45 seconds East, 164.17 feet to a curve to the left having a radius of 1,959.86 feet; and along said curve an arc distance of 84.52 feet and a chord which bears South 59 degrees 40 minutes 44 seconds East, 84.52 feet, to the west right of way line of Chesterfield Parkway West, variable width; thence the following courses and distances along said west right of way line: South 17 degrees 50 minutes 47 seconds East, 135.74 feet to a curve to the left having a radius of 1,186.50 feet; along said curve an arc distance of 147.63 feet and a chord which bears South 20 degrees 47 minutes 02 seconds West, 147.53 feet to a compound curve to the left having a radius of 1,111.48 feet; along said curve an arc distance of 118.41 feet and a chord which bears South 20 degrees 12 minutes 06 seconds West, 118.36 feet, to a compound curve to the left having a radius of 1,198.50 feet; along said curve an arc distance of 32.18 feet and a chord which bears South 10 degrees 47 minutes 26 seconds West, 32.18 feet; South 10 degrees 03 minutes 12 seconds West, 183.22 feet to a curve to the right having a radius of 45.00 feet; along said curve an arc distance of 33.64 feet and a chord which bears South 11 degrees 21 minutes 48 seconds East, 32.86 feet; South 10 degrees 03 minutes 12 seconds West, 773.91 feet; South 16 degrees 05 minutes 44 seconds West, 114.01 feet; South 10 degrees 03 minutes 12 seconds West, 94.07 feet to a curve to the right having a radius of 197.50 feet; along said curve to the right an arc distance of 32.29 feet and a chord which bears South 14 degrees 44 minutes 13 seconds West, 32.25 feet to a compound curve to the right having a radius of 47.50 feet; and along said curve an arc length of 62.88 feet and a chord which bears South 57 degrees 20 minutes 29

seconds West, 58.38 feet, to the north right of way line of above said Burkhardt Place; thence crossing Burkhardt Place, South 07 degrees 02 minutes 44 seconds East, 59.71 feet to the south right of way line of said Burkhardt Place, said point also being on the beginning of a curve to the right having a radius of 330.23 feet; thence along said south right-of-way line and its extension across intersecting streets, the following courses and distances: along said curve an arc distance of 281.12 feet and a chord which bears North 55 degrees 46 minutes 38 seconds West, 272.71 feet; North 31 degrees 26 minutes 20 seconds West, 472.64 feet to a curve to the left having a radius of 525.00 feet; along said curve an arc distance of 325.17 feet and a chord which bears North 49 degrees 10 minutes 59 seconds West, 320.00 feet to a compound curve having a radius of 775.00 feet; and along said curve with an length of 266.48 feet and a chord which bears North 76 degrees 46 minutes 38 seconds West, 265.17 feet to the POINT OF BEGINNING.

Containing 3,598,381 square feet or 82.607 acres, more or less.

**EXHIBIT E – Concept Site Plan for RPA-2**

(Attached hereto.)





**EXHIBIT F – Redevelopment Project Costs**

The amounts set forth herein represent the maximum type of incurred or paid cost for which Developer can be reimbursed for Phase II, subject to the Maximum Amount and as set forth in the Agreement.

<u>Category</u>	<u>Amount</u>
Soft Costs/Acquisition	\$ 3,500,000
Hard Costs	<u>\$ 21,500,000</u>
Total:	\$ 25,000,000

The amount in each budget category is an estimate. Savings in one budget category may be applied to additional costs incurred in other budget categories.

**EXHIBIT G – Map of Redevelopment Area**



WILD HORSE CREEK ROAD

CHESTERFIELD PARKWAY W

CLARKSON ROAD



**DATE:** March 1, 2023  
**TO:** Jeannette Kelly, Finance Director  
**FROM:** Vickie McGownd, City Clerk *vjm*  
**SUBJECT:** Destruction of Records

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It is the recommended guideline of the Secretary of State that “the disposition of records should be recorded in a document such as the minutes of the City Council or other legally constituted authority that has permanent record status”.

The following records have met or exceeded State retention requirements and no longer hold any significance for the City:

See attached Records Destruction List

Please add “Destruction of Records in Accordance with F&A Policy No. 1 and the Records Retention Schedule for the State of Missouri” to the next Finance & Administration Committee meeting agenda.



## **PARKS, RECREATION AND ARTS COMMITTEE**

Chair: Councilmember Budoor

Vice Chair: Councilmember Moore

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

### **NEXT MEETING**

The next meeting of the Public Health and Safety Committee is scheduled for Wednesday, March 22<sup>nd</sup> at 5:30pm.

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**

### **Proclamation**

**Bid Recommendation – Sidewalk Replacement Project A** – Recommendation to accept the low bid from E. Meier Contracting and to authorize the City Administrator to enter into an Agreement with E. Meier Contracting in an amount not to exceed \$200,000. Sidewalk Replacement Project A is specifically funded at \$200,000 within Account 120-079-5497. **(Roll Call Vote) Department of Public Works recommends approval.**

**Bid Recommendation - Wildhorse Parkway Reconstruction** – Recommendation to accept the low bid from Next Level Construction and to authorize the City Administrator to enter into an Agreement with Next Level Construction in an amount not to exceed \$3,100,000. This will necessitate a Budget Transfer from Capital Projects Fund – Fund Reserves in the amount of \$450,000. The current Capital Projects Fund has an unobligated Fund Balance of \$2,990,000. The proposed project and Budget Transfer will have no impact on the General Fund. **(Roll Call Vote) Department of Public Works recommends approval.**

### **OTHER LEGISLATION**

**Proposed Bill No. 3436 - Boundary Adjustment Plat - Kehrs Mill Farm, Lot 38** – An ordinance providing for the approval of a Boundary Adjustment Plat for a 0.22-acre tract of land located north of Cotting Court (21T620220, 21T621311). **(First & Second Readings) Department of Planning recommends approval.**

### **UNFINISHED BUSINESS**

There is no unfinished business scheduled for this meeting.

### **NEW BUSINESS**

# 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:** March 7, 2023

**RE:** 2023 Sidewalk Project A

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As you know, the City of Chesterfield maintains over 260 miles of public sidewalk. Sidewalk slabs are jointed every five feet and “move” due to ground conditions, nearby trees, and myriad other factors. This creates trip hazards, ponding, and other problems. The City of Chesterfield prioritizes its sidewalk repair using our ADA Transition Plan, which was most recently updated in May of 2022. The 2023 Budget includes \$555,000 for sidewalk repairs.

Sidewalk Project A is specifically funded at \$300,000 within Account 120-079-5497. This project will contain two components – a sidewalk leveling contract (\$100,000) and a sidewalk replacement contract (\$200,000). Project A will correct sidewalk deficiencies in a number of different subdivisions, including Wilson Farm, Wilson Manor, Chesterfield Meadows and Bent Tree. Our process will be to first correct any sidewalk which can successfully be improved by “leveling” or “sawcutting.” Those slabs which cannot be “leveled” or “sawcut” will be removed and replaced within a sidewalk replacement project.

On February 21, 2023 the City of Chesterfield awarded a sidewalk leveling project to Life-Rite Incorporated, and a Sidewalk saw-cutting project to Precision Concrete Incorporated. Those projects are scheduled to be completed this spring. Once they are completed, removal and replacement (Sidewalk Project A) will commence.

The Department of Public Works publicly opened bids for the 2023 Sidewalk Project A on March 7, 2023. The results of the bid opening are detailed in the attached memorandum from Project Manager Matt Dooley. As you can see, E. Meier Contracting submitted the low bid of \$186,388. E. Meier has successfully constructed concrete projects for the City of Chesterfield in the past and is positively recommended by City Staff. Accordingly, **I recommend that the City accept the low bid from E. Meier Contracting with an authorization not to exceed the budgeted amount of \$200,000.**

**Action Recommended**


This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to enter into an Agreement with E. Meier Contracting in an amount not to exceed \$200,000.

Concurrence:

  
\_\_\_\_\_  
Jeannette Kelly, Director of Finance

# MEMORANDUM



**DATE:** March 7, 2023  
**TO:** Jim Eckrich, Public Works Director  
**FROM:** Matt Dooley, Project Manager   
**SUBJECT:** 2023 Sidewalk Replacement Project, 2023-PW-04A

On March 7, 2023, the City of Chesterfield publicly opened bids for the above referenced project, with two bids received.

Contractor	Total Bid
E. Meier Contracting	\$ 186,387.50
Lamke Trenching & Excavating	\$ 211,475.00

The low bidder, E. Meier Contracting has successfully performed sidewalk work in the past for other municipalities as well as for the City of Chesterfield. **Accordingly, I recommend acceptance of the bid of \$ 186,387.50 submitted by E. Meier Contracting, with the cost of the project not to exceed \$ 200,000.00** Adequate funding is available in the Capital Projects Sidewalk Improvements account, 120-079-5497, to fund this project.

The sidewalks to be replaced as part of this project will be in the Wilson Farm, Wilson Manor, Chesterfield Meadows, and Bent Tree subdivisions.

A copy of the lowest and best bid is attached. Should you require additional information, please advise.

**EXHIBIT A****BID FORM**

BID TIME: 10:00 a.m.

BID DATE: Tuesday, March 7, 2023

TO: THE CITY OF CHESTERFIELD

The undersigned, having carefully examined the site and all the Contract Documents, adding Addenda 0 through 0, for the

Sidewalk Replacement Project A  
2023-PW-04A

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 to remove and reconstruct approximately 12,500 square feet of 4" thick and 325 square feet of 6" thick existing sidewalk, 1 handicap ramp, and 1 concrete apron, including all necessary property restoration. The location of this project will be in the Wilson Farm, Wilson Manor, Chesterfield Meadows and Bent Tree Subdivisions as well as other streets, as designated by the City. .

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

**Bid submitted by:**Company Name: E. Meier Contracting, Inc.Address: 860 Westwood Industrial CtCity, State Weldon Spring, MO 63304Phone number: 636-300-0908 Fax: 636-300-0907E-mail address: drada@emeier.com

Type of Firm: Sole Partnership  Partnership   
Corporation  Other

Officer Rodney FainTitle Chief Operating OfficerSignature Date 03/07/2023

**ITEMIZED BID  
CITY OF CHESTERFIELD  
2023 SIDEWALK REPLACEMENT PROJECT A  
2023-PW-04 A**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1.1	Removal and Replacement of 4" Sidewalk - Limestone or Meramec Gravel Aggregate	Sq. Ft.	12,500	<u>14.08</u>	<u>176,000.00</u>
2.1	Removal and Replacement of 6" Sidewalk - Limestone or Meramec Gravel Aggregate	Sq. Ft.	325	<u>15.50</u>	<u>5,037.50</u>
3.1	Removal and Replacement Accessible Curb Ramps	Each	1	<u>2,350.00</u>	<u>2,350.00</u>
4.1	Removal and Replacement of Drive Approach	Each	1	<u>3,000.00</u>	<u>3,000.00</u>

**TOTAL BID 186,387.50**



**BID TABULATION**  
**2023 Sidealk Replacement Project A**  
**2023-PW-04 A**  
**March 7, 2023**

ITEM #	DESCRIPTION	UNITS	QUANTITY	ENGINEER'S ESTIMATE		E. MEIER CONTRACTING		LAMKE TRENCHING AND EXCAVATING	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Remove/Replace 4" Sidewalk	Sq. Ft.	12,500	\$15.00	\$187,500.00	\$14.08	\$176,000.00	\$16.00	\$200,000.00
2	Remove/Replace 6" Sidewalk	Sq. Ft.	325	\$17.50	\$5,687.50	\$15.50	\$5,037.50	\$17.00	\$5,525.00
3	Remove/Replace Accessible Ramp	Each	1	\$2,500.00	\$2,500.00	\$2,350.00	\$2,350.00	\$2,450.00	\$2,450.00
4	Remove/Replace Drive Approach	Each	1	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00
	<b>TOTAL BID</b>				<b>\$199,187.50</b>		<b>\$186,387.50</b>		<b>\$211,475.00</b>

# 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:** March 9, 2023

**RE:** 2023 Wildhorse Parkway Reconstruction Project

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The Department of Public Works publicly opened bids for the 2023 Wildhorse Parkway Reconstruction Project on March 7, 2023. The results of the bid opening are detailed in the attached memorandum from Assistant City Engineer Zachary Wolff. As you can see, the low bid was submitted by Next Level Construction in an amount of \$2,940,310. This is significantly above the Engineer's Estimate of \$2,450,000 and the budgeted amount of \$2,650,000.

Assistant City Engineer Wolff's memorandum does an excellent job of explaining the project overage and the City's options. It is worth your time to review the photos included in Zach's memorandum, as they visually demonstrate the current condition of Wildhorse Parkway. After reviewing this matter at length, **it is my recommendation that the City proceed with the reconstruction of Wildhorse Parkway and authorize a contract with Next Level Construction in an amount not to exceed \$3,100,000.** This includes the low bid amount (\$2,940,310) and a five-percent contingency to account for change orders which may become necessary during construction of the project. Next Level Construction LLC is a relatively new company comprised of employees who formerly worked for a reputable concrete company that has successfully performed concrete replacement work in the City of Chesterfield in the past.

It is noteworthy that Wildhorse Parkway is much different than most of the City's 183 miles of residential public streets. It is a divided roadway that would typically be classified as a collector and eligible for grant funding through East West Gateway. However, because of its dead-end configuration (in Wildwood), previous requests to achieve roadway classification (and grant eligibility) have been denied.

The southern portion of this project south of the bridge (closest to Wildwood) will be standard concrete street replacement with rolled curb on a 38-foot roadway. But the northern section, which is divided with vertical curb on the outside and common



ground on the inside, will be very difficult to reconstruct. Our plan is to stage construction by closing one lane to traffic and routing two-way traffic in the other lane. This will necessitate widening each lane by one foot to accommodate two-way traffic. Widening the road in this manner will be a tremendous benefit during future maintenance activities, which are currently very difficult and dangerous.

Should you have questions or require additional information, please let me know. Otherwise, if this project is approved construction will likely commence in late fall.


Concurrence:

  
\_\_\_\_\_  
Jeanette Kelly, Finance Director

### **Action Recommended**

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to execute an Agreement with Next Level Construction LLC in an amount not to exceed \$3,100,000. **This will necessitate a Budget Transfer from Capital Projects Fund – Fund Reserves in the amount of \$450,000. The current Capital Projects Fund has an unobligated Fund Balance of \$2,990,000.** The proposed project and Budget Transfer will have no impact on the General Fund.


I concur with Mr Eckrich and want to emphasize that there is ample, un-budgeted fund balance in the capital projects fund to accommodate this project. In addition, it is clearly more efficient and less costly overall to construct this project as one project as compared to phasing it over multiple construction seasons due to multiple mobilizations and continued inflation. This is the first major reconstruction of this roadway which was constructed when the Wildhorse development was initially developed in the late 1980's. Finally, road reconstruction activities, especially in areas where there is a single point of ingress\egress, is disrupting and difficult for all of the impacted residences. It is strongly preferred to accomplish the project in one season and hopefully not return for multiple decades.

 2023-3-10

# 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:** March 10, 2023

**RE:** Wildhorse Parkway Drive Reconstruction  
2022-PW-09



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As you know, improvements to Wildhorse Parkway Drive have been considered by City staff for a number of years. In 2017, you presented the Planning and Public Works Committee (PPW) with an early intervention maintenance option of an asphalt overlay of Wildhorse Parkway Drive. PPW was in favor of proceeding with the asphalt overlay provided the treatment was acceptable to Wildhorse residents. City Staff contacted the Wildhorse subdivision trustees and they were opposed to the asphalt overlay project. Further, City Staff offered to attend a subdivision trustee meeting to discuss options for Wildhorse Parkway Drive but were told not to attend because the subdivision only wanted concrete. Based on the apparent resident opposition to the asphalt overlay, Staff considered multiple alternative treatment options and timelines for improvements to Wildhorse Parkway Drive. Ultimately, it was decided that the best course of action for improving Wildhorse Parkway Drive that balanced funding, pavement life span, and resident desire for concrete pavement was to program a complete reconstruction of Wildhorse Parkway Drive when warranted due to the pavement condition. The pavement condition in 2017 did not warrant complete reconstruction so that course of action required allowing Wildhorse Parkway Drive to continue to deteriorate with limited maintenance.

Over the last six years, the pavement condition of Wildhorse Parkway Drive has continued to deteriorate and the City's Street Maintenance Division has maintained the roadway by filling potholes and performing isolated asphalt joint repairs. The condition of Wildhorse Parkway Drive, as documented in the following photos, has reached the point where complete reconstruction is appropriate and \$2,650,000 was budgeted this year for reconstruction of Wildhorse Parkway Drive from Wildhorse Creek Road to the City Limits.





As you are aware, sealed bids for the reconstruction of Wildhorse Parkway Drive were opened on March 7, 2023 at 10:30am. There were two bidders on the project; Next Level Construction and Lamke Trenching & Excavation. Unfortunately, both bids are more than the City's final project estimate and the City's 2023 budget amount for this project and neither bidder provided a cost for bridge sealing work (estimated to be \$13,000).

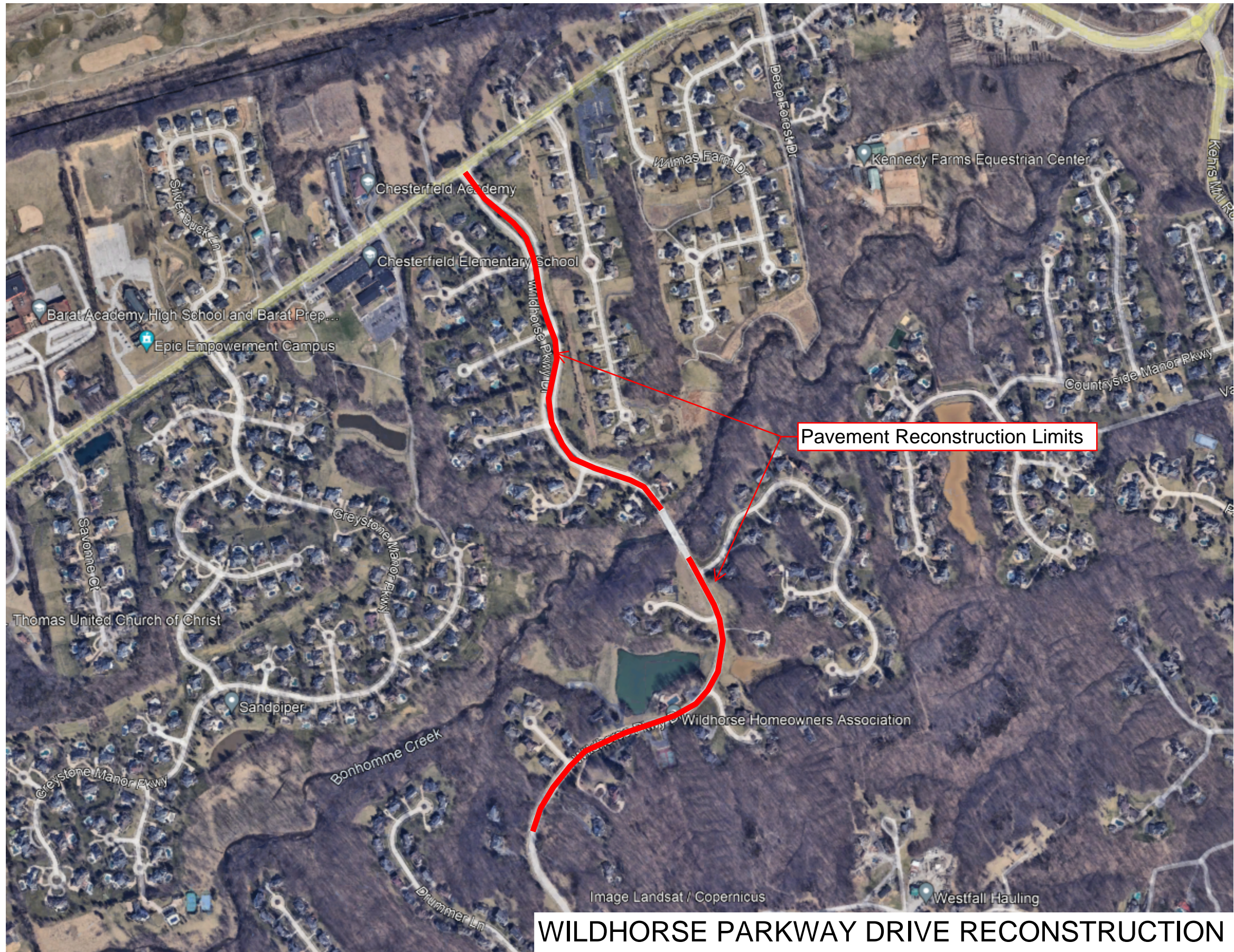
With both bids exceeding the budget amount, we have evaluated multiple options, detailed below, to move forward with the project.

1. Proceed with the project as designed and bid.
2. Reduce the overall quantity of concrete to be replaced to reduce the project cost to be within the budgeted amount.
  - An estimated 3,000 square yards of concrete pavement would need to be removed from the project scope to achieve a project within the current budget allocation of \$2.65 million.
  - This translates to approximately 700 lineal feet of pavement on the far south portion of the project (near the border with Wildwood) that would not be removed and replaced.
  - The deferred portion of the project could be budgeted for and constructed in 2024.
3. Eliminate pavement widening.
  - Current plans include widening the existing divided parkway portion of the project by 1' on both sides. This will increase the driving surface from 19 feet to 20 feet wide. This widening will improve constructability of the project by allowing more room for two-way traffic on one side of the parkway during construction and increase safety for future maintenance activities that require partial lane closures.
  - A change in scope to eliminate the planned 1' widening could save approximately \$165,000 resulting in a total project cost of about \$2.8 million.
  - This change would add significant challenges to temporary traffic phasing during construction and likely increase delays to drivers traveling through the work area.
4. Revise project scope to include concrete base repairs and an asphalt overlay north of the bridge and reconstruction south of the bridge.
  - This option would result in an estimated savings of \$1.1 million and an overall project cost of about \$1.8 million.
  - This option would require a significant a scope change and bidding of a separate project for the asphalt overlay.
  - Residents previously voiced their opposition to this approach and use of asphalt pavement.
  - The efficacy of this option, while viable in 2017, is questionable in 2023. The pavement condition is now worse than would typically be considered for this type of treatment. Staff would likely increase the quantity of base repairs necessary to promote a successful project but questions would

- remain on the long-term durability of an asphalt overlay on the concrete pavement in this condition.
5. Split the project into two parts.
    - Only performing the reconstruction from WHCR to the bridge would save approximately \$1.2 million for a total project cost of around \$1.7 million.
    - Only performing the reconstruction from the bridge to the City Limits would save approximately \$1.7 million for a total project cost of \$1.2 million.
    - Option 1 of reducing the scope to be within the current budget is preferred to either of these options to maximize work that can be accomplished this year with currently budgeted funds.
  6. Complete deferral of the project to 2024.
    - This is an option worthy of debate as several line items in the current bids (specifically the costs for concrete pavement) are higher than expected. Rebidding the project early next year could result in more favorable costs. However, this approach would also necessitate an additional year of City maintenance and future bid prices are not guaranteed to be less. Prices could be higher next year.
    - If we chose to defer the project, we could likely reconstruct Buckingham Dr, Georgetown Rd, Conway Springs Dr, Woodsbluff Dr, Hitchcock Rd, and Clayton Douglas Ct with the funds budgeted for Wildhorse Parkway Drive.

**If we proceed as bid, I recommend requesting authorization to enter into an agreement with Next Level Construction for the Wildhorse Parkway Drive Reconstruction project in an amount not to exceed \$3,100,000.** This amount includes an approximate 5% contingency to allow for any unforeseen conditions, negotiate with the contractor to include the bridge sealing work, and/or provide for additional work as may be necessary to complete this project. The 2023 budget allocation for construction of this project is \$2,650,000 so to proceed in this manner will require an additional allocation of \$450,000.

Attachments:        Project Map  
                          2023 Wildhorse Parkway Drive Bid Tab  
                          Next Level Construction Bid  
                          2016-12-12 Wildhorse Parkway Drive Memo  
                          2017-01-05 PPW Minutes regarding Wildhorse Parkway Drive





**BID TABULATION**  
**WILDHORSE PARKWAY RECONSTRUCTION**  
**2022-PW-09**  
**March 7, 2023**

ITEM #	DESCRIPTION	UNIT	QUANTITY	PROJECT ESTIMATE		NEXT LEVEL CONSTRUCTION		LAMKE TRENCHING AND EXCAVATING	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	REMOVAL OF IMPROVEMENTS	LS	1	\$570,000.00	\$570,000.00	\$448,720.00	\$448,720.00	\$223,450.00	\$223,450.00
2	EXCAVATION AND HAUL OFF	CY	430	\$25.00	\$10,750.00	\$56.75	\$24,402.50	\$30.00	\$12,900.00
3	PORTLAND CEMENT CONCRETE PAVEMENT (8" NON-REINFORCED)	SY	21,980	\$55.00	\$1,208,900.00	\$79.20	\$1,740,816.00	\$110.95	\$2,438,681.00
4	PORTLAND CEMENT CONCRETE PAVEMENT (7" NON-REINFORCED)	SY	1,265	\$45.00	\$56,925.00	\$70.75	\$89,498.75	\$87.00	\$110,055.00
5	8" TEMPORARY ASPHALT PAVEMENT	SY	387	\$126.00	\$48,762.00	\$182.00	\$70,434.00	\$97.50	\$37,732.50
6	TYPE 5 AGGREGATE BASE (4" THICK)	SY	23,855	\$7.50	\$178,912.50	\$7.45	\$177,719.75	\$8.75	\$208,731.25
7	GEOTEXTILE FABRIC	SY	23,632	\$1.75	\$41,356.00	\$1.40	\$33,084.80	\$2.50	\$59,080.00
8	UNDERGRADING	CF	1,000	\$3.00	\$3,000.00	\$3.25	\$3,250.00	\$3.50	\$3,500.00
9	STRUCTURAL GEOGRID	SY	1,500	\$2.00	\$3,000.00	\$2.10	\$3,150.00	\$3.00	\$4,500.00
10	BACKFILL, SEEDING, AND MULCHING	SY	1,251	\$5.00	\$6,255.00	\$8.25	\$10,320.75	\$15.00	\$18,765.00
11	TRAFFIC CONTROL	LS	1	\$75,000.00	\$75,000.00	\$65,000.00	\$65,000.00	\$77,500.00	\$77,500.00
12	PAVED APPROACHES (PCC)	SY	254	\$65.00	\$16,510.00	\$88.00	\$22,352.00	\$110.00	\$27,940.00
13	PAVED APPROACHES (ASPHALT)	SY	100	\$60.00	\$6,000.00	\$110.00	\$11,000.00	\$120.00	\$12,000.00
14	UNDERDRAINS	LF	402	\$25.00	\$10,050.00	\$35.00	\$14,070.00	\$30.00	\$12,060.00
15	PCC SIDEWALK AND CURB RAMPS	SF	1,994	\$15.00	\$29,910.00	\$14.00	\$27,916.00	\$15.75	\$31,405.50
16	DETECTABLE WARNING SURFACE	SF	292	\$20.00	\$5,840.00	\$42.50	\$12,410.00	\$30.00	\$8,760.00
17	REPLACEMENT OF INLET SILL	EA	17	\$400.00	\$6,800.00	\$575.00	\$9,775.00	\$475.00	\$8,075.00





**BID TABULATION**  
**WILDHORSE PARKWAY RECONSTRUCTION**  
**2022-PW-09**  
**March 7, 2023**

ITEM #	DESCRIPTION	UNIT	QUANTITY	PROJECT ESTIMATE		NEXT LEVEL CONSTRUCTION		LAMKE TRENCHING AND EXCAVATING	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
18	ADJUSTMENT OF INLET SILL	EA	10	\$400.00	\$4,000.00	\$350.00	\$3,500.00	\$850.00	\$8,500.00
19	A2 JOINTS	LF	485	\$15.00	\$7,275.00	\$19.00	\$9,215.00	\$20.00	\$9,700.00
20	2.5" PVC IRRIGATION SUPPLY LINE AND CONTROL WIRE	LF	2,327	\$20.00	\$46,540.00	\$3.10	\$7,213.70	\$10.00	\$23,270.00
21	IRRIGATION LATERAL PIPING	LF	3,446	\$10.00	\$34,460.00	\$1.50	\$5,169.00	\$8.00	\$27,568.00
22	IRRIGATION SPRINKLER HEADS	EA	90	\$20.00	\$1,800.00	\$40.00	\$3,600.00	\$95.00	\$8,550.00
23	IRRIGATION CONTROL VALVE AND BOX	EA	12	\$50.00	\$600.00	\$700.00	\$8,400.00	\$1,800.00	\$21,600.00
24	SILT FENCE	LF	1,000	\$4.00	\$4,000.00	\$4.60	\$4,600.00	\$4.00	\$4,000.00
25	INLET PROTECTION	EA	17	\$100.00	\$1,700.00	\$140.00	\$2,380.00	\$140.00	\$2,380.00
26	GRATED TROUGH REPLACEMENT	EA	1	\$30,000.00	\$30,000.00	\$33,220.25	\$33,220.25	\$29,750.00	\$29,750.00
27	MOBILIZATION	LS	1	\$20,000.00	\$20,000.00	\$86,764.00	\$86,764.00	\$165,000.00	\$165,000.00
28	PERMANENT PAVEMENT STRIPING (4" WHITE PAINT)	LF	90	\$1.00	\$90.00	\$1.00	\$90.00	\$25.00	\$2,250.00
29	PERMANENT PAVEMENT STRIPING (YELLOW CURB)	LF	35	\$1.00	\$35.00	\$2.10	\$73.50	\$50.00	\$1,750.00
30	PERMANENT PAVEMENT STRIPING (24" WHITE STOP BAR)	LF	26	\$8.00	\$208.00	\$6.50	\$169.00	\$50.00	\$1,300.00
31	PERMANENT PAVEMENT MARKING ( WHITE YEILD TRIANGLES)	LF	40	\$10.00	\$400.00	\$5.30	\$212.00	\$50.00	\$2,000.00
32	PERMANENT PAVEMENT MARKING ARROWS (WHITE PAINT)	EA	4	\$75.00	\$300.00	\$110.00	\$440.00	\$250.00	\$1,000.00
33	PERMANENT CROSSWALK STRIPING (WHITE PAINT)	LF	40	\$10.00	\$400.00	\$7.10	\$284.00	\$50.00	\$2,000.00
34	PERMANENT TRAFFIC CONTROL SIGNAGE	LS	1	\$3,000.00	\$3,000.00	\$11,060.00	\$11,060.00	\$12,675.00	\$12,675.00
35	PENETRATING CONCRETE SEALER	SF	4,649	\$3.00	\$13,947.00	XX	XX	XX	XX
<b>Total Bid</b>					\$2,446,725.50		\$2,940,310.00		\$3,618,428.25

**EXHIBIT A**

**BID FORM**

BID TIME: 10:30 a.m.

BID DATE: Tuesday, March 7, 2023

TO: THE CITY OF CHESTERFIELD

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

Wildhorse Parkway Reconstruction  
2022-PW-09

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 to remove and reconstruct approximately 23,245 square yards of existing concrete pavement, ADA ramps, drive approaches, and associated work..

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

**Bid submitted by:**

Company Name: Next Level Construction, LLC

Address: 25 Black Oak Drive

City, State St. Louis, MO 63127

Phone number: 314-575-0285 Fax: \_\_\_\_\_

E-mail address: charlie@next-levelco.com

Type of Firm: Sole Partnership \_\_\_\_\_ Partnership \_\_\_\_\_  
Corporation \_\_\_\_\_ Other   X  

Officer Charles Lee Vitale

Title Member/Manager

Signature 

Date 3/6/23

*missing item # 35 from addenda 1 on Bid form*

**ITEMIZED BID  
CITY OF CHESTERFIELD  
WILDHORSE PARKWAY RECONSTRUCTION  
2022-PW-09**

Bid Item	Spec. No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	TS-1	REMOVAL OF IMPROVEMENTS	LS	1	\$448,720.00	\$448,720.00
2	TS-2	EXCAVATION AND HAUL OFF	CY	430	\$56.75	\$24,402.50
3	TS-3	PORTLAND CEMENT CONCRETE PAVEMENT (8" NON-REINFORCED)	SY	21,980	\$79.20	\$1,740,816.00
4	TS-4	PORTLAND CEMENT CONCRETE PAVEMENT (7" NON-REINFORCED)	SY	1,265	\$70.75	\$89,498.75
5	TS-5	8" TEMPORARY ASPHALT PAVEMENT	SY	387	\$182.00	\$70,434.00
6	TS-6	TYPE 5 AGGREGATE BASE (4" THICK)	SY	23,855	\$7.45	\$177,719.75
7	TS-7	GEOTEXTILE FABRIC	SY	23,632	\$1.40	\$33,084.80
8	TS-8	UNDERGRADING	CF	1,000	\$3.25	\$3,250.00
9	TS-9	STRUCTURAL GEOGRID	SY	1,500.0	\$2.10	\$3,150.00
10	TS-10	BACKFILL, SEEDING, AND MULCHING	SY	1,251	\$8.25	\$10,320.75
11	TS-11	TRAFFIC CONTROL	LS	1	\$65,000.00	\$65,000.00
12	TS-12	PAVED APPROACHES (PCC)	SY	254	\$88.00	\$22,352.00
13	TS-12	PAVED APPROACHES (ASPHALT)	SY	100	\$110.00	\$11,000.00
14	TS-13	UNDERDRAINS	LF	402	\$35.00	\$14,070.00
15	TS-14	PCC SIDEWALK AND CURB RAMPS	SF	1,994	\$14.00	\$27,916.00
16	TS-15	DETECTABLE WARNING SURFACE	SF	292	\$42.50	\$12,410.00
17	TS-16	REPLACEMENT OF INLET SILL	EA	17	\$575.00	\$9,775.00
18	TS-17	ADJUSTMENT OF INLET SILL	EA	10	\$350.00	\$3,500.00
19	TS-18	A2 JOINTS	LF	485	\$19.00	\$9,215.00
20	TS-19	2.5" PVC IRRIGATION SUPPLY LINE AND CONTROL WIRE	LF	2,327	\$3.10	\$7,213.70
21	TS-19	IRRIGATION LATERAL PIPING	LF	3,446	\$1.50	\$5,169.00
22	TS-19	IRRIGATION SPRINKLER HEADS	EA	90	\$40.00	\$3,600.00
23	TS-19	IRRIGATION CONTROL VALVE AND BOX	EA	12	\$700.00	\$8,400.00
24	TS-20	SILT FENCE	LF	1,000	\$4.60	\$4,600.00

Bid Item	Spec. No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
25	TS-21	INLET PROTECTION	EA	17	\$140.00	\$2,380.00
26	TS-22	GRATED TROUGH REPLACEMENT	EA	1	\$33,220.25	\$33,220.25
27	TS-23	MOBILIZATION	LS	1	\$86,764.00	\$86,764.00
28	TS-24	PERMANENT PAVEMENT STRIPING (4" WHITE PAINT)	LF	90	\$1.00	\$90.00
29	TS-25	PERMANENT PAVEMENT STRIPING (YELLOW CURB)	LF	35	\$2.10	\$73.50
30	TS-26	PERMANENT PAVEMENT STRIPING (24" WHITE STOP BAR)	LF	26	\$6.50	\$169.00
31	TS-27	PERMANENT PAVEMENT MARKING (WHITE YIELD TRIANGLES)	LF	40	\$5.30	\$212.00
32	TS-28	PERMANENT PAVEMENT MARKING ARROWS (WHITE PAINT)	EA	4	\$110.00	\$440.00
33	TS-29	PERMANENT CROSSWALK STRIPING (WHITE PAINT)	LF	40	\$7.10	\$284.00
34	TS-30	PERMANENT TRAFFIC CONTROL SIGNAGE	LS	1	\$11,060.00	\$11,060.00
<b>TOTAL BID</b>						<b>\$2,940,310.00</b>

**FILE**

*Jim E;  
Please forward to  
PPW for review  
mwe  
12/12/2016*



**DATE:** December 12, 2016

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

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

**RE:** Wildhorse Parkway Drive

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Each year the City of Chesterfield completes a Five Year Capital Improvement Plan (Plan) in order to plan for the reconstruction of its streets. With a total of 176 miles of public streets, such planning is imperative to ensure streets are addressed at the appropriate time in the pavement lifecycle.

One of the biggest factors in the creation of the City's Plan is the directive from City Council that the City primarily use concrete for its streets. Concrete is an excellent material that, when constructed properly, yields a useful pavement life in excess of thirty years. In order to maximize the expected life of our concrete streets, the City has created extensive pavement specifications, and conducts on-site inspection and testing to ensure those specifications are met. The result is a street network which is in overall very good condition.

The City Staff has no objection to concrete as the primary material utilized on City streets. However, there are times when other materials, specifically asphalt, can be effective, and even more appropriate, than concrete. Asphalt is not the material of choice in the City of Chesterfield for a number of reasons. These include the fact that asphalt requires surface treatments (chip and seal, microsurfacing, slurry seal, etc.) which can be objectionable to residents. Additionally, asphalt, ruts, "shoves", and wears differently than concrete. These are all practical, and perfectly acceptable reasons why the City of Chesterfield prefers concrete. However, asphalt can be an effective material in certain applications. In fact, asphalt is quieter (fewer joints) and allows more cost effective repairs than concrete. Most pavement experts will tell you that one material is not globally preferable to another; it all depends upon the application.

Most of the City's streets are subdivision streets comprised of concrete with three inch rolled curb. The use of concrete streets with rolled curb dates back to the 1950s and 1960s and the post-World War II housing boom. Streets were constructed in this manner because they allowed the developer to quickly install streets prior to laying out the locations of driveways, as each driveway would abut a rolled curb which could be navigated by the owner's vehicle (as opposed to vertical curbs). As

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these concrete streets aged and deteriorated government agencies were challenged with their maintenance. The primary problem was that these streets were built over a relatively short time, and in many cases deteriorated at the same time.

Reconstruction was expensive and not an option for many governments. Accordingly, in the 1970s and 1980s many of these agencies overlaid the concrete streets with asphalt. Essentially, this "covered up" the problem, while creating additional problems. The asphalt overlay did not correct pavement base deficiencies, "reflective cracking" occurred over each underlying concrete joint, and the asphalt filled the curb, reducing curb capacity and creating storm water problems.

Absent other viable options, the City Staff does not generally recommend using asphalt to overlay subdivision concrete streets with rolled curb. We rely on more effective maintenance techniques such as crack sealing, partial depth repair, selective slab repair, and, when necessary, reconstruction. These repairs avoid the negative consequences of overlaying a deteriorating subdivision street.

Notwithstanding the details provided above, there are certain applications where asphalt overlays can be effective maintenance treatments. These applications typically occur when there is no curb, or a six inch (or greater) vertical curb which the asphalt can be placed against without eliminating the curb capacity.

Additionally, the pavement must not be showing signs of base failure, and cannot have deteriorated to such an extent that the concrete deficiencies will simply "reflect through" any asphalt overlay.

I bring these details to your attention because I believe the consideration of an asphalt overlay is warranted for Wildhorse Parkway Drive from Wildhorse Creek Road to the bridge just north of Bridgeway Circle Drive. Wildhorse Parkway is in mostly good condition, with small sections of deteriorated concrete pavement that have been patched with asphalt. These patches require regular maintenance and are unsightly to area residents, who frequently complain about them. One means of addressing these patches would be to perform "selective slab replacement" and remove and replace only the deteriorated sections of concrete. However, this treatment is NOT recommended by the City Staff in this application. If the City were to proceed in this manner, the selective slab repair required would be substantive enough that it would cause damage to the remaining slabs. The result would be new concrete slabs surrounding older concrete slabs disturbed and damaged by the construction. Those slabs would begin to show signs of further distress and failure, and we would create a cycle whereby the City was regularly addressing small sections of slabs on Wildhorse Parkway Drive. For this reason, selective slab replacement is not recommended at this time.

Without an option for another material, the City Staff's recommendation would be to reconstruct Wildhorse Parkway starting at the bridge and working toward Wildhorse Creek Road. This treatment is currently in the five-year plan in year 2020. The estimated cost of this concrete reconstruction project is \$1,100,000.

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However, Wildhorse Parkway Drive is an unusual case in a number of respects. First, it is a collector road that is comprised of six inch vertical curb, not three inch rolled curb. Second, the deterioration patterns on Wild Horse Creek are unusual in that many sections of the roadway are not showing significant signs of deterioration. Third, the high traffic volumes on Wildhorse Parkway Drive mean large scale construction would have an impact on a large number of area residents.

After reviewing the matter at length, it is my recommendation that the City of Chesterfield consider a two-inch asphalt overlay with a geotextile fabric interlayer on Wildhorse Parkway Drive, subject to City Council approval. A properly constructed asphalt overlay would cost approximately \$450,000, which is less than half of the cost of concrete reconstruction. Additionally, please be advised that we are recommending a *properly constructed asphalt overlay*, not a band-aid. The City of Chesterfield would remove concrete slabs which have deteriorated to the point that they cannot effectively be overlaid. Further, the City would install a geotextile fabric interlayer to prevent water infiltration into the pavement base and help reduce reflective cracking.

An asphalt overlay on this street is particularly appealing due to the high traffic volumes. An asphalt overlay will reduce pavement noise and will provide a much smaller impact to area motorists. The six inch vertical curb will allow the two-inch asphalt overlay to abut the curb without negatively affecting storm water capacity / conveyance. Additionally, there are very few driveway approaches which front Wildhorse Parkway Drive, alleviating the need to address driveway problems potentially caused by raising the surface of the road two inches.

An asphalt overlay will involve challenges, including tie-ins to existing side streets and determining where base repairs are needed. However, the City Staff is aware of these challenges and believe we can design an effective asphalt overlay on Wildhorse Parkway Drive. **Accordingly, it is my opinion that the City of Chesterfield should pursue an asphalt overlay on Wildhorse Parkway Drive. Such an overlay will cost approximately \$450,000, and will increase the pavement life by approximately 15 years, including regular maintenance and surface treatments.**

Please be advised that the City Staff believes this to be a fairly unusual circumstance and unique condition. We do not believe that a substantive number of concrete streets would be good candidates for asphalt overlay projects in Chesterfield.

#### **Action Recommended**

This matter should be presented to the Planning and Public Works Committee for consideration. Should the Committee desire to proceed with an asphalt overlay for Wildhorse Parkway Drive, the City Staff will design an asphalt overlay and include it in the City Budget for 2018. If the PPW Committee does not favor the use of an asphalt overlay, the City Staff will keep Wildhorse Parkway Drive in the Plan as a concrete reconstruction project, with a potential construction date as early as 2020.

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[Please see the attached report prepared by Jim Eckrich, Public Works Director/City Engineer, for additional information on Public Works and Parks Policies 18 and 23-29.]

Item E of New Business was discussed next.

#### **E. Wildhorse Parkway Drive**

##### **STAFF REPORT**

Jim Eckrich, Public Works Director/City Engineer, stated that Wildhorse Parkway Drive is a collector road that originates at Wild Horse Creek Road and dead ends in the City of Wildwood. Wildhorse Parkway Drive provides access to Wild Horse Creek Road from a number of subdivisions and properties in both Chesterfield and Wildwood. There is approximately 2,510 feet of roadway between Wild Horse Creek Road and the bridge.

Based on City Council's directive, Mr. Eckrich stated that City streets are to be primarily constructed of concrete. However, there are times when asphalt can be effective and even more appropriate than concrete. He then provided a PowerPoint presentation depicting the pros and cons of utilizing concrete versus asphalt overlay and explained the uniqueness of Wildhorse Parkway Drive.

Mr. Eckrich stated that Staff believes a properly constructed asphalt overlay is warranted from Wildhorse Creek Road to the bridge just north of Bridgeway Circle Drive. Wildhorse Parkway is in partly good and fair condition with sections of deteriorated concrete pavement that have been patched with asphalt. These patches require regular maintenance and are unsightly to area residents. One way to address this is to perform selective slab replacement and remove and replace only the deteriorated sections of concrete. If the City were to proceed in this manner, the selective slab repair required would be substantive enough that it would cause damage to the remaining slabs. The result would be new concrete slabs surrounding older concrete slabs disturbed and damaged by construction. Those older slabs would begin to show signs of further distress and failure, and a cycle would be created whereby the City would be regularly addressing small sections of slabs on Wildhorse Parkway Drive. For this reason, selective slab replacement is not recommended.

Staff recommends a two-inch asphalt overlay with a geotextile fabric interlayer. Such an overlay will cost approximately \$450,000 and will increase the pavement life by approximately 15 years. Another advantage of an asphalt overlay is that it will reduce pavement noise and during construction will have a much smaller impact to area motorists. The cost for an asphalt overlay is substantively less than a concrete reconstruction, which is estimated at \$1,100,000.

In summary, Mr. Eckrich recommended incorporating Wildhorse Parkway Drive into the five year plan for 2018 with an asphalt overlay at an estimated cost of \$450,000. There is no financial allocation or commitment required at this time. Staff will advise the City of Wildwood and Chesterfield Trustees of the plan to overlay the road in 2018.

##### **Discussion**

Chair Hurt stated there may be some opposition from residents on the use of asphalt instead of concrete. Councilmember Roach concurred, but also stated that the road is in obvious need of improvement. Mr. Eckrich responded that Staff will engage the trustees to let them know that the City is considering an asphalt overlay. Wild Horse Creek Road is an asphalt roadway and Wildhorse Parkway Drive is in many ways more similar to Wild Horse Creek Road than it is to the connecting subdivision streets.



The Committee agreed that it had no objection to Mr. Eckrich incorporating Wildhorse Parkway Drive into the five-year plan as an asphalt overlay, as presented. No further action is necessary at this time, and the matter does not need to be forwarded to City Council.

#### **D. Schoettler Road**

##### **STAFF REPORT**

Jim Eckrich, Public Works Director/City Engineer, provided a history of Schoettler Road. It is a 2.4 mile minor arterial roadway from Clayton Road to South Outer 40. Schoettler Road was maintained by St. Louis County until 2010 at which time the City accepted maintenance. There are a number of deficiencies including lack of center/left turn lanes, tight horizontal curves, missing sections of sidewalk, and sections of roadway with inadequate sight distance.

In 2013, HR Green developed a Concept Plan that included three lanes with a sidewalk and bike lane on both sides of the road. The estimated cost of implementation was \$24 million not including right of way acquisition. The City hoped to implement this plan through the Surface Transportation Program (STP) which would have funded up to 80% of the construction costs. However, for the past three years, the City has been unsuccessful in obtaining an STP grant. Staff has concluded that Schoettler Road will not qualify for STP funding until the condition of the road deteriorates. Therefore, Staff has investigated Schoettler Road to determine what can be done to improve the roadway incrementally and recommends the following plan of action:

- Discontinue the annual submittal of the STP grant application. Instead concentrate on a grant submittal for another qualifying road, such as Old Chesterfield Road.
- Funding for sidewalks is available through the Transportation Alternatives Program (TAP). Study the sections of Schoettler Road with missing sections of sidewalk and submit TAP applications.
- Consider designing and constructing center lanes/left turn lanes in areas that are adjacent to side streets. Staff analyzed four sections of Schoettler Road for possible left turn lanes. Of the four intersections, only the Georgetown Road intersection contains the necessary right of way to allow for a center lane/left turn lane. Adding lanes at other intersections would require the acquisition of right of way and easements, both permanent and temporary. Staff estimates the cost of the turn lane at Georgetown to be \$75,000, which does not include any right of way or easement acquisition.

##### **Discussion**

There was further discussion regarding right of way acquisition at the intersection of Westerly Place and 2290 Schoettler Road. Chair Hurt indicated that the affected resident was not likely to grant additional right of way, but he would like to at least attempt right of way acquisition again. Mr. Eckrich stated that if funds are going to be budgeted for a left turn lane at Georgetown or Westerley Place, Staff will renew discussions with the property owner at 2290 Schoettler Road. If Staff is successful and if needed, more money can be requested at a later date.

The Committee, as a whole, directed Staff to include \$100,000 in the 2018 budget for construction of a left turn lane at Georgetown Road and to acquire the necessary right of way at 2290 Schoettler Road.

# Memorandum

## Department of Planning



**To:** Michael O. Geisel, City Administrator

**From:** Justin Wyse, Director of Planning *JW*

**Date:** March 20, 2023

**RE:** **Kehrs Mill Farm, Lot 38 Boundary Adjustment Plat:** A Boundary Adjustment Plat for a 0.22-acre tract of land located in Kehrs Mill Farm subdivision, north of Cotting Court (21T620220, 21T621311).

### **Summary**

Michael K. Daming has submitted a request for a Boundary Adjustment Plat for a 0.22-acre tract of land. This tract of land includes the 0.05 acre parcel addressed as 15721 Cotting Court A and 0.17 acres of 15721 Cotting Court, both are part of the Kehrs Mill Farm subdivision.

The purpose of this Boundary Adjustment Plat is to remove a lot line between the two lots of Kehrs Mill Farm subdivision to combine the lots.

Attachments: Boundary Adjustment Plat, Legislation



Figure 1: Subject Site Aerial

BILL NO. 3436

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

**AN ORDINANCE PROVIDING FOR THE APPROVAL OF A BOUNDARY ADJUSTMENT PLAT FOR A 0.22-ACRE TRACT OF LAND LOCATED NORTH OF COTTING COURT (21T620220, 21T621311).**

**WHEREAS**, Michael K. Daming has submitted for review and approval a Boundary Adjustment Plat for the above referenced properties located north of Cotting Court; and,

**WHEREAS**, the purpose of the Boundary Adjustment Plat is to adjust the boundary line between 15721 Cotting Court A (Kehrs Mill Farm) and 15721 Cotting Court (Kehrs Mill Farm) to create one larger lot for Lot 38 (Kehrs Mill Farm); and,

**WHEREAS**, the Department of Planning has reviewed the Boundary Adjustment Plat in accordance with the Unified Development Code of the City of Chesterfield and has found it to be in compliance with all applicable ordinances and has forwarded said Boundary Adjustment Plat to the City Council.

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

**Section 1.** The Boundary Adjustment Plat which is attached hereto as “Exhibit 1” and made part hereof as if fully set out herein is hereby approved; the owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

**Section 2.** The Mayor and City Clerk are authorized and directed to evidence the approval of the said Boundary Adjustment Plat by affixing their signatures and the official seal of the City of Chesterfield as required on the said document.

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
Bob Nation, MAYOR

ATTEST:

\_\_\_\_\_  
Vickie McGownd, CITY CLERK

FIRST READING HELD: 03/20/2023

**STOCK & ASSOCIATES**  
Consulting Engineers, Inc.

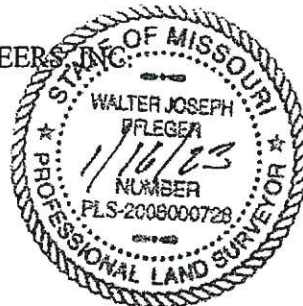
Overall description of Deed Book 24684 Page 3189 and Count III of Deed Book 2158

A Tact of land being Lot 38 of Kehrs Mill Farm as recorded in Plat Book 145 Page 76 and Count III of a judgement as recorded in Deed Book 14758 Page 2158 all of the St. Louis County records, located in Fractional Section 28, 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 northeast corner of said Lot 38, also being the southeast corner of said Count III, thence South 12 degrees 29 minutes 37 seconds West, along the east line said Lot 38, 119.50 feet, to the north right of way of Cotting Court, 50 feet wide, being on a curve to the right having a radius of 32.00 feet; thence the following courses and distances along said north right of way line: with said curve an arc distance of 27.08 feet and a chord which bears North 53 degrees 15 minutes 56 seconds West, 26.28 feet to a reverse curve to the left having a radius of 54.00 feet; along said curve an arc distance of 45.70 feet and a chord which bears North 53 degrees 15 minutes 42 seconds West, 44.35 feet; and North 77 degrees 30 minutes 23 seconds West 6.60 feet, to the southwest corner of said Lot 38; thence North 12 degrees 29 minutes 37 seconds East, along the west line of said Lot 38, 100.00 feet, to the northwest corner of said Lot 38, also being the southwest corner of above said Count III; thence following courses and distances along the west, north and east line of said Count III: North 12 degrees 13 minutes 10 seconds East, 23.37 feet; South 77 degrees 38 minutes 53 seconds East, 71.04 feet; and South 12 degrees 22 minutes 26 seconds West, 33.04 feet to the POINT OF BEGINNING. Containing 9,606 square feet or 0.221 acres, more or less. According to calculations performed by Stock and Associates in January 2023.

STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC.  
LC NO. 222-D

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



257 Chesterfield Business Parkway, St. Louis, MO 63005  
636.530.9100 – Main | 636.530.9130 – Fax  
www.stockassoc.com | general@stockassoc.com



**WALKER BOUNDARY ADJUSTMENT PLAT**

**15721 COTTING CT. – CURRENT LEGAL DESCRIPTION:**

Lot 38 of KEHRS MILL FARM PLAT ONE, as per plat thereof recorded in Plat Book 145 Pages 76 and 77 of the St. Louis Records.

Subject to all indebtedness, liens, encumbrances, restriction, covenants, building lines, easements, etc. if any, of record.

**ADJACENT STRIP OF LAND OBTAINED BY JUDGMENT – LEGAL DESCRIPTION:**

Beginning at an iron pipe on the northeast corner of Lot 38 as recorded in Plat Book 145 Pages 76 and 77 of the St. Louis County Records of Missouri; thence along the north line of Lot 38 N.  $69^{\circ}28'06''$ W.71.76' to an iron pipe; thence proceeding N. $12^{\circ}38'11''$ E.23.35' to a point in said line; thence proceeding eastwardly S. $77^{\circ}13'52''$ E.71.17' to a point; thence leaving said line and proceeding S. $12^{\circ}44'44''$ W.33.04' to the point of beginning.

**NEW ADJUSTED LEGAL DESCRIPTION – 15721 COTTING CT:**

Stock & Associates Adjusted Legal Description attached hereto.

**BOUNDARY ADJUSTMENT DEED**

**THIS DEED**, made and entered into this \_\_\_\_ day of February, 2023, by and between

**GRANTOR: Kathleen J. Walker, Andrew Peter Walker and Timothy D. Ayres, as co-Trustees of The Kathleen J. Walker Living Trust dated February 27, 1999**

of the County of St. Louis, State of Missouri, party or parties of the first part, and

**GRANTEE: Kathleen J. Walker, Andrew Peter Walker and Timothy D. Ayres, as co-Trustees of The Kathleen J. Walker Living Trust dated February 27, 1999**

of the County of St. Louis, State of Missouri, party or parties of the second part.

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable consideration paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents REMISE, RELEASE AND FOREVER QUIT CLAIM (as of the date this Deed is recorded) unto the said party or parties of the second part, any and all of their interest in the following described Real Estate, situated in the County of St. Louis and State of Missouri, to-wit:

Overall description of Deed Book 24684 Page 3189 and Count III of Deed Book 2158.

A Tract of land being Lot 38 of Kehrs Mill Farm as recorded in Plat Book 145 Page 76 and Count III of a judgment as recorded in Deed Book 14758 Page 2158 all of the St. Louis County records, located in Fractional Section 28, 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 northeast corner of said Lot 38, also being the southeast corner of said Count III, thence South 12 degrees 29 minutes 37 seconds West, along the east line said Lot 38, 119.50 feet, to the north right of way of Cotting Court, 50 feet wide, being on a curve to the right having a radius of 32.00 feet; thence the following courses and distances along said north right of way line: with said curve an arc distance of 27.08 feet and a chord which bears North 53 degrees 15 minutes 56 seconds West, 26.28 feet to a reverse curve to the left having a radius of 54.00 feet; along said curve an arc distance of 45.70 feet and a chord which



bears North 53 degrees 15 minutes 42 seconds West, 44.35 feet; and North 77 degrees 30 minutes 23 seconds West 6.60 feet, to the southwest corner of said Lot 38; thence North 12 degrees 29 minutes 37 seconds East, along the west line of said Lot 38, 100.00 feet, to the northwest corner of said Lot 38, also being the southwest corner of above said Count III; thence following courses and distances along the west, north and east line of said Count III: North 12 degrees 13 minutes 10 seconds East, 23.37 feet; South 77 degrees 38 minutes 53 seconds East, 71.04 feet; and South 12 degrees 22 minutes 26 seconds West, 33.04 feet to the POINT OF BEGINNING. Containing 9,606 square feet or 0.221 acres, more or less. According to calculations performed by Stock and Associates in January 2023.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever. So that neither the said party or parties of the first part, nor their heirs, nor any other person or persons for them or in their names or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

The mailing address of one Grantee, as required by §59.330, R.S.Mo., is as follows:

15721 Cotting Ct.  
St. Louis, MO 63017

CURRENT MAILING ADDRESS of Taxpayer to whom assessment notices, tax bills and other correspondence respecting the real estate described herein are to be sent is:

15721 Cotting Ct.  
St. Louis, MO 63017

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

---

Kathleen J. Walker

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

On this \_\_\_\_\_ day of February, 2023 before me appeared Kathleen J. Walker, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

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

My term expires:

PREPARED BY AND RETURN TO:  
Wasinger Daming, LC  
1401 S. Brentwood Blvd. Ste 875  
St. Louis, MO 63144