



**AGENDA REVIEW MEETING  
CHESTERFIELD CITY COUNCIL  
Monday, July 17, 2023  
5:45 PM**

**I. Appointments – Mayor Bob Nation**

**A. Re-appointment**

1. Architectural Review Board – Scott Starling

**II. Council Committee Reports**

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

- 1. Proposed Bill No. 3450 – P.Z. 04-2023 Damian Kroenung Estate (17970 Edison Avenue) – An ordinance amending the Unified Development Code of the City of Chesterfield by changing the ordinance of the existing “PI” Planned Industrial District to a new “PI” Planned Industrial District for a 7.1-acre tract of land located on the south side of Edison Avenue (17V310081). (Second Reading) Planning Commission Recommends Approval. Planning & Public Works Committee Recommends Approval.**
- 2. Proposed Bill No. 3451 – P.Z. 05-2023 Wings Corporate Estates, Lot 5 (Wings & Wheels of Chesterfield LLC) – An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundary of a “PI” Planned Industrial District to a new “PI” Planned Industrial District for a 1.3-acre tract of land located northeast of the intersection of Wings Corporate Drive and Buzz Westfall Drive (17W120087). (Second Reading) Planning Commission Recommends Approval. Planning & Public Works Committee Recommends Approval. Green Sheet Amendment recommended by Planning & Public Works Committee.**
- 3. Proposed Bill No. 3452 – Special Use Permit Code Revision – An ordinance of the City of Chesterfield repealing and replacing Chapter 505, Article I, Division 2 Opening and Excavation of Public Streets. (Second Reading) Planning & Public Works Committee Recommends Approval.**
- 4. Proposed Bill No. 3453 - Public Street Acceptance- Bur Oaks Subdivision – An Ordinance pertaining to the acceptance of Silver Buck Lane in Bur Oaks as a public street in the City of Chesterfield. (First Reading) Planning & Public Works Committee Recommends Approval.**

**5. Proposed Bill No. 3454 Public Street Acceptance - Fienup Farms Plats 5, 6, and 9** – An Ordinance pertaining to the acceptance of Lakeside Ridge, Woodchuck Place, Edgewood Hill, Helens Woods Ct, Barn Owl Lane, Gooseberry Lane, and portions of Patchwork Fields in Fienup Farms as public streets in the City of Chesterfield. **(First Reading) Planning & Public Works Committee Recommends Approval.**

**6. Proposed Bill No. 3455 - Schoettler Road Sidewalk Project-Program Agreement** – An Ordinance authorizing the City Administrator to execute a transportation alternative funds program agreement with the Missouri Highways and Transportation Commission for construction of the Schoettler sidewalk from Windsor Valley Court to Greenleaf Valley Drive. **(First Reading) Planning & Public Works Committee Recommends Approval.**

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

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

**1. Charter Class Action Award** – Recommendation to deposit full amount of judgement into the debt pre-payment fund as recommended by the Finance and Administration Committee. **(Roll Call Vote) Finance & Administration Committee Unanimously Recommends Approval.**

**2. Proposed 2024 City Council Meeting Schedule** – Recommendation to approve the City Council meeting schedule for 2024, as recommended by the Finance and Administration Committee. **(Voice Vote) Finance & Administration Committee Unanimously Recommends Approval.**

**3. Proposed Bill No. 3456 - Code Revision for Appointment of the City Clerk** – An Ordinance amending section 110.730 of the City of Chesterfield City Code regarding the appointment of the City Clerk. **(First Reading) Finance & Administration Committee Unanimously Recommends Approval.**

**4. Employee Policies and Practices** – A recommendation to approve specific employee policies and practices, as initially recommended and presented by the City’s Executive Staff and unanimously recommended for approval by the Finance and Administration Committee. **(Roll Call Vote) Finance & Administration Committee Unanimously Recommends Approval.**

**5. Strategic Plan Survey** – Recommendation to contract with ETC. Inc. for the purpose of creating, performing, and reporting of four surveys,

as described in the City's strategic plan, the cost of which is to be funded by ARPA proceeds. **(Roll Call Vote) Finance & Administration Committee Unanimously Recommends Approval.**

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

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

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

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

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

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

**A. Liquor License Request** – Barrell House (14748 Clayton Road) has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise. **(Voice Vote) Application has been reviewed by the Police Department and the Planning Department. There are no known outstanding municipal violations.**

**IV. Other Legislation**

**A. Proposed Resolution No. 487 – Sale of CVAC Property to Gateway Studios** – A resolution of the City of Chesterfield, Missouri authorizing the sale of real property to J2 Management Group, LLC and authorizing the City Administrator to sign and execute the necessary documentation for closing. **(Roll Call Vote)**

**B. Proposed Bill No. 3457** – An Ordinance of the City of Chesterfield, Missouri, finding and declaring a certain area in the City a blighted area under Chapter 353 of the Revised Statutes of Missouri, as amended; approving the Chesterfield Regional 353 Development Plan & Project submitted for the re-development of such area; and authorizing further actions in connection therewith. **(First Reading)**

**C. Proposed Bill No. 3458** – An Ordinance of the City of Chesterfield, Missouri authorizing the Mayor of the City to enter into a redevelopment agreement and authorizing further actions in connection therewith. **(First Reading)**

**D. Proposed Bill No. 3459** – An Ordinance of the City of Chesterfield, Missouri, reaffirming and maintaining the gross receipts tax to be imposed upon water companies conducting business within the City and updating section 615.020 of the municipal code. **(First Reading and Second Readings)**

**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.*

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



**AGENDA**  
**CITY COUNCIL MEETING**  
**Chesterfield City Hall**  
**690 Chesterfield Parkway West**  
**Monday, July 17, 2023**  
**7:00 PM**

- I. CALL TO ORDER** – Mayor Bob Nation
  
- II. PLEDGE OF ALLEGIANCE** – Mayor Bob Nation
  
- III. MOMENT OF SILENT PRAYER** – Mayor Bob Nation
  
- IV. ROLL CALL** –City Clerk Vickie McGownd
  
- V. APPROVAL OF MINUTES** – Mayor Bob Nation
  - A. City Council Meeting Minutes** – June 20, 2023
  - B. Executive Session Meeting Minutes** – June 20, 2023
  
- VI. INTRODUCTORY REMARKS** – Mayor Bob Nation
  - A. Tuesday, July 18, 2023 – Aquatic Facility Town Hall Meeting (6:00pm)**
  - B. Thursday, July 20, 2023 – Planning & Public Works (5:30pm)**
  - C. Monday, July 24, 2023 – Planning Commission (7:00pm)**
  - D. Monday, August 07, 2023 – City Council (7:00pm)**
  
- VII. Public Hearing – Chesterfield Regional 353 Development Plan & Project** – Justin Wyse
  
- VIII. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation

## **IX. APPOINTMENTS** – Mayor Bob Nation

### **A. Re-appointment**

1. Architectural Review Board – Scott Starling

## **X. COUNCIL COMMITTEE REPORTS**

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

- 1. Proposed Bill No. 3450 – P.Z. 04-2023 Damian Kroenung Estate (17970 Edison Avenue)** – An ordinance amending the Unified Development Code of the City of Chesterfield by changing the ordinance of the existing “PI” Planned Industrial District to a new “PI” Planned Industrial District for a 7.1-acre tract of land located on the south side of Edison Avenue (17V310081). **(Second Reading) Planning Commission Recommends Approval. Planning & Public Works Committee Recommends Approval.**
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**Reading) Planning & Public Works Committee Recommends Approval.**

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## **XI. REPORT FROM THE CITY ADMINISTRATOR** – Mike Geisel

**A. Liquor License Request** – Barrell House (14748 Clayton Road) has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise. **(Voice Vote) Application has been reviewed by the Police Department and the Planning Department. There are no known outstanding municipal violations.**

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### **XIII. UNFINISHED BUSINESS**

### **XIV. NEW BUSINESS**

### **XV. ADJOURNMENT**

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## **AGENDA REVIEW – TUESDAY, JULY 17, 2023 – 5:45 PM**

An AGENDA REVIEW meeting has been scheduled to start at **5:45 PM, on Monday, July 17, 2023**. An executive session is scheduled to begin immediately after work session and prior to the regular session.

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

## **PUBLIC HEARING – CHESTERFIELD REGIONAL 353 DEVELOPMENT PLAN & PROJECT**

The public hearing for the Chesterfield Regional 353 Development Plan & Project is scheduled during Monday's meeting, to begin immediately after Mayor Nation finishes "Open Remarks", and prior to "Public Comment". Director of Planning, Justin Wyse will conduct the public hearing. It is anticipated to be brief and meet all statutory requirements.

## **UPCOMING MEETINGS/EVENTS**

- A. Tuesday, July 18, 2023 – Aquatic Facility Town Hall Meeting (6:00pm)**
- B. Thursday, July 20, 2023 – Planning & Public Works (5:30pm)**
- C. Monday, July 24, 2023 – Planning Commission (7:00pm)**
- D. Monday, August 07, 2023 – City Council (7:00pm)**

## **COMMUNICATIONS AND PETITIONS**

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

## **APPOINTMENTS**

### **Reappointments:**

#### **Architectural Review Board (2-year term)**

- Scott Starling

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

DATE	CHECK #	VENDOR	DESCRIPTION	CHECK AMT	FUND
6/8/2023	1274	CHESTERFIELD VILLAGE CONDOMINIUM HOMES ASSOCIATION	CHESTERFIELD VILLAGE TOWNHOMES-SNOW REMOVAL REIMBURSEMENT	\$ 7,720.00	137
6/8/2023	1282	JOE MACHENS FORD	ONE TON DUMP TRUCK	54,509.00	137
6/29/2023	1308	CENTURY ELEVATOR SERVICE AND REPAIR, INC	UPGRADE & MODERNIZATION OF ELEVATORS AT CITY HALL	40,000.00	137
6/8/2023	50510	D & S ENTERTAINMENT, LLC	THE FOUR HORSEMAN CONCERT	5,000.00	119
6/8/2023	50540	RONALD E GABLE	SHELTER FOR LOGAN PARK	14,702.00	119
6/8/2023	50548	WEST BEND MUTUAL INSURANCE COMPANY	INSURANCE - PACKAGE AND GEN LIABILITY PREM AND NEW BUISNESS	17,693.00	119
6/8/2023	50549	WIBRACHT ELECTRIC, INC	ELECTRIC AT LOGAN PARK	7,900.00	119
6/15/2023	50559	AMEREN MISSOURI	17925 NORTH OUTER FORTY, CONCESSION B, ACCT# 0153089010	5,343.09	119
6/15/2023	50575	MISSOURI AMERICAN WATER COMPANY	1859 SCHOETTLER RD, ACCT# 220039977469; 15030 OLIVE BLVD IRRIS-16, ACCT# 210009452451; 16365 LYDIA HILL DR FIRE, ACCT# 1017-210011900600; 13703 OLIVE BLVD, ACCT #1017-210009340625; 13990 OLIVE BLVD IRRIG, ACCT #1017-210014663603; 14706 LADUE BLUFFS XING IRRIG, ACCT# 1017-210010363420; 575 CHESTERFIELD PKWY IRRIG, ACCT# 1017-210010656795; 14415 OLIVE BLVD IRRIG, ACCT# 1017-210014663443; 631 VETERANS PLACE DR FIRE, ACCT# 1017-210010837297; 2101 CLARKSON RD IRRIG3, ACCT# 1017-210008624504; 631 VETERANS PLACE DR IRRIGRESTR, ACCT #1017-210011272473; 1684 HEFFINGTON DR IRRIG, ACCT# 1017-210014663191; 15320 OLIVE BLVD IRRIG, ACCT #1017-210011383434; 16200 SWINGLEY RIDGE RD IRRIG, ACCT# 1017-210014663115; 871 CHESTERFIELD PKWY W IRRIG, ACCT# 1017-210010475422; 15030 OLIVE BLVD IRRIS-14, ACCT# 1017-210009482338; 17925 N OUTER 40 FIRE, ACCT# 1017-210013666128; 631 VETERANS PLACE DR DOM, ACCT# 1017-210011631188; 17315 WILD HORSE CREEK RD IRRIG, ACCT# 1017-220016465604.	8,334.76	119
6/15/2023	50576	MISSOURI MACHINERY & ENGINEERING CO.	STREAM WALK PUMP, INSPECT SANITARY LIFT STATION	11,095.29	119
6/22/2023	50589	AMEREN MISSOURI	16365 LYDIA HILL RD, ACCT# 8780009313	5,320.61	119
6/22/2023	50602	MISSOURI AMERICAN WATER COMPANY	1627 OLD BAXTER RD, ACCT# 1017-210012188700; 1299 E CHESTERFIELD PKWY IRRIG, ACCT# 1017-210014663283; 13781 OLIVE BLVD IRRIG, ACCT# 1017-210014663528; 14717 OLIVE BLVD IRRIG, ACCT# 1017-210014663368; 13309 CHAPEL MILL CT IRRIG, ACCT# 1017-210013189454; 13339 OLIVE BLVD IRRIG, ACCT# 1017-210012714123; 1255 CREVE COEUR XNG LN IRRIG, ACCT# 1017-210012711001; 700 CHESTERFIELD CTR IRRIG, ACCT# 1017-210011937275; 16103 WALDEN POND LN IRRIG, ACCT# 210009404963.	5,727.42	119
6/29/2023	50622	GR ROBINSON SEED & SERVICE CO	AZOXY/STROBE, PROPICONAZOLE, AZOXY/STROBE	8,799.92	119
6/29/2023	50627	J&M DISPLAYS, INC	4TH OF JULY FIREWORKS	55,000.00	119
6/29/2023	50629	KEYSTONE STAFFING RESOURCES	(3) STAFFING, TIPS	8,396.26	119
6/29/2023	50637	MUSCO SPORTS LIGHTING LLC	CVAC LIGHT REPAIRS	9,540.00	119
6/8/2023	69585	AMCON MUNICIPAL CONCRETE, LLC	2023 SIDEWALK REPLACEMENT PROJECT B	99,227.88	120
6/8/2023	69635	TIMBERLINE PROFESSIONAL TREE CARE LLC	2023 STREET TREE AND STUMP REMOVAL	8,625.00	001
6/15/2023	69640	AMEREN MISSOURI	690 CHESTERFIELD PKWY W-0627147004	13,830.04	001
6/15/2023	69645	APPLIED CONCEPTS, INC.	RADAR EQUIPMENT	6,928.00	121
6/15/2023	69646	ARMSTRONG TEASDALE LLP	CHESTERFIELD MALL REDEVELOPMENT PROJECT, DILLARD'S-PROFESSIONAL SERVICES, RPA-2, WILDHORSE VILLAGE, LP	29,452.50	001
6/15/2023	69662	FLOCK GROUP INC	FLOCK CAMERAS	10,000.00	121
6/15/2023	69673	L KEELEY CONSTRUCTION INC.	TREE PRESERVATION SURETY REFUND- AEGION-INSITUFORM	8,000.00	808
6/15/2023	69683	NEXT-LEVEL CONSTRUCTION, LLC	2023 CONCRETE SLAB REPLACEMENT PROJECT B	285,624.62	120
6/15/2023	69686	PULTE HOME CORPORATION	PARTIAL CONSTRUCTION ESCROW RELEASE-BUR OAKS	291,665.04	808
6/15/2023	69689	SHI INTERNATIONAL CORP	ANNUAL SUBSCRIPTION, HARDWARE WARRANTY, NETWORK HARDWARE - CORE SWITCH	17,378.33	001
6/15/2023	69690	ST. LOUIS AREA INSURANCE TRUST	WORK COMP/GENERAL-POLICE-AUTO LIABILITY	481,403.00	001
6/15/2023	69695	SWT DESIGN, INC	LOGAN PARK PHASE I & II PROFESSIONAL SERVICES	6,803.65	001

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

DATE	CHECK #	VENDOR	DESCRIPTION	CHECK AMT	FUND
6/15/2023	69697	THE HARTFORD-PRIORITY ACCOUNTS	JUNE 2023 GRP LIFE, LT/SHRT DIS, VOL LIFE, ACC/CRIT ILNESS INS	13,583.19	001
6/15/2023	69699	WILDHORSE VILLAGE LP	PARTIAL CONSTRUCTION ESCROW RELEASE-WHV, LOT 1	166,142.20	808
6/22/2023	69711	ENERGY PETROLEUM CO.	334.6 GALS. REG RFG GAS, 42.1 GALS. #2 DIESEL ULTRA LS, 7443 GALLONS OF MID RFG GAS 89 OCT	23,418.13	001
6/22/2023	69715	FARINELLA NURSERY LANDSCAPE CONST. LLC	2021 STREET TREES, 2023 STREET TREE PLANTING	75,935.00	001/120
6/22/2023	69724	LEON UNIFORM CO., INC.	(6) UNIFORMS, (2) BODY ARMOR & UNIFORMS	5,275.43	121
6/22/2023	69728	LUBY EQUIPMENT SERVICES	EQUIPMENT TRAILER	10,250.00	001
6/22/2023	69733	PNC BANK	MAY-JUNE PNC MONTHLY STATEMENTS	14,785.73	001
6/22/2023	69743	ST. LOUIS COUNTY MISSOURI - POLICE DEPT	POLICE COMMUNICATIONS	18,047.50	121
6/29/2023	69776	MISSOURI AMERICAN WATER COMPANY	690 CHESTERFIELD PKWY W-1017-210014663856	5,283.23	001
6/29/2023	69779	OATES ASSOCIATES	WILSON AVENUE-DESIGN SERVICES	23,173.70	120
6/29/2023	69782	REJIS COMMISSION	REJIS CONTRACTUAL FEES	8,324.00	121
6/29/2023	69790	ST. LOUIS AREA HEALTH INSURANCE TRUST- MEDICAL	JULY 2023 HEALTH INSURNACE PREMIUMS	215,928.45	001
6/29/2023	69796	THE GRAVILLE LAW FIRM, LLC	MARCH 2023 PROFESSIONAL SERVICES, APRIL 2023 PROFESSIONAL SERVICES	40,098.99	001

\$ 2,144,264.96

Respectfully submitted by,  
John Hughes, Assistant Finance Director

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





## RECORD OF PROCEEDING

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

**JUNE 20, 2023**

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

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

A roll call was taken with the following results:

PRESENT

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

ABSENT

Councilmember Mary Ann Mastorakos

APPROVAL OF MINUTES

The minutes of the June 5, 2023 City Council meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Budoor, to approve the June 5, 2023 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

## **INTRODUCTORY REMARKS**

Mayor Nation presented a proclamation to the Rob Kilo family in recognition for their efforts in creating Monarch Grove, located in Central Park.

Mayor Nation announced that City Hall will be closed on Tuesday, July 4, in observance of Independence Day.

Mayor Nation announced that the next meeting of City Council is scheduled for Monday, July 17, at 7 p.m.

## **COMMUNICATIONS AND PETITIONS**

Mr. William (Bill) Vellios, 2758 Kehrs Mill, indicated that he was available to answer questions pertaining to Bill No. 3444 – P.Z. 07-2023 Ballwin Acres, Lot 15 (William G. Vellios).

Ms. Patricia Tocco, 14720 Whitebrook Drive, spoke in opposition to the Chesterfield Regional Tax Increment Financing (TIF) District.

Mr. John Nations, 16150 Main Circle Drive, indicated that he was available to answer questions pertaining to Resolution No. 485 – 16775 & 16806 Baxter Road (Annie Gunn's) – Right-of-Way Quit-Claim Deed.

## **APPOINTMENTS**

No appointments were scheduled on the agenda for this evening.

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

### **Planning & Public Works Committee**

Bill No. 3444	Amends the Unified Development Code of the City of Chesterfield by changing the boundary of an “NU” Non-Urban District to an “R-3” Residence District for a 3.9 acre tract of land located east of Kehrs Mill Road, south of Wendimill Drive, west of Meadowbrook Country Club Estates, and north of Coventry Woods Court (21S410088) <b>(Second Reading) Planning Commission Recommends Approval. Planning &amp; Public Works Committee Recommends Approval</b>
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Councilmember Merrell Hansen, Chairperson of the Planning/Public Works Committee, made a motion, seconded by Councilmember Moore, for the second reading of Bill No. 3444. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3444 was read for the second time. A roll call vote was taken

for the passage and approval of Bill No. 3444 with the following results: Ayes – Monachella, Hurt, McGuinness, Budoor, Wahl, Moore and Hansen. Nays – None. Whereupon Mayor Nation declared Bill No. 3444 approved, passed it and it became **ORDINANCE NO. 3239.**

Bill No. 3445           Amends section 405.03.070 of the Unified Development Code relating to the Use Table for Non-Residential Districts **(Second Reading) Planning Commission Recommends Approval. Planning & Public Works Committee Recommends Approval**

Councilmember Hansen made a motion, seconded by Councilmember Budoor, for the second reading of Bill No. 3445. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3445 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3445 with the following results: Ayes – Moore, Monachella, Budoor, Hurt, Wahl, Hansen and McGuinness. Nays – None. Whereupon Mayor Nation declared Bill No. 3445 approved, passed it and it became **ORDINANCE NO. 3240.**

Bill No. 3447           Amends section 405.02.120.A and section 405.04.120 of the Municipal Code pertaining to stormwater guarantees and stormwater requirements **(Second Reading) Planning Commission Recommends Approval. Planning & Public Works Committee Recommends Approval**

Councilmember Hansen made a motion, seconded by Councilmember Moore, for the second reading of Bill No. 3447. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3447 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3447 with the following results: Ayes – Hansen, McGuinness, Hurt, Budoor, Wahl, Monachella and Moore. Nays – None. Whereupon Mayor Nation declared Bill No. 3447 approved, passed it and it became **ORDINANCE NO. 3241.**

Bill No. 3450           Amends the Unified Development Code of the City of Chesterfield by changing the ordinance of the existing “PI” Planned Industrial District to a new “PI” Planned Industrial District for a 7.1 acre tract of land located on the south side of Edison Avenue (17V310081) **(First Reading) Planning Commission Recommends Approval. Planning & Public Works Committee Recommends Approval**

Councilmember Hansen made a motion, seconded by Councilmember Monachella, for the first reading of Bill No. 3450. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3450 was read for the first time.

Bill No. 3451 Amends the Unified Development Code of the City of Chesterfield by changing the boundary of a “PI” Planned Industrial District to a new “PI” Planned Industrial District for a 1.3 acre tract of land located northeast of the intersection of Wings Corporate Drive and Buzz Westfall Drive (17W120087) **(First Reading) Planning Commission Recommends Approval. Planning & Public Works Committee Recommends Approval**

Councilmember Hansen made a motion, seconded by Councilmember Monachella, for the first reading of Bill No. 3451. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3451 was read for the first time.

Bill No. 3452 Repeals and replaces Chapter 505, Article I, Division 2 Opening and Excavation of Public Streets **(First Reading) Planning & Public Works Committee Recommends Approval**

Councilmember Hansen made a motion, seconded by Councilmember Monachella, for the first reading of Bill No. 3452. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3452 was read for the first time.

Councilmember Hansen announced that the next meeting of this Committee is scheduled for Thursday, June 22, at 5:30 p.m.

### **Finance & Administration Committee**

Councilmember Michael Moore, Chairperson of the Finance and Administration Committee, announced that the next meeting of this Committee is scheduled for Tuesday, June 27, at 5:00 p.m.

### **Parks, Recreation & Arts Committee**

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

### **Public Health & Safety Committee**

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

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

City Administrator Mike Geisel reported that Buzzettas Italian Cafe, located at 120 Chesterfield Valley Drive, has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday sales. 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 Hansen made a motion, seconded by Councilmember Monachella, to approve issuance of a new liquor license to Buzzettas Italian Cafe. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mr. Geisel reported that Old House in Hog Hollow, located at 14319 Olive Blvd., has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday sales. 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 Wahl made a motion, seconded by Councilmember Monachella, to approve issuance of a new liquor license to Old House in Hog Hollow. A voice vote was taken with an affirmative result (Councilmember McGuinness voted “No”) and the motion was declared passed.

### **OTHER LEGISLATION**

Councilmember Hansen made a motion, seconded by Councilmember Budoor, to approve a proposed resolution authorizing the City Administrator to execute a quit-claim deed. A roll call vote was taken with the following results: Ayes – Monachella, Budoor, Wahl, Moore, Hansen, Hurt and McGuinness. Nays – None. Mayor Nation declared the motion passed. The successful resolution became Chesterfield Resolution No. 485.

Councilmember Moore made a motion, seconded by Councilmember Monachella, to approve a proposed resolution authorizing the City Administrator to execute the necessary documentation for sale of real property to the Monarch-Chesterfield Levee District. A roll call vote was taken with the following results: Ayes – Wahl, Hansen, McGuinness, Moore, Monachella, Budoor and Hurt. Nays – None. Mayor Nation declared the motion passed. The successful resolution became Chesterfield Resolution No. 486.

### **UNFINISHED BUSINESS**

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

### **NEW BUSINESS**

There was no new business.

### **ADJOURNMENT**

Mayor Nation entertained a motion to reconvene into Executive Session. Councilmember Moore made a motion, seconded by Councilmember Budoor, to go into closed session, pursuant to RSMo 610.021(1) for the purpose of discussing legal actions, causes of action, litigation or privileged communications between the City’s representatives and its

attorneys and RSMo 610.021(2) for the purpose of discussing the lease, purchase or sale of real estate between the City's representatives and its attorneys. A roll call vote was taken with the following results: Ayes – Monachella, Wahl, Budoor, McGuinness, Moore, Hansen and Hurt. Nays – None. Mayor Nation declared the motion passed.

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:39 p.m.

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Mayor Bob Nation

ATTEST:

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Vickie McGownd, City Clerk

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



**DATE:** July 7, 2023  
**TO:** Michael O. Geisel, City Administrator  
**FROM:** Vickie McGownd, City Clerk *VM*  
**SUBJECT:** Statutory Committee Re-Appointment

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Mayor Nation intends to nominate the following individual for re-appointment at the July 17, 2023 City Council meeting:

**Architectural Review Board**

Scott Starling (**Residential**)  
14 Upper Conway Lane  
Chesterfield, MO 63017  
636-778-0969 – h  
314-630-5585 – c  
[sstarling03@gmail.com](mailto:sstarling03@gmail.com)  
New term expires 8/5/25

Please add this re-appointment to the July 17 City Council agenda.

## **PLANNING AND PUBLIC WORKS COMMITTEE**

Chair: Councilmember Merrell Hansen

Vice-Chair: Councilmember Dan Hurt

**Proposed Bill No. 3450 – P.Z. 04-2023 Damian Kroenung Estate (17970 Edison Avenue) –** An ordinance amending the Unified Development Code of the City of Chesterfield by changing the ordinance of the existing “PI” Planned Industrial District to a new “PI” Planned Industrial District for a 7.1-acre tract of land located on the south side of Edison Avenue (17V310081). **(Second Reading) Planning Commission Recommends Approval. Planning & Public Works Committee Recommends Approval.**

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

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

**Proposed Bill No. 3453 - Public Street Acceptance- Bur Oaks Subdivision –** An Ordinance pertaining to the acceptance of Silver Buck Lane in Bur Oaks as a public street in the City of Chesterfield. **(First Reading) Planning & Public Works Committee Recommends Approval.**

**Proposed Bill No. 3454 Public Street Acceptance - Fienup Farms Plats 5, 6, and 9 –** An Ordinance pertaining to the acceptance of Lakeside Ridge, Woodchuck Place, Edgewood Hill, Helens Woods Ct, Barn Owl Lane, Gooseberry Lane, and portions of Patchwork Fields in Fienup Farms as public streets in the City of Chesterfield. **(First Reading) Planning & Public Works Committee Recommends Approval.**

**Proposed Bill No. 3455 - Schoettler Road Sidewalk Project- Program Agreement –** An Ordinance authorizing the City Administrator to execute a transportation alternative funds program agreement with the Missouri Highways and Transportation Commission for construction of the Schoettler sidewalk from Windsor Valley Court to Greenleaf Valley Drive. **(First Reading) Planning & Public Works Committee Recommends Approval.**

**NEXT MEETING**

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

# MEMORANDUM

TO: Mike Geisel, City Administrator

FROM: James Eckrich, Director of Public Works/City Engineer

SUBJECT: Planning & Public Works Committee Meeting Summary  
Thursday, June 22, 2023



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A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, June 22, 2023 in Conference Room 101.

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

Others in attendance were: James Eckrich, Director of Public Works/City Engineer; and Christine Dorough, Recording Secretary.

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

## I. APPROVAL OF MEETING SUMMARY

### A. Approval of the June 8, 2023 Committee Meeting Summary

**Councilmember Monachella** made a motion to approve the Meeting Summary of June 8, 2023. The motion was seconded by **Councilmember Mastorakos** and **passed by a voice vote of 3-0**.

## II. UNFINISHED BUSINESS - None

## III. NEW BUSINESS

### A. Electric Charging Stations

#### **STAFF PRESENTATION**

**Public Works Director, Jim Eckrich** gave an overview of his report which was an evaluation of the benefits/costs of electric charging stations for the public in the City of Chesterfield. He broke down the construction proposal and potential Ameren incentive. He shared his recommendation that the City not pursue electric charging stations at this time due to costs.

#### **DISCUSSION**

**Chair Merrell Hansen** commended Mr. Eckrich on his well-presented and exhaustive research. Chair Hansen stated that many in the community believe this is not a service the City should provide, and that it should be viewed similarly to gasoline which is provided via private industry. Councilmembers Monachella and Mastorakos asked questions regarding the location, public

access, and user costs of proposed charging stations. Mr. Eckrich addressed those questions to the satisfaction of the Committee.

After some discussion the Committee concurred that while this is something that may be revisited at a later date, it is not something to pursue at this time. The Committee determined this would not be forwarded to City Council so no action was taken.

[Please see the attached report prepared by James Eckrich, Public Works Director, for additional information on Electric Charging Stations]

**B. Public Street Acceptance- Bur Oaks Subdivision:**

**STAFF PRESENTATION**

**Public Works Director, Jim Eckrich** reported that Silver Buck Lane has been inspected by City Staff and meets the design and construction standards to be accepted as a public street. Therefore, a draft ordinance is proposed to be considered by City Council.

**DISCUSSION**

There was a short discussion regarding maintenance acceptance and the services the City provides. Mr. Eckrich explained that certain criteria must be met prior to the City accepting a street and prior to the City commencing snow and ice removal services. Snow and ice removal services are typically started prior to final acceptance of the street, in accordance with City Policy.

**Chair Hansen** made a motion to forward **Public Street Acceptance- Bur Oaks Subdivision** to City Council with a recommendation to approve. The motion was seconded by **Councilmember Monachella** and **passed** by a voice vote of 3-0.

**Note: One Bill, as recommended by the Planning Commission, will be needed for the July 17, 2023 City Council Meeting. See Bill #**

[Please see the attached report prepared by James Eckrich, Public Works Director, for additional information on Public Street Acceptance- Bur Oaks Subdivision.]

**C. Public Street Acceptance- Fienup Farms Plats 5, 6 and 9**

**STAFF PRESENTATION**

**Public Works Director, Jim Eckrich** explained that these streets in Fienup Farms have been inspected by City Staff and meet the requirements to be accepted as public streets.

**DISCUSSION**

A brief discussion was held regarding the Fienup Farms subdivision and why certain streets and portions of streets have been accepted while others have not. Mr. Eckrich clarified that streets are not accepted until all deficiencies are addressed.

**Chair Hansen** made a motion to forward **Public Street Acceptance- Fienup Farms Subdivision, Plats 5, 6 and 9** to City Council with a recommendation to approve. The motion was seconded by **Councilmember Mastorakos** and **passed** by a voice vote of 3-0.

**Note: One Bill, as recommended by the Planning Commission, will be needed for the July 17, 2023 City Council Meeting. See Bill #**

[Please see the attached report prepared by James Eckrich, Director of Public Works for additional information on the Public Street Acceptance- Fienup Farms Subdivision]

**D. Schoettler Road Sidewalk Project- Program Agreement:**

**STAFF PRESENTATION**

**Public Works Director, Jim Eckrich** shared that the City of Chesterfield has received funding via a Transportation Alternatives Program grant to construct a missing section of sidewalk on Schoettler Road from Windsor Valley Court to Greenleaf Valley Court. This grant will fund 65% (\$833,300) of the total project cost (\$1,282,000). If the Council approves this, the City will issue a Request for Proposals for engineering and design services later this year. All costs for this project have been incorporated into the City's Five-Year Capital Projects plan as presented to City Council on June 8, 2023.

**DISCUSSION**

The Committee commended Mr. Eckrich on his success on the grant. Councilmember Mastorakos stated that residents in her ward have been requesting this sidewalk for some time and are thrilled that this project now has funding.

**Councilmember Mastorakos** made a motion to forward the Schoettler Road Sidewalk Project Program Agreement to City Council with a recommendation to approve. The motion was seconded by Councilmember Monachella and passed by a voice vote of 3-0.

**Note: One Bill, as recommended by the Planning Commission, will be needed for the July 17, 2023 City Council Meeting. See Bill #**

[Please see the attached report prepared by James Eckrich, Director of Public Works for additional information on the Schoettler Road Sidewalk Project- Program Agreement]

**IV. OTHER** – None.

**V. ADJOURNMENT**

The meeting adjourned at 5:46 p.m.



# Memorandum

## Department of Planning

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

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

**Date:** June 20, 2023

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



### **Summary**

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

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

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

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

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

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



Figure 1: Subject Site

**BILL NO.** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

**Section 3.** The City Council, pursuant to the petition filed by Edison Partners, LLC, in P.Z. 04-2023, requesting the ordinance amendment embodied

in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 24<sup>th</sup> day of April, 2023, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

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

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

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

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

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

ATTEST:

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

FIRST READING HELD: 06/20/2023

## ATTACHMENT A

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

### **I. SPECIFIC CRITERIA**

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

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

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

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

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

## **C. SETBACKS**

1. Structure Setbacks

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

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

## 2. Parking Setbacks

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

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

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

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

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

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

## **F. SIGN REQUIREMENTS**

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



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

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

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

#### **H. ARCHITECTURAL**

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

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

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

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

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

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

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

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

#### **L. POWER OF REVIEW**

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

#### **M. STORM WATER**

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

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

#### **N. SANITARY SEWER**

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

#### **O. GEOTECHNICAL REPORT**

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

#### **P. MISCELLANEOUS**

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

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

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

## **II. GENERAL CRITERIA**

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

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

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

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

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

### III. TRUST FUND CONTRIBUTION

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

#### A. ROADS

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

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

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

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

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

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

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

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

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

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

## **B. WATER MAIN**

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

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

## **C. STORM WATER**

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

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

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

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

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

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

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

#### **IV. RECORDING**

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

#### **V. ENFORCEMENT**

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



# PROJECT DESCRIPTION

FOR A

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

FOR

**Edison Partners, LLC**

PREPARED BY:



February 20<sup>th</sup>, 2023  
Revised – March 20th, 2023  
***Revised – April 14, 2023***

## **BUILDING OVERVIEW**

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

### **Site and Building Information:**

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

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

**PROPOSED CHANGES TO:**

*(proposed changes are in red text)*

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

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

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

**Section VII. SPECIFIC CRITERIA (page 6-7)**

**A. Structure Setbacks**

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

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

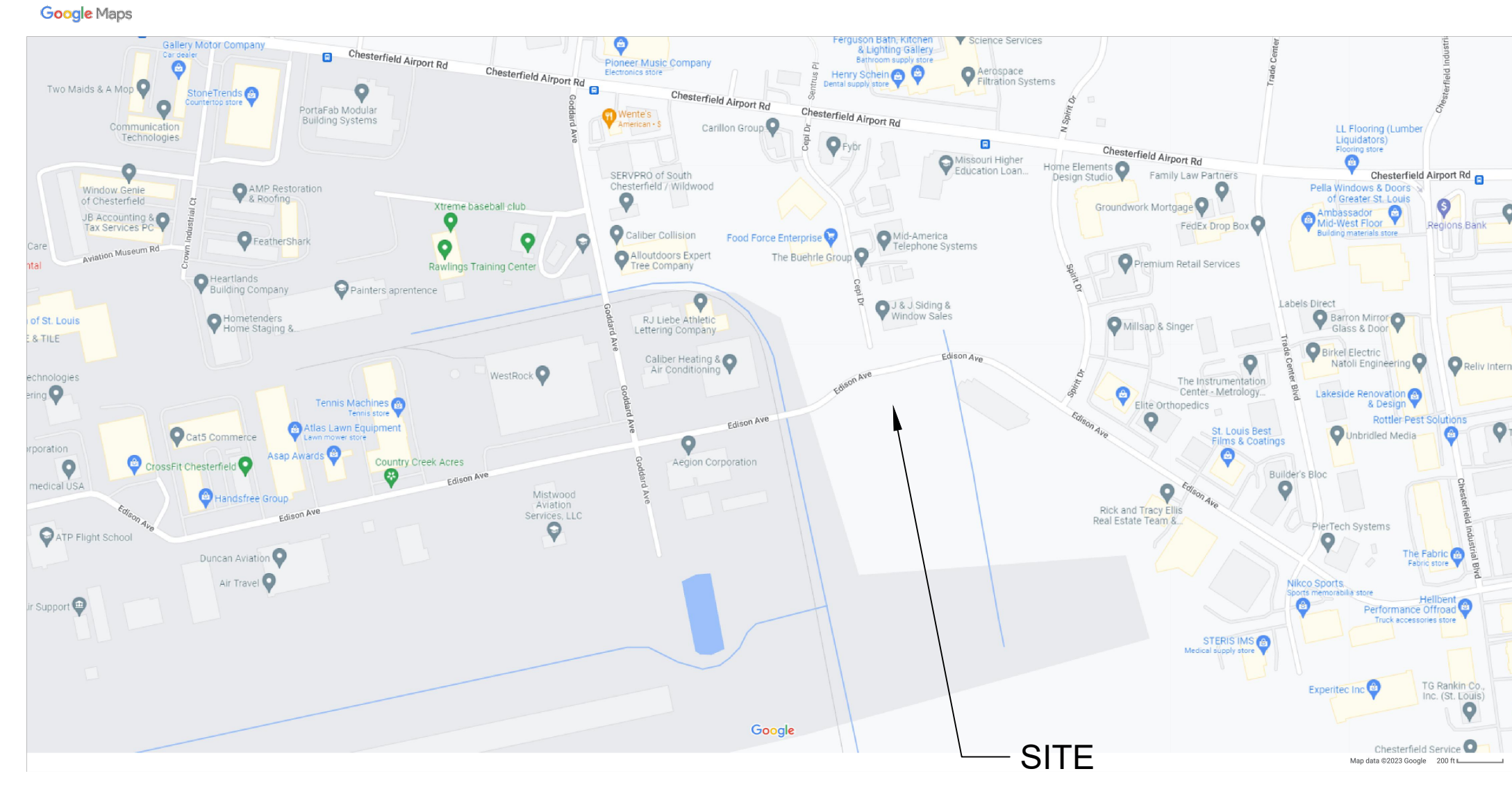
**D. Access**

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

# PRELIMINARY DEVELOPMENT PLAN FOR CLASSROOM LIBRARY COMPANY

17970 EDISON AVE.  
CHESTERFIELD, MO

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



LOCATION MAP



LOCATION MAP-AERIAL

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

## ABBREVIATIONS

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

Call Before you DIG  
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MISSOURI ONE-CALL SYSTEM INC.

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

## SHEET INDEX

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

## PERTINENT INFORMATION

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

## Open Space Calculations

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

## PROPERTY DESCRIPTION

LAND DESCRIPTION (PER TITLE COMMITMENT):  
A TRACK OF LAND BEING PART OF LOT 5 OF DAMIAN KROENUNG ESTATE PARTITION, IN U.S. SURVEY 150, TOWNSHIP 45 NORTH, RANGE 3 EAST, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE INTERSECTION OF THE WEST LINE OF LOT 1 OF "SPIRIT TRADE CENTER PLAT ONE", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 320 PAGES 44-45 OF THE ST. LOUIS COUNTY RECORDS WITH THE SOUTH RIGHT OF WAY LINE OF EDISON AVENUE (40 FEET WIDE), AS DEDICATED BY THE INSTRUMENT RECORDED IN PLAT BOOK 342 PAGE 49 OF SAID RECORDS; THENCE ALONG SAID WEST LINE OF LOT 1, SOUTH 11 DEGREES 14 MINUTES 12 SECONDS EAST 420.26 FEET TO THE NORTH LINE OF PROPERTY CONVEYED TO ST. LOUIS COUNTY ACCORDING TO THE INSTRUMENT RECORDED IN DEED BOOK 9017 PAGE 2488 OF SAID RECORDS; THENCE ALONG SAID NORTH LINE, SOUTH 69 DEGREES 38 MINUTES 20 SECONDS WEST 704.18 FEET TO THE EAST LINE OF "ST. LOUIS AIR PARK", A SUBDIVISION ACCORDING TO THE INSTRUMENT RECORDED IN PLAT BOOK 107 PAGE 42 OF SAID RECORDS; THENCE ALONG SAID EAST LINE OF "ST. LOUIS AIR PARK", NORTH 11 DEGREES 13 MINUTES 24 SECONDS WEST 426.37 FEET TO THE AFORESAID SOUTH RIGHT OF WAY LINE OF EDISON AVENUE (40 FEET WIDE); THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF EDISON AVENUE (40 FEET WIDE) THE FOLLOWING COURSES AND DISTANCES: NORTH 78 DEGREES 20 MINUTES 33 SECONDS EAST 1.53 FEET; ALONG A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS NORTH 11 DEGREES 39 MINUTES 27 SECONDS WEST 401.97 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 210.55 FEET; ALONG A REVERSE CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS SOUTH 41 DEGREES 40 MINUTES 08 SECONDS EAST 361.97 FEET FROM THE LAST MENTIONED POINT, AN ARC DISTANCE OF 181.90 FEET; AND NORTH 78 DEGREES 42 MINUTES 24 SECONDS EAST 310.00 FEET TO THE POINT OF BEGINNING.  
AREA OF TRACT: 310,261.5 SQ. FT. OR 7.1 ACRES, MORE OR LESS  
NOTE: LEGAL DESCRIPTION PREPARED BY ANDY D. BECK WITH BAX ENGINEERING DURING JULY 2022.

## FLOOD NOTE:

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

**ENGINEUNITY**  
BUILDING VALUE  
BY DESIGN

17057 N. OUTER FORTY ROAD  
CHESTERFIELD, MO 63005  
P: (314) 819-9189  
WWW.THEENGINEUNITY.COM  
MEMBER CORPORATION OF AUTHORITY:  
#02261017504

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

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

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

STATE OF MISSOURI  
SEAN M. ACKLEY  
Professional Engineer  
NUMBER  
PE-2009018679

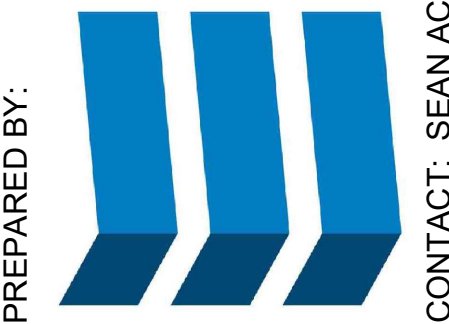
DATE:	02/23/2023
SCALE:	

COVER SHEET  
C000

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

# KEYED NOTES

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



PREPARED BY:

CONTACT: SEAN ACKLEY

PREPARED FOR:

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

**CLASSROOM  
 LIBRARY COMPANY  
 OFFICEWAREHOUSE**

17970 EDISON AVE.  
 CHESTERFIELD, MISSOURI 63005

Project No: 22-0321

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

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

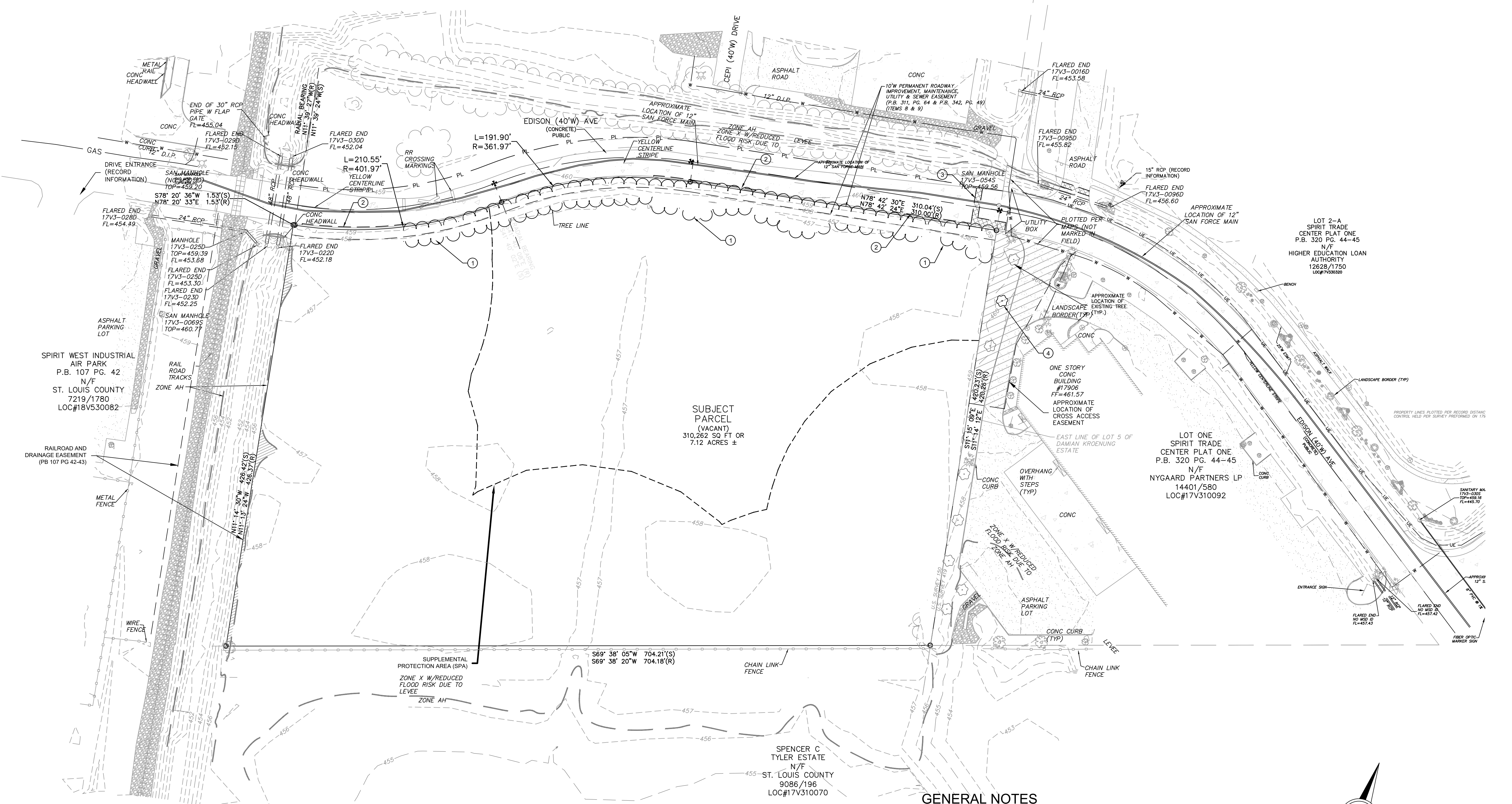
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DATE: 02/23/2023

SCALE:

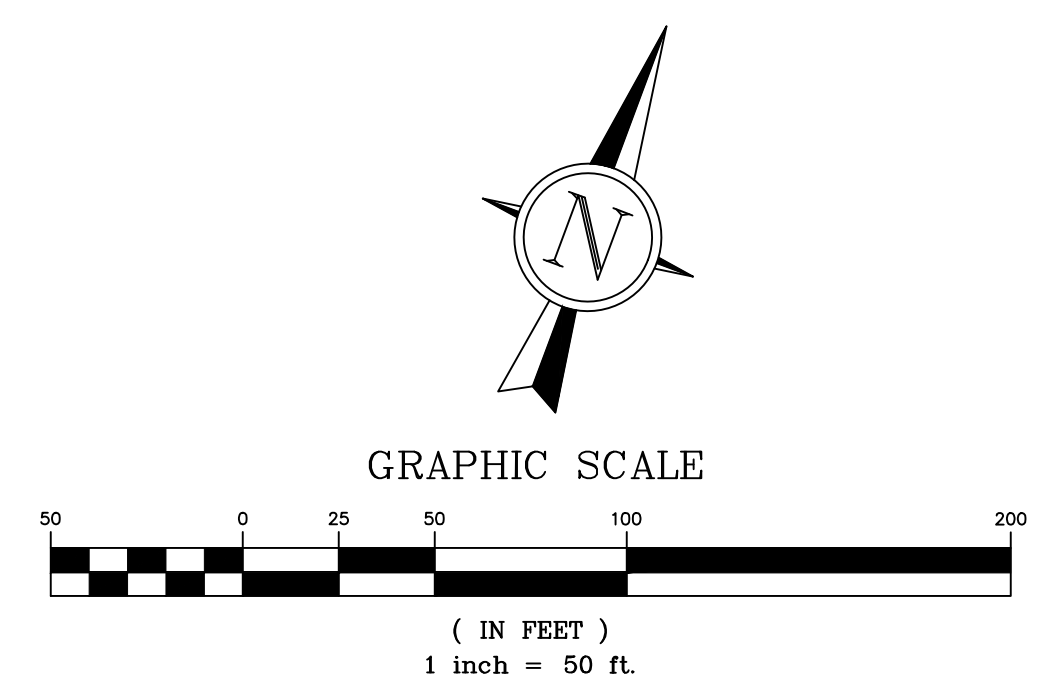
EXISTING CONDITIONS & DEMOLITION PLAN

C100



**GENERAL NOTES**

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



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

# KEYED NOTES

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

ENGINEUNITY  
BUILDING VALUE  
BY DESIGN

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

PREPARED BY: [Logo]

CONTACT: SEAN ACKLEY

PREPARED FOR:

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

CLASSROOM  
LIBRARY COMPANY  
OFFICEWAREHOUSE

17970 EDISON AVE.  
CHESTERFIELD, MISSOURI 63005

Project No: 22-0321

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

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STATE OF MISSOURI  
SEAN M. ACKLEY  
Professional Engineer  
NUMBER  
PE-2009018679

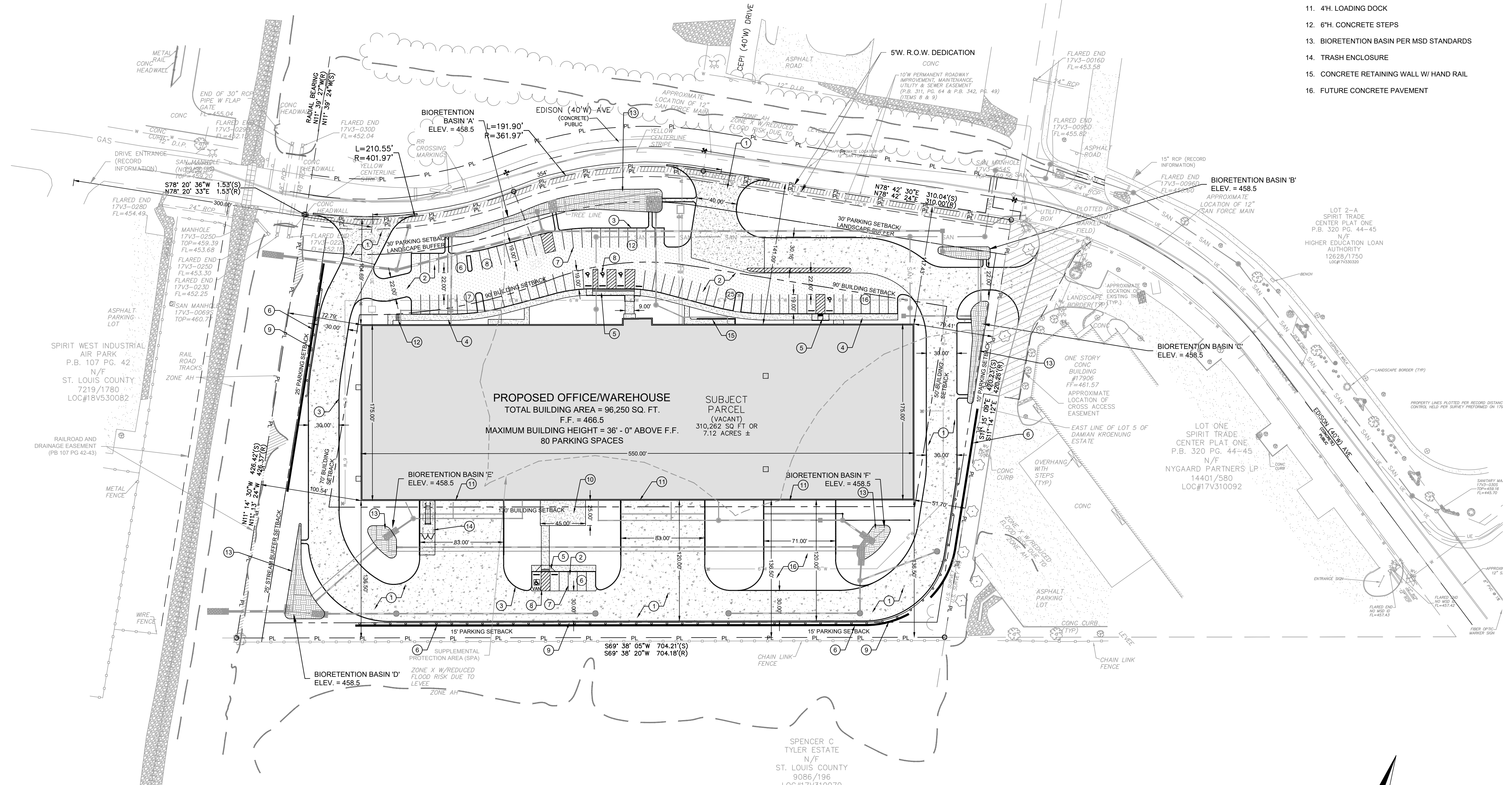
06/09/2023  
Sean M. Ackley  
MO# PE-2009018679

DATE: 02/23/2023

SCALE:

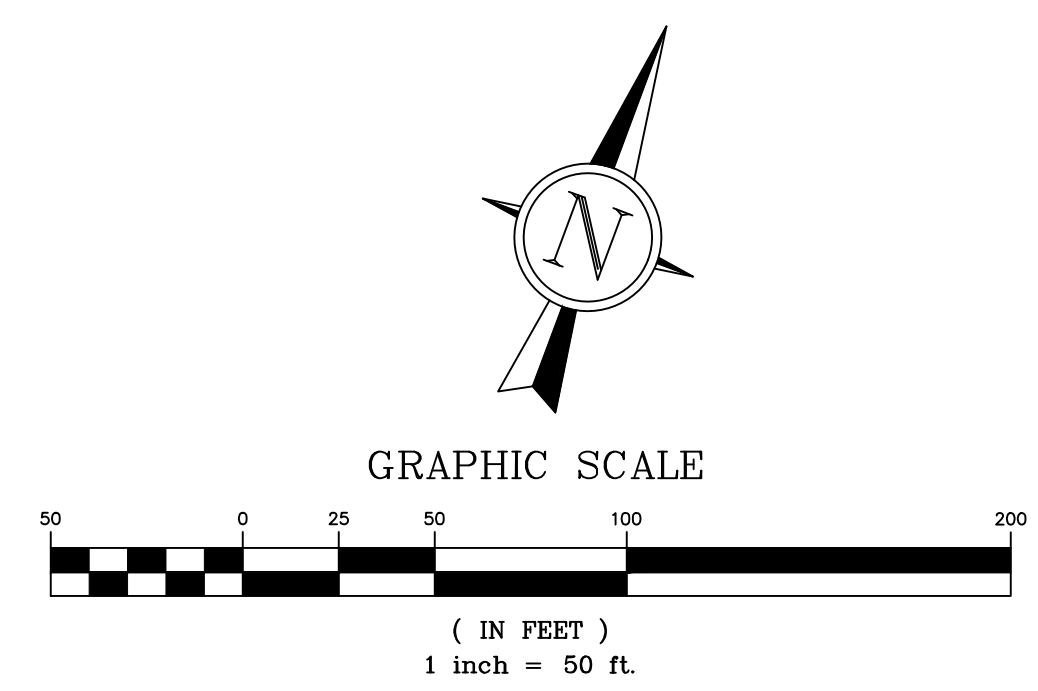
SITE PLAN

C200



GENERAL NOTES

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



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

# Memorandum

## Department of Planning



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: June 20, 2023

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

### Summary

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

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

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

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

### Attachments:

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



Figure 1: Subject Site



**GREEN SHEET AMENDMENTS**

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

**AMENDMENT 1: (Page 1 of 11)**

Section I. Specific Criteria, A

Remove the following permitted use:

~~s. Transit storage yard~~

BILL NO. \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. The City Council, pursuant to the petition filed by Wings & Wheels of Chesterfield, LLC, requesting the rezoning embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 10th day of April 2023, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

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

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

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

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

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

ATTEST:

FIRST READING HELD: 6/20/2023

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

## ATTACHMENT A

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

### **I. SPECIFIC CRITERIA**

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

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

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

2. Outdoor Storage and Display Areas

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

3. Hours of Operation

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

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

1. Height

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

2. Building Requirements

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

**C. SETBACKS**

1. Structure Setbacks

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

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

2. Parking Setbacks

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

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

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

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

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

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

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

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

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

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

#### **H. ARCHITECTURAL**

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

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

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

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

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

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

**K. POWER OF REVIEW**

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

**L. STORM WATER**

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



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

**M. SANITARY SEWER**

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

**N. GEOTECHNICAL REPORT**

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

**O. MISCELLANEOUS**

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

## **II. GENERAL CRITERIA**

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

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

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

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

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

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

### **C. SITE DEVELOPMENT SECTION PLAN SUBMITTAL REQUIREMENTS**

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

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

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

**III. TRUST FUND CONTRIBUTION**

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

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

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

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

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

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

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

**C.** Road Improvement Traffic Generation Assessment contributions shall be deposited with St. Louis County Department of Transportation. The deposit shall be made prior to the issuance of a Special Use Permit (S.U.P.) by St. Louis County Department of Transportation or prior to the issuance of building permits in the case where no S.U.P. is required.

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

**E. WATER MAIN**

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

**F. STORM WATER**

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

## **G. SANITARY SEWER**

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

## **IV. RECORDING**

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

## **V. ENFORCEMENT**

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

# PRELIMINARY DEVELOPMENT PLAN

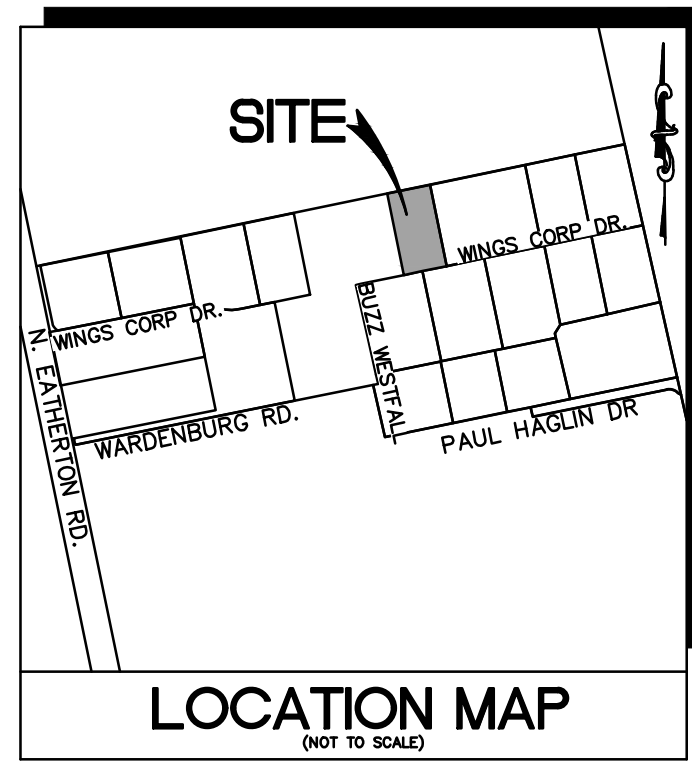
A TRACT OF LAND BEING LOT 5 OF WINGS CORPORATE ESTATES P.B. 356 PGS 79-81 TOWNSHIP 45 NORTH,  
RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

## ABBREVIATIONS

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

## LEGEND

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



## PERTINENT DATA

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

## BUILDING AND PARKING SETBACKS

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

## F.A.R. CALCULATION

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

## OPEN SPACE:

MINIMUM 30.0% OPEN SPACE

## HEIGHT:

A MAXIMUM HEIGHT OF 40.0'

## ST. LOUIS COUNTY STANDARD NOTES

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

## GENERAL NOTES

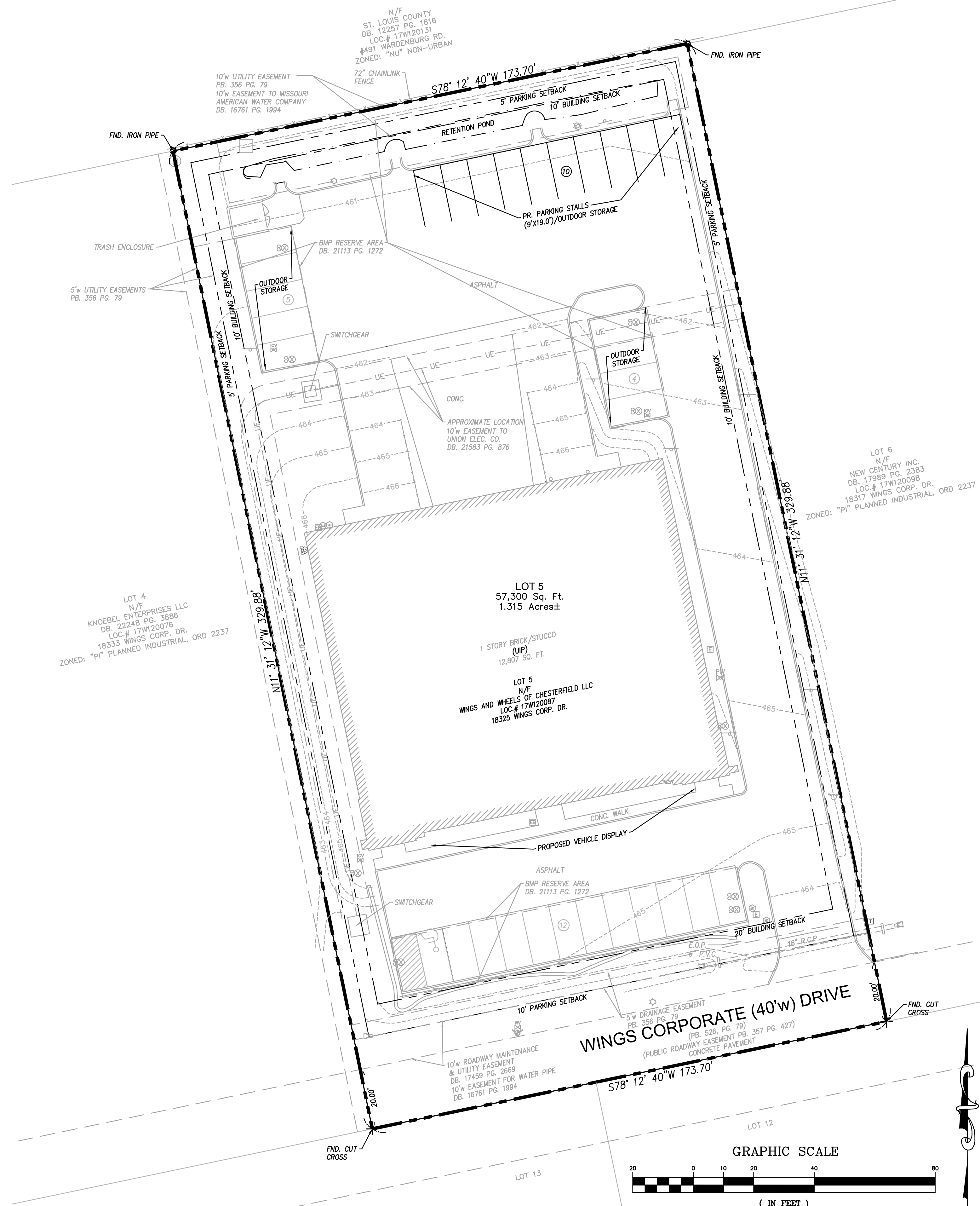
- BOUNDARY SURVEY FROM RECORD INFORMATION.
- ALL UTILITIES SHOWN HAVE BEEN LOCATED BY THE ENGINEER FROM AVAILABLE RECORDS. THEIR LOCATION SHOULD BE CONSIDERED APPROXIMATE. THE CONTRACTOR HAS THE RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES, PRIOR TO CONSTRUCTION, TO HAVE EXISTING UTILITIES FIELD LOCATED.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

## PROPERTY DESCRIPTION

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

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

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



## UTILITY NOTE:

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

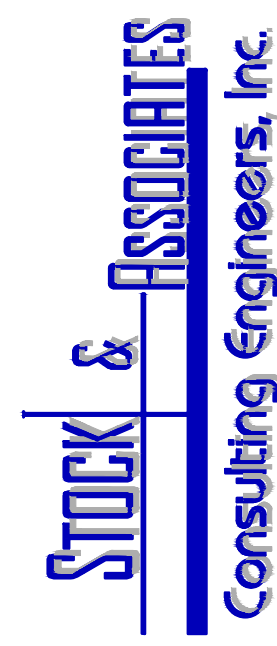
## CONTRACTOR'S INSURANCE REQUIREMENTS

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

## PREPARED FOR:

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

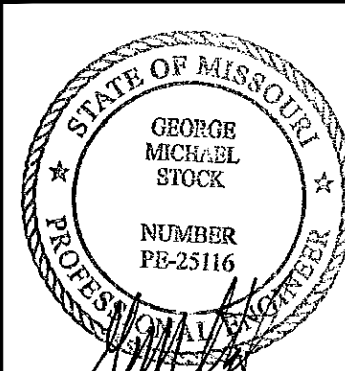
PREPARED BY:



PRELIMINARY DEVELOPMENT PLAN FOR:

## 18325 WINGS CORPORATE DRIVE

LOT 5 OF WINGS CORPORATE ESTATES  
 CHESTERFIELD, MO 63005



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

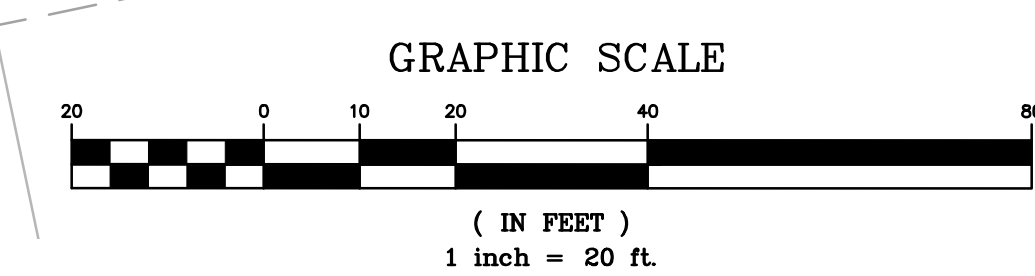
## REVISIONS:

- 2023-05-08 CITY

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

SHEET TITLE:  
 PRELIMINARY DEVELOPMENT PLAN

SHEET NO.:  
 PDP-1.0

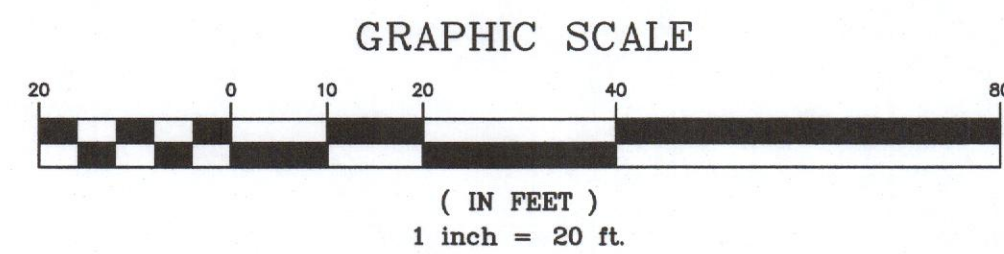


DRAWING FILE: C:\DRAWING\2023\7353\7353-01.PLOT; PLOT DATE: 5/8/2023 11:31am; PLOTTED BY: MGP

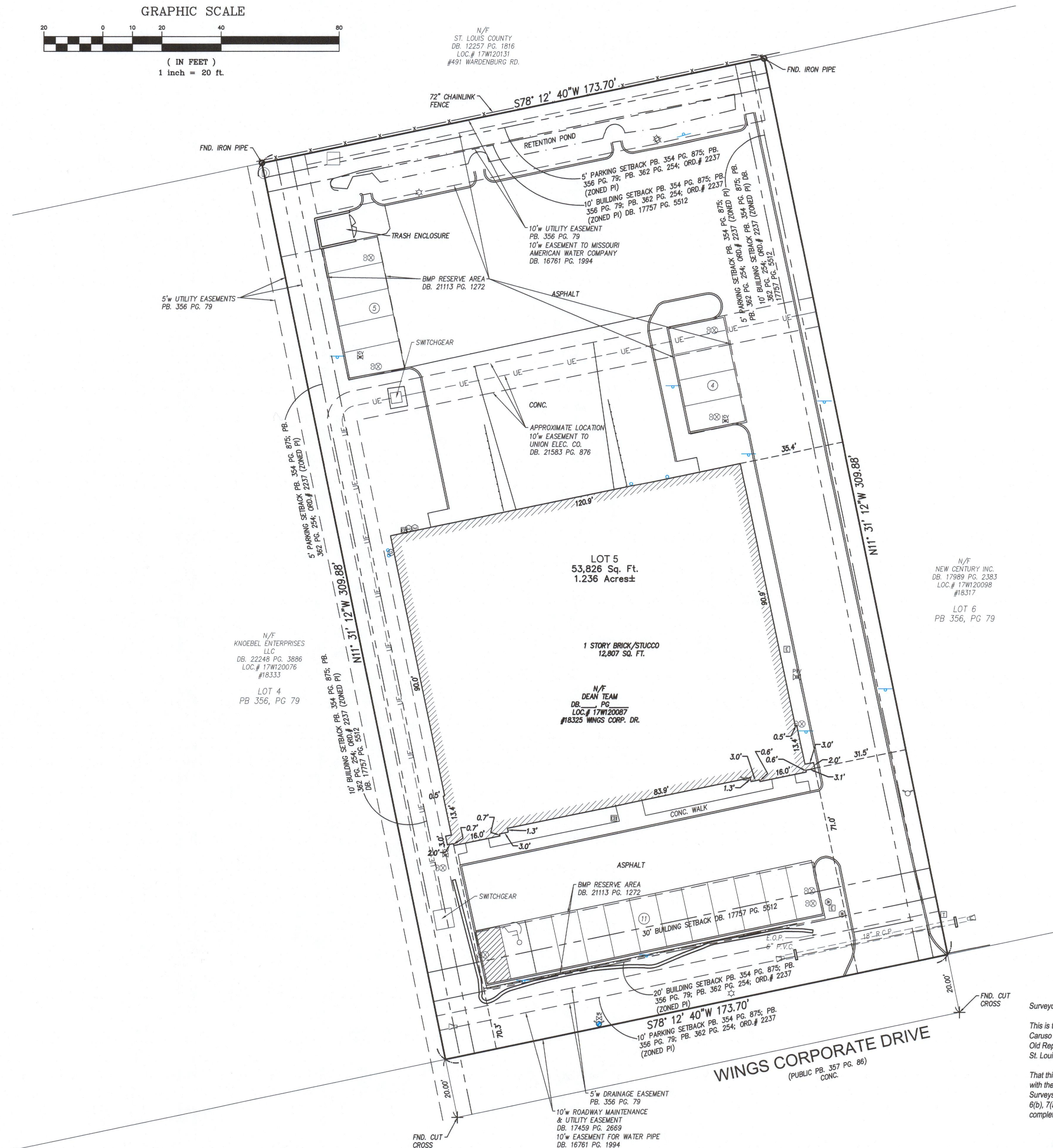


# ALTA/NSPS LAND TITLE SURVEY

A TRACT OF LAND BEING LOT 5 OF WINGS CORPORATE ESTATES AS RECORDED IN PLAT BOOK 356,  
PAGE 79 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
	GAS DRIP
	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 Old Republic National Title Insurance Company, Commitment No. 9235STL, with an effective date of June 27, 2017 at 8:00 a.m. for research of easements and encumbrances. No further research was performed by Stock and Associates Consulting Engineers, Inc.
  - Title to the estate or interest in the land described or referred to in the above commitment and covered therein is fee simple, and title thereto is a the effective date thereof vested in:  
  
D.F. Adams and Associates, Inc.
  - Title Commitment No. 9235STL with Schedule B-Section 2 exceptions:
    - Item No. 4 Building lines, easements, covenants, conditions and restrictions established by the plat recorded in Plat Book 211 page 46, Plat Book 354 page 875, Plat Book 356 page 79, Plat Book 357 page 86, Plat Book 357 page 427 and Plat Book 362 page 254 Building lines and easements "SHOWN"
    - Item No. 5 Subject to Covenants, easements, agreements and restrictions contained in the Declaration of Restrictions, Grant of 5. Easements and Common Area Maintenance Agreement for Wings Corporate Estates recorded in Book 17757 page 5512 and First Amendment to Declaration of Restrictions, Grant of Easements and Common Area Maintenance Agreement for Wings Corporate Estates by the instrument recorded in Book 18662 page 2594. "SHOWN"
    - Item No. 6 Subject to Easement granted to Union Electric Company of Missouri by the instrument recorded in Book 1710 page 332. Blanket in nature over entire property.  
  
Partial Release of Easement by the instrument recorded in Book 17631 page 6046. Easement area over Wings Corporate Drive (40'w) released.
    - Item No. 7 Easement granted for pipe lines, telephone and telegraph lines by the instrument recorded in Book 2537 page 243. "NOT SHOWN" Does not affect.
    - Item No. 8 Subject to Terms, provisions, easements of Easement Agreement by and between Precision Properties, LLC, a Missouri limited liability company and D.F. Adams & Associates, Inc., a Missouri corporation, dated as of December 16, 2004 and recorded December 20, 2004 in Book 16267 page 2842. "NOT SHOWN" Easement does not affect subject property.
    - Item No. 9 Subject to Easement granted to Missouri American Water Company, a Missouri corporation for water pipe by the instrument recorded in Book 16761 page 1994. "SHOWN"
  - License to Utilize Easement Agreement by and between Missouri-American Water Company, a Missouri corporation and St. Louis County, a political subdivision, dated July 16, 2007 and recorded September 27, 2007 in Book 17685 page 2109. "NOT SHOWN" Does not affect
  - License to Utilize Easement Agreement by and between Missouri-American Water Company, a Missouri corporation and St. Louis County, a political subdivision, dated May 29, 2007 and recorded January 13, 2009 in Book 18174 page 2862. Easement granted to St. Louis County, Missouri for permanent roadway improvement, maintenance, "NOT SHOWN" Does not affect.
  - Item No. 10 Subject to utility, sewer and sidewalk by the instrument recorded in Book 17459 page 2669. "SHOWN"
  - Item No. 11 Subject to Terms and provisions of MSD Sewer Dedication by the instrument recorded in Book 20107 page 1577. "NOT SHOWN" Not of a plottable nature.
  - Item No. 12 Subject to Terms, provisions, easement of Maintenance Agreement with The Metropolitan St. Louis Sewer District for storm water management facilities by the instrument recorded in Book 21113 page 1272. "SHOWN"
  - Item No. 13 Subject to Terms, provisions, covenants of Street Light Agreement by the instrument recorded in Book 21139 page 1354. "NOT SHOWN" Not survey related.
  - Item No. 14 Subject to Easement granted to Union Electric Company by the instrument recorded in Book 21583 page 876. Approximate location "SHOWN"

- Property Description
- Lot 5 of Wings Corporate Estates, according to the plat thereof recorded in Plat Book 356 page 79 of the St. Louis County Records.
- GENERAL NOTES:
- Subject property is Zoned PI (City of Chesterfield Ordinance 2237)
    - STRUCTURE SETBACKS  
No building or structure, other than a freestanding project identification sign, boundary and retaining walls, light standards, flag poles or fences will be located within the following setbacks or appropriate setbacks at the time of development:
      - Ten (10) feet from the northern boundary of the Planned Industrial District.
      - Twenty (20) feet from the southern boundary of the Planned Industrial District.
      - For lots 15 and 16 the setback is ten (10) feet from the northern line of the fire lane right of way known as Wardenburg Road.
      - Ten (10) feet from the eastern boundary of the Planned Industrial District.
      - Ten (10) feet from the western boundary of the Planned Industrial District.
    - PARKING AND LOADING SPACE SETBACKS  
No parking stall, loading space, internal driveway, or roadway, except points of ingress and egress, will be located within the following setbacks or appropriate setbacks at the time of development:
      - Five (5) feet from the northern boundary of the Planned Industrial District.
      - Five (5) feet from the southern boundary of the Planned Industrial District.
      - For lots 15 and 16 the setback is five (5) feet from the northern line of the fire lane right of way known as Wardenburg Road.
      - Five (5) feet from the eastern boundary of the Planned Industrial District.
      - Five (5) feet from the western boundary of the Planned Industrial District.
  - 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.) according to the National Flood Insurance Rate Map Number 29189C0145 K with an effective date of 02/04/2015.
  - There are 20 regular and 1 handicapped parking stalls onsite.
  - Utilities shown herein are from shown from record and/or survey information. Any location, size and type information should be considered as approximate only. It is the Contractors responsibility to call Dig-Rite to verify utility locations.

ABBREVIATIONS	
C.O.	- CLEANOUT
DB	- DEED BOOK
E	- ELECTRIC
FL	- FLOWLINE
FT	- FEET
FND.	- FOUND
G	- GAS
M.H.	- MANHOLE
N/F	- NOW OR FORMERLY
PB.	- PLAT BOOK
PG.	- PAGE
P.O.B.	- POINT OF BEGINNING
P.O.C.	- POINT OF COMMENCEMENT
P.V.C.	- POLYVINYL CHLORIDE PIPE
R.C.P.	- REINFORCED CONCRETE PIPE
SO.	- SQUARE
T	- TELEPHONE CABLE
V.C.P.	- VETRIRED CLAY PIPE
W	- WATER
(86'W)	- RIGHT-OF-WAY WIDTH
M.B.	- MAIL BOX

Surveyors Certification

This is to certify to:  
Caruso Motorsports, LLC  
Old Republic National Title Insurance Company  
St. Louis Title, LLC

This map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-4, 6(b), 7(a), 7(b), 7(c), 8, 9, 11 and 13 of Table A thereof. The field work was completed during July, 2017.

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

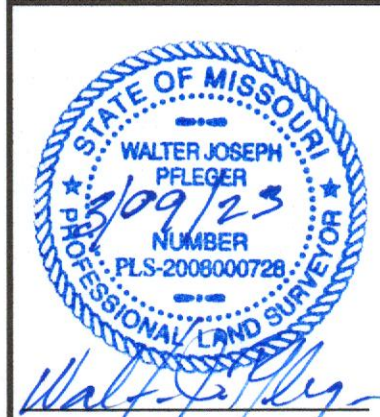
By: *Walter J. Pfeleger*  
Walter J. Pfeleger, Missouri P.L.S. No. 2008000728

PREPARED BY:  
ALTA/NSPS LAND TITLE SURVEY

**STOCK & ASSOCIATES**  
Consulting Engineers, Inc.

257 Chesterfield Business Parkway  
St. Louis, MO 63005 PH: (636) 530-9000  
5301-9000 FAX: (636) 530-9000  
e-mail: general@stockassoc.com  
Web: www.stockassoc.com

LOT 5  
#18325 WINGS CORP. DR.



WALTER J. PFELEGER  
M.O. P.L.S. # 2008000728  
CERTIFICATE OF AUTHORITY  
LC-222-D

REVISIONS:	
1.	3/09/23 UPDATE PER NEW OWNERSHIP

DRAWN BY: J.K.	CHECKED BY: D.M.E.
DATE: 8/1/17	JOB NO: 222-7353
M.S.D. P. #: P-XXXXXX-XX	BASE MAP #: XXX
S.L.C. HAT #: XXXX	HAT ELVA #: XX-XX-XX
M.D.N.R. #: MO-XXXXXX	
SHEET TITLE: ALTA/NSPS LAND TITLE SURVEY	
SHEET NO: SHEET #1	

PREPARED FOR:  
DEAN TEAM  
ATT: WILLIAM DEAN  
10205 MANCHESTER ROAD  
KIRKWOOD, MO 63122

DRAWING FILE: C:\DATA\2023\230723\230723-ALTA-NSPS-LOT5-DR-18325.dwg LAYOUT: 24x36 PLOTTED BY: JKP/PLG

# Memorandum

## Department of Public Works



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

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

**DATE:** June 1, 2023

**RE:** Special Use Permit Code Revision

---

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

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

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

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

**Action Recommended**

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

Please forward to PPW for consideration and recommendation.

*McTeish* 2023-6-1

**BILL NO.** 3452

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

---

Vickie McGownd

FIRST READING HELD: 6/20/2023

## Exhibit A

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

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

governmental officers and other public and private institutions.

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

users both private and public;

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

**Section 505.070 Work In Streets — Permit.**

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



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

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

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

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

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

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

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

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

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

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

#### Section 505.075 **Transferability.**

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

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

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

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

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

shall be liable for the difference.

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

7. Insurance.

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

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

(2) Comprehensive general liability and bodily injury:

a. Including death:

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

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

b. Property damage:

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

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

(3) Comprehensive automobile liability, bodily injury:

a. Including death:

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

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

b. Property damage:

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

(4) Owner's protective bodily injury:

a. Including death:

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

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

b. Property damage:

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

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

(5) Professional:

a. Liability:

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

(6) Excess Coverage:

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

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

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

Section 505.085 **Indemnification.**

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

damage to underground facilities.

Section 505.090 **Procedure — Inspection.**

- A. Inspection. The Director of Public Works may cause a qualified inspector to be present during the construction of any work within the right of way, such as street, sidewalk, curb, or driveway entrance, and the Director of Public Works or the inspector on the site shall have authority to reject any material not meeting the standards specified by the Director of Public Works. If any portion of the restoration work fails to meet the minimum requirements, the Director of Public Works or his/her designated inspector on the site shall cause all work within the right-of-way to be stopped until the unsatisfactory conditions are remedied.
  
- B. Protection Of Watercourses. All watercourses and inlets shall be protected as detailed in the City's Sediment and Erosion Control Manual. The permittee shall not obstruct the gutter of any street and shall use proper measures to allow for the free passage of stormwater. The permittee shall address all surplus water, mud, silt, slickness, or other stormwater related condition within the construction limits throughout the duration of construction and shall be responsible for any damage resulting from the failure to so provide.

Section 505.100 **Backfilling And Restoration.**

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

such restoration.

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



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

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

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

#### Section 505.125 **Failure To Enforce.**

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

#### Section 505.130 **Liability Of City.**

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

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

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

#### Section 505.150 **Violations and Penalties**

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

1. The City may issue a summons as follows:

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

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

1. The notice of hearing described above shall contain:

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

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

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

## **Fee Schedule**

## **Escrow Amounts**



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

### RIGHT-OF-WAY USER APPLICATION

Agency

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

#### Agency Contact Information

Secondary Contact

Phone Number

Email Address

Secondary Contact

Phone Number

Email Address

Emergency Contact

Cell Phone Number

Email Address

(For use outside of business hours)

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

(For Office Use Only)

Approved

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

Approved by:

\_\_\_\_\_

Approval Date:

\_\_\_\_\_



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

### **SCHEDULE OF FEES – Section 505.080(1)**

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

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

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### **SCHEDULE OF ESCROWS – Section 505.080(2)**

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

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

**PERMIT BOND**

Bond No. \_\_\_\_\_

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

SIGNED, SEALED AND DATED THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**THE CONDITIONS OF THE FOREGOING OBLIGATION IS SUCH,**

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

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

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

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

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

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

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



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

\_\_\_ Beginning the \_\_\_ day of \_\_\_\_\_, 20\_\_\_ and ending the \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

\_\_\_ Continuous, beginning the \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

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

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

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

\_\_\_\_\_(Principal)

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_(Surety)

\_\_\_\_\_  
Signature

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

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

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me personally appeared \_\_\_\_\_, known to me to be the Attorney-in-Fact of \_\_\_\_\_, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he/she duly acknowledged to me that such corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

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

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

NOTE: ATTACH POWER OF ATTORNEY



# CERTIFICATE OF LIABILITY INSURANCE

Appendix D

DATE (MM/DD/YYYY)

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

### COVERAGES

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

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

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

RE: Project:

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

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

## **IMPORTANT**

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

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

## **DISCLAIMER**

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

SAMPLE

**RIGHT-OF-WAY**  
**INDEMNITY AGREEMENT**

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

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

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

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

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

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

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

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

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

be affected thereby.

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

Executed on the date(s) indicated below.

\_\_\_\_\_  
Indemnitor

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

\_\_\_\_\_  
Date



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

Questions: Call (636) 537-4762

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

**SPECIAL USE PERMIT APPLICATION**

**Project Address or Location:** \_\_\_\_\_

**Description of Work (Be Specific):** \_\_\_\_\_  
\_\_\_\_\_

**Specify Size of Disturbed Area:**

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

**Proposed Starting Date:** \_\_\_\_\_

**Days Required to Complete (including restoration):** \_\_\_\_\_

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

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

**Applicant Name:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**Applicant Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Onsite Representative:** \_\_\_\_\_ **Cell #:** \_\_\_\_\_

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

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

**Subcontractor A:**

**Name:** \_\_\_\_\_ **Cell #:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Work to be Performed:** \_\_\_\_\_

**Subcontractor B:**

**Name:** \_\_\_\_\_ **Cell #:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Work to be Performed:** \_\_\_\_\_

**Subcontractor C:**

**Name:** \_\_\_\_\_ **Cell #:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Work to be Performed:** \_\_\_\_\_

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

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

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

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

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

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

**Applicant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_





# SPECIAL USE PERMIT

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

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

## APPLICATION INSTRUCTIONS

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

Project: City of Chesterfield, Special Use Permit

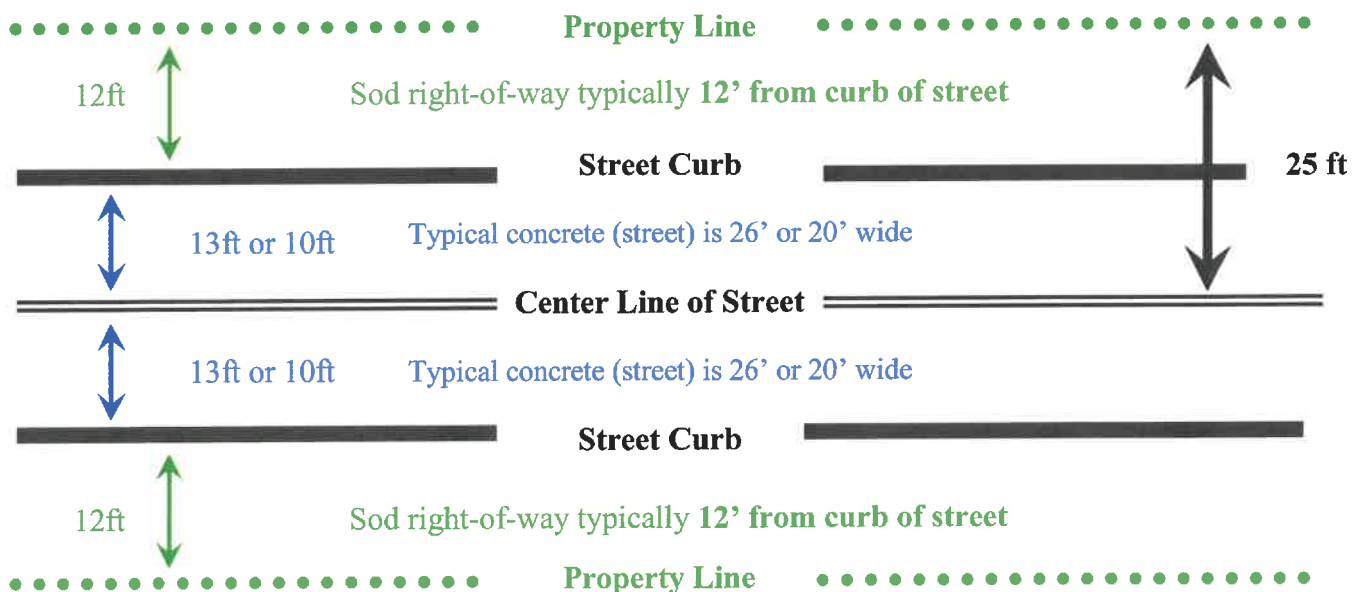
**The City of Chesterfield, its officers, officials, employees and agents must be added as an additional insured for general liability, automobile liability and umbrella liability policies. Coverage under such policies shall be primary and non-contributory coverage with the Additional Insured's coverage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

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

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

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

**Typical Right-of-Way**



## Chapter 505. Streets and Sidewalks

### ARTICLE I. In General

#### Division 2. Opening And Excavation Of Public Streets

##### Section 505.070. Work In Streets — Permit.

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

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

## Section 505.080. Deposits.

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

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

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

## Section 505.090. Procedure — Notification, Inspection.

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

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

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

## Section 505.100. Backfilling And Restoration.

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

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

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

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

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

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

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

## Section 505.120. Specifications Governing Building, Construction, Etc.

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

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

## Section 505.130. Liability Of City.

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

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

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

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

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

# Memorandum

## Department of Public Works



**TO:** Michael O. Geisel, PE  
*City Administrator*

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

Justin Wyse, AICP, PTP  
*Director of Planning*

**FROM:** Zachary S. Wolff, PE *ZSW*  
*Assistant City Engineer*

**DATE:** June 8, 2023

**RE:** Public Street Acceptance  
Bur Oaks

---

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

(1) Silver Buck Lane	Approximately 2,150 feet; from Wild Horse Creek Road to temporary end of road near eastern property line of Bur Oaks Book 364, Page 48-49
----------------------	--

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

### **Action Recommended**

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

Please forward to PPW for their review and concurrence.

*MO Geisel* 2023-6-8



BILL NO. 3453

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

**AN ORDINANCE PERTAINING TO THE ACCEPTANCE OF SILVER BUCK LANE IN BUR OAKS AS A PUBLIC STREET IN THE CITY OF CHESTERFIELD**

WHEREAS, the City of Chesterfield has approved the construction of Bur Oaks; and

WHEREAS, the street in Bur Oaks was intended to be a public street and was therefore constructed to the design standards of the Department of Public Works of the City of Chesterfield.

WHEREAS, Pulte Group has completed required street improvements in Bur Oaks.

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

Section 1. The following street is hereby accepted by the City of Chesterfield for future care and maintenance:

(1) Silver Buck Lane:	Approximately 2,150 feet; from Wild Horse Creek Road to temporary end of road near eastern property line of Bur Oaks Book 364, Page 48-49
-----------------------	---

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

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

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

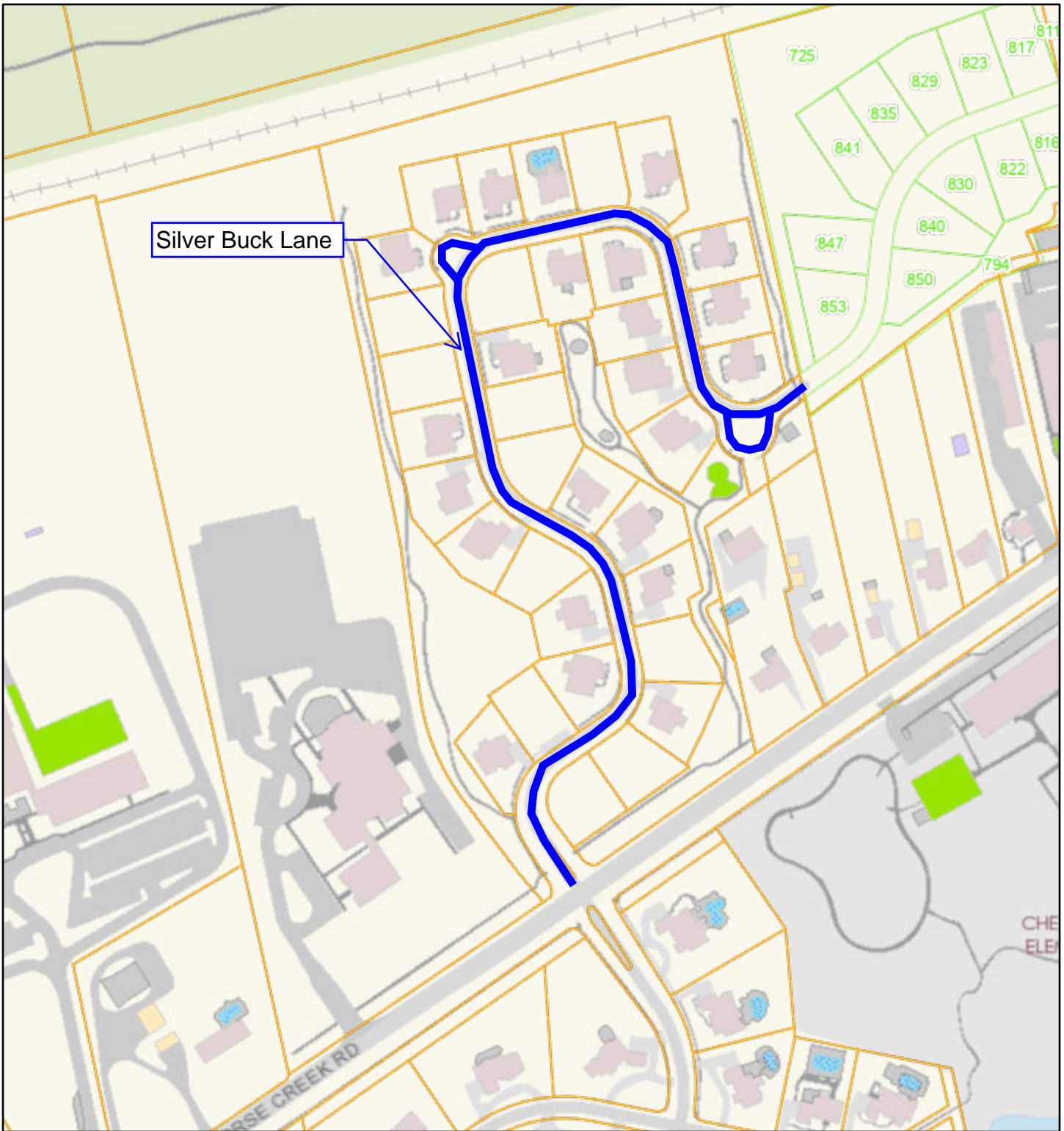
\_\_\_\_\_  
Bob Nation, MAYOR

ATTEST:



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

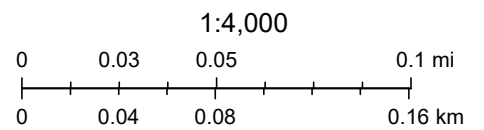
<p>FIRST READING HELD:</p> <p>_____</p>
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# Silver Buck Lane



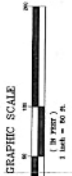
6/7/2023, 3:31:08 PM

-  Preliminary Parcels
-  Parcels



# BUR OAKS SUBDIVISION

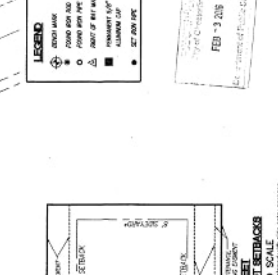
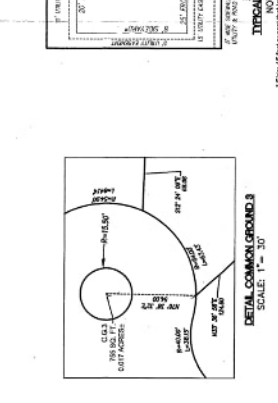
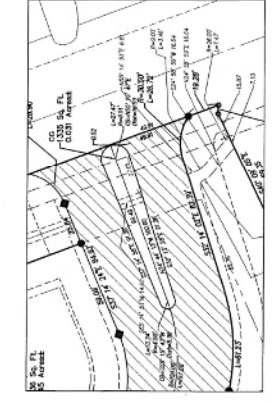
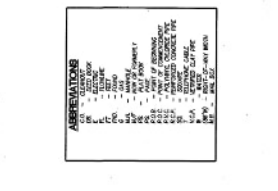
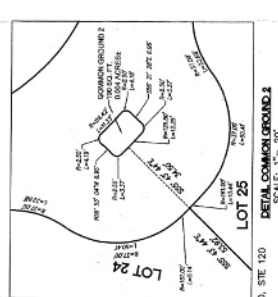
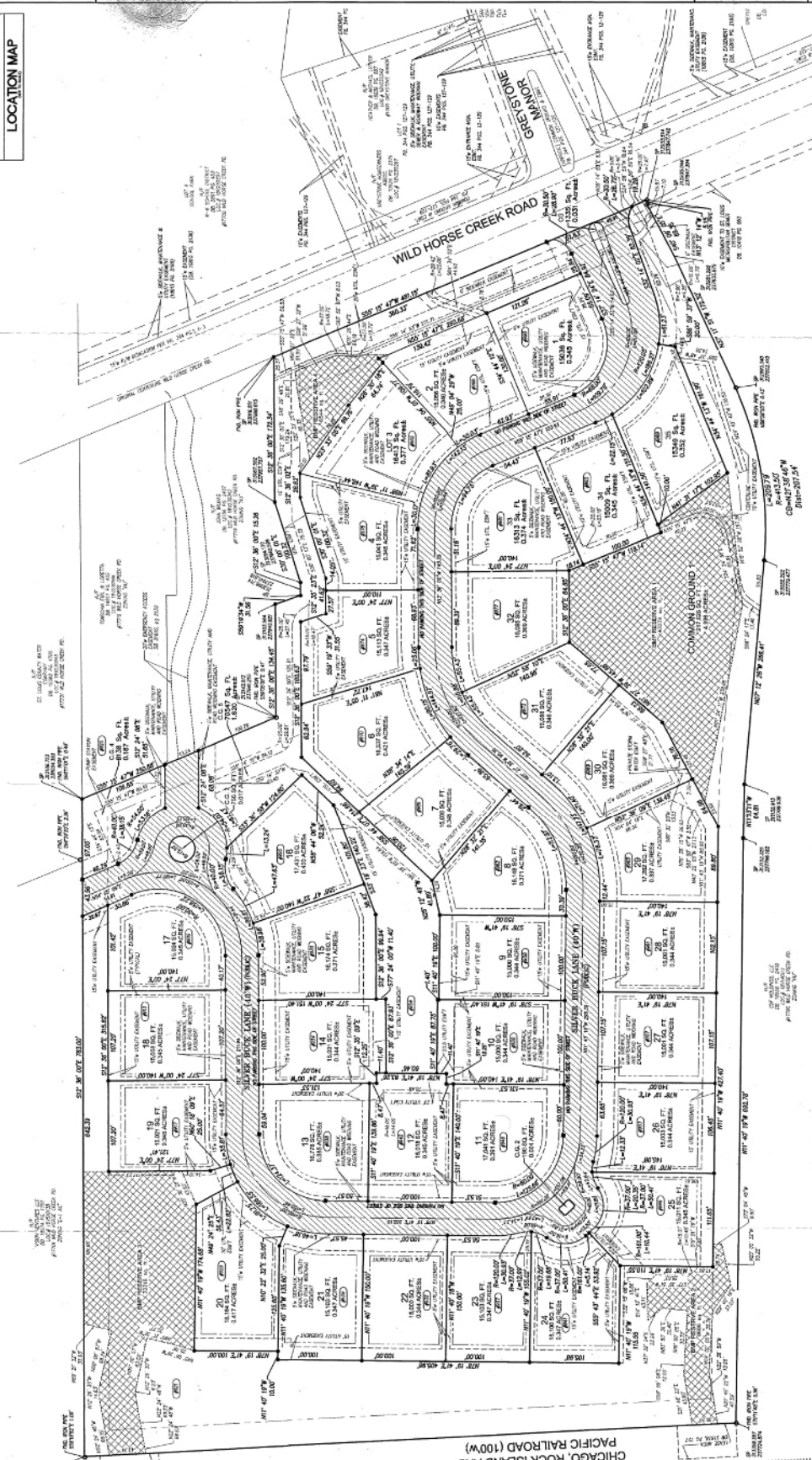
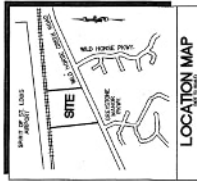
A TRACT OF LAND BEING LOT 4 OF THE BOUNDARY ADJUSTMENT PLAT OF PART OF LOT 1 OF MARY SCHAEFFER ESTATES SUBDIVISION, AS RECORDED IN PLAT BOOK 17, PAGE 4 OF THE ST. LOUIS COUNTY RECORDS AND PART OF SHARE 6 OF THE PARTITION OF THE ESTATE OF MISSOURI A. STEVENS, ALSO BEING A PART OF LOT 24 OF R.H. STEVENS FARM SUBDIVISION AS RECORDED IN PLAT BOOK 383, PAGE 218 LOCATED IN U.S. SURVEY 122, TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE FIFTH PRINCIPAL MERIDIAN CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI  
TOTAL TRACT 21877 ACRES



PLAT FOR RECORD  
FILED FOR RECORD  
RECORDED BY  
RECORDED BY  
ON THE 15th DAY OF FEBRUARY 2018  
AT CHESTERFIELD, MISSOURI

Charles E. Smith  
Professional Engineer

48



NO.	DATE	DESCRIPTION
1	1/15/18	PREPARED
2	1/15/18	REVISION
3	1/15/18	REVISION
4	1/15/18	REVISION
5	1/15/18	REVISION
6	1/15/18	REVISION
7	1/15/18	REVISION
8	1/15/18	REVISION
9	1/15/18	REVISION
10	1/15/18	REVISION

CONSULTING ENGINEERS, INC.  
207 Drexel Avenue  
St. Louis, MO 63103  
TEL: (314) 435-1000  
FAX: (314) 435-1001  
WWW.CONSULTINGENGINEERS.COM

RECORD PLAT OF  
BUR OAKS SUBDIVISION  
17751 WILD HORSE CREEK ROAD  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

PREPARED FOR  
CITY OF ST. LOUIS  
17107 CHESTERFIELD AIRPORT ROAD, STE 120  
CHESTERFIELD, MO 63005  
PHONE: (636) 357-1184

# Memorandum

## Department of Public Works



**TO:** Michael O. Geisel, PE  
*City Administrator*

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

Justin Wyse, AICP, PTP  
*Director of Planning*

**FROM:** Zachary S. Wolff, PE *ZSW*  
*Assistant City Engineer*

**DATE:** June 8, 2023

**RE:** Public Street Acceptance  
Fienup Farms – Plats 5, 6, and 9

---

Public Works staff recently conducted an inspection of Plats 5, 6, 9, and 11 of the Fienup Farms subdivision. As part of the inspection, we have determined that the following streets meet the City of Chesterfield’s design and construction standards for acceptance as public streets:

- |                      |   |
|----------------------|---|
| (1) Lakeside Ridge:  | Approximately 625 feet; from 50 feet west of Fienup Farms Blvd to the cul-de-sac of Lakeside Ridge<br>Book 367 Pages 144-146              |
| (2) Woodchuck Place: | Approximately 849 feet; from 95 feet west of Fienup Farms Blvd to the cul-de-sac of Woodchuck Place<br>Book 367 Pages 147-150             |
| (3) Edgewood Hill:   | Approximately 586 feet; from 103 feet north of Woodchuck Place/Barn Owl Lane to the cul-de-sac of Edgewood Hill<br>Book 368 Pages 10-12   |
| (4) Helens Woods Ct: | Approximately 272 feet; from Edgewood Hill to the cul-de-sac of Helens Wood Ct.<br>Book 368 Pages 10-12                                   |
| (5) Barn Owl Ln:     | Approximately 678 feet; from 103 feet east of Fienup Farms Blvd to Patchwork Fields<br>Book 367 Pages 147-150 and<br>Book 368 Pages 10-12 |

(6) Gooseberry Ln:

Approximately 923 feet; from Barn Owl Ln to the cul-de-sac of Gooseberry Ln.  
Book 367 Pages 147-150

(7) Patchwork Fields:

Approximately 246 feet; from 37 feet south of Barn Owl Ln to 209 feet north of Barn Owl Ln.  
Book 368 Pages 10-12

and

Approximately 118 feet; from 341 feet north of Lake Meadow to 459 feet north of Lake Meadow  
Book 367 Pages 144-146

A draft ordinance and a map showing the locations of the above referenced streets and the associated record plat exhibits are attached. Please note that this is the third of multiple street acceptance recommendations required for Fienup Farms. As you may recall, the Fienup Farms subdivision includes 11 plats. All streets in Fienup Farms have been completed and are in use; however, at this time, not all of the responsible parties have addressed deficiencies.

**Action Recommended**

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

Please forward to PPW for their review and concurrence.

*McTeish* 2023-6-8

**AN ORDINANCE PERTAINING TO THE ACCEPTANCE OF LAKESIDE RIDGE, WOODCHUCK PLACE, EDGEWOOD HILL, HELENS WOODS CT, BARN OWL LANE, GOOSEBERRY LANE, AND PORTIONS OF PATCHWORK FIELDS IN FIENUP FARMS AS PUBLIC STREETS IN THE CITY OF CHESTERFIELD**

WHEREAS, the City of Chesterfield has approved the construction of Fienup Farms; and

WHEREAS, the streets in Fienup Farms were intended to be public streets and were therefore constructed to the design standards of the Department of Public Works of the City of Chesterfield; and

WHEREAS, Claymont Development LLC and Fischer & Frichtel Custom Homes LLC have completed required street improvements in Plats 5, 6, and 9 of Fienup Farms.

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

Section 1. The following streets are hereby accepted by the City of Chesterfield for future care and maintenance:

- (1) Lakeside Ridge: Approximately 625 feet; from 50 feet west of Fienup Farms Blvd to the cul-de-sac of Lakeside Ridge  
Book 367 Pages 144-146
- (2) Woodchuck Place: Approximately 849 feet; from 95 feet west of Fienup Farms Blvd to the cul-de-sac of Woodchuck Place  
Book 367 Pages 147-150
- (3) Edgewood Hill: Approximately 586 feet; from 103 feet north of Woodchuck Place/Barn Owl Lane to the cul-de-sac of Edgewood Hill  
Book 368 Pages 10-12
- (4) Helens Woods Ct: Approximately 272 feet; from Edgewood Hill to the cul-de-sac of Helens Wood Ct.  
Book 368 Pages 10-12
- (5) Barn Owl Ln: Approximately 678 feet; from 103 feet east of Fienup Farms Blvd to Patchwork Fields  
Book 367 Pages 147-150 and Book 368 Pages 10-12
- (6) Gooseberry Ln: Approximately 923 feet; from Barn Owl Ln to the cul-de-sac of Gooseberry Ln.  
Book 367 Pages 147-150

(7) Patchwork Fields:

Approximately 246 feet; from 37 feet south of Barn Owl Ln to 209 feet north of Barn Owl Ln.  
Book 368 Pages 10-12

and

Approximately 118 feet; from 341 feet north of Lake Meadow to 459 feet north of Lake Meadow  
Book 367 Pages 144-146

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

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

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

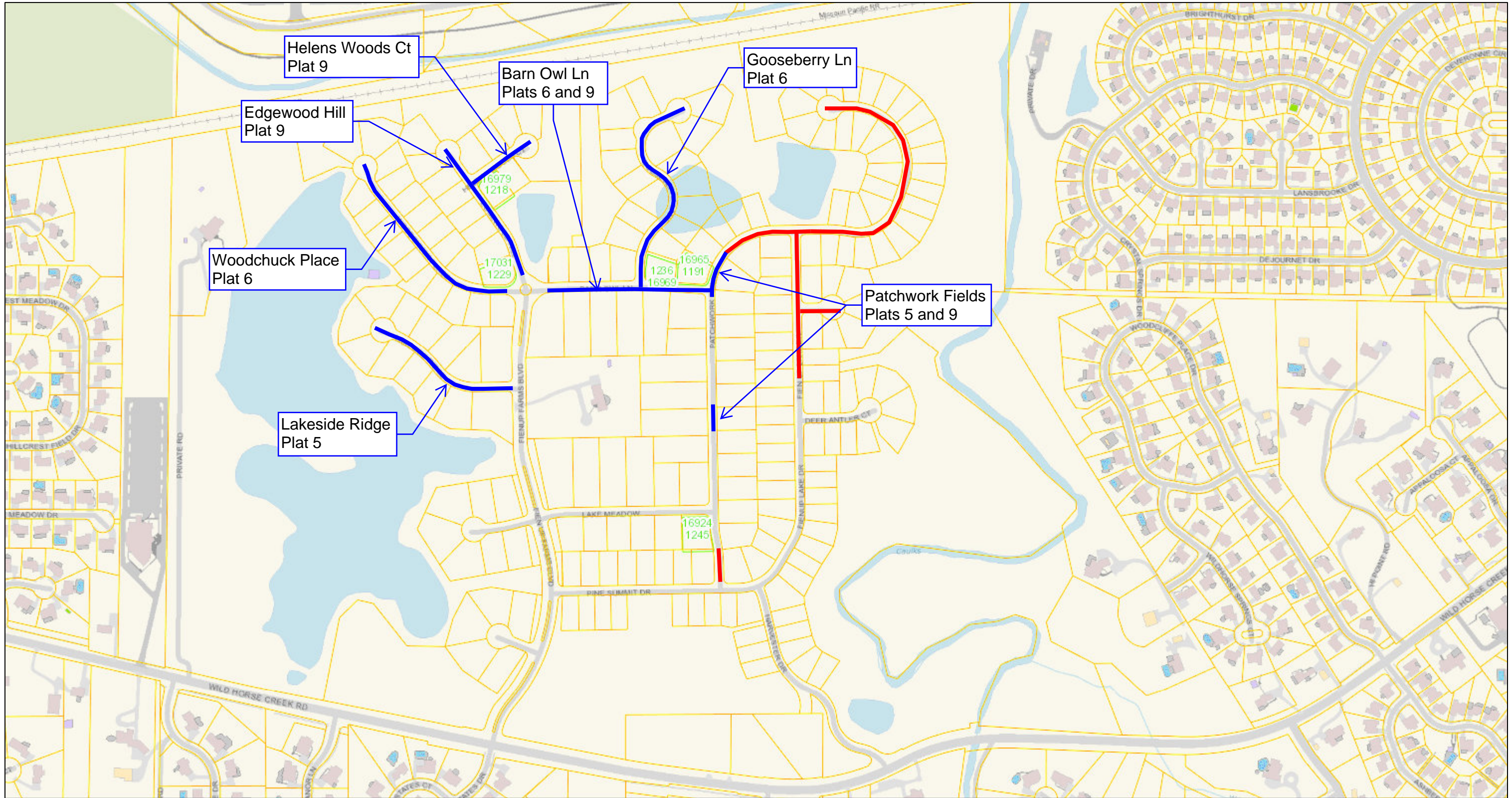
\_\_\_\_\_  
MAYOR

ATTEST:





\_\_\_\_\_  
CITY CLERK

FIRST READING HELD: 7/13/2023  
\_\_\_\_\_

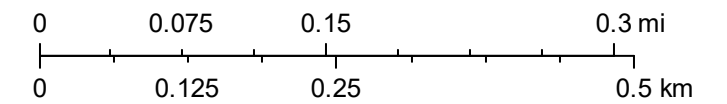
# Fienup Farms Public Street Acceptance



12/28/2021, 11:47:50 AM

-  Parcels
-  Preliminary Parcels
-  Previously Accepted Streets (Plats 2, 7, and 8)
-  Streets Recommended for Acceptance (Plats 5, 6, and 9)

1:6,350



Esri, Inc., City of Chesterfield, Missouri



# Memorandum

## Department of Public Works



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

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

**DATE:** June 13, 2023

**RE:** Schoettler Road Sidewalk Project - Program Agreement

For some time the City of Chesterfield has been pursuing a grant to construct a missing section of sidewalk on Schoettler Road from Windsor Valley Court to Greenleaf Valley Court. Because Schoettler Road was a County Road until 2011 it does not meet many of the City of Chesterfield standards, including sidewalk on both sides of the roadway.

After several failed attempts at securing a grant for this project, our most recent Transportation Alternatives Program (TAP) application was successful. If approved by City Council, the TAP grant will fund 65 percent (\$833,300) of the total project cost (\$1,282,000). The project will include 1,500 feet of five foot sidewalk with a 950 foot retaining wall on the east side of Schoettler Road. The timing and cost breakdown are as follows:

Phase	Grant	City Share	Total	Year
Design Engineering	\$91,000	\$49,000	\$140,000	2024
Right of Way Acquisition	\$18,850	\$10,150	\$29,000	2025
Construction	\$657,800	\$354,200	\$1,012,000	2026
Construction Engineering	\$65,650	\$35,350	\$101,000	2026
<b>TOTAL</b>	<b>\$833,300</b>	<b>\$448,700</b>	<b>\$1,282,000</b>	

Assuming the City Council approves the Program Agreement we will issue a Request for Proposals (RFP) for engineering design services and construction engineering services later this year. This will allow us to enter into a contract for design services in early 2024. All costs for this project have been incorporated into the City's Five Year Capital Projects plan as presented to City Council on June 8, 2023. Should you have questions or require additional information, please let me know.

**Action Recommended**

This matter should be forwarded to the Planning and Public Works Committee of City Council for consideration. Should PPW concur with Staff's recommendation it should recommend approval of the attached ordinance authorizing approval of the Transportation Alternatives Program Agreement with the Missouri Highways and Traffic Commission.

Please forward to the PPW Committee for further explanation and recommendation for approval by the full Council.

*Max Teisler* 2023-6-15

# Memorandum

## Department of Public Works



TO: Jim Eckrich, PE  
Director of Public Works / City Engineer

FROM: Steve Merk, PE *Sm*  
Civil Engineer

DATE: June 13, 2023

RE: Schoettler Road Sidewalk Gap  
City Capital Project #: 2023-PW-05  
Federal Project #: TAP-5410(636)  
MoDOT Program Agreement Ordinance

---

As you are aware, the City of Chesterfield was recently awarded a Transportation Alternative Funding Grant (TAP) in an amount up to \$833,300 for the construction of the Schoettler Road Sidewalk Gap project. The project will be located on the east side of Schoettler Road from Windsor Valley Court to Greenleaf Valley Drive. The total estimated project cost is \$1,282,000, of which \$448,700 will be locally funded. Project design is scheduled in 2024, right-of-way acquisition in 2025, and construction in 2026.

In order to officially obligate the federal funding for this project the City of Chesterfield needs to enter into a Program Agreement with the Missouri Highways and Transportation Commission (MoDOT). The agreement is similar to other federal grant agreements the City has previously entered, and it must be authorized via City ordinance.

I recommend presenting this matter to City Council for approval of the attached Ordinance authorizing the included Program Agreement. MoDOT has revised its procedures and now uses DocuSign to execute all agreements. Therefore, assuming Council approval, the Program Agreement will be sent to Mr. Geisel, Ms. McGownd, and Mr. Graville in DocuSign for their digital signatures. The Agreement will then be executed by MoDOT, and a fully executed copy of the Agreement will be sent to the City.

cc: File 2023-PW-05

BILL NO. 3455

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

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A TRANSPORTATION ALTERNATIVE FUNDS PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION OF THE SCHOETTLER SIDEWALK FROM WINDSOR VALLEY COURT TO GREENLEAF VALLEY DRIVE.

WHEREAS, the City of Chesterfield was successful in obtaining a reimbursement grant for the construction of the Schoettler Road Sidewalk from Windsor Valley Court to Greenleaf Valley Drive; and,

WHEREAS, in order to proceed with the project, TAP-5410(636), the City needs to enter into a Transportation Alternatives Funds Program Agreement with the Missouri Highways and Transportation Commission;

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 of the City of Chesterfield hereby authorizes the City Administrator to act on behalf of the City of Chesterfield to enter into an Agreement with the Missouri Highways and Transportation Commission relative to the construction of the Schoettler Road Sidewalk from Windsor Valley Court to Greenleaf Valley Drive, in form substantially similar to that attached in Exhibit A.

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

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

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

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

ATTEST:

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

FIRST READING HELD:

CCO Form: FS25  
Approved: 04/95 (MGB)  
Revised: 10/22 (MWH)  
Modified:

CFDA Number: 20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: TAP-5410(636)  
Award Year: 2024  
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
TRANSPORTATION ENHANCEMENTS FUNDS  
PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Chesterfield (hereinafter, "City").

WITNESSETH:

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

(1) PURPOSE: The United States Congress has authorized, in Infrastructure Investment and Jobs Act (IIJA); 23 U.S.C. §101, §106 §133; and §208 funds to be used for transportation enhancements activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) LOCATION: The transportation enhancements funds which are the subject of this Agreement are for the project at the following location: Construct and replace sidewalks, curb ramps and retaining walls on Schoettler Road from Greenleaf Valley Drive to Windsor Valley Court.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to

the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not be eligible for future Transportation Enhancements Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

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

(B) The City will require any contractor procured by the City to work under this Agreement:

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

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

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

(6) COMMISSION REPRESENTATIVE: The Commission's St. Louis District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

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

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

(11) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words



of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However, upon written request by the City and written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and by the FHWA, the Commission will file copies of said plans in the office of the County clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be

submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 65 percent not to exceed \$833,300. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(18) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors,

if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(21) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(22) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

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

(24) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(25) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(26) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(27) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF

2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

*Remainder of Page Intentionally Left Blank*

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

Executed by the City this \_\_\_\_\_ (date).

Executed by the Commission this \_\_\_\_\_ (date).

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF CHESTERFIELD

\_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_

ATTEST:

ATTEST:

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

By \_\_\_\_\_  
Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

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

\_\_\_\_\_  
Title \_\_\_\_\_

Ordinance No \_\_\_\_\_

Exhibit A - Location of Project



SCHOETTLER ROAD SIDEWALK (CHESTERFIELD, MO)

## Exhibit B – Project Schedule

Project Description: TAP-5410(636) Schoettler Road

PROJECT DEVELOPMENT SCHEDULE			
<i>Note: many stages can occur concurrently.</i>			
Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	04/2023	04/2023	1
Execute agreement (project sponsor and DOT)	05/2023	07/2023	3
<b>Engineering services contract submitted and approved*</b>	07/2023	11/2023	4
Obtain environmental clearances (106, CE2, T&E, etc.)	11/2023	02/2024	3
Public meeting/hearing	02/2024	04/2024	2
Develop and submit preliminary plans	11/2023	05/2024	6
Preliminary plans approved	05/2024	09/2024	4
Develop and submit right-of-way plans	05/2024	07/2024	2
Review and approval of right-of-way plans	07/2024	10/2024	3
<b>Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*</b>	10/2024	12/2024	2
Right-of-way acquisition	12/2024	06/2025	6
Utility coordination	05/2024	11/2024	6
Develop and submit PS&E	09/2024	06/2025	9
<b>District approval of PS&amp;E/advertise for bids*</b>	06/2025	11/2025	5
Submit and receive bids for review and approval	11/2025	03/2026	4
Project implementation/construction	03/2026	09/2026	6
* Finish date must match fiscal year for each milestone shown in <b>bold</b> text.			

\*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

\*\*Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.



**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees (29 CFR 5.5)

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### **10. Certification of eligibility (29 CFR 5.5)**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

### **3. Withholding for unpaid wages and liquidated damages.**

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

#### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant



who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

## **3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\*\*\*\*\*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\*\*\*\*\*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## **FINANCE AND ADMINISTRATION COMMITTEE**

Chair: Councilmember Michael Moore

Vice-Chair: Barbara McGuinness

**Charter Class Action Award** – The Finance and Administration Committee recommended that the \$1.4 million proceeds of the class action litigation with Charter should be deposited into the debt pre-payment fund, to accelerate the retirement of existing debt. **(Roll Call Vote) Finance & Administration Committee Unanimously Recommends Approval.**

**Proposed 2024 City Council Meeting Schedule** – The Finance and Administration Committee unanimously recommended approval of the 2024 City Council meeting schedule. **(Voice Vote) Finance & Administration Committee Unanimously Recommends Approval.**

**Proposed Bill No. 3456 - Code Revision for Appointment of the City Clerk** – An Ordinance amending section 110.730 of the City of Chesterfield City Code regarding the appointment of the City Clerk. The Finance and Administration unanimously recommended approval of the recommendation which would remove the specified four year term for the City Clerk and make the term indefinite consistent with all other City employees. **(First Reading) Finance & Administration Committee Unanimously Recommends Approval.**

**Employee Policies and Practices** - Executive Staff brought forth a set of enhancements to the City's employment policies and practices. Specifically, they addressed:

- Reclassification of “trades” labor positions
- Reduce initial probationary period
- Parental Leave program
- Employee referral program
- Executive Committee review of Salary Administration Manual
- Executive Committee review of Health plan premium and tiers
- Actuarial study, LAGERS, for comparative and explanation purposes

The Finance and Administration Committee Unanimously Recommends Approval.  
**(Roll Call Vote)**

**Strategic Plan Survey** – The City's strategic plan recommends a series of surveys. Staff has worked with multiple professional firms and recommends that the list of surveyed topics be compiled within four separate surveys and that the Firm of ETC. Inc. be engaged to perform the studies and report on the results. The Finance & Administration Committee recommended that ARPA revenues be used to fund the surveys. **(Roll Call Vote) The Finance and Administration Committee Unanimously Recommends Approval.**



**Finance and Administration Committee  
Record of Proceeding  
June 27, 2023**

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The Finance and Administration Committee met on Tuesday, June 27, 2023. Those in attendance included: Chairperson Michael Moore, Ward III; Council Committee Member Barbara McGuinness, Ward I; Council Committee Member Aaron Wahl, Ward II; Council Committee Member Gary Budoor, Ward IV; City Administrator Mike Geisel; and Finance Director Jeannette Kelly. Those also in attendance included: Mayor Bob Nation; Councilmember Mary Ann Mastorakos, Ward II; Councilmember Merrell Hansen, Ward IV; Director of Public Works/City Engineer Jim Eckrich; Superintendent Maintenance Operations David Barley; City Clerk Vickie McGownd; and approximately two other attendees.

Chairperson Michael Moore called the meeting to order at 5:00 p.m.

**Approval of Minutes**

Chairperson Moore asked if there were any comments or changes to the December 12, 2022 F&A Committee minutes. Hearing none, Councilmember McGuinness made a motion, seconded by Councilmember Wahl, to approve the December 12, 2022 F&A Committee minutes. A voice vote was taken with a unanimous affirmative result (4-0) and the motion was declared passed.

Chairperson Moore asked if there were any comments or changes to the March 13, 2023 F&A Committee minutes. Hearing none, Councilmember McGuinness made a motion, seconded by Councilmember Budoor, to approve the March 13, 2023 F&A Committee minutes. A voice vote was taken with a unanimous affirmative result (4-0) and the motion was declared passed.

**Vice-Chair and Committee Liaisons**

Chairperson Moore made a motion, seconded by Councilmember Budoor, to appoint Councilmember McGuinness as Vice-Chair of the F&A Committee. A voice vote was taken with a unanimous affirmative result (4-0) and the motion was declared passed.

Councilmember Budoor made a motion, seconded by Councilmember McGuinness, to appoint Councilmember Moore as Council Liaison to the F&A Citizens Advisory Committee. A voice vote was taken with a unanimous affirmative result (4-0) and the motion was declared passed.

Chairperson Moore made a motion, seconded by Councilmember McGuinness, to appoint Councilmember Budoor as Council Liaison to the MIS Citizens Advisory Committee. A voice vote was taken with a unanimous affirmative result (4-0) and the motion was declared passed.

### **City Council Meeting Schedule**

Councilmember McGuinness made a motion, seconded by Councilmember Budoor, to recommend approval of the 2024 Proposed City Council Meeting Schedule. A voice vote was taken with a unanimous affirmative result (4-0) and the motion was declared passed.

### **Code Revision – Appointment of the City Clerk**

Councilmember Moore made a motion, seconded by Councilmember McGuinness, to recommend the proposed change to the municipal code eliminating the four-year appointment term for the City Clerk and making it an indefinite appointment by the City Administrator. A voice vote was taken with a unanimous affirmative result (4-0) and the motion was declared passed.

### **Continuity of Operations – Chief of Police**

City Administrator Mike Geisel discussed the continuity of operations strategy for selection of a new Chief of Police, which has been approved by Mayor Nation. Mr. Geisel described the strategy as a pro-active practice to ensure seamless continuity of operations. Selection of the new Chief of Police, by state statute, is the responsibility of the Mayor with consent of City Council. There will be a competitive professional search process including both internal and external candidates. Mr. Geisel continued by stating that having a prepared continuity of operations plan and strategy in place will reduce anxiety among existing staff and ensure transparency and delivery of high-quality service during the transition. Preparation of continuity of operations plans for the Chief of Police and a separate plan for the City Administrator were identified as a 2023 goal for Mr. Geisel. He further explained that the strategies approved for these two positions would also apply generally to other Department Head staff.

### **Fraternal Order of Police – Notice to Re-Open Negotiations**

Mr. Geisel informed the F&A Committee that the Fraternal Order of Police (FOP) has submitted a letter expressing their desire to resume collective bargaining negotiations between FOP Lodge 15 and the City of Chesterfield. The current agreement expires at the end of June 2024.

### **Charter Class Action Litigation – Final Judgement**

Mr. Geisel summarized the history of the Charter Communications Class Action litigation and stated that the circuit court had originally ruled in favor of the “class” which required that Charter reimburse the individual municipalities for their failure to remit taxes on their VOIP

phone services since 2005. The judgment was subsequently appealed to the Missouri Appeals Court and the Missouri Supreme Court, and both courts upheld the judgment.

Mr. Geisel continued by explaining that a check was received in April in the amount of \$1.4 million for payment of the judgment, but due to threat of further appeal to the Supreme Court of the United States, the check was not immediately deposited. The check has subsequently been deposited once the deadline to file the appeal to the Federal Supreme Court had lapsed.

Councilmember McGuinness made a motion, seconded by Councilmember Wahl, to recommend depositing the full amount of the judgment (\$1.4 million) into the debt pre-payment fund. A voice vote was taken with a unanimous affirmative result (4-0) and the motion was declared passed.

### **Strategic Plan Survey – Funding Request**

Director of Public Works/City Engineer Jim Eckrich stated that early in 2023, City Council adopted the City of Chesterfield Strategic Plan. The Strategic Plan includes a number of goals with measurable action items necessary to attain those goals. Several surveys will need to be conducted to determine progress for the measurable action items. The City's executive staff has discussed the Strategic Plan and agree that the associated surveys should be comprehensively conducted by an outside consultant. After reviewing proposals, Mr. Eckrich recommends ETC Institute, a firm located in Olathe, Kansas that provides these services nationwide, and negotiated the scope and fee with a not-to-exceed cost of \$66,000.

Four surveys will be created in conjunction with City staff in the following categories: Community/Police Services, Employees, Parks and Recreation and Business surveys. ETC has the expertise to benchmark surveys and run analytics on the results, which will provide valuable input in these four areas.

Councilmember Moore made a motion, seconded by Councilmember Budoor, to recommend authorization of \$66,000 for the referenced surveys to be incorporated into the American Rescue Plan Act (ARPA) project list for funding. A voice vote was taken with a unanimous affirmative result (4-0) and the motion was declared passed.

### **Concrete Pavement Report**

Director of Public Works/City Engineer Jim Eckrich presented results of an analysis of the City's concrete pavement, performed in an attempt to quantify whether the financial planning and pavement management strategy are appropriate to maintain the City's concrete infrastructure.

In summary, the City's concrete pavement infrastructure is aging. Most pavement is between 25 and 30 years old and the overall pavement condition rating will continue to decrease. Mr. Eckrich stated the importance of using planned capital funding for street replacement only. He also addressed the urgent need to fill excessive vacancies in the Street Maintenance Division in



order to ensure the City’s ability to maintain pavement throughout its full life cycle; thereby, avoiding higher replacement costs.

### **Employee Benefits and Practices**

Mr. Geisel stated that the City’s adopted Strategic Plan instructs staff to bring employee-centric policies to City Council for implementation. He indicated that Public Works and Parks, specifically the “trades” positions, are currently experiencing problems attracting and retaining employees. He then presented a set of proposed employee policies and practices intended to be part of a series of incremental enhancements to be more competitive in the current labor market. He stated that these proposed employee policies and practices are a “first step” to help attract and retain employees.

Executive staff has compiled the following set of recommendations that apply universally with the exception of re-classification of positions, which only applies to the maintenance worker “trades” positions:

- Re-classification of “Trades” Positions
- Parental Leave
- Employee Referral Incentive Program
- Reducing Probationary Period
- LAGERS Actuarial Study

**Re-classification of “Trades” Positions** – Executive staff recommends raising the starting salary for “trades” positions by one step. Higher level positions would be raised a smaller amount (half step). If successful (fully staffed going into 2024), total payroll cost could increase up to \$130,000.

**Parental Leave** – Executive staff recommends providing up to six weeks of paid medical leave to run concurrently with the Family and Medical Leave Act (FMLA) during a rolling 12-month period. Parental leave does not directly impact the budget; however, lost time will be realized while paying employees who are not available to work.

**Employee Referral Incentive Program** – Executive staff recommends initiating a program to incentivize existing employees who recommend new-hires. Incentives will be paid to the referring employee over the course of three years as long as the new employee remains continuously employed by the City for that period. Costs for this incentive program come from unspent labor dollars.

**Reducing Probationary Period** – Executive staff recommends reducing the existing one-year probationary period to six months. Reducing the probationary period does not directly impact the budget.

**LAGERS Actuarial Study** – Executive staff recommends authorization to obtain an updated Missouri Local Government Employees Retirement System (LAGERS) actuarial report, to be created by a third-party actuary. This report will be used to provide employees with a direct comparison of LAGERS to the defined contribution benefit currently provided by the City. It

will also be beneficial during collective bargaining negotiations with the Fraternal Order of Police. Cost for the actuarial study is estimated to be \$2,500 and will be funded from the employee recruitment budget.

In addition to the action items listed above, staff will form an ad-hoc committee to review the following items:

- Health Insurance Premium and Distribution Review
- Salary Administration Manual

**Health Insurance Premium and Distribution Review** – Executive staff or a committee will be looking at the City’s health premiums and distributions. Specifically, what the City of Chesterfield pays compared to other cities. There are no current recommendations since we are in the open enrollment process currently. Staff will report on any finding or recommendations.

**Salary Administration Manual** – Executive staff will review the salary administration manual for potential adjustments. There are no current recommendations. Staff will report on any findings or recommendations.

Councilmember Moore made a motion, seconded by Councilmember Budoor, to recommend approval of the enhancements to the employee benefits and practices as recommended by Executive Staff. A voice vote was taken with a unanimous affirmative result (4-0) and the motion was declared passed.

**Financial Update**

Director of Finance Jeannette Kelly provided a financial update to the committee.

**Adjournment**

The meeting was adjourned at 7:10 p.m.

Respectfully submitted:

\_\_\_\_\_  
Jeannette Kelly  
Finance Director

\_\_\_\_\_  
Vickie McGownd  
City Clerk

APPROVED: \_\_\_\_\_

Mike Geisel

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From: jfmulliganjr@aol.com  
Sent: Wednesday, June 07, 2023 4:19 PM  
To: Mike Geisel  
Cc: staff@stlmuni.org; Chris Graville; Jeannette Kelly; Elliot Brown; Custodian of Records; jfmulliganjr@aol.com  
Subject: 2023-4-24 Writ Certiorari - Mulligan response 1647

Mike,

Charter has not filed and served a petition for a writ of certiorari in the U.S. Supreme Court. The deadline was June 5th. Therefore, the judgment in favor of Chesterfield and other class members is final, and the \$1,418,467 payment by Charter to Chesterfield for back taxes near the end of April 2023 is not subject to any claim by Charter to recover it.

In addition to the back taxes, the judgment requires Charter to pay Chesterfield's telephone license tax on certain revenue streams Charter has not been including in the tax base. Charter mailed correspondence to class members around May 22, 2023, informing them that Charter will comply with the judgment but it will take several months to update tax software (see text below). This should result in a considerable increase in the monthly tax payments by Charter. My team has a pending motion to enforce the judgment, including the back taxes owed for the period while the case was on appeal and until the new tax software is in place. No hearing date has been set.

Please contact me if you have any questions.

Thank you for your support.

John

Charter correspondence to class members received May 22, 2023:

To Whom it May Concern:

This follows up on Charter's April 25, 2023 correspondence in which it transmitted to you the amounts due to you pursuant to the order issued by the Circuit Court of St. Louis County in *Collector of Winchester, Missouri, et al., v. Charter Communications, Inc., et al.*, Case No. 10SL-CC02719.

Several weeks ago, Charter began the process of adjusting how it calculates the taxes that are the subject matter of that lawsuit so that payments that post-date the litigation are made in a manner consistent with the court's orders. That process may take several months because of the necessary updates to the software used to calculate and pay these taxes.

In the meantime, if you have any questions about the manner or timing of these payments, please do not hesitate to reach out to Charter at 314-543-2390.

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From: mgeisel@chesterfield.mo.us  
To: [jfmulliganjr@aol.com](mailto:jfmulliganjr@aol.com)  
Cc: staff@stlmuni.org, cbg@gravillelaw.com, JKelly@chesterfield.mo.us, ebrown@chesterfield.mo.us, cor@chesterfield.mo.us  
Sent: 6/5/2023 6:38:38 AM Central Standard Time  
Subject: Re: 2023-4-24 Writ Certiorari - Mulligan response 1647

thank you!

Sent from my iPhone

On Jun 4, 2023, at 11:56 PM, [jfmulliganjr@aol.com](mailto:jfmulliganjr@aol.com) wrote:

Mike,

The deadline for filing a petition for a writ of certiorari in the U.S. Supreme Court is tomorrow (6/5) unless an extension is requested and granted. The deadline for filing an extension request was 10 days before the petition is due, except in "extraordinary circumstances." U.S. Sup. Ct. R. 13. Charter has not filed an extension request.

A petition for a writ of certiorari will be granted only for "compelling reasons." U.S. Sup. Ct. R. 10. Copies of the petition must be served personally, by mail, or by third-party commercial carrier, and electronically. The electronic version of the petition must be transmitted to all other parties "at the time of filing or reasonably contemporaneous therewith." U.S. Sup. Ct. R. 29.

So, we should know within the next 24 hours.

John

John F. Mulligan, Jr.  
Attorney at Law  
6 Carrswold  
Clayton, MO 63105  
(314) 570-7001

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From: [mgeisel@chesterfield.mo.us](mailto:mgeisel@chesterfield.mo.us)

To: [jfmulliganjr@aol.com](mailto:jfmulliganjr@aol.com)

Cc: [staff@stlmuni.org](mailto:staff@stlmuni.org), [cbg@gravillelaw.com](mailto:cbg@gravillelaw.com), [JKelly@chesterfield.mo.us](mailto:JKelly@chesterfield.mo.us),  
[ebrown@chesterfield.mo.us](mailto:ebrown@chesterfield.mo.us), [cor@chesterfield.mo.us](mailto:cor@chesterfield.mo.us)

Sent: 6/4/2023 8:45:03 PM Central Standard Time

Subject: 2023-4-24 Writ Ceriorari - Mulligan response 1647

John:

The prior e mail indicated that Charter would submit "BY" June fifth. Don't know if that means they had to file before, or by COB on the fifth. I assume you will let everyone know if Charter did in fact, file for the Writ of Ceriorari.

This electronic mail transmission and the information contained in it, or attached as a file to it, are intended for the exclusive use of the intended recipient(s). This email should be considered "unofficial communication" and does not necessarily reflect the official position of the City of Chesterfield. An "official position" of the City shall only be communicated in letter form, using City letterhead. The recipient should check this email and any attachments for the presence of viruses. The City of Chesterfield accepts no liability for any damage caused by any virus transmitted by this email.

<2023-4-24 Writ Ceriorari - Mulligan response 1647.pdf>

From: Jeannette Kelly  
Sent: Thursday, April 27, 2023 2:08 PM  
To: Mike Geisel; Chris Graville  
Subject: FW: Winchester vs. Charter Court Case Settlement Check  
Attachments: CHARTER ADVANCED SERVICES (MO) LLC - CASE SETTLEMENT.pdf

Attached is a copy of the check we received via FedEx today. This will be deposited tomorrow and placed in deferred revenues so it will be available if we need to return any of the funds. We will handle it the same as our other protested payments; however, with this payment we will wait until we have news as to whether or not the funds will be clawed back before recognizing as revenue.

---

From: Catherine Pagella <[CPagella@chesterfield.mo.us](mailto:CPagella@chesterfield.mo.us)>  
Sent: Thursday, April 27, 2023 2:04 PM  
To: Jeannette Kelly <[JKelly@chesterfield.mo.us](mailto:JKelly@chesterfield.mo.us)>  
Subject: Charter Case Settlement Check

[Cathy Pagella](#)  
Senior Accountant  
City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, MO 63017  
Phone: (636) 537-4712  
Email: [cpagella@chesterfield.mo.us](mailto:cpagella@chesterfield.mo.us)



TAX - OVERNIGHT

15425086  
CITY OF CHESTERFIELD  
FINANCE DEPARTMENT  
690 CHESTERFIELD PARKWAY WEST  
CHESTERFIELD, MO 630170670

**Paid by:**  
CHARTER ADVANCED SERVICES (MO) LLC  
PH: 314-543-2390  
12405 POWERSCOURT DRIVE  
ST. LOUIS MO 63131-3674

**Payment Details**

**Account No: 32-0400433**  
Invoice No: MO2518  
Advice: WINCHESTER CLASS AWARD  
Tax Type: WINCHESTER CLASS AWARD

Due Date	Anybill Ref#	Amount
04/25/2023	70515973	\$1,418,467.00

Total: \$1,418,467.00

THE FACE OF THIS CHECK IS PRINTED BLUE - THE BACK CONTAINS A SIMULATED WATERMARK

**CHARTER ADVANCED SERVICES (MO) LLC**

PH: 314-543-2390  
12405 POWERSCOURT DRIVE  
ST. LOUIS MO 63131-3674

**CAPITAL ONE, N.A.**

P.O. BOX 61540  
NEW ORLEANS, LA 701610000

**NO. 15425086**

VOID 180 DAYS AFTER ISSUE 542058412 84-72/652

CHECK DATE	CHECK NUMBER	CHECK AMOUNT
04/24/2023	15425086	1,418,467.00

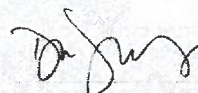
**PAY**

\*\*\* One Million Four Hundred Eighteen Thousand Four Hundred Sixty-Seven And 00/100-Dollars \*\*\*

**\$ \*\* 1,418,467.00 \*\***

**TO THE ORDER OF**

CITY OF CHESTERFIELD  
FINANCE DEPARTMENT  
690 CHESTERFIELD PARKWAY WEST  
CHESTERFIELD, MO 630170670



Account No: 32-0400433  
Invoice No: MO2518





To Whom It May Concern:

As you may know, on April 21, 2023, the Circuit Court of St. Louis County entered an order awarding final judgment to a class of municipalities in the case captioned *Collector of Winchester, Missouri, et al. v. Charter Communications, Inc., et al.*, Case No. 10SL-CC02719. Pursuant to that order, you are entitled to a payment, as specified by the order. A copy of that order, and the payment required by that order, are enclosed here. That order also granted plaintiffs' counsel's request for fees and costs, and pursuant to that order, Charter has thus deducted 25% of the amounts due to you to pay these attorneys. Should you have any questions, please reach out to class counsel.

As indicated in the order, this payment is made pursuant to a Final Judgment in *Collector of Winchester, Missouri, et al., vs. Charter Communications, Inc., et al.*, Nos. 10SL-CC02719 and 10SL-CC03687 (consolidated), Circuit Court of St. Louis County, Missouri. The Final Judgment was affirmed by the Missouri Court of Appeals, Eastern District, at 660 S.W.3d 405. Charter's application for transfer to the Missouri Supreme Court was denied on Mar. 7, 2023. Charter intends to petition the U.S. Supreme Court for a writ of certiorari. If Charter's petition is successful, it claims a right to recover the payment made to you herein. No Court has evaluated or made a determination regarding the merits of Charter's position on recoupment in this matter.

If you need to contact Charter, please contact 314-543-2390.

Encl/

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY  
TWENTY-FIRST JUDICIAL CIRCUIT  
STATE OF MISSOURI

**FILED**

APR 21 2023

JOAN M. GILMER  
CIRCUIT CLERK, ST. LOUIS COUNTY

COLLECTOR OF WINCHESTER, MISSOURI )  
and CITY OF WINCHESTER, MISSOURI )

On behalf of themselves and all )  
others similarly situated, )

Plaintiffs, )

vs. )

CHARTER COMMUNICATIONS, INC., )  
CHARTER COMMUNICATIONS, LLC, )  
CHARTER FIBERLINK - MISSOURI, LLC, and )  
CHARTER ADVANCED SERVICES (MO), LLC, )

Defendants. )

Case No. 10SL-CC02719

Div. 12 (Wallach)

CONSOLIDATED WITH

ST. LOUIS COUNTY, MISSOURI, )

Plaintiff, )

v. )

CHARTER COMMUNICATIONS, INC.; )  
CHARTER COMMUNICATIONS, LLC; )  
CHARTER FIBERLINK – MISSOURI, LLC, and )  
CHARTER ADVANCED SERVICES (MO), LLC. )

Defendants. )

Case No. 10SL-CC03687

Div. 12 (Wallach)

**ORDER**

**(MOTION TO ENFORCE FINAL JUDGMENT)**

This Cause comes before the Court on Plaintiffs' Motion to Enforce Final Judgment filed April 3, 2023. Being fully advised in the premises, the Motion is hereby GRANTED.

1. Circuit courts have inherent power to enforce their own judgments and should see to it that such judgments are enforced when they are called upon to do so.



affirmed by the Missouri Court of Appeals, Eastern District, at 660 S.W.3d 405. Charter's application for transfer to the Missouri Supreme Court was denied on Mar. 7, 2023.

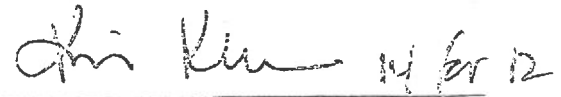
Charter intends to petition the U.S. Supreme Court for a writ of *certiorari*. If Charter's petition is successful, it claims a right to recover the payment made to you herein. No Court has evaluated or made a determination regarding the merits of Charter's position on recoupment in this matter.

7. Class Counsel shall bear no responsibility or liability to recover Class Member payments, individually or collectively, after their transmission by Charter to Class Members.

8. Class Counsel shall provide specific instructions to Charter or its attorney(s) on the payment of the Attorneys' Fees and Expenses contemplated by this Order, including identifying both the specific amounts due to each firm (including, if any, to counsel for St. Louis County), and payment instructions.

SO ORDERED:

Date: April 21, 2023

Handwritten signature of Stanley J. Wallach in cursive, with the date "4/21/23" written to the right of the signature.

Hon. Judge Stanley J. Wallach,  
Circuit Court of St. Louis County



*Hoffman Clark*

IN THE CIRCUIT COURT OF SAINT LOUIS COUNTY  
STATE OF MISSOURI

CAUSE NO. 10SL-CC02719  
DIVISION NO 10

COLLECTOR OF WINCHESTER, et al.  
*Plaintiffs,*

v.

CHARTER COMMUNICATIONS, INC., et al.  
*Defendants.*

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POST-JUDGMENT ANALYSIS

MARCH 7, 2023 MISSOURI COURT OF APPEALS MANDATE

APRIL 3, 2023

Charter v. Winchester  
 Class Award plus Post-Judgment Interest by Municipality  
 Back Taxes, Expenses, and Fees as of December 22, 2020, including Prejudgment Interest, with Post-Judgment Interest Calculated through April 30, 2023

Exhibit A-2

	January 27, 2021 Judgment*				Post-Judgment Interest**				January 27, 2021 Judgment plus Post-Judgment Interest				Post-Judgment Interest Accruing Daily			
	Class Award	Attorneys Expenses	Attorneys Fees***	Not Class Award	Class Award	Attorneys Expenses	Attorneys Fees	Not Class Award	Class Award	Attorneys Expenses	Attorneys Fees	Not Class Award	Class Award	Attorneys Expenses	Attorneys Fees	Not Class Award
Arnold	\$584,975	\$8,273	\$144,676	\$434,026	\$118,710	\$1,273	\$29,359	\$88,078	\$703,685	\$7,546	\$174,035	\$522,104	\$144,24	\$1,55	\$35.67	\$185.07
Ballwin	\$1,017,041	\$10,906	\$251,534	\$754,601	\$208,390	\$2,213	\$51,044	\$153,133	\$1,223,431	\$13,119	\$302,578	\$907,731	\$250.78	\$2.69	\$62.02	\$107.02
Bella Villa	\$7,833	\$84	\$1,937	\$5,812	\$1,590	\$17	\$393	\$1,180	\$9,423	\$101	\$2,330	\$6,992	\$1.93	\$0.02	\$0.48	\$1.43
Bellefontaine Neighbors	\$264,833	\$2,840	\$65,498	\$196,495	\$53,743	\$576	\$13,292	\$39,875	\$318,576	\$3,416	\$78,790	\$236,370	\$65.30	\$0.70	\$16.15	\$48.45
Berkeley	\$231,035	\$2,477	\$57,140	\$171,418	\$46,884	\$503	\$11,596	\$34,785	\$277,919	\$2,980	\$68,736	\$206,203	\$56.97	\$0.61	\$14.09	\$42.27
Bertrand	\$2,948	\$32	\$729	\$2,187	\$598	\$6	\$148	\$444	\$3,546	\$38	\$877	\$2,631	\$0.73	\$0.01	\$0.18	\$0.54
Beverly Hills	\$15,153	\$162	\$3,748	\$11,243	\$3,075	\$33	\$761	\$2,281	\$18,228	\$195	\$4,509	\$13,524	\$3.74	\$0.04	\$0.92	\$2.78
Black Jack	\$25,029	\$268	\$6,190	\$18,571	\$5,079	\$54	\$1,256	\$3,769	\$30,108	\$322	\$7,446	\$22,340	\$6.17	\$0.07	\$1.53	\$4.57
Bonne Terre	\$141,970	\$1,522	\$35,112	\$105,336	\$28,810	\$309	\$7,125	\$21,376	\$170,780	\$1,831	\$42,237	\$126,712	\$35.01	\$0.38	\$8.66	\$25.97
Breckenridge Hills	\$60,938	\$653	\$15,071	\$45,214	\$12,366	\$133	\$3,058	\$9,175	\$73,304	\$786	\$18,129	\$54,389	\$15.03	\$0.16	\$3.72	\$11.15
Brentwood	\$258,366	\$2,770	\$63,899	\$191,697	\$52,431	\$562	\$12,967	\$38,902	\$310,797	\$3,332	\$76,866	\$230,599	\$63.71	\$0.68	\$15.76	\$47.27
Bridgston	\$420,184	\$4,506	\$103,920	\$311,758	\$85,269	\$914	\$21,089	\$63,266	\$505,453	\$5,420	\$125,009	\$375,024	\$103.61	\$1.11	\$25.62	\$76.88
Byrnes Mill	\$28,871	\$310	\$7,140	\$21,421	\$5,859	\$63	\$1,449	\$4,347	\$34,730	\$373	\$8,589	\$25,768	\$7.12	\$0.08	\$1.76	\$5.28
Centralla	\$40,230	\$431	\$9,950	\$29,849	\$8,164	\$87	\$2,019	\$6,058	\$48,394	\$518	\$11,969	\$35,907	\$9.92	\$0.11	\$2.45	\$7.36
Chaffee	\$44,440	\$477	\$10,991	\$32,972	\$9,018	\$97	\$2,230	\$6,691	\$53,458	\$574	\$13,221	\$39,663	\$10.96	\$0.12	\$2.71	\$8.13
Charlack	\$44,303	\$475	\$10,957	\$32,871	\$8,990	\$96	\$2,224	\$6,670	\$53,293	\$571	\$13,181	\$39,541	\$10.92	\$0.12	\$2.70	\$8.10
Charleston	\$113,892	\$1,221	\$28,168	\$84,503	\$23,112	\$248	\$5,716	\$17,148	\$137,004	\$1,469	\$33,884	\$101,651	\$28.08	\$0.30	\$6.95	\$20.83
Chesterfield	\$1,589,275	\$17,042	\$393,058	\$1,179,175	\$322,514	\$3,458	\$79,764	\$239,292	\$1,911,789	\$20,500	\$472,822	\$1,418,467	\$391.88	\$4.20	\$98.92	\$290.76
Clayton	\$735,039	\$7,882	\$181,789	\$545,368	\$149,183	\$1,600	\$38,891	\$110,672	\$884,202	\$9,482	\$218,680	\$656,040	\$181.24	\$1.94	\$44.82	\$134.48
Clinton	\$179,270	\$1,922	\$44,337	\$133,011	\$36,380	\$390	\$8,997	\$26,993	\$215,650	\$2,312	\$53,334	\$160,004	\$44.20	\$0.47	\$10.93	\$32.80
Columbia	\$213,537	\$2,280	\$52,812	\$158,435	\$43,333	\$465	\$10,717	\$32,151	\$256,870	\$2,755	\$63,529	\$190,586	\$52.65	\$0.56	\$13.02	\$39.07
Cool Valley	\$22,492	\$241	\$5,563	\$16,688	\$4,564	\$49	\$1,129	\$3,386	\$27,056	\$290	\$6,692	\$20,074	\$5.55	\$0.06	\$1.37	\$4.12
Country Club Hills	\$37,772	\$405	\$9,342	\$28,025	\$7,665	\$82	\$1,896	\$5,687	\$45,437	\$487	\$11,238	\$33,712	\$9.31	\$0.10	\$2.30	\$6.91
Crestwood	\$237,869	\$2,551	\$58,830	\$176,488	\$48,271	\$518	\$11,938	\$35,815	\$286,140	\$3,069	\$70,768	\$212,303	\$58.65	\$0.63	\$14.51	\$43.51
Crave Coeur	\$770,496	\$8,262	\$190,559	\$571,875	\$156,358	\$1,677	\$38,670	\$116,011	\$926,854	\$9,939	\$229,229	\$687,686	\$189.99	\$2.04	\$46.99	\$140.96
Crystal City	\$132,580	\$1,422	\$32,790	\$98,368	\$26,905	\$289	\$6,654	\$19,962	\$159,485	\$1,711	\$39,444	\$118,330	\$32.69	\$0.35	\$8.09	\$24.25
Crystal Lake Park	\$12,253	\$131	\$3,031	\$9,091	\$2,487	\$27	\$615	\$1,845	\$14,740	\$168	\$3,646	\$10,936	\$3.02	\$0.03	\$0.75	\$2.24
De Solo	\$184,367	\$1,977	\$45,598	\$136,792	\$37,414	\$401	\$9,253	\$27,760	\$221,781	\$2,378	\$54,851	\$164,552	\$45.46	\$0.49	\$11.24	\$33.73
Dellwood	\$100,170	\$1,074	\$24,774	\$74,322	\$20,328	\$218	\$5,027	\$15,083	\$120,498	\$1,292	\$29,801	\$89,405	\$24.70	\$0.26	\$6.11	\$18.33
Des Peres	\$219,885	\$2,358	\$54,382	\$163,145	\$44,622	\$479	\$11,036	\$33,107	\$264,507	\$2,837	\$65,418	\$196,252	\$54.22	\$0.58	\$13.41	\$40.23
Desloge	\$108,570	\$1,164	\$26,852	\$80,554	\$22,032	\$236	\$5,449	\$16,347	\$130,602	\$1,400	\$32,301	\$96,901	\$26.77	\$0.29	\$6.62	\$19.86
East Prairie	\$53,162	\$570	\$13,148	\$39,444	\$10,788	\$116	\$2,668	\$8,004	\$63,950	\$686	\$15,816	\$47,448	\$13.11	\$0.14	\$3.24	\$9.73
Edmundson	\$20,329	\$218	\$5,028	\$15,083	\$4,125	\$44	\$1,020	\$3,061	\$24,454	\$262	\$6,048	\$18,144	\$5.01	\$0.05	\$1.24	\$3.72
Eldon	\$106,422	\$1,141	\$26,320	\$78,961	\$21,596	\$232	\$5,341	\$16,023	\$128,018	\$1,373	\$31,661	\$94,984	\$26.24	\$0.28	\$6.49	\$19.47
Ellisville	\$434,627	\$4,661	\$107,492	\$322,474	\$88,200	\$946	\$21,814	\$65,440	\$522,827	\$5,607	\$129,306	\$387,914	\$107.17	\$1.15	\$26.50	\$79.52
Eureka	\$446,072	\$4,783	\$110,322	\$330,967	\$90,522	\$971	\$22,388	\$67,163	\$536,594	\$5,754	\$132,710	\$398,130	\$109.99	\$1.18	\$27.20	\$81.61
Farmington	\$320,942	\$3,441	\$79,375	\$238,126	\$65,129	\$698	\$16,108	\$48,323	\$386,071	\$4,139	\$95,483	\$286,449	\$79.14	\$0.85	\$19.57	\$58.72
Fenton	\$212,244	\$2,276	\$52,492	\$157,478	\$43,071	\$462	\$10,652	\$31,957	\$255,315	\$2,738	\$63,144	\$189,433	\$52.33	\$0.56	\$12.94	\$38.83
Ferguson	\$454,247	\$4,871	\$112,344	\$337,032	\$92,181	\$988	\$22,798	\$68,395	\$548,428	\$5,859	\$135,142	\$405,427	\$112.01	\$1.20	\$27.70	\$83.11
Festus	\$196,452	\$2,107	\$48,586	\$145,759	\$39,866	\$428	\$9,860	\$29,578	\$236,318	\$2,535	\$58,446	\$175,337	\$48.44	\$0.52	\$11.98	\$35.94
Floridale Hills	\$14,537	\$156	\$3,595	\$10,786	\$2,950	\$32	\$730	\$2,188	\$17,487	\$188	\$4,325	\$12,974	\$3.58	\$0.04	\$0.89	\$2.65
Florissant	\$1,191,869	\$12,781	\$294,772	\$884,316	\$241,868	\$2,594	\$59,819	\$179,455	\$1,433,737	\$15,375	\$354,591	\$1,063,771	\$293.89	\$3.15	\$72.68	\$218.06
Foristell	\$1,940	\$19	\$480	\$1,441	\$394	\$4	\$97	\$293	\$2,334	\$23	\$577	\$1,734	\$0.48	\$0.00	\$0.12	\$0.36
Frontenac	\$70,750	\$759	\$17,498	\$52,493	\$14,357	\$154	\$3,551	\$10,652	\$85,107	\$913	\$21,049	\$63,145	\$17.45	\$0.19	\$4.31	\$12.95
Fulton	\$146,881	\$1,575	\$36,327	\$108,979	\$29,807	\$320	\$7,372	\$22,115	\$178,688	\$1,895	\$43,699	\$131,094	\$36.22	\$0.39	\$8.96	\$26.87
Glendale	\$178,356	\$1,913	\$44,111	\$132,332	\$36,194	\$388	\$8,952	\$26,854	\$214,550	\$2,301	\$53,063	\$159,186	\$43.98	\$0.47	\$10.88	\$32.63
Green Park	\$50,659	\$543	\$12,529	\$37,587	\$10,280	\$110	\$2,543	\$7,627	\$60,939	\$653	\$15,072	\$45,214	\$12.49	\$0.13	\$3.09	\$9.27
Greendale	\$7,837	\$84	\$1,938	\$5,815	\$1,590	\$17	\$393	\$1,180	\$9,427	\$101	\$2,331	\$6,995	\$1.93	\$0.02	\$0.48	\$1.43
Hannibal	\$291,406	\$3,125	\$72,070	\$216,211	\$59,135	\$634	\$14,625	\$43,876	\$350,541	\$3,759	\$86,695	\$260,087	\$71.85	\$0.77	\$17.77	\$53.31
Hazelwood	\$328,714	\$3,525	\$81,297	\$243,892	\$66,706	\$715	\$16,498	\$49,493	\$395,420	\$4,240	\$97,795	\$293,385	\$81.05	\$0.87	\$20.05	\$60.13
Herculeaneum	\$54,411	\$583	\$13,457	\$40,371	\$11,042	\$118	\$2,731	\$8,193	\$55,453	\$701	\$16,188	\$48,564	\$13.42	\$0.14	\$3.32	\$9.96
Hillsboro	\$65,408	\$701	\$16,177	\$48,530	\$13,273	\$142	\$3,283	\$9,848	\$78,681	\$843	\$19,460	\$58,378	\$16.13	\$0.17	\$3.99	\$11.97
Hillsdale	\$35,210	\$378	\$8,708	\$26,124	\$7,145	\$77	\$1,767	\$5,301	\$42,355	\$455	\$10,475	\$31,425	\$8.68	\$0.09	\$2.15	\$6.44
Ironton	\$14,120	\$151	\$3,492	\$10,477	\$2,865	\$31	\$709	\$2,125	\$16,985	\$182	\$4,201	\$12,602	\$3.48	\$0.04	\$0.86	\$2.58
Jackson	\$326,025	\$3,496	\$80,632	\$241,897	\$66,161	\$709	\$16,363	\$49,089	\$392,186	\$4,205	\$96,995	\$290,986	\$80.39	\$0.86	\$19.88	\$59.65
Jennings	\$351,885	\$3,773	\$87,028	\$261,084	\$71,409	\$766	\$17,681	\$52,982	\$423,294	\$4,539	\$104,689	\$314,066	\$86.77	\$0.93	\$21.46	\$64.38
Kirkwood	\$715,187	\$7,669	\$178,880	\$530,638	\$145,134	\$1,556	\$35,895	\$107,683	\$860,321	\$9,225	\$212,775	\$638,321	\$176.35	\$1.89	\$43.61	\$130.85

Charter v. Winchester

Class Award plus Post-Judgment Interest by Municipality

Back Taxes, Expenses, and Fees as of December 22, 2020, Including Prejudgment Interest, with Post-Judgment Interest Calculated through April 30, 2023

Exhibit A-2

	January 27, 2021 Judgment*				Post-Judgment Interest**				January 27, 2021 Judgment plus Post-Judgment Interest				Post-Judgment Interest Accruing Daily			
	<u>Class Award</u>	<u>Attorneys Expenses</u>	<u>Attorneys Fees***</u>	<u>Net Class Award</u>	<u>Class Award</u>	<u>Attorneys Expenses</u>	<u>Attorneys Fees</u>	<u>Net Class Award</u>	<u>Class Award</u>	<u>Attorneys Expenses</u>	<u>Attorneys Fees</u>	<u>Net Class Award</u>	<u>Class Award</u>	<u>Attorneys Expenses</u>	<u>Attorneys Fees</u>	<u>Net Class Award</u>
Wellsville	\$16,974	\$182	\$4,198	\$12,594	\$3,445	\$37	\$852	\$2,556	\$20,419	\$219	\$5,050	\$15,150	\$4.19	\$0.04	\$1.04	\$3.11
Wentzville	\$717,874	\$7,698	\$177,544	\$532,632	\$145,679	\$1,562	\$36,029	\$108,088	\$863,553	\$9,260	\$213,573	\$640,720	\$177.01	\$1.90	\$43.78	\$131.33
Wildwood	\$912,350	\$9,783	\$225,642	\$676,925	\$185,145	\$1,985	\$45,790	\$137,370	\$1,097,495	\$11,768	\$271,432	\$814,295	\$224.96	\$2.41	\$55.64	\$166.91
Winchester	\$23,666	\$254	\$5,853	\$17,559	\$4,803	\$52	\$1,188	\$3,563	\$28,469	\$306	\$7,041	\$21,122	\$5.84	\$0.06	\$1.44	\$4.34
Woodson Terrace	\$72,713	\$780	\$17,983	\$53,950	\$14,756	\$158	\$3,649	\$10,949	\$87,469	\$938	\$21,632	\$64,899	\$17.93	\$0.19	\$4.43	\$13.31
<b>Total</b>	<b>\$39,048,386</b>	<b>\$418,720</b>	<b>\$9,657,427</b>	<b>\$28,972,239</b>	<b>\$7,924,144</b>	<b>\$84,970</b>	<b>\$1,959,799</b>	<b>\$5,879,375</b>	<b>\$46,972,530</b>	<b>\$503,690</b>	<b>\$11,617,226</b>	<b>\$34,851,614</b>	<b>\$9,628.37</b>	<b>\$103.24</b>	<b>\$2,381.24</b>	<b>\$7,143.89</b>

\* January 27, 2021 Final Judgment, Exhibit B, Schedule 110.

\*\* Post-judgment interest calculated from January 28, 2021 through April 30, 2023.

\*\*\* Calculated post-judgment interest on class award, attorneys' expenses, and attorneys' fees.

\*\*\*\* 9% simple post-judgment interest [January 27, 2021 Final Judgment].

\*\*\*\*\* Attorneys' fees calculated as 25% of class award less attorneys' expenses.

Deducted attorneys' expenses and attorneys' fees from common fund in order to arrive at net class award.



## MEMORANDUM

**DATE:** May 12, 2023  
**TO:** Jeannette Kelly, Finance Director  
**FROM:** Vickie McGownd, City Clerk *vjm*  
**SUBJECT:** 2024 Proposed City Council Meeting Schedule

---

After reviewing the attached Jewish Community Relations Council (JCRC) "Calendar of Main Jewish Religious Observances" and reviewing the holidays the City will observe in 2024, I have prepared the attached 2024 Proposed City Council Meeting Schedule.

Please add this to the next Finance & Administration Committee meeting agenda for review.

Attachments



## 2024 Proposed City Council Meeting Schedule 7:00 p.m.

### **January**

Tuesday, January 2  
(New Years Day observed Jan. 1)  
Tuesday, January 16  
(Martin Luther King Jr. Day Jan. 15)

### **February**

Monday, February 5  
Tuesday, February 20  
(Presidents Day Feb. 19)

### **March**

Monday, March 4  
Monday, March 18

### **April**

Tuesday, April 16  
(Municipal Election April 2)

### **May**

Monday, May 6  
Monday, May 20

### **June**

Monday, June 3  
Monday, June 17

### **July**

Monday, July 15

### **August**

Monday, August 5  
Monday, August 19

### **September**

Tuesday, September 3  
(Labor Day Sep. 2)  
Wednesday, September 18  
(Rosh Hashanah Sep. 16-17)

### **October**

Monday, October 7  
Monday, October 21

### **November**

Monday, November 4  
Monday, November 18

### **December**

Monday, December 2

# Calendar of Main Jewish Religious Observances and Resource Guide

**This calendar and resource guide** is designed to encourage public awareness of Jewish religious observances. We hope that it will help administrators and teachers avoid scheduling examinations, special day or night programs, and graduation ceremonies at times that conflict with Jewish observances. There is wide variation of religious Jewish practices. Therefore, some students and staff members will be absent while others might not. Please note that all Jewish religious observances begin at sunset the preceding evening and end at nightfall, approximately one hour after sunset. For a list of all faith holidays visit: <https://www.adl.org/education/resources/tools-and-strategies/calendar-of-observances>

Religious Observance	2021-2022 School Year	2022-2023 School Year	2023-2024 School Year	2024-2025 School Year
	Fall 2021	Fall 2022	Fall 2023	Fall 2024
<b>Rosh Hashanah*</b>	Sep 7-Sep 8 (Begins sunset Sep 6)	Sep 26-27 (Begins sunset Sep 25)	Sep 16-17 (Begins sunset Sep 15)	Oct 3-4 (Begins sunset Oct 2)
<b>Yom Kippur*</b>	Sep 16 (Begins sunset Sep 15)	Oct 5 (Begins sunset Oct 4)	Sep 25 (Begins sunset Sep 24)	Oct 12 (Begins sunset Oct 11)
<b>Sukkot</b>	Sep 21-22 (Begins sunset Sep 20)	Oct 10-11 (Begins sunset Oct 9)	Sep 30-Oct 1 (Begins sunset Sep 29)	Oct 17-18 (Begins sunset Oct 16)
<b>Shemini Atzeret</b>	Sep 28 (Begins sunset Sep 27)	Oct 17 (Begins sunset Oct 16)	Oct 7 (Begins sunset Oct 6)	Oct 24 (Begins sunset Oct 23)
<b>Simchat Torah</b>	Sep 29 (Begins sunset Sep 28)	Oct 18 (Begins sunset Oct 17)	Oct 8 (Begins sunset Oct 7)	Oct 25 (Begins sunset Oct 24)
<b>Chanukah</b>	Nov 29-Dec 6 (Begins sunset Nov 28)	Dec 19-26 (Begins sunset Dec 18)	Dec 8-15 (Begins sunset Dec 7)	Dec 26-Jan 2 (Begins sunset Dec 25)
	Spring 2022	Spring 2023	Spring 2024	Spring 2025
<b>Purim</b>	Mar 17 (Begins sunset Mar 16)	Mar 7 (Begins sunset Mar 6)	Mar 24 (Begins sunset Mar 23)	Mar 14 (Begins sunset Mar 13)
<b>Passover*</b>	Apr 16-23 (Begins sunset Apr 15)	Apr 6-13 (Begins sunset Apr 5)	Apr 23-30 (Begins sunset Apr 22)	Apr 12-13 (Begins sunset Apr 11)
<b>Shavuot*</b>	Jun 5-6 (Begins sunset Jun 4)	May 26-27 (Begins sunset May 25)	Jun 12-13 (Begins sunset Jun 11)	Jun 2-3 (Begins sunset Jun 1)

\*Observances which are most likely to result in absences.



The Jewish Community Relations Council (JCRC) serves as the central public affairs arm of the organized Jewish community, representing over 60 synagogues and Jewish organizations in the Bay Area. JCRC produced this guide. **Visit our website for additional resources: [www.jcrc.org](http://www.jcrc.org)**

***JCRC: Pursuing a just society and a secure Jewish future***

Supported by the San Francisco Jewish Community Federation and Endowment Fund.

*This document is available for download from [jcrc.org/what-we-do/resources/](http://www.jcrc.org/what-we-do/resources/)*

**The Jewish calendar** is a lunar/solar calendar; therefore, the dates of these holy days, festivals, and days of remembrance will vary from year to year. Even though the dates of the Jewish religious observances will be different each year, they will always be observed in the same season. The Jewish Sabbath (Shabbat) begins each week on Friday at sunset and ends Saturday at nightfall (approximately one hour after sunset). Traditionally observant Jews will refrain from school, work and many activities.

## Fall Observances

**Rosh Hashanah (Jewish New Year)** This two-day observance marks the beginning of the holiest time of the year for Jews. ***School or work will be missed on these holy days and nights.***

**Yom Kippur (Day Of Atonement)** This is the most solemn day of the Jewish year and signals the end of the Ten Days of Penitence. It is devoted to fasting, prayer, and synagogue services. ***School or work will be missed on this holy day and night.***

**Sukkot (Feast of Tabernacles)** Sukkot is a harvest festival of thanksgiving. To commemorate the dwellings of the ancient Israelites during the harvest, many families build temporary huts (Sukkot) in which they eat and even sleep. *School or work might be missed by some for the first two days and nights.*

**Shemini Atzeret** The “eighth day of assembly” is a religious observance at the conclusion of Sukkot. *School or work might be missed by some.*

**Simchat Torah** Celebrates the conclusion of the year-long cycle of reading the Torah (the five books of Moses) and the beginning of a new cycle and marks the end of the fall season of special religious observances. *School or work might be missed by some.*

## Winter Observances

**Chanukah (Festival of Lights)** This eight-day observance is a celebration of religious freedom and commemorates the re-dedication of the Temple in Jerusalem in 165 B.C.E. Families celebrate in their homes by lighting candles for eight nights, exchanging gifts and eating special foods. *No school or work is missed.*

**Purim (Feast of Lots)** Based on the biblical Book of Esther (The Megillah), Purim celebrates the foiling of a plot to kill the Jews in ancient Persia. A ritual of Purim is to read the story from The Megillah of how Esther and Mordecai prevented Haman from exterminating the Jews. *School activities might be missed by those who attend synagogue for the evening observance of Purim*

## Spring Observances

**Pesach (Passover)** This eight-day festival of freedom celebrates the deliverance of the ancient Israelites from Egyptian bondage. Families gather for a traditional meal, or Seder, on the first two nights, when the story is retold and symbolic foods are eaten. Many students will eat matzo instead of bread, and other dietary restrictions may be observed. ***School or work might be missed by some for the first two and last two days and nights of this observance.***

**Shavuot (Festival of Weeks)** Coming in late Spring, this two-day observance celebrates the giving of the Torah (the Five Books of Moses) on Mount Sinai, and commemorates ancient Israel’s acceptance of the Torah and its obligations. ***School or work might be missed by some; please take note when scheduling commencement ceremonies.***

This guide prepared by the Jewish Community Relations Council: [www.jcrc.org](http://www.jcrc.org)

For more info on Jewish religious observances and Judaism:  
[www.myjewishlearning.com](http://www.myjewishlearning.com) - [www.judaism.about.com](http://www.judaism.about.com) - [www.jewfaq.com](http://www.jewfaq.com)

For curricular materials that follow the California standards:  
[www.icsresources.org](http://www.icsresources.org)



BILL NO. 3456

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

AN ORDINANCE AMENDING SECTION 110.730 OF THE CHESTERFIELD CITY CODE REGARDING THE APPOINTMENT OF THE CITY CLERK

WHEREAS, the City of Chesterfield employees a City Clerk; and,

WHEREAS, the Elected Officials of the City of Chesterfield seek to provide professional and consistent services; and,

WHEREAS, Chapter 77.046 of the Revised Statutes of the State of Missouri provides that the City may provide that non-elected officers and employees of the City shall be appointed and discharged by the City Administrator; and,

WHEREAS, the Elected Officials of the City of Chesterfield recognize the professionalism, skill, competency and consistency which are essential to the effective function of the Chesterfield City Clerk; and,

WHEREAS, the Elected Officials of the City of Chesterfield recognize the susceptibility to inconsistency and record retention integrity, along with other related issues that are associated with limited term appointments, turnover and patronage in the City Clerk function; and,

WHEREAS, the Elected Officials of the City of Chesterfield desire to employ career professional employees and avoid patronage political appointments; and,

WHEREAS, the City of Chesterfield seeks to establish the position of City Clerk as a career professional employee and to amend section 110.730 to provide for the appointment of individuals to the position of City Clerk for an indefinite term as are other professional officials of the City.

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

Section 1. Section 110.730 of the Chesterfield City Code is hereby amended to read as follows:

The City Clerk shall be appointed by the City Administrator with the approval of the Council for an indefinite term. He/she shall be chosen on the basis of his/her administrative skills and qualifications, with special reference to his/her experience in or knowledge of accepted practice pertaining to the duties of his/her office as hereafter set forth. The City Clerk may be removed from office by the City Administrator with consent of the Council.

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

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

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

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

ATTEST:

\_\_\_\_\_  
CITY CLERK

FIRST READING HELD: \_\_\_\_\_

Chapter 77 Revised Statutes of the State of Missouri  
Effective - 28 Aug 2013

77.046. Other officers, appointment, discharge, regulations concerning. —

1. Upon the adoption of a city administrator form of government, the governing body of the city may provide that all other officers and employees of the city, except elected officers, shall be appointed and discharged by the city administrator, but the governing body may make reasonable rules and regulations governing the same.
2. Nothing in this section shall be construed to authorize the city to remove or discharge any chief, as that term is defined in section 106.273.

**AN ORDINANCE AMENDING SECTION 2-91 OF THE CITY CODE PERTAINING TO THE APPOINTMENT OF THE CITY CLERK.**

**WHEREAS**, The City Council of the City of Chesterfield sought to identify Ordinances or City Code sections which may deviate from the provisions of the Missouri Revised Statutes; and

**WHEREAS**, The Finance and Administration Committee of City Council reviewed identified differences and have made recommendations to reconcile the Code and Ordinances to provide clarity and consistency; and

**WHEREAS**, Chesterfield City Code Section 2-91 contains provisions regarding the appointment, supervision and termination of the City Clerk; and

**WHEREAS**, RSMo 77.410 prescribe the statutory duties of the City Clerk, and

**WHEREAS**, RSMo 77.046 provides that non-elected officers of the City shall be appointed and discharged by the City Administrator, and

**WHEREAS**, The City Council desires to reconcile the City Code with City Council procedures and practices.

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

**Section 1.**

The existing Chesterfield City Code Section 2-91 is hereby repealed in its entirety and replaced as follows:

**Delete the existing section**

**Section 2-91 Appointment**

The City Administrator shall appoint the City Clerk with the consent of the City Council. The term of the City Clerk shall continue from the date of appointment for an indefinite period of time not to exceed four (4) years or until his employment is terminated by the Mayor with the approval and consent of the City Council. Such termination shall not be effective until thirty (30) days' written notice thereof has been given to the City Clerk.

**Section 2.**

Chesterfield City Code Section 2-91 is replaced as follows:

**Replace with New section which reads as follows:**

**Section 2-91 Appointment**

The City Administrator shall appoint the City Clerk with the consent of the City Council. The term of the City Clerk shall continue from the date of appointment for an indefinite period of time not to exceed four (4) years. The City Clerk may be removed from office by the City Administrator with consent of the City Council.

**Section 3.**

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

Passed and approved by the City Council of the City of Chesterfield, Missouri this 17<sup>th</sup> day of July, 2017.

Bob Nation  
**PRESIDING OFFICER**

Bob Nation  
**Bob Nation, MAYOR**

**ATTEST:**

Vickie Hass  
**Vickie Hass, CITY CLERK**

FIRST READING HELD 5/2/2016

*The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.*

**Section 110.730 Appointment.**

**[CC 1990 § 2-91; Ord. No. 4 § 1, 6-1-1988; Ord. No. 2966, 7-17-2017]**

The City Administrator shall appoint the City Clerk with the consent of the City Council. The term of the City Clerk shall continue from the date of appointment for an indefinite period of time not to exceed four (4) years. The City Clerk may be removed from office by the City Administrator with consent of the City Council.

**Section 110.740 Duties Generally.**

**[CC 1990 § 2-92; Ord. No. 4 § 2, 6-1-1988]**

- A. The City Clerk shall, among other duties, keep a journal of the proceedings of the Council. He/she shall safely and properly keep all records and papers belonging to the City which may be entrusted to his/her care; he/she shall be the general accountant of the City and generally shall perform all of the duties required of him/her by ordinance or orders of the Council. He/she is hereby empowered to administer official oaths and also oaths to personnel certifying to demands or claims against the City.
- B. He/she shall have custody of the City Seal and shall affix said seal to and countersign all such public instruments, documents and papers as are required by law or ordinance to be attested with the Seal of the City. He/she shall furnish to the City Attorney or Council any record, document or paper in his/her office which either may be called for or be used in any court; but for the same he/she shall take and file a receipt.
- C. He/she shall, whenever required, furnish the Mayor, Council or any committee of the Council copies of any books, accounts, records, vouchers or documents in his/her office or any information relating to the business of the City; and shall at all times permit the Mayor, any member of the Council, any interested City Officer or other person to examine any books, papers or documents of public record in his/her office.

**Section 110.750 Duties Concerning Elections.**

**[CC 1990 § 2-93; Ord. No. 4 § 3, 6-1-1988]**

The City Clerk shall, in all City elections, perform all the duties specified or required of him/her by the Board of Election Commissioners of St. Louis County and shall also perform all other duties as may be required of him/her by City ordinance.

**Section 110.760 Clerk And The Duties And Responsibilities Thereof.**

**[CC 1990 § 2-94; Ord. No. 4 § 4, 6-1-1988]**

The City Clerk shall also prepare, seal with the City Seal and countersign all commissions and other official documents which the Mayor is required to issue and properly keep records thereof.

**Section 110.770 Compensation.**

**[CC 1990 § 2-95; Ord. No. 4 § 5, 6-1-1988]**

Compensation for the City Clerk shall be established by the Council within the guidelines as established in the City Compensation Classification Pay Plan.

**Section 110.780 Clerical Assistants.**

**[CC 1990 § 2-96; Ord. No. 4 § 6, 6-1-1988]**

At the request of the City Clerk, the City Administrator may appoint clerical assistants for the Clerk; such positions shall be authorized by the City Council.

**Section 110.790 Deputy City Clerk.**

**[CC 1990 § 2-97; Ord. No. 18 §§ 1 — 3, 6-1-1988]**

- A. Appointment. The City Administrator may, as is necessary, appoint a Deputy City Clerk to act for and on behalf of the City Clerk when said City Clerk is unavailable.
- B. Duration Of Appointment. The duration of appointments shall be for an appropriate period of time for the performance and function of the office.
- C. Existing City Employees To Be Appointed — Compensation. The appointments shall come from existing City employees and no additional compensation shall result from the appointments above unless authorized by the City Council.

**Section 110.800 Acting City Clerk.**

**[CC 1990 § 2-98; Res. No. 38 §§ 1 — 3, 10-17-1988]**

- A. City Administrator To Act As City Clerk. The City Administrator may as is necessary act for and on behalf of the City Clerk when said City Clerk is unavailable.
- B. Duration Of Authority. The duration of any authority to act on behalf of the official City Clerk shall be for an appropriate period of time for the performance and function of the office while the City Clerk is absent.
- C. Appointees Other Than City Administrator — Compensation. Anyone other than the City Administrator who shall be designated as the Acting City Clerk shall be an existing City employee and no additional compensation shall result from their acting as the City Clerk unless authorized by the City Council.

**Section 110.810 through Section 110.850. (Reserved)**

*The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.*

**Section 110.730 Appointment.**

**[CC 1990 § 2-91; Ord. No. 4 § 1, 6-1-1988; Ord. No. 2966, 7-17-2017]**

The City Clerk shall be appointed by the City Administrator with the approval of the Council for an indefinite term. He/she shall be chosen on the basis of his/her administrative skills and qualifications, with special reference to his/her experience in or knowledge of accepted practice pertaining to the duties of his/her office as hereafter set forth. The City Clerk may be removed from office by the City Administrator with consent of the Council.

**Section 110.740 Duties Generally.**

**[CC 1990 § 2-92; Ord. No. 4 § 2, 6-1-1988]**

- A. The City Clerk shall, among other duties, keep a journal of the proceedings of the Council. He/she shall safely and properly keep all records and papers belonging to the City which may be entrusted to his/her care; he/she shall be the general accountant of the City and generally shall perform all of the duties required of him/her by ordinance or orders of the Council. He/she is hereby empowered to administer official oaths and also oaths to personnel certifying to demands or claims against the City.
- B. He/she shall have custody of the City Seal and shall affix said seal to and countersign all such public instruments, documents and papers as are required by law or ordinance to be attested with the Seal of the City. He/she shall furnish to the City Attorney or Council any record, document or paper in his/her office which either may be called for or be used in any court; but for the same he/she shall take and file a receipt.
- C. He/she shall, whenever required, furnish the Mayor, Council or any committee of the Council copies of any books, accounts, records, vouchers or documents in his/her office or any information relating to the business of the City; and shall at all times permit the Mayor, any member of the Council, any interested City Officer or other person to examine any books, papers or documents of public record in his/her office.

**Section 110.750 Duties Concerning Elections.**

**[CC 1990 § 2-93; Ord. No. 4 § 3, 6-1-1988]**

The City Clerk shall, in all City elections, perform all the duties specified or required of him/her by the Board of Election Commissioners of St. Louis County and shall also perform all other duties as may be required of him/her by City ordinance.

**Section 110.760 Clerk And The Duties And Responsibilities Thereof.**

**[CC 1990 § 2-94; Ord. No. 4 § 4, 6-1-1988]**

The City Clerk shall also prepare, seal with the City Seal and countersign all commissions and other official documents which the Mayor is required to issue and properly keep records thereof.

**Section 110.770 Compensation.**

**[CC 1990 § 2-95; Ord. No. 4 § 5, 6-1-1988]**

Compensation for the City Clerk shall be established by the Council within the guidelines as established in the City Compensation Classification Pay Plan.



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**Section 110.730 Appointment.**

**[CC 1990 § 2-91; Ord. No. 4 § 1, 6-1-1988; Ord. No. 2966, 7-17-2017]**

~~The City Clerk shall be appointed by the City Administrator with the approval of the Council for an indefinite term. He/she shall be chosen on the basis of his/her administrative skills and qualifications, with special reference to his/her experience in or knowledge of accepted practice pertaining to the duties of his/her office as hereafter set forth. The City Clerk may be removed from office by the City Administrator with consent of the Council. The City Administrator shall appoint the City Clerk with the consent of the City Council. The term of the City Clerk shall continue from the date of appointment for an indefinite period of time not to exceed four (4) years. The City Clerk may be removed from office by the City Administrator with consent of the City Council.~~

**Section 110.740 Duties Generally.**

**[CC 1990 § 2-92; Ord. No. 4 § 2, 6-1-1988]**

- A. The City Clerk shall, among other duties, keep a journal of the proceedings of the Council. He/she shall safely and properly keep all records and papers belonging to the City which may be entrusted to his/her care; he/she shall be the general accountant of the City and generally shall perform all of the duties required of him/her by ordinance or orders of the Council. He/she is hereby empowered to administer official oaths and also oaths to personnel certifying to demands or claims against the City.
- B. He/she shall have custody of the City Seal and shall affix said seal to and countersign all such public instruments, documents and papers as are required by law or ordinance to be attested with the Seal of the City. He/she shall furnish to the City Attorney or Council any record, document or paper in his/her office which either may be called for or be used in any court; but for the same he/she shall take and file a receipt.
- C. He/she shall, whenever required, furnish the Mayor, Council or any committee of the Council copies of any books, accounts, records, vouchers or documents in his/her office or any information relating to the business of the City; and shall at all times permit the Mayor, any member of the Council, any interested City Officer or other person to examine any books, papers or documents of public record in his/her office.

**Section 110.750 Duties Concerning Elections.**

**[CC 1990 § 2-93; Ord. No. 4 § 3, 6-1-1988]**

The City Clerk shall, in all City elections, perform all the duties specified or required of him/her by the Board of Election Commissioners of St. Louis County and shall also perform all other duties as may be required of him/her by City ordinance.

**Section 110.760 Clerk And The Duties And Responsibilities Thereof.**

**[CC 1990 § 2-94; Ord. No. 4 § 4, 6-1-1988]**

The City Clerk shall also prepare, seal with the City Seal and countersign all commissions and other official documents which the Mayor is required to issue and properly keep records thereof.

**Section 110.770 Compensation.**

**[CC 1990 § 2-95; Ord. No. 4 § 5, 6-1-1988]**

Compensation for the City Clerk shall be established by the Council within the guidelines as established in

## **Chapter 120**

### **CITY DEPARTMENTS**

State Law References: Fiscal administration and indebtedness in cities of third class, §§ 95.280 to 95.350, RSMo.

# **EXCERPTS**

ARTICLE I  
**Department Of Finance**

**Section 120.010. Established. [CC 1990 § 2-121; Ord. No. 15 § 1, 6-1-1988]**

There is hereby established the Department of Finance which shall consist of the Director of Finance and such other employees as may be authorized from time to time by the City Council to provide for the necessary administrative support services required for all City operations.

**Section 120.020. Functions. [CC 1990 § 2-122; Ord. No. 15 § 2, 6-1-1988]**

The Department of Finance shall have responsibility for the management and control of all monies coming to the City from any source. The department shall maintain such records and accounts as are required to properly document both the receipt and expenditure of all City funds. In addition, the department shall be responsible for such other functions as may from time to time be authorized by the City Administrator.

**Section 120.030. Office Of Director Of Finance. [CC 1990 § 2-123; Ord. No. 15 § 3, 6-1-1988]**

- A. There is hereby created the office of Director of Finance. The Director of Finance shall be appointed by the City Administrator with the approval of the Council for an indefinite term. He/she shall be chosen on the basis of his/her administrative and financial qualifications, with special reference to his/her experience in or knowledge of accepted practice pertaining to the duties of his/her office as hereafter set forth. The Director may be removed from office by the City Administrator with approval of the Council.
- B. The City Administrator shall serve as ex officio Director until such position is filled by appointment.

**Section 120.040. Duties Of Director. [CC 1990 §§ 2-124, 2-346; Ord. No. 15 § 4, 6-1-1988; Ord. No. 492 § 6, 9-4-1990]**

- A. Control. The Director of Finance, under the supervision of the City Administrator, shall exercise control and supervision over all employees assigned to the Department of Finance and to exercise general supervision over all officers and employees of the City charged in any manner with the receipt, collection or disbursement of revenue or with the collection and return of the City revenue into the Treasury.
- B. Financial Records. The Director of Finance shall be charged with preparing and keeping all financial records of the City, which records shall be at all times subject to inspection by the City Administrator, the Mayor and any members of the City Council.
- C. Purchases. Subject to the supervision and approval of the City Administrator, the Director of Finance shall make all purchases of materials, supplies or equipment for the City in the manner provided by law and subject to the limitations imposed by law.

ARTICLE III  
**Department Of Public Works**

**Section 120.260. Department Established. [CC 1990 § 2-166; Ord. No. 33, § 1, 6-1-1988]**

There is hereby established a Department of Public Works, which shall have such other sections or divisions as from time to time may be authorized by the City Council and assigned to the Department of Public Works.

**Section 120.270. Functions. [CC 1990 § 2-167; Ord. No. 33, § 2, 6-1-1988]**

The Department of Public Works shall have responsibility in the areas of public works, including City Engineering design and review functions, City streets and sewers, zoning and development code enforcement, building code and maintenance code enforcement, inspection of building construction and property maintenance, parks, housing and neighborhood preservation, project coordination and such other duties related to overall community development as from time to time may be authorized by the City Council.

**Section 120.280. Awards And Contracts; Power Of Director Generally. [CC 1990 § 2-168; Ord. No. 33, § 3, 6-1-1988]**

- A. No award or contract shall be binding upon the City of Chesterfield until it shall be approved by the City Council, approved as to legal form by the City Attorney and certified by the City Clerk.
- B. In addition to the powers enumerated below, the Director shall have the powers delegated to such position or subordinate positions by ordinance of the City, plus such other duties as may be prescribed from time to time by the City Administrator.

**Section 120.290. City Administrator To Serve As Director Until Position Filled. [CC 1990 § 2-169; Ord. No. 33, § 4, 6-1-1988]**

The City Administrator shall serve as the ex officio Director of Public Works until this position is filled by appointment.

**Section 120.300. Contracts For Activities Assigned To Department. [CC 1990 § 2-170; Ord. No. 33, § 5, 6-1-1988]**

The City Council may from time to time contract with consultants, contractors, other municipalities or other governmental agencies for activities assigned to the Department of Public Works. Said contracts shall be administered by the Director of Public Works.

**Section 120.310. Office Of Director Of Public Works; Created; Supervisory Control. [CC 1990 § 2-171; Ord. No. 33, § 6, 6-1-1988]**

- A. There is hereby established the Office of Director of Public Works. The Director shall be appointed by the City Administrator with the approval of the City Council for an indefinite term. The Director may be removed from office by the City Administrator with the approval of the City Council.
- B. The Director, under the Administrator's supervision, shall have control and

ARTICLE IV  
**Department Of Planning**

**Section 120.480. Established. [CC 1990 § 2-191; Ord. No. 30, § 1, 6-1-1988]**

There is hereby established a Department of Planning, which shall have such other sections or divisions as from time to time may be authorized by the City Council and assigned to the Department of Community Development.

**Section 120.490. Functions. [CC 1990 § 2-192; Ord. No. 30, § 2, 6-1-1988]**

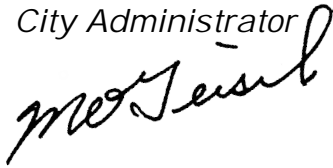
The Department of Planning shall be responsible for the overall planning and development of the City, including the preparation and maintenance of the zoning map, official map and Comprehensive Plan of the City; community development, including zoning and other development ordinances; the preparation of special studies and the provision of information on the physical, social and economic characteristics of the City; housing and neighborhood preservations; the coordination of new development proposals and project approvals; and shall recommend long-range plans for the City and review all projects, plans and applications to insure compliance with all ordinances of the City concerning zoning, subdivision and development requirements; and such other duties as may be prescribed from time to time by the City Administrator.

**Section 120.500. Office Of Director Of Planning. [CC 1990 § 2-193; Ord. No. 30, § 3, 6-1-1988]**

- A. There is hereby established the Office of Director of Planning. The Director shall be appointed by the City Administrator with the approval of the City Council for an indefinite term. The Director may be removed from office by the City Administrator with the approval of the City Council.
- B. The Director, under the Administrator's supervision, shall have control and supervision over all employees assigned to the Department of Planning.
- C. The Director shall:
1. Interpret and enforce the Zoning and Subdivision Ordinances in a strict and uniform manner;
  2. Determine if use is in compliance with the spirit of the ordinances;
  3. Provide staff assistance to the Planning Commission;
  4. Notify the Board of Adjustment of variations in Zoning Ordinances;
  5. Develop long and short-range plans for future development of the community;
  6. Receive input from or assist other Departments;
  7. Review development proposals to ensure conformance to ordinance regulations;
  8. Approve reoccupancy permits in conjunction with Public Works;
  9. Plans and assign work to division staff;

Mike Geisel

City Administrator



690 Chesterfield Pkwy W

Chesterfield MO 63017

Phone 636-537-4711

Fax 636-537-4798

## OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor & City Council (F&A Committee 6/27/2023)

Date: June 20<sup>th</sup>, 2023

RE: Employee Policies and Practices - Recommendations

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This communication is intended to describe a set of recommended employee policies and practices to enhance the City's ability to recruit and retain employees. These policies/practices are not intended to represent a comprehensive set of policies, but are to be considered a series of incremental enhancements that our executive staff believe will serve to make the City of Chesterfield more competitive in the current labor market. The need to consider competitive employee policies was described in the City's adopted strategic plan goal #1, which instructs Staff to bring employee centric policies to City Council for implementation. Prior to adoption of the Strategic Plan, City Council discussed the need to address employee policies and practices at their meeting on June 20, 2022. Equally, if not more important, it should be clearly stated and understood that the quality of City facilities and services is directly related to the City's ability to attract and retain employees. In specific cases, the City's inability to recruit and retain employees has led to significant degradation of City infrastructure and precariously limits our ability to respond to routine emergencies. The City's inability to provide routine and preventive maintenance is proving costly and ineffective.

Like many employers, the City of Chesterfield is struggling to attract and retain employees. There are a multitude of causes, some of which are specific to individual labor segments, while others apply universally. The proposed set of recommendations have been derived by extensive collaboration across all departments. Each of the individual recommendations are a result of an extended review, development, and with specific objectives. For the purposes of this communication, I will not go into depth as to process, considerations, and multiple iterations of each recommendation, but offer the proposals as a product of the Executive Staff's collective input. If approved by Council, the implementation of the

enhancements will be managed administratively and incorporated into our personnel documentation.

The recommended policy changes will be detailed separately, but are generally described as follows:

Re-classification of Employee "Trades" positions

- o The City is in an extremely precarious situation. We find ourselves non-competitive and unable to recruit or retain candidates for these positions, even those who may lack the minimum experience and skills normally required. Further, due to a lack of staffing, we are unable to perform routine preventive maintenance, resulting in accelerated deterioration of the infrastructure. Instead of cost-effective repair, deferring routine maintenance results in accelerated rates of degradation and exponentially more costly replacement. As if this was not alarming enough, we find ourselves unable to respond to any significant emergency, including severe weather. We cannot even staff a full snow removal response.

Policies/practices apply to all non-represented employees:

- o Reduce employee probationary period from one-year to six months
- o Implement a parental leave program
- o Implement an employee referral program

Program and benefit related investigations

- o Authorize and fund a current actuarial evaluation from LAGERS, in order to be able to provide employees accurate descriptions, analysis, and comparison of the comparable costs and benefits versus the City's current defined contribution plan.
- o Authorize a staff management committee to review and develop recommendations for City Council relative to:
  - i. The City's salary administration plan.
  - ii. Review the City's health insurance premium distribution and employee premium tiers.
    - a) City contribution versus Employee Contribution

- b) Survey employees to determine efficacy of multi-tiered premiums.

Each of the described policy or practice changes are described in greater detail separately, as attached hereto. The Executive Team universally supports these recommendations; are anxious to move forward to retard the loss of additional employees, and to enhance the City's benefits in a cost efficient and strategically measured process to improve the City's recruitment efforts.

Once again, I stress that these are not proposed as a comprehensive set of policy recommendations, but a significant and important step in addressing what has become a critical concern in certain labor segments.

Excerpt from Council Minutes, 6/20/2022

Councilmember Wahl made a statement summarized as follows:

In an effort to understand the City's issues with employee recruitment and retention, Councilmembers Wahl, Budoor and Hansen met with Mr. Geisel and Executive Staff – Mr. Geisel shared a summary of that meeting via email to all Council members.

We left the meeting with a greater appreciation of the challenges associated with recruiting and retaining quality employees, and we hope that City Council as a whole will affirm their desire to openly support Mr. Geisel's authority, allowing him creativity and flexibility to manage staff and do what is necessary and appropriate in order to successfully recruit, retain and manage employees, while staying within the confines of the City's budgetary and policy constraints.

Councilmembers Budoor and Hansen offered their support.



# Mission

The City of Chesterfield provides superior municipal services to its residents and businesses through innovation, professional management, and leadership.

## Ensure Adequate Resources to Continue Superior City Services

Chesterfield provides superior services to its residents. Continuing to provide high quality services requires a solid financial position and excellent staff who have what they need to do their jobs efficiently and effectively.

Objective

1

**Attract and retain high-performing employees.**

- Review retention and recruitment rates by different employee groups including front-line workers, middle-managers, and department directors. Compare to industry standards and make recommendations to City Council, including compensation and cross-training requirements.
- Evaluate current staffing levels and make recommendations to ensure continuity of operations. The evaluation will consider redundancy necessary to maintain service levels with expected turnover.
- Support a work environment that promotes work-life balance. Embrace remote-working and flexible schedules.
- Monitor service impacts of the southwest quadrant development and recommend additional staffing as needed.
- Continue to review hiring and recruitment strategies and bring recommendations to City Council as needed.

### Measures

Employee turnover rate by group  
Employee satisfaction survey results  
Exit interview report data

### Milestone

Implementation of work-life balance policies



247

EMPLOYEES  
Full Time  
Equivalent

  
Mike Geisel  
City Administrator



690 Chesterfield Pkwy W  
Chesterfield MO 63017  
Phone 636-537-4711

## OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor & City Council

Date: June 14, 2023

RE: Re-classification of Trades positions

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The City of Chesterfield is currently in an extremely precarious situation. We find ourselves to be non-competitive and unable to recruit and/or to retain candidates for a specific labor segment, which for the purposes of this recommendation will be referred to as the "Trades". These are generally described as manual labor, both skilled and unskilled. We have demonstrated that we have become unable to staff these positions, even while considering those who lack the minimum experience and skills otherwise normally required.

Further, due to the afore-described lack of staffing, we are unable to perform routine preventive maintenance and repairs, which then results in accelerated deterioration of the infrastructure. Instead of applying cost-effective and timely repairs, we are deferring routine maintenance which then results in an accelerated rate of degradation and exponentially more costly and pre-mature replacements. As if this was not alarming enough, we are unable to fully respond to any significant emergency, including severe weather events. At present employment levels, we are unable to staff a routine snow removal response. Winter is coming!

Prior to discussing the details of our recommended "Trades" re-classification proposal, we believe it is imperative that we unequivocally re-state that while the City may occasionally realize savings from unspent labor dollars associated with a random vacancy, the unspent dollars that have been derived from the City's inability to attract and retain "trade" positions at this level of magnitude, are not savings, but represent significant inefficiencies and directly result in increased expenditures. The City's inability to perform routine and preventive maintenance does not simply delay such repairs. Our inability to apply timely and appropriate repairs results in increasing both the magnitude and severity of a defect and exponentially increases the subsequent corrective action. This is not a philosophical or theoretical statement. It is a proven and documented process. In fact, our own Department of Public Works has provided a concrete pavement report to the Planning and Public Works Committee which addresses and emphasizes these statements.

Current Conditions

We currently have 21 vacant Maintenance Worker positions within the City. This is not a transient or temporary condition. Turnover has steadily and continuously grown over the course of the last few years, most significantly post-covid. Turnover has notably increased in the last year. For those maintenance employees we have been able to hire, it has taken an average of 190 days to do so, more than half a year to fill each position, while we still have 21 positions to fill overall. While we are filling those positions, we are losing employees even faster.

We presently have 17 of 22 (77%) budgeted positions vacant in the street maintenance division. Within the Street Division, we only have a total of four maintenance workers with three or more years of experience, one of which is anticipated to retire prior to the end of 2023. Within the last year, 25 Maintenance Workers have left the City, ten (10) of which separated at less than one year, 18 of which separated with less than three (3) years with the City. We only lost three maintenance workers in the first half of 2022, so there has been a marked acceleration of turnover within the last year. We have previously attempted to determine the cost for employee turnover, and we estimate the City's total turnover cost for a Maintenance Worker to be \$24k - \$44k. Of that amount, the hard costs are approximately \$18k.

The vast majority of these individuals left for competitive, similar local employment. During their exit interviews, the maintenance employees leaving the City cited the following issues as reasons for their resignation:

- o Compensation
- o Uncertainty related to Annual increases
- o Absence of a defined benefit retirement plan
- o Employee cost-share proportion for healthcare

#### Background and development

For several months, our Director of Public Works-City Engineer, Director of Parks, Recreation and Arts, Finance Director, City Administrator and with the consult of our Superintendent of Streets as well as our Superintendent of Parks; have collaborated to develop a strategy addressing this urgent need. We have considered multiple approaches and unanimously support the recommendation provided herein. It should be noted that while this re-classification proposal is limited to the "Trades", the re-classification is intended to go hand in hand with the other recommended enhancements to the employee policies and practices described elsewhere in this collection.

The group identified ten local municipalities that we are competing with for labor. Each of them have varying pay plans, compensation minimums and maximums. Of the ten, the City of Chesterfield's minimum compensation is clustered with three others at the bottom of the comparison. Chesterfield's maximum compensation is the lowest of the ten. Of importance to those employees who have left, was the realization that in the other municipal compensation plans, these employees progress from the minimum compensation to the maximum compensation over a

shorter and defined number of years. This has created tension and dissatisfaction within Chesterfield, as these employees rarely reach the top of our scale. It should also be noted, that nine of the ten comparable cities are participants in the LAGERS defined benefit program. While this alone is a significant concern, there is a need for us to be able to communicate the benefits of Chesterfield's defined contribution plan and have current sound actuarial data from LAGERS so as to be able to provide real comparisons.

Recommendation - Re-Classification of Employee "Trades" positions

As a modest enhancement, the group sought to increase Chesterfield's minimum compensation to the AVERAGE of the ten comparable cities. We considered establishment of a separate defined step plan, but ultimately elected to retain the City's current compensation schedule and simply re-classify those "Trades" positions. Accordingly, this will require reclassification of these positions within the City's current compensation matrix.

If approved by City Council at their July 17<sup>th</sup> meeting, we would immediately amend the City's compensation matrix and adjust the position classification for the "Trades" positions as reflected in the attached matrix. This would result in a new starting compensation for Maintenance Workers at \$46,778, classification level F. Existing "Trades" employees would be adjusted nominally to prevent compression and hiring new employees at the same, or similar compensation to tenured employees.

Due to the extreme number of existing vacant positions, the re-classification and adjustments can be accomplished without any additional 2023 budgetary appropriations. However, assuming this re-classification and the adoption of the other benefit enhancements is successful (i.e. it results in attracting and retaining, candidates to fill all of the budgeted positions) it could have up to \$130,000 impact on the 2024 annual compensation expenditures. Frankly, bringing Chesterfield's initial compensation to the ten-city average is a modest approach. It is unlikely that this proposal will, in itself, position the City as the "preferred" employer, but it will improve the City's competitiveness. The lack of a defined benefit retirement plan will continue to discourage many applicants. However, as we continue to enhance the entire menu of employee benefits and work policies, we will be better positioned to attract applicants and retain employees.

Attachments:

Eckrich Memorandum dated April 14th  
Proposed Re-Classification matrix  
Current City Compensation matrix  
Ten City Comparison

# Memorandum

## Department of Public Works



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

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

**DATE:** April 14, 2023

**RE:** Maintenance Worker Recruitment and Retention

As you know, over the last several weeks I have been working with the Superintendent of Street / Fleet Operations and the Human Resources Manager on a strategy to attract and retain Maintenance Workers. We currently have an approved staffing level of 22 Maintenance Workers / Senior Maintenance Workers, with twelve vacancies. The impact of these vacancies is significant in both reduced work output and morale. The Street Maintenance Division has had to discontinue important street maintenance operations which is directly leading to the degradation of our public infrastructure. Specific examples are as follows:

	<u>2019</u>	<u>2022</u>
Concrete Slab Replacement	155 slabs	0 slabs
Concrete Partial Depth Replacement	3,700 lineal feet	0 lineal feet
Curb Repair / Replacement	86 lineal feet	131 lineal feet
Asphalt Joint Repair	5,180 lineal feet	19,980 lineal feet
Tree Trimming	2 snow maps	2 snow maps

As you can see we are completing the work that absolutely needs to be done (snow removal, joint repair, curb repair/replacement, tree trimming for clearance) but we cannot complete the work that actually improves our infrastructure. The result is an increase from 120 slabs with a rating of four or below in 2019 to 688 slabs with a rating of four or below in 2023. The reduction of in-house street maintenance is the primary contributing factor to the degradation of our street infrastructure, demonstrated by our composite street rating falling from 8.23 in 2019 to 7.81 in 2023. Additionally, our reduced staffing levels will certainly have an impact on our ability to provide perform timely snow removal in the future. It is our collective opinion that if substantial changes are not made our staffing problems will continue and, in fact, will worsen through upcoming retirements of our most tenured employees.

Prior to introducing our recommendations, I believe it is imperative that I detail the background which has “gotten us where we are.” For years the City has made annual pay adjustments at or near the cost of living. The result is that pay ranges have fallen behind our peer cities who regularly provide employees with an increase that factors both cost-of-living and merit. This has left employees within the Street Maintenance Division feeling as if they are not being sufficiently compensated for their work and that they have only been able to “tread water” with the overall cost-of-living increases experienced throughout our country. These thoughts are frequently corroborated to their satisfaction when viewing pay and benefits offered by our competitors – specifically other cities in the area. The result is that those employees who do not have substantial tenure have chosen to leave our organization, generally for higher pay and/or a defined pension benefit elsewhere.

It is my professional opinion, as a person who has been a Director or City Administrator for the past twenty years, that we can only fix this problem by taking drastic action. Part of me would prefer to make a relatively simple recommendation such as an across-the-board pay increase and/or future separate cost-of-living AND merit-based increases. I know changes like that can be easier to implement and are more likely to be approved. That said, I am not confident that those types of changes will correct the problem, in part because the Street Maintenance Division employees are skeptical that future increases will actually be funded.

The City’s most vocal critics frequently state that “the City should be run more like a business.” I think that is a poor analogy in many ways, but in this case is actually applicable. When it comes to compensating our employees we need to think more like a business. If we were a business we would make every effort to attract new employees and retain our valued existing employees by ensuring our compensation is attractive when compared to our competitors. Quite frankly, when viewed through the prism of the typical Maintenance Worker – it is not. The specific reasons are as follows:

- Our starting compensation is below many of our competitors
- Future increases are dependent upon annual Council appropriation while other cities have defined pay plans which delineate annual step increases or, at least, annual cost-of-living increases in addition to the (understandably) more variable merit increases.
- Lack of a defined benefit pension
- High employee-paid healthcare premiums

Before delving into specific recommendations it is important to understand that in many ways the City has made dramatic improvements to employee benefits. These include providing leave to employees in their first year, adding the Juneteenth Holiday, and allowing limited work-from-home for some employee groups. The benefits above, including work-from-home, have really helped stabilize turnover in several areas of the City workforce. But the biggest change, limited work-from-home, has had no impact in the Street Maintenance Division because we simply cannot allow these workers to work from home.

Prior to making my recommendations, I want to be clear that I fully understand my role in the City of Chesterfield. As you know I am not, and never have been, solely a “Public Works Cheerleader.” I actively manage a large department in an effort to provide output that is valued by the Chesterfield community. I make every effort to treat employees fairly while weighing the services we are hired to provide and the cost to provide those services. In this case I am viewing this problem, and the proposed solutions, with the sole purpose of attracting and retaining employees to provide the services desired by our residents. I am not being dramatic when I state that if changes are not made we will eventually have to consider large-scale modifications to the Street Maintenance Division as we will eventually not have a sufficient number employees to provide the street maintenance services we have historically performed.

Below is a bullet-point summary of the changes we propose. These have been generated through multiple discussions with the Human Resources Manager, the Superintendent of Street and Fleet Maintenance, and me. Please consider this my request to work directly with you and the Finance Director to review our recommendations.

- Implement an employee referral program whereby we can financially incentivize existing employees to recommend new hires
- Reduce the probationary period from one year to six months.
- Formally consider a defined benefit pension plan such as Missouri Lagers, including obtaining and updated Actuarial Valuation
- Perform a comprehensive review of the City’s healthcare benefits, concentrating on the employee-paid premiums.
- Consider the implementation of a step pay plan or a large-scale reclassification of the building / street / fleet maintenance positions.

Thank you for the opportunity to submit this memorandum. I truly appreciate your willingness to consider these changes. Should you wish to discuss further, please let me know.

Proposed re-classification

JOB TITLE	GRADE	MIN	MAX
Building Attendant	D	\$40,105	\$52,136
Building Attendant <i>(CURRENTLY MODELED)</i>	E	\$43,313	\$56,307
Maintenance Worker (Parks\Street)	E	\$43,313	\$56,307
Maintenance Worker (Parks\Street)	F	\$46,778	\$60,812
Senior Maintenance Worker (Parks\Street)	F4	\$48,649	\$63,244
Senior Maintenance Worker (Parks\Street)	G	\$50,521	\$65,677
Building Maintenance Technician	G4	\$52,541	\$68,304
Building Maintenance Technician	H4	\$56,745	\$73,768
Fleet Maintenance Mechanic	G4	\$52,541	\$68,304
Fleet Maintenance Mechanic	H4	\$56,745	\$73,768
Crew Leader	H	\$54,562	\$70,931
Crew Leader	H4	\$56,745	\$73,768
Fleet Maintenance Team Leader	I	\$58,927	\$76,605
Fleet Maintenance Team Leader	I4	\$61,284	\$79,670
Assistant Building Maintenance Supervisor	I4	\$61,284	\$79,670
Assistant Building Maintenance Supervisor	J	\$63,641	\$82,734
Maintenance Supervisor (Parks\Street)	I4	\$61,284	\$79,670
Maintenance Supervisor (Parks\Street)	J	\$63,641	\$82,734
Fleet Maintenance Supervisor	J4	\$66,187	\$86,043
Fleet Maintenance Supervisor	K	\$68,733	\$89,353



**2023 WAGE CLASSIFICATION RANGES**

<b>Pay Grade</b>	<b>Minimum</b>	<b>Median</b>	<b>Maximum</b>	<b>Spread</b>	<b>Increment</b>
A	\$31,837	\$36,612	\$41,388	30%	4%
A4	\$33,110	\$38,077	\$43,043	30%	4%
B	\$34,383	\$39,541	\$44,699	30%	4%
B4	\$35,759	\$41,123	\$46,486	30%	4%
C	\$37,134	\$42,704	\$48,274	30%	4%
C4	\$38,620	\$44,412	\$50,205	30%	4%
D	\$40,105	\$46,121	\$52,136	30%	4%
D4	\$41,709	\$47,965	\$54,222	30%	4%
E	\$43,313	\$49,810	\$56,307	30%	4%
E4	\$45,046	\$51,803	\$58,560	30%	4%
F	\$46,778	\$53,795	\$60,812	30%	4%
F4	\$48,649	\$55,947	\$63,244	30%	4%
G	\$50,521	\$58,099	\$65,677	30%	4%
G4	\$52,541	\$60,423	\$68,304	30%	4%
H	\$54,562	\$62,747	\$70,931	30%	4%
H4	\$56,745	\$65,256	\$73,768	30%	4%
I	\$58,927	\$67,766	\$76,605	30%	4%
I4	\$61,284	\$70,477	\$79,670	30%	4%
J	\$63,641	\$73,188	\$82,734	30%	4%
J4	\$66,187	\$76,115	\$86,043	30%	4%
K	\$68,733	\$79,043	\$89,353	30%	4%
K4	\$71,482	\$82,204	\$92,927	30%	4%
L	\$74,231	\$85,366	\$96,501	30%	4%
L4	\$77,201	\$88,781	\$100,361	30%	4%
M	\$80,170	\$92,195	\$104,221	30%	4%
M4	\$83,377	\$95,883	\$108,390	30%	4%
N	\$86,583	\$99,571	\$112,558	30%	4%
N4	\$90,047	\$103,554	\$117,061	30%	4%
O	\$93,510	\$107,537	\$121,563	30%	4%
O4	\$97,251	\$111,838	\$126,426	30%	4%
P	\$100,991	\$116,140	\$131,288	30%	4%
P4	\$105,031	\$120,785	\$136,540	30%	4%
Q	\$109,070	\$125,431	\$141,791	30%	4%
Q4	\$113,433	\$130,448	\$147,463	30%	4%
R	\$117,796	\$135,465	\$153,135	30%	4%
R4	\$122,508	\$140,884	\$159,260	30%	4%
S	\$127,219	\$146,302	\$165,385	30%	4%
S4	\$132,308	\$152,154	\$172,001	30%	4%
T	\$137,397	\$158,007	\$178,616	30%	4%
T4	\$142,893	\$164,327	\$185,761	30%	4%
U	\$148,389	\$170,647	\$192,905	30%	4%
U4	\$154,324	\$177,473	\$200,622	30%	4%
V	\$160,260	\$184,299	\$208,338	30%	4%
V4	\$166,670	\$191,671	\$216,671	30%	4%
W	\$173,081	\$199,043	\$225,005	30%	4%
W4	\$180,004	\$207,005	\$234,005	30%	4%
<b>Lieutenant Captain Chief</b>	\$94,236	\$106,015	\$117,795		
	\$104,550	\$120,233	\$135,915		
	\$118,041	\$139,288	\$160,535		

2023 APPROVED JOB CLASSIFICATION MATRIX					
JOB TITLE	GRADE	MIN	MIDPOINT	MAX	Spread
Customer Service Representative	C	\$37,134	\$42,704	\$48,274	30%
Court Clerk	D	\$40,105	\$46,121	\$52,136	30%
Building Attendant	D	\$40,105	\$46,121	\$52,136	30%
Parks Facility Attendant	D	\$40,105	\$46,121	\$52,136	30%
Records Clerk	D	\$40,105	\$46,121	\$52,136	30%
Recreation Aide	D	\$40,105	\$46,121	\$52,136	30%
Investigative Support Specialist	D4	\$41,709	\$47,965	\$54,222	30%
Assistant Court Administrator	E	\$43,313	\$49,810	\$56,307	30%
Command Staff Coordinator	E	\$43,313	\$49,810	\$56,307	30%
Executive Assistant	E	\$43,313	\$49,810	\$56,307	30%
Forestry Technician	E	\$43,313	\$49,810	\$56,307	30%
Maintenance Worker (Parks\Street)	E	\$43,313	\$49,810	\$56,307	30%
Planning Technician	E4	\$45,046	\$51,803	\$58,560	30%
Accounting Clerk	F	\$46,778	\$53,795	\$60,812	30%
Business Assistance Coordinator	F	\$46,778	\$53,795	\$60,812	30%
Records Clerk Supervisor	F	\$46,778	\$53,795	\$60,812	30%
Recreation Specialist	F	\$46,778	\$53,795	\$60,812	30%
Code Enforcement Inspector	F4	\$48,649	\$55,947	\$63,244	30%
Compliance & Accreditation Manager	F4	\$48,649	\$55,947	\$63,244	30%
Human Resource Generalist	F4	\$48,649	\$55,947	\$63,244	30%
Information Technology Technician	F4	\$48,649	\$55,947	\$63,244	30%
Senior Maintenance Worker (Parks\Street)	F4	\$48,649	\$55,947	\$63,244	30%
Senior Recreation Specialist	G	\$50,521	\$58,099	\$65,677	30%
Building Maintenance Technician	G4	\$52,541	\$60,423	\$68,304	30%
Fleet Maintenance Mechanic	G4	\$52,541	\$60,423	\$68,304	30%
Communication Specialist	H	\$54,562	\$62,747	\$70,931	30%
Crew Leader	H	\$54,562	\$62,747	\$70,931	30%
GIS Analyst - CAD Tech	H	\$54,562	\$62,747	\$70,931	30%
Senior Engineering Const. Inspect	H	\$54,562	\$62,747	\$70,931	30%
Asst to CA/Deputy City Clerk	H4	\$56,745	\$65,256	\$73,768	30%
Fleet Maintenance Team Leader	I	\$58,927	\$67,766	\$76,605	30%
Lead GIS Analyst - CAD Tech.	I	\$58,927	\$67,766	\$76,605	30%
Office Manager	I	\$58,927	\$67,766	\$76,605	30%
Recreation Manager	I	\$58,927	\$67,766	\$76,605	30%
Assistant Building Maintenance Supervisor	I4	\$61,284	\$70,477	\$79,670	30%
City Arborist/Urban Forester	I4	\$61,284	\$73,541	\$85,798	40%
Maintenance Supervisor (Parks\Street)	I4	\$61,284	\$70,477	\$79,670	30%
Project Planner	I4	\$61,284	\$70,477	\$79,670	30%
Senior Accountant	I4	\$61,284	\$70,477	\$79,670	30%
Fleet Maintenance Supervisor	J4	\$66,187	\$76,115	\$86,043	30%
Court Administrator	K	\$68,733	\$79,043	\$89,353	30%
Building Maintenance Supervisor	L	\$74,231	\$89,078	\$103,924	40%
GIS Administrator	L	\$74,231	\$85,366	\$96,501	30%
Technical Operations Administrator	L	\$74,231	\$85,366	\$96,501	30%
Asst. City Administrator	L	\$74,231	\$89,078	\$103,924	40%
Civil Engineer	L4	\$77,201	\$88,781	\$100,361	30%
Project Manager	L4	\$77,201	\$88,781	\$100,361	30%
Senior Planner	L4	\$77,201	\$88,781	\$100,361	30%
Application\Web Developer	M	\$80,170	\$92,195	\$104,221	30%
City Clerk	M	\$80,170	\$96,204	\$112,238	40%
Superintendent - Arts & Entertainment	M4	\$83,377	\$100,052	\$116,727	40%
Assistant Finance Director	M4	\$83,377	\$100,052	\$116,727	40%
Assistant City Planner	M4	\$83,377	\$100,052	\$116,727	40%
Superintendent - Parks Maintenance	M4	\$83,377	\$100,052	\$116,727	40%
Superintendent - Recreation Operations	M4	\$83,377	\$100,052	\$116,727	40%
Superintendent of Sports & Wellness	M4	\$83,377	\$100,052	\$116,727	40%
Superintendent - Street & Fleet Operations	M4	\$83,377	\$100,052	\$116,727	40%
Human Resource Manager	M4	\$83,377	\$100,052	\$116,727	40%
Senior Civil Engineer	N	\$86,583	\$99,571	\$112,558	30%
Assistant City Engineer	O	\$93,510	\$112,212	\$130,914	40%
IT Director	P4	\$105,031	\$126,037	\$147,043	40%
Finance Director	P4	\$105,031	\$126,037	\$147,043	40%
Director of Parks, Recreation & Arts	P4	\$105,031	\$126,037	\$147,043	40%
Director of Planning	P4	\$105,031	\$126,037	\$147,043	40%
Director of Public Works - City Engineer	P4	\$105,031	\$126,037	\$147,043	40%
City Administrator	V4	\$166,670	\$191,671	\$216,671	30%
Lieutenant		\$94,236	\$106,015	\$117,795	
Captain		\$104,550	\$120,233	\$135,915	
Chief		\$118,041	\$139,288	\$160,535	

	Minimum	Midpoint	Maximum		
St. Peters	\$52,874	\$60,176	\$67,478	28%	Lagers
Des Peres	\$50,892	\$59,268	\$67,644	33%	
Frontenac	\$50,516	\$60,620	\$70,723	40%	Lagers
Maryland Heights	\$48,951	\$52,254	\$55,557	13%	Lagers
St. Charles (City)	\$44,791	\$58,197	\$71,604	60%	Lagers
Ellisville	\$44,000	\$53,000	\$62,000	41%	Lagers
O'Fallon	\$43,550	\$54,442	\$65,333	50%	Lagers
Manchester	\$43,430	\$50,898	\$58,365	34%	Lagers
Ballwin	\$43,253	\$50,758	\$58,262	35%	Lagers
Creve Coeur	\$43,219	\$51,843	\$60,466	40%	Lagers

High	\$52,874	\$60,620	\$71,604	60%
Median	\$44,395	\$53,721	\$63,666	37%
Average	\$46,548	\$55,145	\$63,743	37%
Low	\$43,219	\$50,758	\$55,557	13%

Chesterfield	\$43,313	\$49,810	\$56,307	30%
Delta High	(\$9,561)	(\$10,810)	(\$15,297)	-30%
Delta Median	(\$1,082)	(\$3,911)	(\$7,359)	-7%
Delta Average	(\$3,235)	(\$5,335)	(\$7,436)	-7%
Delta Low	\$94	(\$948)	\$750	17%

Average + 5%	\$48,875	\$63,538
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Mike Geisel

City Administrator  
*Mike Geisel*



690 Chesterfield Pkwy W

Chesterfield MO 63017

Phone 636-537-4711

Fax 636-537-4798

## OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor & City Council

Date: June 20<sup>th</sup>, 2023

RE: Parental Leave

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As directed by City Council communicated through the adopted Strategic Plan, and as has become essential to employee recruitment and retention, Executive Staff has actively sought to identify issues of importance to our labor market. Parental leave has surfaced as a distinguishing essential employee benefit for employees and candidates. This benefit is being adopted rapidly in both the private and public sectors. As such, we have conducted significant research and have drafted a proposed parental leave policy that I recommend City Council review and consider for adoption.

### Policy:

As drafted, the policy would provide eligible employees up to 240 hours of paid Parental Leave. The leave must be used within 6 months of the birth of an infant or placement of a child. The 240 hours of Parental Leave may be used only once per child event. In other words, the number of children born, adopted, or placed during a single event does not increase the leave allowance. Unused parental leave is forfeited 6 months from the date of the birth/placement. Unused parental leave is not compensable if an employee separates from employment. If a City holiday occurs while an employee is on parental leave, that day will be paid as a holiday and the parental leave allowance will not be extended.

### Background:

The City's current policy as it pertains to parental leave is significantly behind the private sector and increasingly so in the public sector. Over the recent past, the City of Chesterfield has experienced unprecedented employee turnover and ineffective recruitment. Chesterfield's labor experience is not unique due to a shrinking labor force, increased childcare expenses, and cultural changes in the workforce. Competitive employers have taken aggressive steps to improve compensation and

benefits. In the high-demand labor market for skilled public sector workers, Chesterfield must continue to evaluate current work rules and policies to remain competitive. Parental leave is one of several personnel related issues to be considered.

The purpose of this policy is to give parents additional flexibility and time to bond with their new child while adjusting to a changing family situation. While such paid leave is not required by law, family-friendly policies are essential to cultivating an atmosphere where employees can thrive professionally without sacrificing essential family obligations. Maternity/Paternity/Adoption/Foster Leave under this policy is a paid leave associated with the birth of an employee's own child or the placement of a child with the employee in connection with adoption or foster care.

In contrast, Chesterfield staff who take parental leave must file for FMLA and use banked vacation and sick leave for pay. Currently, and as occurs routinely, low tenured employees who experienced the birth of a child, took FMLA for parental leave and exhausted their accrued vacation and sick leave within weeks of the birth of their child causing them to be on unpaid leave for an extended period of time. Those same employees have expressed how difficult it is to regain the sick and vacation leave following the birth of their child due to various childcare responsibilities. Even more concerning, are those situations where an employee experiences the birth of a child, consumes all of their accrued leave and then elects not to return to work in order to continue to care for their child.

The City of Chesterfield requires that when FMLA leave is utilized, that it be taken concurrently with any employee accrued sick and vacation leave. In this manner, the City is best positioned to minimize extended absences. The Family Medical Leave Act (FMLA) already require employers to provide up to 12 weeks of unpaid leave for qualifying life events, including the birth or adoption of a child.

Our Parental Leave policy is proposed to run concurrently with Family and Medical Leave Act (FMLA) leave. The employee will be required to obtain a physician's certification of the qualifying FMLA event to be eligible for the parental leave benefit.

Paid parental leave has been shown to lead to significant savings for employers, primarily by reducing employee turnover and boosting worker retention. Research has shown that access to paid parental leave reduces the likelihood of new parents leaving the labor force by 20%.<sup>1</sup> Rehiring and training a replacement represents a

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<sup>1</sup> Jones, K., & Wilcher, B. (2019). Reducing maternal labor market detachment: A role for paid family leave. American University Working Paper Series

significant cost to employers and is estimated to cost approximately 21% of a lost employee's annual salary.<sup>2</sup>

Paid parental leave increases productivity and has little impact on daily operations. Research has shown that work-family benefits attract a higher quality workforce and reduce absenteeism and tardiness among workers, thereby increasing overall productivity.<sup>3</sup> Further, 87% of employers in California reported a positive effect or no noticeable effect on business operations due to paid parental leave and 91% report a positive effect or no noticeable effect on business profitability and performance upon instituting parental leave.<sup>4</sup>

Attachments: Parental Leave Policy

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<sup>2</sup> Boushey, H., & Glynn, S. J. (2012). There are significant business costs to replacing employees. Center for American Progress, 16, 1-9.

<sup>3</sup> Meyer, Christine Siegwarth, Swati Mukerjee, and Ann Sestero. "Work-family benefits: which ones maximize profits?." Journal of managerial Issues (2001): 28-44.

<sup>4</sup> Appelbaum, E., and R. Milkman. "Employer and worker experiences with paid family leave in California." Leaves That Pay (2011): 1-32.

# PARENTAL LEAVE

## Policy Statement

The purpose of this policy is to give employee parents additional flexibility and time to bond with their new child while adjusting to a changing family situation. While such paid leave is not required by law, family-friendly policies are essential to cultivating an atmosphere where employees can thrive professionally without sacrificing essential family obligations. Leave under this policy is paid leave associated with the birth of an employee's own child or the placement of a child with the employee in connection with surrogates, adoption, or foster care. Such paid leave under this policy will not be charged against the employee's other paid leave benefits, however, Paid Parental Leave and FMLA Leave will run concurrently.

## Eligibility

In order to qualify for leave under this policy, an employee must satisfy the requirements of both employee and event eligibility.

Eligible employees must meet the following criteria:

1. Must be a full-time employee with at least one-year (1) of continuous service at the time of the eligible event; and
2. The employee becomes the parent of a child who resides in the same household due to an eligible birth, adoption, or foster parent event.

The following eligible events qualify for Parental Leave under this policy:

1. The eligible employee gives birth to a child;
2. The birth of a child who resides in the same household, for whom the eligible employee is the mother or father of the child;
3. The placement of a child of twelve (12) years of age or younger through adoption or foster care. Only a new placement will qualify as an eligible event. Prior foster care placement or adoption will not be an eligible event.
4. Event must be FMLA certified.
5. Special circumstances which may be individually authorized and approved by the City Administrator, such as: An event where an eligible

employee assumes legal custody and responsibility for a familial child or children due to death or incapacitation of their parents.

## Parental Leave Time

Parental Leave shall not exceed two-hundred forty hours (240) per qualifying event.

Parental Leave described in this policy shall be available for a 6-month period following the birth or adoption of a child.

Employees are eligible for up to 240 hours of Parental Leave in a rolling 12-month period. In the event one or more children are born, adopted, or fostered the amount of Parental Leave will not be adjusted.

In the event the parents involved in a qualifying event are both employees of the City; the total amount of parental leave authorized for the event, not more than 240 hours, shall be shared between the employee parents. The amount of parental leave apportioned between the employee parents is to be solely determined by the parent employees involved and can be shared in any proportion.

If the Parental Leave is to be shared between two parent employees:

1. The employees must provide a coordinated four-week advance schedule submitted on behalf of both employees utilizing Parental Leave. Schedule may be waived for the first two weeks of Parental Leave in such instances where the onset of the Parental Leave is indeterminate.

Parental Leave may be used intermittently during the 6-month period, but leave must be used in minimum one-week increments (Sunday 12:01 am thru Saturday 12:00 am Midnight) for ease of scheduling and tracking purposes.

1. If used intermittently, employee must provide a minimum four-week advance schedule. Schedule may be waived for the first two weeks of Parental Leave in such instances where the onset of the Parental Leave is indeterminate.

## Employee Responsibilities

Employee responsibilities include the following:

1. An eligible employee shall initially notify their supervisor of the need for Parental Leave and include the estimated timing of such leave at least thirty (30) calendar days in advance of the anticipated onset of the Parental Leave. If



the need for Parental Leave is not foreseeable, an eligible employee must give notice of the need to their supervisor as soon as practicable. Notice shall be provided in writing, on forms available by the City.

- a. The employee(s) shall make written their request for parental leave on the appropriate form as made available by the City and as approved by the Department Head. Copies of the approved forms shall be provided to the Finance Director and Manager of Human Resources.
- b. FMLA certification. The employee is required to provide the necessary FMLA documentation from the physician or agency with an estimated due date.
- c. Official court documents providing the date of adoption or placement must be provided.
- c. Once the two-hundred forty hours (240) of Parental Leave has been exhausted, employees may request continued leave covered under other policies as applicable and in accordance with all other City policies.
- d. Upon termination or resignation of employment, the employee shall not be eligible for payment of any unused Parental Leave.
- e. Employees on Parental Leave may not be otherwise employed, work secondary employment, be contracted for work or services, or otherwise perform compensated activities outside of their scope of work for the City of Chesterfield. Exceptions may be made only in the event of a court subpoena, natural disaster response, or in limited emergency situations where the employee's absence would significantly impair the City's ability to successfully respond to a natural disaster or other emergency occurrence.
- f. Disciplinary action, up to and including termination, may be taken against an employee who uses Parental Leave for purposes other than those described in this policy.

Mike Geisel  
City Administrator



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Chesterfield MO 63017  
Phone 636-537-4711  
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## OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor & City Council (F&A Committee)

Date: 6/20/2023

RE: Other Employee Policies and Practices

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The labor market has evolved and become difficult to identify, attract, and recruit new qualified employee candidates. One of the recommended practices necessary to improve employee recruitment and retention, is simply to initiate an employee referral program.

Reduce employee probation period from one year, to six months.

While this may seem to be a minor change, it has fairly dramatic implications for new or promoted employees, as well as managers.

For any candidate, a one-year probationary period, which limits employee rights, is a daunting and intimidating job condition. More importantly, it is no longer a competitive work condition. Each of our managers are capable and confident of determining whether or not they desire to terminate a probationary employee's employment at six months. In fact, the one-year probationary period has, in some cases, caused managers to defer such decisions early, in hopes that additional time will cause a change in employee behavior. It rarely improves, and often worsens.

Secondarily, the impact of a one-year probation is significant for employees when awarding annual merit increases. It has long been a significant issue for probationary employees who were hired at the bottom of the compensation scale, to not receive any increase when the compensation plan is adjusted annually, and the City hires new employees in at a salary higher than they are receiving with a year's tenure. While not curing the underlying issue, it reduces the number of occurrences and shortens the tenure conflict by six months.

Initiate an employee referral & retention incentive program.

If a candidate for any position within the City is referred by a current City employee, the employee will be eligible for referral compensation at three levels.

## Other Employee Benefits and Policies

June 20<sup>th</sup>, 2023

Page 2

The employee who referred the candidate, would receive up to \$3,500, as follows:

\$1,000	1/3 <sup>rd</sup> after new employee's first year anniversary
\$1,200	1/3 <sup>rd</sup> after new employee's second year anniversary
\$1,300	1/3 <sup>rd</sup> after new employee's third year anniversary

Unlike many employee referral programs, this structure rewards longer term commitments. By linking the incentive to a three-year retention, new employees have a financial incentive to continue their employment, as they can realize the value of the City's 401 retirement contribution and recognize that they are within reach of full vesting.

After completion of the employee's third year, they have a significant financial investment that has accrued due to the City's 8% contribution to their defined contribution retirement plan. As you know, the City has a five-year cliff vesting schedule. If an employee leaves the City prior to completing their fifth year of employment, they forfeit 100% of those City contributions to the 401 retirement program. After only three years, this amounts to more than \$12,000 if hired at the initial minimum.

An additional benefit to the referral and retention incentive program is employee "buy in". Not only will an existing employee benefit financially by directing candidates to the City of Chesterfield, but they become part of the recruitment process. When referring friends or family, the existing employee associates themselves with and are being an ambassador for the City of Chesterfield. They assume a degree of personal responsibility for their candidate and have a stake in creating a positive, supportive environment. The cost of recruitment, interviewing, hiring, training, and retention can be very costly. In essence, this practice results in no direct budgetary impact. Employ incentive payments only result if there are position vacancies, which result in amounts more than sufficient to compensate the referral payments.

Obtain updated actuarial evaluation for LAGERS

While it is clearly understood that there is no appetite by Council to consider a defined benefit pension plan, it is very important that we obtain an updated actuarial study such that the City is be able to communicate the actual required premiums and benefits derived from LAGERS, versus speculation with current workforce. Estimated cost \$2,500

Executive Staff Committee to Evaluate and make recommendations regarding Health care premium tiers and distribution

- City contribution versus Employee Contribution
- Survey employees to determine efficacy of multi-tiered premiums.

# 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:** May 30, 2023

**RE:** Strategic Plan Surveys

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As you know, in early 2023 City Council adopted the City of Chesterfield Strategic Plan. The Strategic Plan includes a number of goals, with measurable action items necessary to attain those goals. Included in the action items within the Strategic Plan are 13 surveys, broken down as follows:

- Resident Satisfaction with City Services
- Resident Satisfaction with Online Problem Reporting System
- Resident Satisfaction with City Communications
- Resident Satisfaction with Police Services
- Resident Satisfaction with Community Safety
- Resident Satisfaction with Streets and Sidewalks
- Resident Satisfaction with Parks and Recreation Services – General
- Resident Satisfaction with CVAC
- Resident Satisfaction with Central Park
- Resident Satisfaction with Aquatic Center
- Resident Satisfaction with Bicycle and Pedestrian Facilities
- Employee Satisfaction – General
- Local Business Satisfaction Survey – Purpose to Attract and Retain

The City's Executive Staff has discussed the Strategic Plan and agreed that these surveys should be comprehensively conducted by an outside consultant. There are three primary reasons for this recommendation:

- 1) The wording of surveys is critically important to ensure the answers obtained provide the desired information.
- 2) The use of an outside consultant helps to remove bias in the manner the questions are asked and ensure objectivity.
- 3) Firms that provide this service can guide us to questions that will allow us to benchmark the results against similar data obtained from other agencies.

Once we determined that the surveys should be conducted by a consulting firm I researched surveys and related analytics and found two companies capable of providing this service. After reviewing proposals from both companies I have determined that the firm most capable of providing the desired survey services to the City of Chesterfield is ETC Institute out of Olathe, Kansas. ETC provides these services nationwide and is positively recommended by the City's Director of Parks, Recreation, and Arts. Once ETC was chosen I negotiated the attached scope and fee, with a not-to-exceed cost of \$66,000. This includes four surveys, broken down as follows:

- 1) Community / Police Services Survey
- 2) Employee Survey
- 3) Parks and Recreation Survey
- 4) Business Survey

If a contract with ETC is approved, they will begin by creating the Community / Police Services Survey and the Employee Survey concurrently. Those surveys would be completed in 2023. The remaining two surveys would be conducted in 2024 after the completion of the Community / Police Services Survey. As detailed in their proposal, ETC will not only work with the City to create the surveys, they will conduct the surveys and provide a benchmarking analysis including an interactive data dashboard.

Obtaining accurate and useful survey data is a critical step in our incorporation of the City's Strategic Plan and will help ensure the services we provide, at the level we provide them, are valued by the residents of the City of Chesterfield.

**Action Recommended**

This matter should be forwarded to the Finance and Administration Committee of City Council. Should F&A concur with Staff's recommendation, it should authorize the City Administrator to execute an Agreement with ETC Institute for survey and analytics services in an amount not to exceed \$66,000. This will require a Budget Amendment from General Fund – Fund Reserves OR approval of incorporation into the City's ARPA projects.

Should F&A or City Council determine that the City should not pursue these surveys, they should be stricken from the Strategic Plan.

Concurrence:   
Jeannette Kelly, Finance Director

Please forward to the Finance and Administration Committee for consideration and recommendation.



Marketing Research, Demography, Statistical Applications  
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May 31, 2023

Mr. Jim Eckrich, P.E.  
Director of Public Works/City Engineer  
City of Chesterfield  
690 Chesterfield Parkway W  
Chesterfield, MO 63017  
Office: (636) 537-4764

Subject: Proposal provide data analytics services for the City of Chesterfield

Dear Mr. Eckrich:

ETC Institute is pleased to submit a scope of work and fees to provide a package of data analytics services for the period of 2023-2024 for the City of Chesterfield. This includes a parks and recreation survey, an employee survey, a community survey, and a business survey, as well as the development and use of an interactive data dashboard system. This proposal is organized into five sections.

**Section 1: Scope of Services – Parks and Recreation Survey:**

**Task 1: Design the Survey and Prepare the Sampling Plan.** Task 1 will include the following services:

- ETC will work with City staff to develop the content of the survey. Although ETC Institute will tailor the survey to the City's needs, our firm will provide sample questions from other communities to make the development of the survey instrument as easy as possible. It is anticipated that 3-4 drafts of the survey will be prepared before the survey is approved by the City. The survey will be up to 6 pages in length.
- Participating in meetings by phone to develop the survey.
- Conducting a pilot test of the survey. Based on the results of the pilot test, ETC Institute will recommend changes (if needed) to the survey.
- Selecting a random sample of residents to be contacted for the survey. The sample will be address-based.

Deliverable Task 1. ETC Institute will provide a copy of approved survey instrument.

**Task 2: Administer the Survey.** Task 2 will include the following services:

- ETC Institute will administer the survey by a combination of mail, and internet.
- ETC Institute will mail the survey and a cover letter (on City letterhead) to a random sample of households in the City. Only one survey per household will be sent. Postage-paid envelopes will be provided by ETC Institute for each respondent. The City will provide a cover letter for the mailed survey. The cover letter will contain a link to an online version of the survey. Residents who receive the survey will have the option of returning the printed survey by mail or completing it on-line.
- Approximately 7-10 days after the surveys are mailed, ETC Institute will follow-up via a variety of methods as necessary, including e-mail, post card, phone or texts with households that received a mailed survey.
- ETC Institute will conduct follow-up efforts until a minimum of 400 surveys are completed. The outcome for a random sample of 400 completed surveys will provide results that have a precision of at least +/- 5% at the 95% level of confidence. The results would be statistically valid City-wide.
- ETC Institute will monitor the distribution of the sample to ensure that the sample reasonably reflects the demographic composition of the City with regard to age, geographic dispersion, gender, race/ethnicity and other factors.

Deliverable Task 2. ETC Institute will provide a copy of the overall results for each question on the survey.

**Task 3: Analysis and Final Report.** ETC Institute will submit a final report to the City. At a minimum, this report will include the following items:

- Formal report that includes an executive summary of the survey methodology and a description of major findings.
- Charts and graphs that show the overall results of each question on the survey.
- Benchmarking analysis showing how the City compares to residents in other communities.

- Priority Investment Ratings (PIR) that will identify the parks and recreation facilities, amenities, and programs that will have the greatest impact on the largest number of households.
- Tabular data that shows the results for each question on the survey, including open ended questions.
- Crosstabulations of the survey results by key demographic variables.
- A copy of the survey instrument.

Deliverable Task 3: ETC Institute will submit a final report in an electronic format. ETC Institute can also provide the raw data in an Excel database, or other format as requested by the City. If requested by the City, ETC Institute will provide a presentation of the key report findings from the parks and recreation survey.

### ***Project Schedule***

Listed below is ETC Institute’s typical timeline for administering a parks and recreation survey. The survey will be conducted in 2023. We are available to start at a date most convenient for the City.

- **Month 1**  
Design survey instrument  
Finalize sampling plan
- **Month 2-3**  
Administer the survey
- **Month 4**  
Draft Report Submitted for review  
Prepare and Deliver the Final Report

### **Section 2: Scope of Services – Employee Survey**

**Task 1: Design the Survey.** Task 1 will include the following services:

- ETC will work with City staff to develop the content of the survey. Although ETC Institute will tailor the survey to the City’s needs, our firm will provide sample questions from other communities, and will work with the City’s executive staff to make the development of the survey instrument as easy as



possible. It is anticipated that 3-4 drafts of the survey will be prepared before the survey is approved by the City.

- Participating in meetings by phone to develop the survey.
- Conducting an internal pilot test of the survey to ensure the questions are understood by employees. Based on the results of the pilot test, ETC Institute will recommend changes (if needed) to the survey.
- Setting up an online survey with a link that can be emailed to all City employees.
- Helping the City craft an introduction letter that is sent to each employee to explain the importance and purpose of the survey.

Deliverable Task 1. ETC Institute will provide a copy of approved survey instrument.

**Task 2: Administer the Survey.** Task 2 will include the following services:

- ETC Institute will administer the survey by email. It is anticipated that all of the surveys will be completed online. The survey will not exceed 5-6 pages in length
- ETC Institute will build a secure website with an online survey for employees which can be taken at work or at home.
- ETC Institute or the City will email a link to the survey out to all employees with a City email address. The City sending the email instead of ETC Institute will greatly increase the participation of employees and should help maximize the response rate. Reminder emails during the data collection period sent by the City will also help to maximize the response rate. ETC Institute will monitor the distribution of completed surveys to target lower responding departments.
- ETC Institute will provide online and telephone support for any issues completing the survey.
- ETC Institute will do everything possible to maximize our response rate and collect as many surveys as possible. All City employees will have the

opportunity to take the survey online. It is anticipated that we will receive a response rate of 30%-40%, but this could be much higher depending on the outreach and assistance provided by the City.

Deliverable Task 2. ETC Institute will provide a copy of the overall results for each question on the survey.

**Task 3: Analysis and Final Report.** ETC Institute will submit a final report to the City. At a minimum, this report will include the following items:

- Formal report that includes an executive summary of the survey methodology and a description of major findings.
- Charts and graphs that show the overall results of each question on the survey.
- Importance-Agreement Analysis that will identify the areas where the greatest opportunities exist to enhance overall satisfaction with employment at the City.
- Tabular data that shows the results for each question on the survey, including open ended questions.
- A copy of the survey instrument

Deliverable Task 3: ETC Institute will submit the draft final report in an electronic format and 5 hard copies of the final report. ETC Institute will also provide the raw data in an Excel database, or other format as requested by the City.

### ***Project Schedule***

Listed below is ETC Institute's typical timeline for administering an employee survey, which will be conducted in 2023. Since the surveys will be administered entirely in-house, the completion date for the project is completely within our control. We are available to start at a date most convenient for the City.

- **Month 1** - Design survey instrument, Finalize sampling plan
- **Month 2** - Administer the survey
- **Month 3** – Submit draft report for review, Prepare and Deliver the Final Report

### **Section 3: Scope of Services – Community/Police Services Survey:**

**Task 1: Design the Survey and Prepare the Sampling Plan.** Task 1 will include the following services:

- Participating in meetings by phone to develop the survey.
- Conducting a pilot test of the survey to ensure the questions are understood by residents. Based on the results of the pilot test, ETC will recommend changes (if needed) to the survey.
- Selecting a random sample of residents to be contacted for the survey. The sample will be address-based.

Deliverable Task 1. ETC Institute will provide a copy of the approved survey instrument.

**Task 2: Administer the Survey.** Task 2 will include the following services:

- ETC Institute will administer the survey by a combination of mail, Internet and phone. This involves the administration of a 15-minute survey, which would not exceed 5-6 pages in length.
- ETC Institute will mail the survey and a cover letter (on City letterhead) to a random sample of households in the City. Residents who receive the survey will have the option of returning the printed survey by phone or completing it on-line. Households that do not respond within 10 days may be contacted by phone, text message, postcard, e-mail or Facebook ads.
- ETC Institute will conduct follow-up efforts until a minimum of 400 surveys are completed. The outcome for a random sample of 400 completed surveys will provide results that have a precision of at least +/- 5% at the 95% level of confidence. The results would be statistically valid City-wide.
- ETC Institute will monitor the distribution of the sample to ensure that the sample reasonably reflects the demographic composition of the City with regard to age, geographic dispersion, gender, ethnicity and other factors.

Deliverable Task 2. ETC Institute will provide a copy of the overall results for each question on the survey.

**Task 3: Analysis and Final Report.** ETC Institute will submit a final report to the City. At a minimum, this report will include the following items:

- Formal report that includes an executive summary of survey methodology, a description of major findings, and charts that show the overall results of each question on the survey
- A copy of the survey instrument
- Benchmarking analysis that shows how the results for the City compared to national and regional norms
- Importance-Satisfaction/Quadrant Analysis that will identify the areas where the greatest opportunities exist to enhance overall satisfaction with City services.
- GIS maps that show geocoded survey results for selected questions on the survey.
- Crosstabulations that show the results for different segments of the City's population (by age, income, race, gender, years of residency, etc.).

Deliverable Task 3: ETC will submit the draft final report and the final report in an electronic format. ETC will also make a presentation to City officials on the results of the Community Police Services survey results if desired by the City.

## **Project Schedule**

The Community/Police Services survey will be conducted for the City of Chesterfield in 2024. The schedule below is based on ETC Institute's typical timeframe for administering a community survey.

A preliminary schedule is provided below. We can adjust the schedule to meet your needs.

### Month 1

Design Survey Instrument

### Month 2-3

Administer Survey; provide the overall results to the City

### Month 4

Prepare and Deliver the Final Report

#### **Section 4: Scope of Services – Business Survey:**

**Task 1: Design the Survey and Prepare the Sampling Plan.** Task 1 will include the following services:

- Working with City staff to develop the content of the survey. Although ETC Institute will tailor the survey to the City's needs, our firm will provide sample questions from other communities to make the development of the survey instrument as easy as possible. It is anticipated that 3-4 drafts of the survey will be prepared before the survey is approved by the City. The survey will be 4-5 pages in length.
- Participating in meetings by phone to develop the survey.
- Conducting a pilot test of the survey to ensure the questions are understood by businesses. Based on the results of the pilot test, ETC Institute will recommend changes (if needed) to the survey.
- ETC Institute will work with the City to acquire a list of businesses to contact.

Deliverable Task 1. ETC Institute will provide a copy of approved survey instrument.

**Task 2: Administer the Survey.** Task 2 will include the following services:

- ETC Institute will administer the survey by a combination of mail, online, & phone.
- ETC Institute will mail the survey and a cover letter (on City letterhead) to a random sample of businesses in the City. Only one survey per business will be sent. Postage-paid envelopes will be provided by ETC Institute for each business. The City will provide a cover letter for the mailed survey. The cover letter will contain a link to an online version of the survey. Businesses that receive the survey will have the option of returning the printed survey by mail or completing it on-line.
- Approximately 10 days after the surveys are mailed, ETC Institute will follow-up via phone, e-mail or other methods with businesses that received a mailed

survey. ETC Institute will continue following up with businesses until reaching the minimum goal of 200 completed surveys.

Deliverable Task 2. ETC Institute will provide a copy of the overall results for each question on the survey.

**Task 3: Analysis and Final Report.** ETC Institute will submit a final report to the City. At a minimum, this report will include the following items:

- Formal report that includes an executive summary of the survey methodology and a description of major findings
- Charts and graphs that show the overall results of each question on the survey
- Cross-tabulations that show the results for different types and sizes of businesses, and other variables as desired by the City
- Benchmarking analysis showing how the City compares to residents in other communities.
- Tabular data that shows the results for each question on the survey, including open ended questions
- A copy of the survey instrument

Deliverable Task 3: ETC Institute will submit the final report in an electronic format. ETC Institute will also provide the raw data in an Excel database, or other format as requested by the City. If requested by the City, ETC will also make a presentation of the key report findings from the business survey to City officials.

### ***Project Schedule***

A business survey will be conducted for the City of Chesterfield in 2024. The schedule below is based on ETC Institute's typical timeframe for administering a business survey. Since the surveys will be administered entirely in-house, the completion date for the project is completely within our control.

- **Month 1**  
Design survey instrument  
Finalize sampling plan

- **Month 2-3**  
Administer the survey
- **Month 4**  
Prepare and Deliver the Final Report

### **Section 5: Interactive Data Dashboard**

ETC Institute will design an interactive data dashboard for the City of Chesterfield in 2023, which will be available for use by the City for a five-year period from the execution date of this contract. The dashboard will allow the City to query the full set of survey results in real time anywhere with access to the Internet. Our interactive data dashboards give our clients the ability to explore the data and drill-down into the results on-demand. The dashboard can include the following features:

- **Trend Analysis** showing the results for previous community surveys that ETC Institute has administered for the City.
- **GIS Mapping** showing the survey results mapped out geographically. The maps will geographically display results for the current year and previous years so the City can see trends for specific areas in the City.
- **Benchmarking Analysis** showing how the City of Chesterfield compares to other communities. The dashboard will allow the City to compare their results to other communities regionally, nationally, and based on population of other communities. One of our project managers can discuss the benchmarking options available and help determine which benchmarking option is best for your organization's size, location, and structure.
- **Priority Analysis** showing the top priorities for the City based on ETC Institute's **Importance-Satisfaction Analysis**. Priorities can be displayed for various demographic and geographic areas using the interactive features of the data dashboard.
- **Cross-Tabular Data Analysis** which gives the user the ability to cross tabulate specific questions on the survey showing how different groups of respondents responded to various questions on the survey.

Images of an example dashboard are provided on the following pages. ETC Institute can provide a demo of the dashboard if desired by the City.



# City of Olathe

"Community Survey"



# DirectionFinder 2.0

<p>01</p> <p><b>CITY PERFORMANCE</b></p> <p>Find out how citizens rated services</p>	<p>02</p> <p><b>INVESTMENT PRIORITIES</b></p> <p>Find out the recommended Priorities for services</p>	<p>03</p> <p><b>WHO RESPONDED</b></p> <p>Access your demographic questions.</p>	<p>04</p> <p><b>MAPPING</b></p> <p>Access City Maps showing Citizen Satisfaction levels</p>	<p>05</p> <p><b>KEY PERFORMANCE INDICATORS</b></p> <p>Access City Comparisons to National, Regional, Population, and Age KPI</p>
--	---	---	---	--



Age of Data:  
Last batch of data uploaded:

Survey Year	Quarter
2018	4

**City of Olathe**

"Community Survey"

**Overall Results Page**

Home Page

Filter Page

Clear Filter

# of 2018 Records

2053

Select a survey topic from the drop down menu below to begin:

...or select a survey question type

Select a survey quarter from the menu below:

Survey Topic [Overall Results Page]

01. Major Categories Of Services

Question Type [Overall Results Page]

Very Satisfied/Dissatisfied

Survey Quarter [Overall Results Page]

1 2 3 4

**Overall Results [Survey Results]**

Question ID	Very Dissatisfied	Dissatisfied	Neutral	Satisfied	Very Satisfied
01. Overall quality of police, fire, and emergency medical services	0%	33.1%	0%	62.1%	0%
02. Overall quality of city parks and recreation programs and facilities	6.8%	42.3%	0%	48.7%	0%
03. Overall maintenance of city streets, buildings & facilities	7.6%	18.0%	48.2%	24.3%	0%
04. Overall quality of city water and sewer utilities	9.6%	43.2%	0%	43.9%	0%
05. Overall enforcement of city codes and ordinances	6.6%	22.2%	40.9%	26.9%	0%
06. Overall quality of customer service you receive from city employees	12.8%	38.8%	0%	44.8%	0%
07. Overall effectiveness of city communication with the Public	13.9%	41.3%	0%	41.0%	0%
08. Overall quality of the city's stormwater runoff/stormwater management system	13.6%	45.0%	0%	37.0%	0%
09. Overall flow of traffic and congestion management in Olathe	14.3%	26.9%	39.6%	17.1%	0%
10. Overall quality of City of Olathe's solid waste system (trash, recycling, yard waste)	6.3%	37.6%	0%	53.5%	0%

**Legend**

- 1. Very Dissatisfied
- 2. Dissatisfied
- 3. Neutral
- 4. Satisfied
- 5. Very Satisfied

CITY PERFORMANCE

RESULTS

TREND DATA

IMPORTANCE

RESULTS BY KEY DEMOGRAPHICS

INVESTMENT PRIORITIES

WHO RESPONDED

MAPPING

KEY PERFORMANCE INDICATORS

"Results" Page #

1 2





# City of Olathe

## "Community Survey" Trend Data

[Home Page](#)

# of 2014 Records	# of 2015 Records	# of 2016 Records	# of 2017 Records	# of 2018 Records
1852	1875	1907	2096	2053

Select a survey topic from the drop down menu below to begin: Select a survey quarter from the menu below:

Survey Topic [Trends Page]
 

01. Major Categories Of Services

Survey Quarter [Trends Page]
 

1 2 3 4

### -0.78

% Difference from Last Survey  
▼ Changed in Value

### -0.25

% Difference from Base Survey  
▼ Changed in Value

[CLEAR ALL SELECTIONS](#)

Overall Results (Trend Results)

Year	High	Low
2014	81.1%	18.9%
2015	81.9%	18.1%
2016	81.0%	19.0%
2017	81.7%	18.3%
2018	80.9%	19.1%

Overall Results (Trend Data)

Year:

Total:

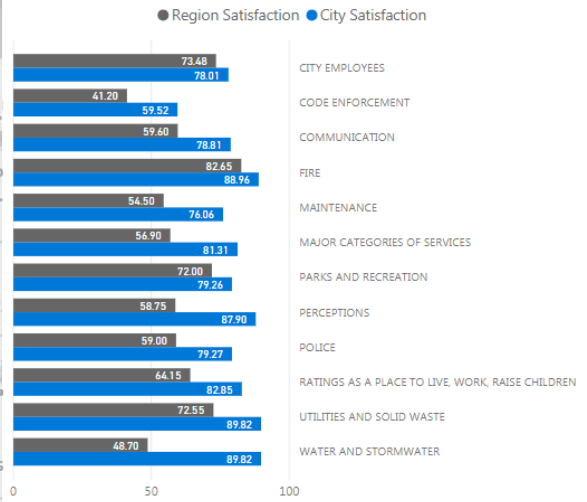
...or select a survey question

Questions [Trends Page]

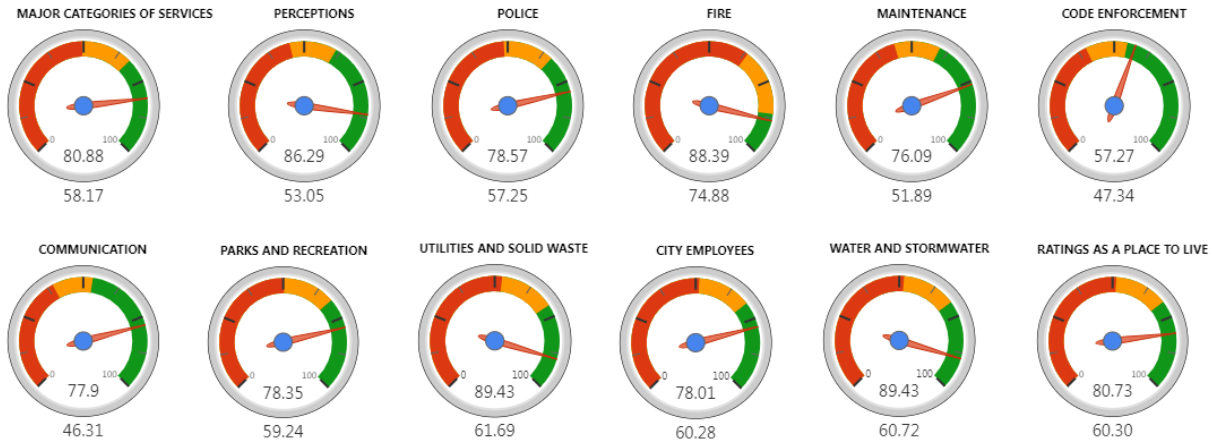
- 01. Overall quality of police, fire, and emergency medical services
- 02. Overall quality of city parks and recreation programs and facilities
- 03. Overall maintenance of city streets, buildings & facilities
- 04. Overall quality of city water and sewer utilities
- 05. Overall enforcement of city codes and ordinances
- 06. Overall quality of customer service you receive from city employees
- 07. Overall effectiveness of city communication with the Public
- 08. Overall quality of the city's stormwater runoff/stormwater manage...
- 09. Overall flow of traffic and congestion management in Olathe
- 10. Overall quality of City of Olathe's solid waste system (trash, recyclin...

"Trends" Page #

1
2



Overall Satisfaction per category in comparison to the National Overall Satisfaction by Region/Category



Overall Satisfaction per category in comparison to the National Overall Satisfaction category

Select a survey topic from the drop down menu below to begin:

Select a survey quarter from the menu below:

Question [Importance-Satisfaction Page]

Survey Quarter [Importance-Satisfaction Page]

01. Major categories of services

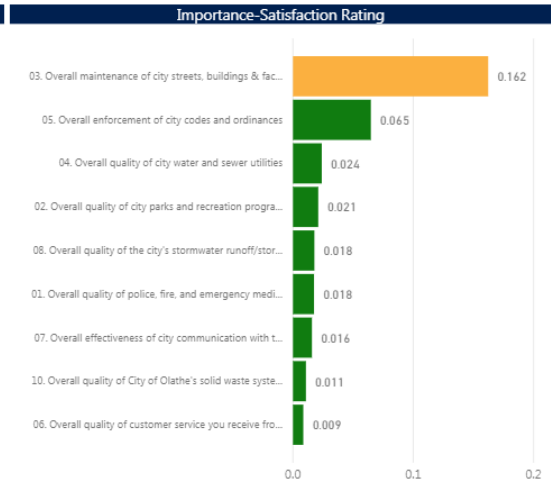
1 2 3 4

Definitely Increase Emphasis (IS>=0.20)

Increase Current Emphasis (IS>=0.10 & IS<0.20)

Maintain Current Emphasis (IS<0.10)

Answer	Most Important (%)	Satisfaction (%)	Importance-Satisfaction Rating
03. Overall maintenance of city streets, buildings & facilities	59.1	72.6	0.162
05. Overall enforcement of city codes and ordinances	20.1	67.8	0.065
04. Overall quality of city water and sewer utilities	18.6	87.1	0.024
02. Overall quality of city parks and recreation programs and facilities	23.1	90.9	0.021
08. Overall quality of the city's stormwater runoff/stormwater management system	9.9	82.0	0.018
01. Overall quality of police, fire, and emergency medical services	36.1	95.2	0.018
07. Overall effectiveness of city communication with the Public	8.9	82.3	0.016
10. Overall quality of City of Olathe's solid waste system (trash, recycling, yard waste)	12.1	91.1	0.011
06. Overall quality of customer service you receive from city	5.3	83.7	0.009



Ratings that are greater than or equal to 0.20 identify areas that should receive significantly more emphasis over the next two years. Ratings from 0.10 to 0.20 identify service areas that should receive increased emphasis. Ratings less than 0.10 should continue to receive the current level of emphasis.

Select a survey topic from the drop down menu below to begin:

Select a survey quarter from the menu below:

Survey Topic [Trends Page]

Survey Quarter [Trends Page]

01. Major Categories Of Services

1 2 3 4

-0.78

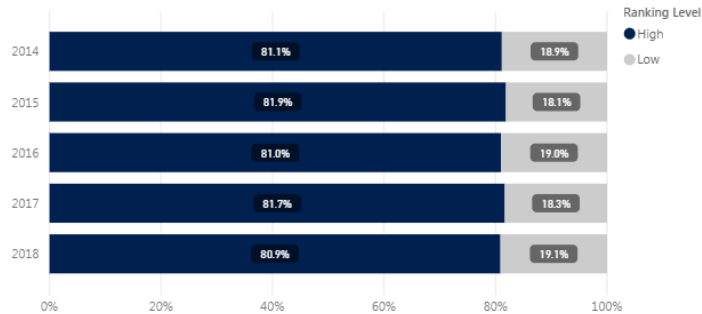
% Difference from Last Survey  
▼ Changed in Value

-0.25

% Difference from Base Survey  
▼ Changed in Value

CLEAR ALL SELECTIONS

Overall Results [Trend Results]

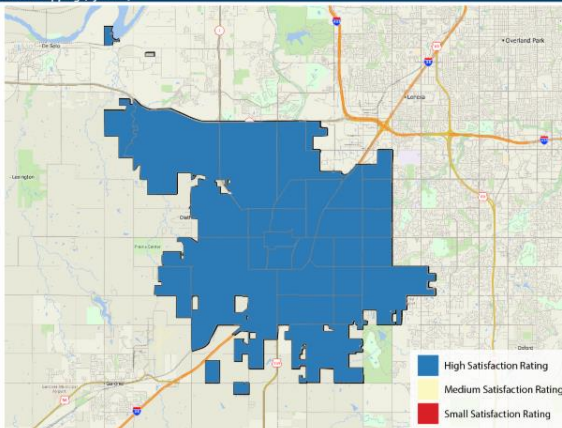


...or select a survey question

Questions [Trends Page]

- 01. Overall quality of police, fire, and emergency medical services
- 02. Overall quality of city parks and recreation programs and facilities
- 03. Overall maintenance of city streets, buildings & facilities
- 04. Overall quality of city water and sewer utilities
- 05. Overall enforcement of city codes and ordinances
- 06. Overall quality of customer service you receive from city employees
- 07. Overall effectiveness of city communication with the Public
- 08. Overall quality of the city's stormwater runoff/stormwater management system
- 09. Overall flow of traffic and congestion management in Olathe
- 10. Overall quality of City of Olathe's solid waste system (trash, recycling, yard waste)

Overall Satisfaction Mapping (By Zone)



Questions [Mapping Page]

Question Type [Mapping Page]

01. As a place to live

Excellent/Poor

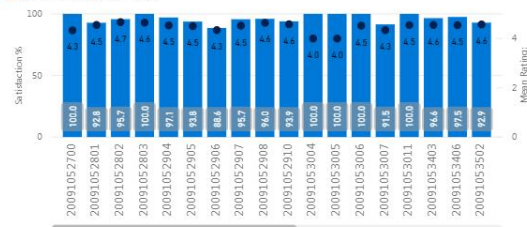
# of 2018 Records  
2053

95.3  
Overall Satisfaction (%)

CLEAR ALL SELECTIONS

Satisfaction % [Results] by Area

● Satisfaction % ● Mean Rating



Answer Option: Map Value

- 5. Excellent 5
- 4. Good 4
- 3. Neutral 3
- 2. Below Average 2
- 1. Poor 1

The maps on this page represents citizen satisfaction results by geographic characteristics.

\*\*Satisfaction Mapping\*\* Page #

1 2 Info Page



***Costs and Invoicing Schedule***

The services described in sections 1-5 above will be provided to the City of Chesterfield for a total cost of \$66,000. It will be invoiced by ETC Institute at the amount of \$11,000 within 30 days of the execution of this agreement and \$11,000 at the completion of the parks and recreation survey and employee surveys. In addition, \$11,000 will be invoiced upon the start of the community survey, and \$11,000 at the completion of the community survey. Also, \$11,000 will be invoiced upon the start of the business survey, and \$11,000 at the completion of the business survey.

***Closing***

We appreciate your consideration of our proposal and look forward to your decision.

Sincerely,



Robert Heacock  
Senior Project Manager, ETC Institute

Approved by City of Chesterfield:

---

Authorized Signature/Title

---

Date

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

Chair: Councilmember Mary Monachella

Vice Chair: Councilmember Gary Budoor

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

### **NEXT MEETING**

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

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

## **PUBLIC HEALTH AND SAFETY COMMITTEE**

Chair: Councilmember Mary Ann Mastorakos

Vice Chair: Councilmember Michael Moore

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

### **NEXT MEETING**

The next meeting of the Public Health and Safety Committee has not yet been scheduled.

If you have any questions or require additional information, please contact Chief Ray Johnson or me prior to Monday's meeting.

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

**Liquor License Request** – Barrell House (14748 Clayton Road) has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise. **(Voice Vote) Application has been reviewed by the Police Department and the Planning Department. There are no known outstanding municipal violations.**

### **OTHER LEGISLATION**

**Proposed Resolution No. 487 – Sale of CVAC Property to Gateway Studios** – A resolution of the City of Chesterfield, Missouri authorizing the sale of real property to J2 Management Group, LLC and authorizing the City Administrator to sign and execute the necessary documentation for closing. **(Roll Call Vote)**

**Proposed Bill No. 3457** – An Ordinance of the City of Chesterfield, Missouri, finding and declaring a certain area in the City a blighted area under Chapter 353 of the Revised Statutes of Missouri, as amended; approving the Chesterfield Regional 353 Development Plan & Project submitted for the redevelopment of such area; and authorizing further actions in connection therewith. **(First Reading)**

**Proposed Bill No. 3458** – An Ordinance of the City of Chesterfield, Missouri authorizing the Mayor of the City to enter into a re-development agreement and authorizing further actions in connection therewith. **(First Reading)**

**Proposed Bill No. 3459** – An Ordinance of the City of Chesterfield, Missouri, reaffirming and maintaining the gross receipts tax to be imposed upon water companies conducting business within the City and updating section 615.020 of the municipal code. **(First and Second Readings)** City Attorney Recommends approval.

### **UNFINISHED BUSINESS**

There is no unfinished business scheduled for this meeting.

### **NEW BUSINESS**



## MEMORANDUM

**DATE:** June 22, 2023

**TO:** Mike Geisel  
City Administrator

**FROM:** Denise Pozniak, Business Assistance Coordinator

**SUBJECT:** **LIQUOR LICENSE REQUEST – BARREL HOUSE**

---

**BARREL HOUSE** ... has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise.

Business description: Bottle your own whiskey blending house

There are no known outstanding municipal violations at this location:  
14748 Clayton Rd

Stephen Henschel is the managing officer with this new ownership.

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

With City Council approval at the Monday, July 17, 2023 city council meeting, I will immediately issue this license.

## **RESOLUTION # 487**

### **A RESOLUTION OF THE CITY OF CHESTERFIELD, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT FOR THE SALE OF REAL PROPERTY TO J2 MANAGEMENT GROUP, LLC AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AND EXECUTE THE NECESSARY DOCUMENTATION FOR CLOSING.**

**WHEREAS**, the City of Chesterfield, Missouri (the “City”) previously received from the Monarch-Chesterfield Levee District approximately forty-three acres of land located north of the west end of the Chesterfield Valley Athletic Complex, on the unprotected side of the Monarch-Chesterfield Levee (the “Sale Property”); and,

**WHEREAS**, the Sale Property has never been developed and has been previously used as a borrow site for earthen materials used to improve the Monarch-Chesterfield Levee; and,

**WHEREAS**, the Sale Property currently has no anticipated uses due to the Sale Property’s location on the unprotected side of the Monarch-Chesterfield Levee and the flooding which occurs on the Sale Property; and,

**WHEREAS**, J2 Management Group has agreed to acquire the Sale Property for \$331,000 and agreed to provide an easement to the City to continue to use part of the Sale Property for staging the City’s annual Fourth of July fireworks display; and,

**WHEREAS**, on June 20, 2023, the City Council voted to authorize the City Administrator to execute a letter of intent with J2 Management Group and to prepare a contract for the transfer of the Sale Property to J2 Management Group (the “Agreement”); and,

**WHEREAS**, the City Council believes that entering into the Agreement with J2 Management Group and closing on the transfer of the Sale Property will enhance the public health, safety, and welfare of the City’s residents.

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

**Section I:** The City Council hereby authorizes the City Administrator to enter into a contract for the sale of approximately forty-three acres of land located generally at 17935 N. Outer 40 Road, Chesterfield, MO 63005 (Locator Number: 16V110077), to J2 Management Group, LLC (the “Agreement”), in general accordance with the terms of the previously executed letter of intent, a copy of which has been attached hereto as Exhibit 1.



**Section II:** The City Council hereby authorizes the City Administrator to prepare and execute the closing documents in connection with the Agreement in such form as Michael Geisel, City Administrator, may deem advisable; and that the City Administrator of the City of Chesterfield shall be authorized to execute and deliver such documents necessary for closing.

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

**Passed and approved this 17<sup>th</sup> day of July, 2023.**

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

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

ATTEST:

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

# Memorandum

## Department of Planning

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

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

JW

**Date:** July 17, 2023

**RE:** **Chesterfield Regional 353 Development Plan and Project** – An ordinance finding and declaring a certain area in the city a blighted area under Chapter 353 of the Revised Statutes of Missouri, as amended; approving the Chesterfield Regional 353 Development Plan and Project submitted for the redevelopment of such area; and authorizing further actions in connection therewith.



### **Summary**

City Council previously directed staff to create a Development Plan under Chapter 353 of the Revised Statutes of the State of Missouri. PGAV Planners was engaged to complete the analysis, including the finding of blight. The attached report from PGAV satisfies the legal requirements to establish a development area under Chapter 353 and the report identifies that the area qualifies as blighted under State Statute.

As previously discussed, tax abatement, which is authorized under State Statute, is NOT contemplated as part of the Development Plan and Project. A tax impact statement is included that shows no impact on taxing districts (i.e. no tax abatement) associated with the project.

The attached ordinance is required by the Revised Statutes of the State of Missouri. A separate agreement is also required to be approved by ordinance. If approved, the Chesterfield Regional 353 Development Plan and Project would allow for tools to be utilized to rid the area of blight and the negative externalities associated with blight on the property and surrounding areas.

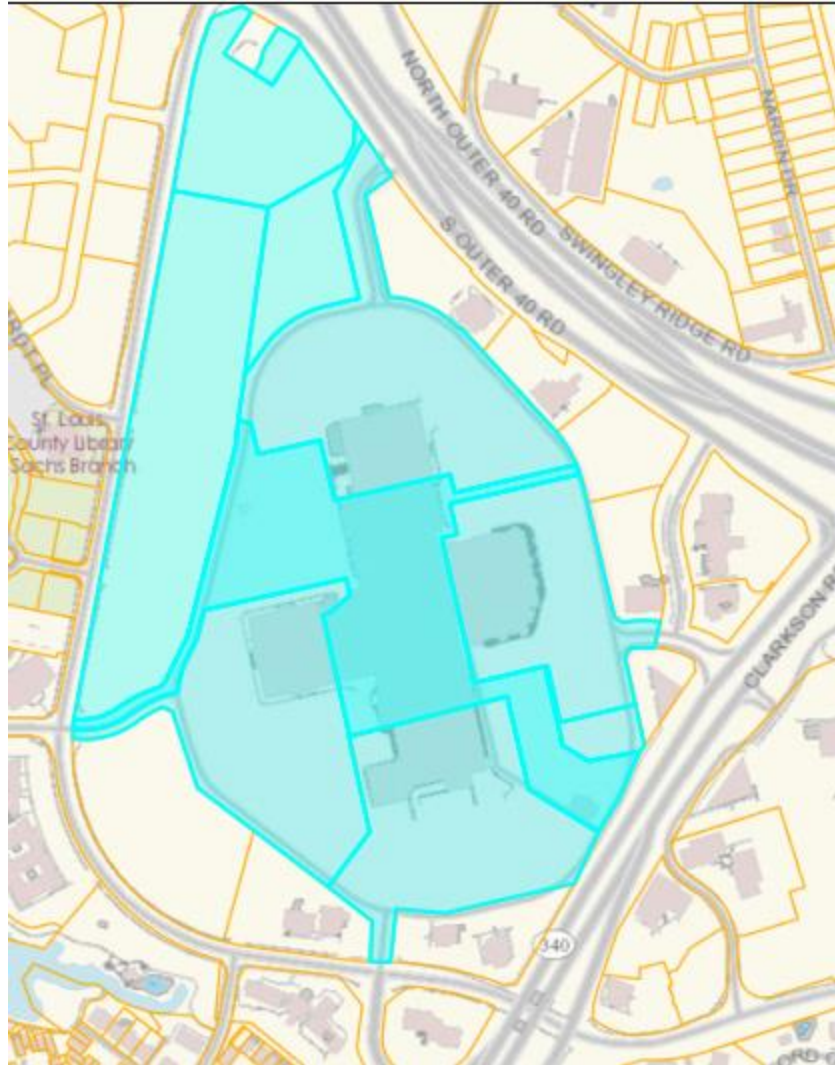


Figure 1: Redevelopment Area

Attachments:

- 1) Ordinance
- 2) Development Plan
- 3) Tax Impact Statement

BILL NO. 3457

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

**AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI FINDING AND DECLARING A CERTAIN AREA IN THE CITY A BLIGHTED AREA UNDER CHAPTER 353 OF THE REVISED STATUTES OF MISSOURI, AS AMENDED; APPROVING THE CHESTERFIELD REGIONAL 353 DEVELOPMENT PLAN & PROJECT SUBMITTED FOR THE REDEVELOPMENT OF SUCH AREA; AND AUTHORIZING FURTHER ACTIONS IN CONNECTION THEREWITH**

**WHEREAS**, The Urban Redevelopment Corporations Law, Chapter 353 of the Revised Statutes of Missouri, as amended ("**Chapter 353**") allows the City of Chesterfield, Missouri (the "**City**") to approve development plans; and

**WHEREAS**, on May 15, 2023, the City Council of the City (the "**City Council**") approved Ordinance No. 3234 (the "**353 Procedural Ordinance**"), adopting procedures for the City to provide the notice and written statement as required by Section 353.110.3 of Chapter 353; and

**WHEREAS**, TSG Downtown Chesterfield Redevelopment, LLC (the "**Developer**") has requested that the City consider redeveloping an area within the City pursuant to Chapter 353, which area consists of approximately 105.29 acres and 11 parcels located in the City (the "**Redevelopment Area,**" and as further defined in the herein-defined Development Plan); and

**WHEREAS**, in connection with its aforementioned request, the Developer submitted the "Chesterfield Regional 353 Development Plan & Project" (the "**Development Plan**") to the City for its consideration in accordance with Chapter 353 and the 353 Procedural Ordinance; and

**WHEREAS**, the Development Plan envisions the redevelopment of the Redevelopment Area as a mixed-use development (the "**Redevelopment Project**"); and

**WHEREAS**, the Development Plan does not request or contemplate tax abatement or exemption within the Redevelopment Area; and

**WHEREAS**, attached to the Development Plan is a report from PGAV Planners describing certain blighting factors present in the Redevelopment Area (the "**Chapter 353 Analysis**"); and

**WHEREAS**, on June 22, 2023, the City furnished each political subdivision whose boundaries for ad valorem taxation purposes include any portion of the real property to be affected by tax abatement in the Redevelopment Area with a written statement of the impact on ad valorem

taxes such tax abatement will have on such political subdivisions and written notice of the public hearing to be held by the City Council in accordance with the 353 Procedural Ordinance and Chapter 353; and

**WHEREAS**, on July 17, 2023 and in accordance with Chapter 353 and the 353 Procedural Ordinance, the City Council held a duly-noticed public hearing regarding the approval of the Development Plan; and

**WHEREAS**, the City desires to assist in the redevelopment of the Redevelopment Area by approving the Development Plan.

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

**SECTION 1. Declaration of Blight.** Upon due consideration of the Chapter 353 Analysis and the testimony presented at the public hearing, the City Council hereby finds, determines and declares that the Redevelopment Area is a “blighted area,” as defined in Chapter 353, and the findings of the Chapter 353 Analysis are hereby adopted by the City Council.

**SECTION 2. Approval of Development Plan.** The City Council hereby finds, determines and declares that approval of the Development Plan, attached hereto as **Exhibit A**, and incorporated herein by reference, and construction of the Redevelopment Project described therein are necessary for the preservation of the public peace, property, health, safety, morals and welfare of the community and, as such, the Development Plan is hereby approved.

**SECTION 3. Incorporation Recitals.** The WHEREAS clauses of this Ordinance are incorporated herein by reference.

**SECTION 4. Further Actions Authorized.** All actions heretofore taken by the City and the officials, officers, agents and employees of the City in connection with the Development Plan are hereby confirmed and approved. The City shall and the officials, officers, agents and employees of the City are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**SECTION 5. Severability Clause.** 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 accord with the legislative intent.

**SECTION 6. Effective Date.** This Ordinance shall take effect and be in full force from and after its final passage and approval.

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

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

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

ATTEST:

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

FIRST READING HELD: __/__/2023
--------------------------------

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

**EXHIBIT A**

**DEVELOPMENT PLAN**

(Attached hereto.)

# Chesterfield Regional 353 Development Plan & Project

June 2, 2023





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## SECTION 1 INTRODUCTION

### THE PLAN IN CONTEXT

This document constitutes the Chesterfield Regional Development Plan (the “Development Plan”), which applies to an area approximately 105 acres in size, generally bounded by Chesterfield Center Drive on all sides. (the “Redevelopment Area” or “Area”).<sup>1</sup> The Area is wholly located within the City of Chesterfield, Missouri (the “City”). The boundary of the Redevelopment Area is shown in the exhibit entitled Redevelopment Area Boundary included in **Appendix A**.

The Area has been subject to recent planning efforts intended to follow the City’s 2020 Comprehensive Plan (the “Comprehensive Plan”) as adopted by the City of Chesterfield on September 30, 2020. This Development Plan proposes the following activities in order to accomplish the underlying goals of the Comprehensive Plan:

- The addition, enhancement, and expansion of existing public facilities that would be damaged or experience diminished utility due to conditions of blight;
- The improvement of roadway infrastructure including, but not limited to: street and structured parking, stormwater control and detention, and other public improvements (sidewalks, bike paths, trails, pedestrian walkways, landscape areas, street lighting, wayfinding, and regulatory signage, parks, public amenities, retaining walls, traffic signals, and site fixtures (trash, bike racks, benches, etc.);
- The construction and improvement of utility infrastructure, including electric, gas, sewer, water, telecommunications, etc.), and
- The construction of structured parking garages for shared public use.

---

<sup>1</sup> Inclusive of public right-of-way.

## PROVISIONS OF CHAPTER 353

The Missouri General Assembly adopted the Urban Redevelopment Corporations Law, Chapter 353, RSMo., in 1943. The law is often referred to simply as "Chapter 353."

Chapter 353 allows cities and counties to:

1. Identify and designate redevelopment areas that qualify as "Blighted Areas;"
2. Adopt development plans that designate areas in need of redevelopment and state the objectives to be attained and the redevelopment projects to be undertaken;
3. Approve redevelopment projects for implementation of such development plans; and
4. Utilize the tools set forth in Chapter 353 to assist in reducing or eliminating those factors and conditions that cause the area to qualify as a "Blighted Area" through the completion of a redevelopment project.

This Plan describes the "Redevelopment Project(s)" for the Area and provides information as required by provisions of Chapter 353 RSMo. While the use of Chapter 353 requires a finding by the City that the Area is a "blighted area" as defined in Chapter 353, it also defines a Chapter 353 "Area" specifically, noting: *"Any such area may include buildings or improvements not in themselves blighted, and any real property, whether improved or unimproved, the inclusion of which is deemed necessary for the effective clearance, replanning, reconstruction or rehabilitation of the area of which such buildings, improvements or real property form a part;."*

## PLAN PURPOSE

This document intends to serve as the Development Plan for the Area. To establish a redevelopment area, the overall area must meet specific criteria set forth in Chapter 353. One of the purposes of this Redevelopment Plan is to document the qualifications of the Redevelopment Area with respect to designation pursuant to Chapter 353. In addition, this document serves as the basis for establishing the general redevelopment program that will assist the City and private development entities in:

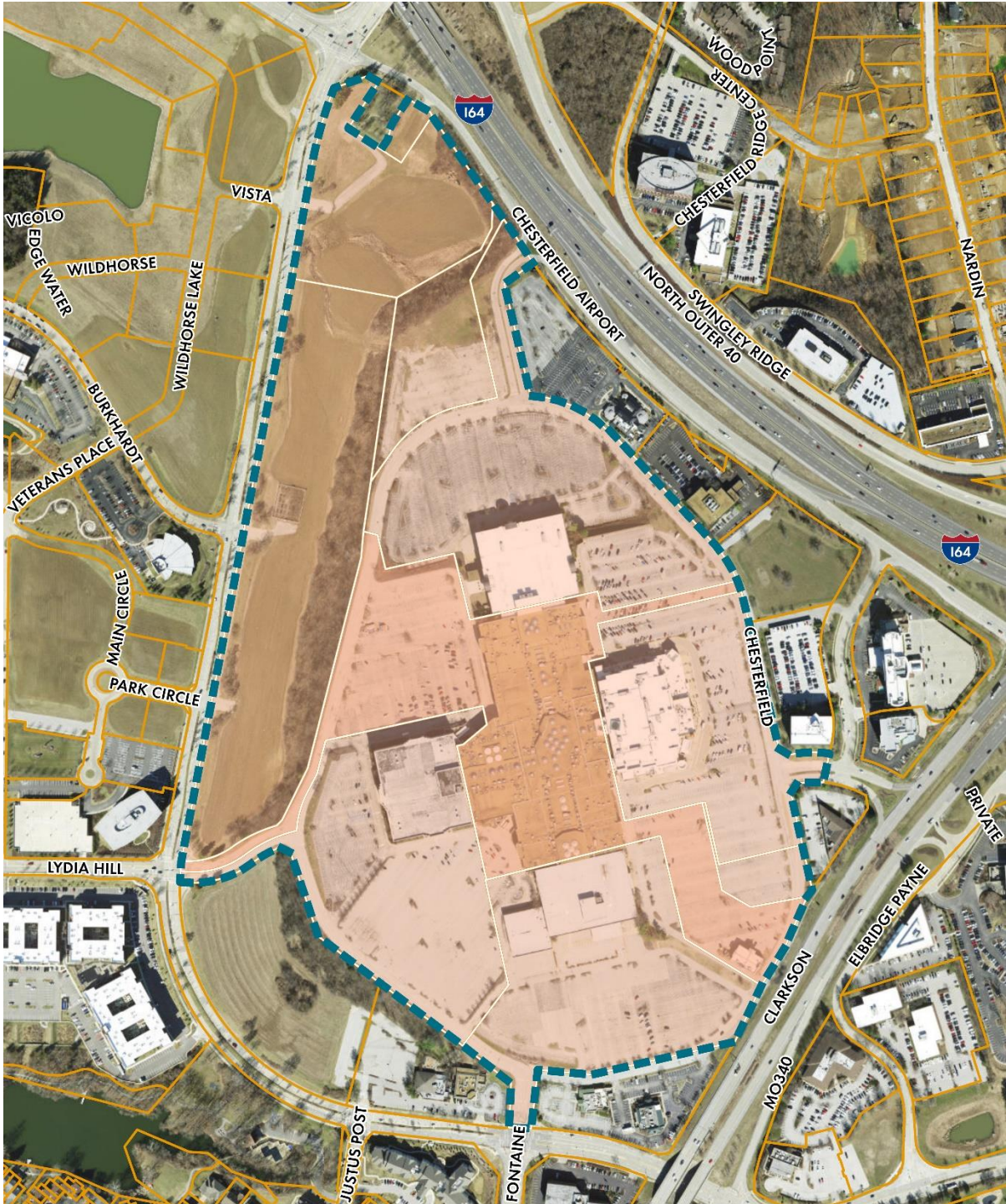
1. Facilitating the comprehensive and unified redevelopment of the Redevelopment Area; and
2. Resulting in the construction of necessary improvements (public and private) within the Redevelopment Area.

The primary purpose of this Plan is to establish the process by which redevelopment within the Redevelopment Area may occur. This process will enable the City to carry out the comprehensive redevelopment envisioned by this Plan. Without the assistance provided through Chapter 353, the Redevelopment Area is not likely to experience significant growth and development through investment by private enterprises.

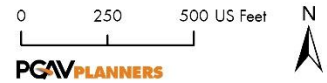
## SECTION 2 THE REDEVELOPMENT AREA

### ***General Boundary***

The Area is hereby described as the general area inclusive of and surrounding Chesterfield Mall. The proposed boundary for the Area is shown on the following page and as **Plate 1 – Area Boundary** in **Appendix A**. A legal description of the boundaries of the Redevelopment Area is also included in **Appendix A**.



**PLATE 1 – CHAPTER 353 REDEVELOPMENT AREA**  
CHESTERFIELD, MO



### ***History of Chesterfield Mall***

In 1974, Louis Sachs, a local real estate investor, sold the 60-acre area that would eventually become the 1.3 million square foot Chesterfield Mall (the "Mall") to Richard Jacobs of the Cleveland-based retail developer Richard E. Jacobs Group. The Mall was built and eventually opened in 1976 as the sister mall to Jamestown Mall, located in north St. Louis. The Mall had two original anchor stores: (1) Sears and (2) Stix, Baer, and Fuller. In 1978, a four-screen cinema opened on an outparcel adjacent to the Mall. In 1981, a Famous-Barr store opened at the Mall. In 1984, Dillard's replaced Stix, Baer, and Fuller. In 1995, a new Famous-Barr store was built adjacent to that store's former space, which JCPenney would later take over. The Mall was renovated in 1996 with upgraded facades, interiors, and amenities. Famous-Barr remained a tenant until 2006, when it was replaced by Macy's, which has remained in operation until 2022. Dillard's remained in operation until 2016, when flood damage from bursting water piped caused the closure of the anchor. The temporary closure became permanent in 2017 due to dwindling sales at the Mall and changes in consumer behavior. Other notable former tenants include Houlihan's (1997-2014), California Pizza Kitchen (1997-2018), and Ann Taylor Loft (2006-2020).

### ***Ownership***

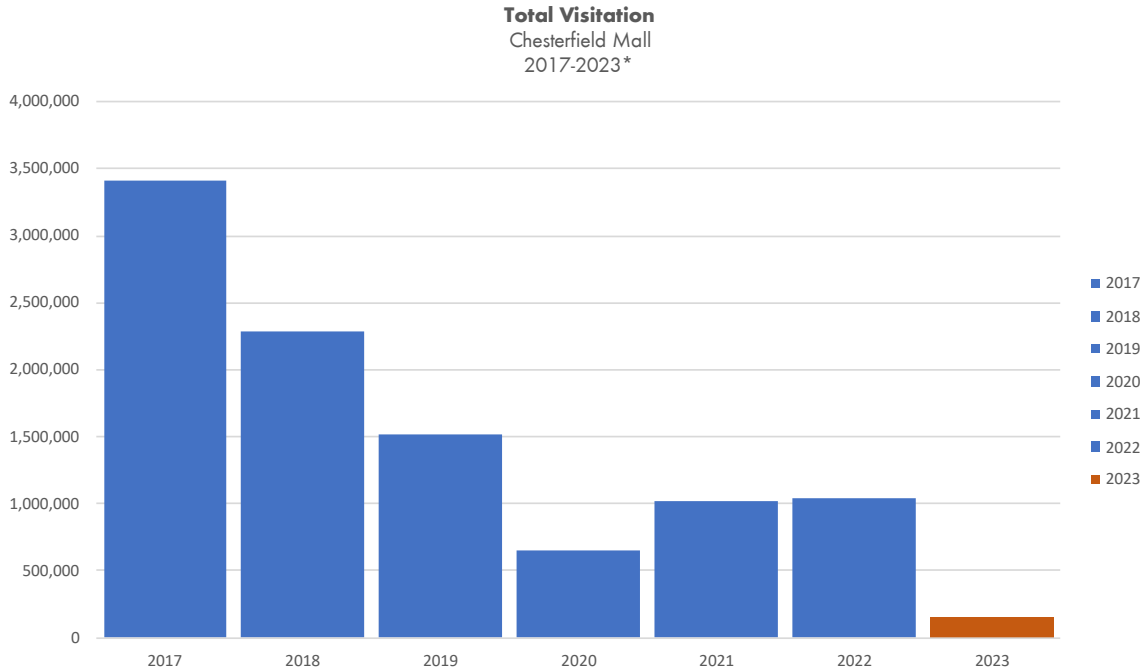
Between 1976 and 2018, the Mall was owned by several groups. The Richard E Jacobs Group sold the Mall to Westfield Group in 2002. In 2008, the Mall was acquired by CBL & Associates Properties. The Mall was placed in receivership in the third quarter of 2016, pending foreclosure. Management was transferred to Madison Marquette while a new owner was sought for the property. The foreclosure was finalized in June 2017, making C-III Capital Partners the temporary owner. In 2018, the Mall was acquired by Hull Property Group. In February 2020, The Staenberg Group closed on a deal to acquire the Mall, most of the Mall's anchor stores, and the Mall's outparcel properties for an undisclosed price. The Dillard's building remains the property of Dillard Department Stores, Inc.

### ***Decline***

The Mall's decline can be traced back to 2000, when anchor tenants began to vacate their locations. The four-screen cinema went through an ownership change in the mid-90s which eventually led to the theater's closure on November 5, 2000. Approximately five years later, the Mall's JCPenney store closed, and the space was demolished, which made way for many smaller shops and restaurants, including Border's Books, which closed in 2011. The Cheesecake Factory, an American Girl store, a food court, and a 14-screen AMC Megaplex opened between 2007 and 2018. The AMC Megaplex takes up a third floor that was constructed in 2016. Border's Books closed in 2011 and was replaced with Books-A-Million and, later, V-Stock. In March 2018, American Girl shuttered its location within the Mall. On May 31, 2018, Sears announced it would be closing as part of a plan to close 72 stores nationwide, including the location at the nearby South County Center. The Sears store closed in September 2018, leaving Macy's as the last remaining anchor store.

Foot traffic to the Redevelopment Area has declined since 2017. According to data provided by Placer.ai, a cellphone location provider, the number of persons visiting the Mall has decreased by 81

percent since January 1, 2017. The illustration on the following page shows the total number of visits to the Mall beginning January 1, 2017, until March 24, 2023.



\*2022 shows a partial year of visitation (January 1, 2022 – March 24, 2023)

**COMPLIANCE WITH THE COMPREHENSIVE PLAN**

The City has a City-wide comprehensive plan that was adopted in 2020. Various sections of the Envision Chesterfield Comprehensive Plan (the "Comprehensive Plan") reference the Redevelopment Area. **Section 5 - Chesterfield's Vision** of the Comprehensive Plan begins the discussion of future redevelopment opportunities and land uses that might apply to the Redevelopment Area. **Plate 3 – General Land Use Plan** in **Appendix B** of this Development Plan provides for redevelopment and uses that are compatible with the Comprehensive Plan. The compatibility between this Development Plan and the Comprehensive Plan is discussed in further detail in **Section 4** of this report.

**TABLE 2-1**  
**PARCEL OWNERSHIP AND USE DATA**  
 CHESTERFIELD REGIONAL 353 REDEVELOPMENT AREA  
 CHESTERFIELD, MISSOURI

Locator #	Address	Owner	Use	Acres*
18S120071	700 Chesterfield Ctr	TSG Downtown Chesterfield Redevelopment Staenberg Group Inc	Commercial	13.00
18S110137	49 Chesterfield Mall	TSG Downtown Chesterfield Redevelopment Staenberg Group Inc	Commercial	13.45
18S120147	7 Chesterfield Mall	TSG Downtown Chesterfield Redevelopment Staenberg Group Inc	Commercial	20.20
18S130146	299 Chesterfield Mall	Chesterfield Village Inc	Commercial	0.00
18S120158	150 Chesterfield Mall	TSG Downtown Chesterfield Redevelopment Staenberg Group Inc	Commercial	10.84
18S120169	148 Chesterfield Mall	TSG Downtown Chesterfield Redevelopment Staenberg Group Inc	Commercial	1.16
18S140288	100 Chesterfield Mall	Dillard Department Stores	Commercial	16.68
18S130070	595 Chesterfield Ct	Twist Enterprises LLC	Vacant	4.09
18S130157	700 Chesterfield Ctr	Chesterfield Village Inc	Vacant/Agriculture	17.60
18S410163	16185 W Chesterfield Pkwy	Chesterfield Village Inc	Vacant/Agriculture	7.85
18S410239	16189 W Chesterfield Pkwy	Chesterfield Village Inc	Vacant/Agriculture	0.42
			<b>Total Area</b>	<b>105.29</b>



### SECTION 3 THE REDEVELOPMENT PROJECT

As noted in Section 1 of this Plan, the Redevelopment Area presently consists of the Mall property, which comprises approximately 105 acres of land.<sup>2</sup> The Redevelopment Area includes the parcel identification numbers shown in **Table 2-1 - Parcel Ownership and Use Data**, located on the prior page. The table also lists each parcel's owner and current land use. This Development Plan envisions multiple projects across the Redevelopment Area. These projects will be referred to as the "Redevelopment Project(s)." It is expected that the Mall's redevelopment will be accomplished by TSG.

As part of a total anticipated investment of nearly \$1.2 billion, the Mall will be redeveloped into a dense downtown area resulting in:

#### Phase 1

- Approximately 2,363 residential units comprising 2,798,000 square feet;
- Over 511,000 square feet of retail, grocery, and food and beverage space;
- More than 736,000 square feet of office space;
- A 259-room, 314,800 square foot hotel; and
- Over 2.9 million square feet of surface and structured parking.

#### Phase 2

- Approximately 362 residential units comprising 425,600 square feet of varying typologies;
- Approximately 1.43 million square feet of office typologies;
- Approximately 5,000 gross square feet of retail space; and
- 1.7 million square feet of structured parking.

The development of the Redevelopment Area will alleviate those conditions that qualify the Redevelopment Area as a "Blighted Area" and will facilitate its economic revitalization. The development will be completed in phases over the next ten to twelve years.

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<sup>2</sup> St. Louis County Assessor's Office, 2023

## SECTION 4 ANALYSIS FOR DESIGNATION AS A BLIGHTED AREA

### INTRODUCTION

This Section documents the conditions that were found to be present in the Redevelopment Area and contains the analysis of how such conditions cause the Redevelopment Area to be a "Blighted Area" according to Section 99.805 R.S.Mo. Chapter 353 defines a "Blighted Area" as follows:

*"Blighted area," an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use; (R.S. MO 99.805(1)).*

As such, blight conditions may be physical, such as "insanitary or unsafe conditions," "deterioration of site improvements," or "the existence of such conditions which endanger life or property by fire and other causes."

This analysis is based upon on-site investigations of the Redevelopment Area conducted by PGAV Planners staff on March 15, 2023, and March 28, 2023, in addition to the information provided by the staff of the City of Chesterfield, the St. Louis County Assessor, and the Developer. PGAV Planners staff also relied upon its extensive experience, knowledge of the real estate market, and professional expertise in the preparation of the analysis. Photographs illustrating representative blighting conditions were taken during the site visits and are displayed in **Appendix D – Existing Conditions Photos**. Blighting factors for each parcel in the Redevelopment Area are also identified in **Plate 4 – Blighting Factors** in **Appendix B**. This report will not reflect changes in conditions or events that have occurred subsequent to the date of the site visits or publication of this report.

### EXISTING CONDITIONS

As indicated above, PGAV Planners staff conducted field investigations of observable conditions in the Redevelopment Area. During these field investigations, physical and functional conditions were observed related to the condition of the portions of the Redevelopment Area that are part of the larger Mall site which constitutes more than half of the land within the Redevelopment Area. In addition, the buildings and their related site improvements within the Redevelopment Area all exhibit conditions of deferred maintenance and deterioration. Interior inspections of the Mall were also conducted. A high vacancy rate was noted (greater than 84 percent), as well as a high frequency of non-retail tenants within the Mall. These included private clubs, office spaces, storage facilities, power sports manufacturers, and drone racing facilities.

## INSANITARY OR UNSAFE CONDITIONS

Unsafe conditions are evidenced by graffiti and signs of criminal behavior that have occurred throughout the Redevelopment Area. These conditions have also contributed to the deterioration of site improvements.

### **Summary of Findings Regarding Unsafe Conditions:**

During both site visits by PGAV Planners, graffiti was observed on the Dillard's parking garage interior in several locations. Further investigation showed that in September of 2021 the City's code enforcement division contacted Dillard's regarding graffiti that had occurred in the same location. The graffiti was abated in November by a maintenance crew from Dillard's.<sup>3</sup> This is evidence of persistent criminal behavior. It is also evidence that the abandoned nature of the Dillard's building is conducive to crime. Further evidence of criminal mischief was discovered during the site visit where some vandals had thrown a partially full paint can on the floor of the Mall's interior.

The Redevelopment Area is unique as it is very large with complex features of the built environment. Many locations at the Mall and within the Redevelopment Area are difficult or impossible to see from the public right-of-way and/or road frontage. The parking lots and surrounding areas are unsecured. According to management, there are no personnel on-site at night to monitor conditions beyond the end of the working day that could prevent crimes and vagrancy.

PGAV Planners also noted that several locations within Dillard's property were overgrown and unkempt, evidenced by dense vegetative bands of varying depths. Trash, including empty liquor and beer bottles of substantial volume, was observed strewn across the Dillard's parking lot and vegetative areas.

These elements reinforce the argument that the condition of the property encourages loitering and other negative social behaviors. It is also probable that the unsecured areas, including parking areas, could attract vandals and other delinquents. These conditions serve as substantial evidence that the Redevelopment Area is insanitary or unsafe in its current condition.

In the property's present condition and use, the above factors predominate and constitute insanitary or unsafe conditions. Furthermore, in 2009 the Missouri Court of Appeals observed and held in *Land Clearance for Redevelopment Authority v. Inserra*, 284 S.W.3d 641 (Mo. Ct. App. 2009) that conditions perceived to foster criminal behavior can be considered a social liability, as in the following excerpt from the opinion:

*There were many dark corners where criminal activity could occur, and that there was no evidence of security on the property to prevent crime. Further, it observed that the property appeared unoccupied with no one to monitor conditions that could contribute to fire or other dangers. Finally, the study noted that the*

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<sup>3</sup> Work Orders 111183

*condition of the property would encourage loitering and other negative social behavior; the parking and loading areas were unprotected and unmonitored, which could attract juvenile delinquents. In the property's present condition and use, these factors predominate to constitute a social liability. We hold that substantial evidence exists to support a finding of social liability.*

We find that this interpretation, combined with the factors and conditions outlined above, represents a social liability and supports the definition of a "Blighted Area" as defined in R.S. MO 99.805(1). Vacant buildings are another situation that typically represents unsafe conditions. The Dillard's location has been vacant since 2017. An on-site exterior review of this building did not indicate evidence of break-ins.

## **DETERIORATION OF SITE IMPROVEMENTS**

In general, deterioration refers to the physical and economic deterioration of the improvements of the Redevelopment Area both in terms of buildings and other above-ground structures, below-grade supporting structures such as water, sewer, and electric utilities, and surface site improvements such as parking areas, access and circulation roadways, and drives, and lighting fixtures, signage, etc.

Deterioration may be evident in basically sound buildings containing minor defects, such as a lack of painting, loose or missing roof tiles, floor or ceiling plates, or holes and cracks over limited areas. Deterioration that is not easily curable and that cannot be cured in the course of normal maintenance includes defects in the primary and secondary building components. Primary building components include the foundation, exterior walls, floors, roofs, wiring, plumbing, etc. Secondary building components include the doors, windows, frames, fire escapes, gutters, downspouts, siding, fascia materials, etc.

### **Summary of Findings Regarding Deterioration of Site Improvements:**

While many observations of deteriorated site improvements were evident within the Redevelopment Area, most observations of deterioration were on the interior and exterior of the Mall. Water infiltration has been occurring via the large skylights within the Mall's concourse. Several instances of water intrusion were observed within tenant spaces and interior walkways. The Dillard's building showed the most significant signs of water permeation. And it is known that the water pipes within this building that burst in 2016 caused the closure of the store which has never reopened. Ceiling areas located around support joists showed signs of leakage and water infiltration. The ceiling tiles in these areas had been removed for emergency repairs.

Exterior concrete and masonry walls are deteriorating due to moisture and exposure to the elements. One particular area of masonry near the main entrance of the Mall has completely deteriorated. Several interior service corridors show considerable amounts of spalling. These service corridors also show evidence of water infiltration. Several locations where ceiling tiles had rotted out of place were observed. The majority of the Redevelopment Area's parking lots exhibited serious signs of deferred maintenance. Some areas had large depressions that were collecting water during light rain. Other areas

were spalling or had completely deteriorated.

## **EXISTENCE OF CONDITIONS WHICH ENDANGER LIFE OR PROPERTY BY FIRE AND OTHER CAUSES**

The Redevelopment Area, by reason of a predominance of insanitary or unsafe conditions, a deterioration of site improvements, and the existence of conditions which endanger life or property by fire or other causes, constitutes an economic liability.

### ***Summary of Findings:***

The various conditions described in the preceding sections on insanitary or unsafe conditions and deterioration of site improvements within the Redevelopment Area give rise to conditions which endanger life or property by fire and other causes.

## **MENACE TO THE PUBLIC HEALTH, SAFETY, MORALS OR WELFARE**

The combination of the previously described blighting conditions present within the Redevelopment Area constitutes a menace to the public health, safety, morals or welfare as the Redevelopment Area is predominated by insanitary or unsafe conditions, deterioration of site improvements, and conditions which endanger life or property by fire and other causes, which, in combination, constitute a menace to the public health and safety, morals or welfare in its present condition and use.

## **ECONOMIC LIABILITY**

The Redevelopment Area, by reason of a predominance of insanitary or unsafe conditions, deterioration of site improvements, and the existence of conditions which endanger life or property by fire and other causes, constitutes an economic liability. The Redevelopment Area, in its present condition and use, is underutilized and now represents a large tract of depreciating and vacant land that still has significant challenges to any redevelopment effort. The Redevelopment Area lost much of its revenue generation capacity in 2018, causing a need for greater public resources, such as increased attention required by police, fire, and code enforcement officials from the City while revenue declines.

The closure of Dillard's and all of the other anchor stores and many of the Mall's retailers caused a ripple effect in sales throughout the Redevelopment Area. Retailing, in general, has seen an accelerated impact on local sales taxes as the percentage of retail sales captured by online purchasing has grown.

The Redevelopment Area suffers from an abnormally high vacancy rate. Vacancy rates directly correlate to the marketability of the Redevelopment Area, therefore making it perhaps the best indicator of economic liability. At the time of this report, only 55 percent of the Redevelopment Area's leasable space is occupied. This translates into an 84 percent vacancy rate within the Mall and a total vacancy rate of 50 percent for the entire Redevelopment Area. Typically, the ideal vacancy rate for a retail Mall is eight percent to ten percent; however, according to a recent market report prepared by Cushman Wakefield, St. Louis County has an overall vacancy rate for power centers that was only three

percent across all retail products. This translates to an occupancy rate fourteen times greater than the occupancy rate of the Redevelopment Area. The largest vacancy within the Redevelopment Area is the former locations of Dillard's and Sears. Large anchor spaces have proven more difficult to lease due to changes in consumer behavior and a reluctance for large retailers to expand. An example of this is the current use of the former Sears location. The current use as an assembly facility for electric minibikes (Burrowmax) does not represent the intended original use (retail) that the Mall was designed for. The example above are symptoms of an economic liability. As mentioned before, during the inspection by PGAV Planners, several observations were made where retail space had been converted to other uses and activities not typically found in a vibrant and healthy retail mall. When taking into account that spaces typically available for traditional retail have been leased to non-traditional businesses such as office and temporary short-term leases and uses that do not specialize in traditional retail, the vacancy rate of the Redevelopment Area increases to 84 percent.

The other typical measure of economic liability for purposes of the Chapter 353 is property value and the taxes that it produces. The total assessed value for the Redevelopment Area in 2022 was \$22,807,730, according to the St. Louis County Assessor.

**Table 4-1** shows the total assessed values for the Redevelopment Area properties for the period between 2015 and 2022. **Table 3-1A** shows changes in assessed value from 2015 to 2022.

**Table 4-1 – Area Parcel Data**

2015	2016	2017	2018	2019	2020	2021	2022
Assessed Value	Assessed Value	Assessed Value	Assessed Value	Assessed Value	Assessed Value	Assessed Value	Market Value
\$32,000,290	\$36,545,290	\$28,795,610	\$25,397,240	\$26,206,600	\$34,191,590	\$27,056,920	\$22,807,730

Source: St. Louis County Assessor

As this data indicates, the biggest drop in assessed value occurred on property that encompasses the Mall. Specifically, Locator 18S120147, which includes the entire Mall property, sans retail anchor properties. The assessed value of this property decreased by more than 88 percent from 2015 to 2022.

**Table 4-2 – Assessed Value Changes 2015-2022**

Use	% Change '15-'16	% Change '16-'17	% Change '17-'18	% Change '18-'19	% Change '19-'20	% Change '20-'21	% Change '21-'22	Overall % Change '15-'22
Total - All Parcels	14%	-21%	-12%	3%	30%	-21%	-16%	-29%

Source: St. Louis County Assessor

The Redevelopment Area's consistent declines in assessed values give rise to an inability to generate reasonable and sustained revenues, which places affected taxing jurisdictions in a position in which budgets for such services as police, fire, schools, parks, and other municipal services may not be provided at preferred levels. A drop in revenues that support these or other municipal or district services translates into an economic liability for the residents of the City and the beneficiaries of those districts

funded by area real estate, sales, and utility taxes. This is also an indicator of the obsolescence of the buildings in the area which are no longer suitable for their original intended uses. Unless redeveloped the properties will continue to be vacant, will continue to decline in value, and will be subject to further deterioration.

## **SOCIAL LIABILITY**

The Redevelopment Area is also a social liability in its present condition and use due to the previously described blighting factors. Social liability exists where conditions present a threat to public safety and welfare. The physical condition of the bulk of the Redevelopment Area properties, the lack of 24-hour security, the presence of vacant buildings, and non-functioning nighttime lighting represent a social liability by creating an environment ripe for trespassing, vandalism, and other crimes.

## **SUMMARY**

The Redevelopment Area meets, as the whole, the definition of a "Blighted Area," as such term is defined within Chapter 353, and is a portion of the City that by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of such conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals, or welfare in its present condition and use.

The Redevelopment Area meets the requirements for a Blighted Area, exhibiting factors including, but not limited to:

- Insanitary or Unsafe Conditions;
- Deterioration of Site Improvements;
- Existence of Conditions Which Endanger Life or Property by Fire and Other Causes;
- Economic Liability; and
- Social Liability.

Factors contributing to the above-listed requirements are outlined above and supported by the **Existing Conditions Photos** in **Appendix D**. The foregoing analysis and findings indicate the majority of the Redevelopment Area is affected by one or more blighting factors, which indicates that the Area is a portion of the City which by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of such conditions which endanger life or property by fire and other causes, or any combination of such factors, constitutes an economic liability or a social liability in its present condition and use. Pursuant to Sections 99.805(1) R.S.Mo., it is concluded that a predominance and a preponderance of the Redevelopment Area is a "Blighted Area," as defined by Chapter 353.

**SECTION 5  
TAX ABATEMENT**

The City is not authorizing tax abatement pursuant to this Development Plan for the Area.



**SECTION 6  
EMINENT DOMAIN**

TSG (or an affiliate) has acquired approximately 45 acres of property within the Area. The City may authorize the use of eminent domain to acquire interest associated with other property within the Area that has not yet been acquired by TSG or an affiliated entity.

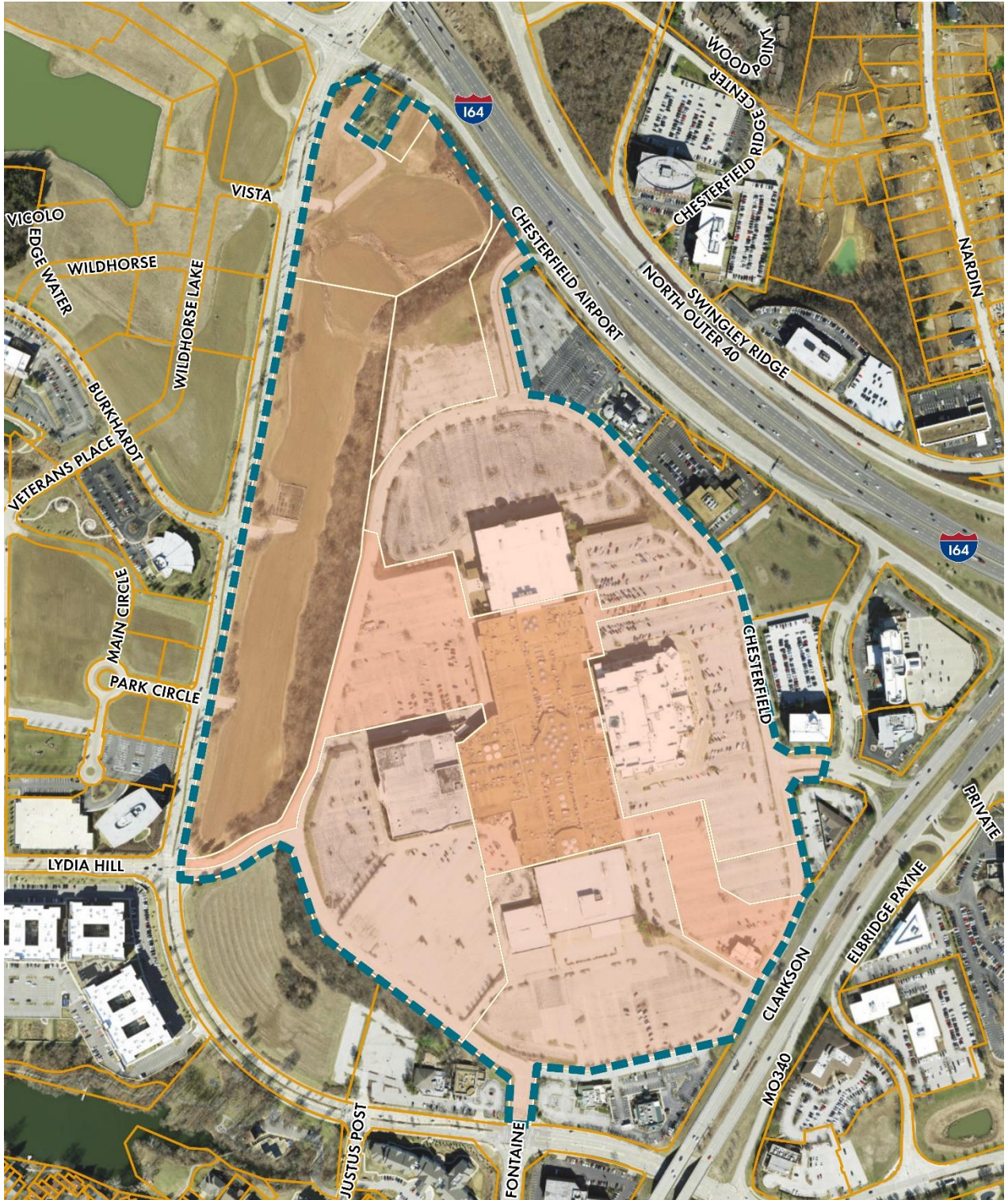
# APPENDICES

# **APPENDIX A**

**REDEVELOPMENT AREA BOUNDARY MAP**

**AND**

**LEGAL DESCRIPTION**



**PLATE 1 – CHAPTER 353 REDEVELOPMENT AREA**  
CHESTERFIELD, MO



BEGINNING at the point at which the southernmost boundary of parcel 18S120071 meets the northern right-of-way line of West Chesterfield Parkway, extending then north to a point at the northwest corner of the boundary line of parcel 19S440172 and then extending northeast along the southeastern boundary line of parcel 18S120071 to this parcel's eastern point and then continuing northeast along the eastern boundary line of parcel 18S120147 to this parcel's northeastern point and then continuing northwest along the eastern boundary line of parcel 18S120169 to this parcel's northeastern point at which it meets the southeastern point of parcel 18S120158 and then continuing north along the eastern boundary line of this parcel and continuing along the northeastern-most boundary line of parcel 18S120147 and continuing north-northwest along the boundary of parcel 18S120288, continuing then northwest along the boundary line of parcel 18S130070, continuing then northwest along the boundary line of parcel 18S410163, continuing then northwest along the northern boundary line of parcel 18S410239 to its westernmost point and then continuing south along the western boundary line of the aforesaid parcel to a point at where it meets the boundary line of parcel 18S410163 and continues then west along the boundary line of this aforesaid parcel and continues south along the boundary line of parcel 18S130157, continuing then south along the boundary line of parcel 18S120147, continuing then south along the boundary line of parcel 18S110137 and following the boundary line of this aforesaid parcel, then continuing east along the boundary line of parcel 18S120071 to the POINT OF BEGINNING.

The aforesaid area contains St. Louis County parcels 18S120071, 18S110137, 18S120147, 18S130146, 18S120158, 18S140288, 18S130070, 18S130157, 18S410163, 18S120169, 18S410239.

# APPENDIX B

## PHOTOGRAPHS

[Link to App to View Photographs](#)

















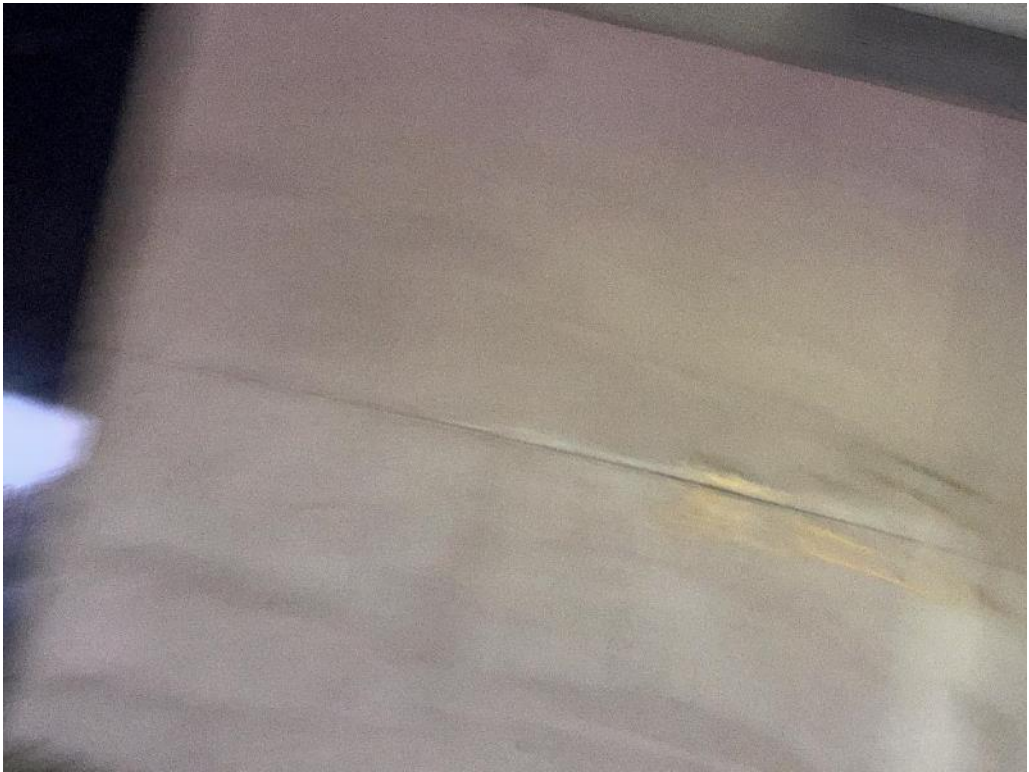
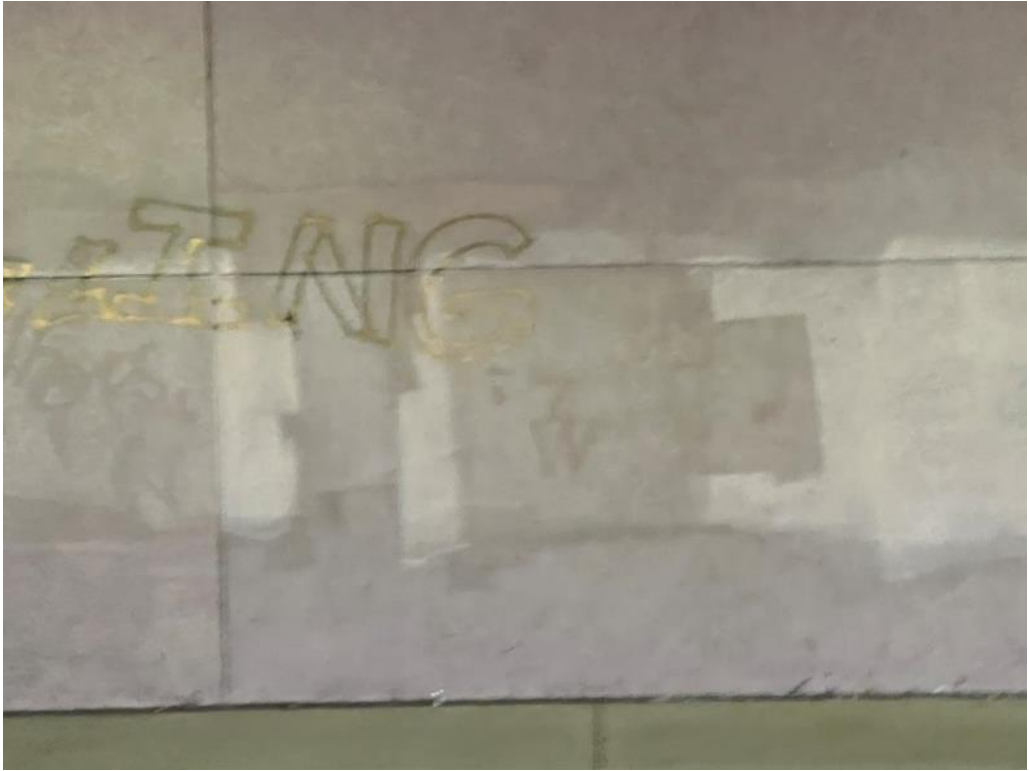




































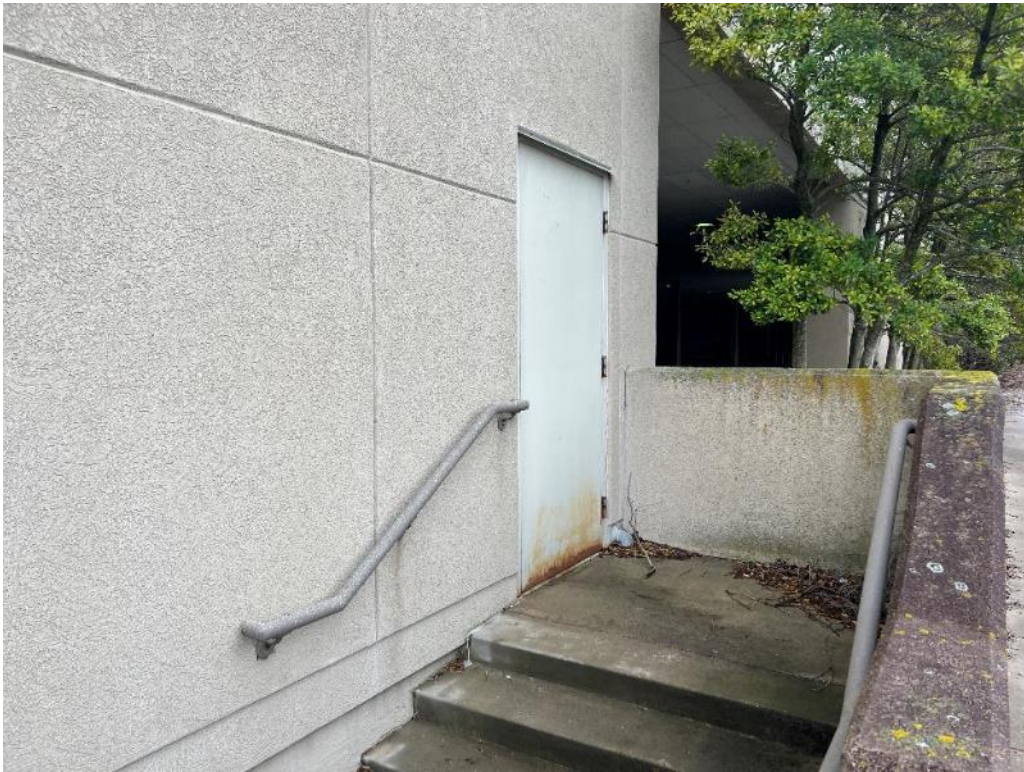


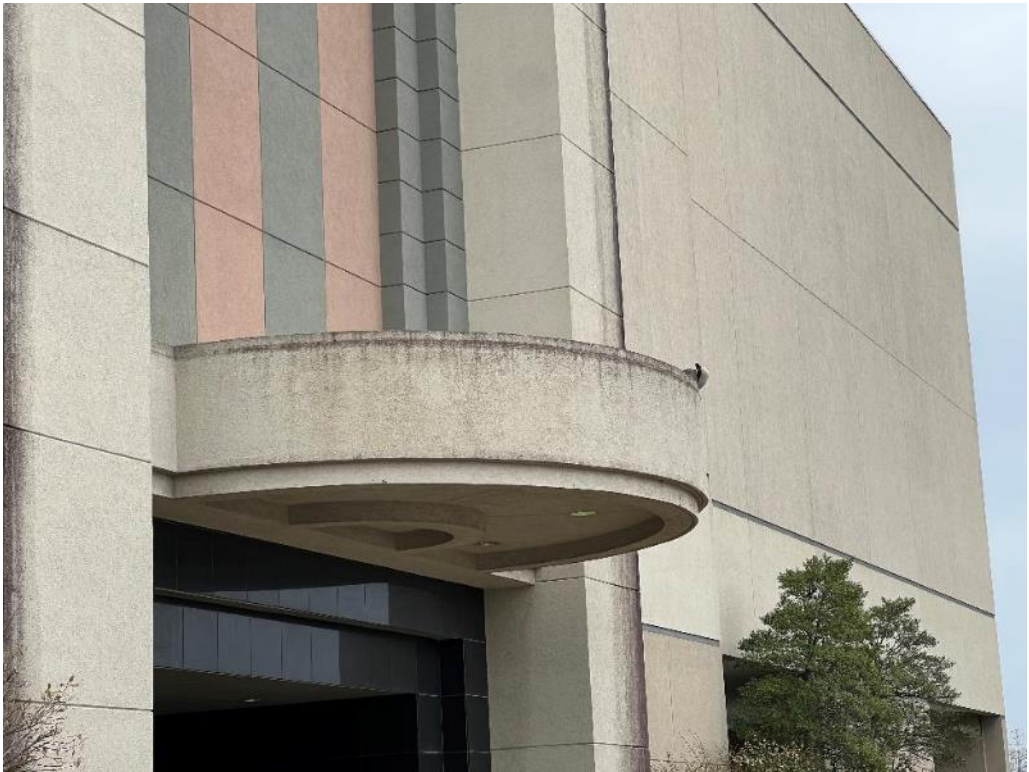




























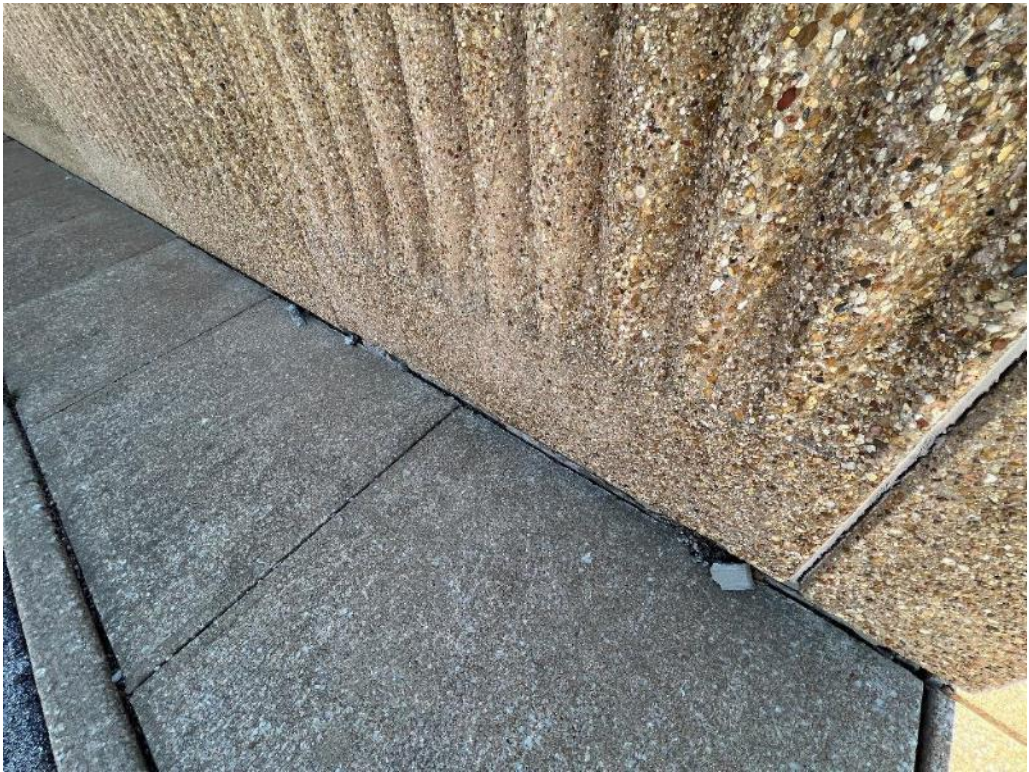
















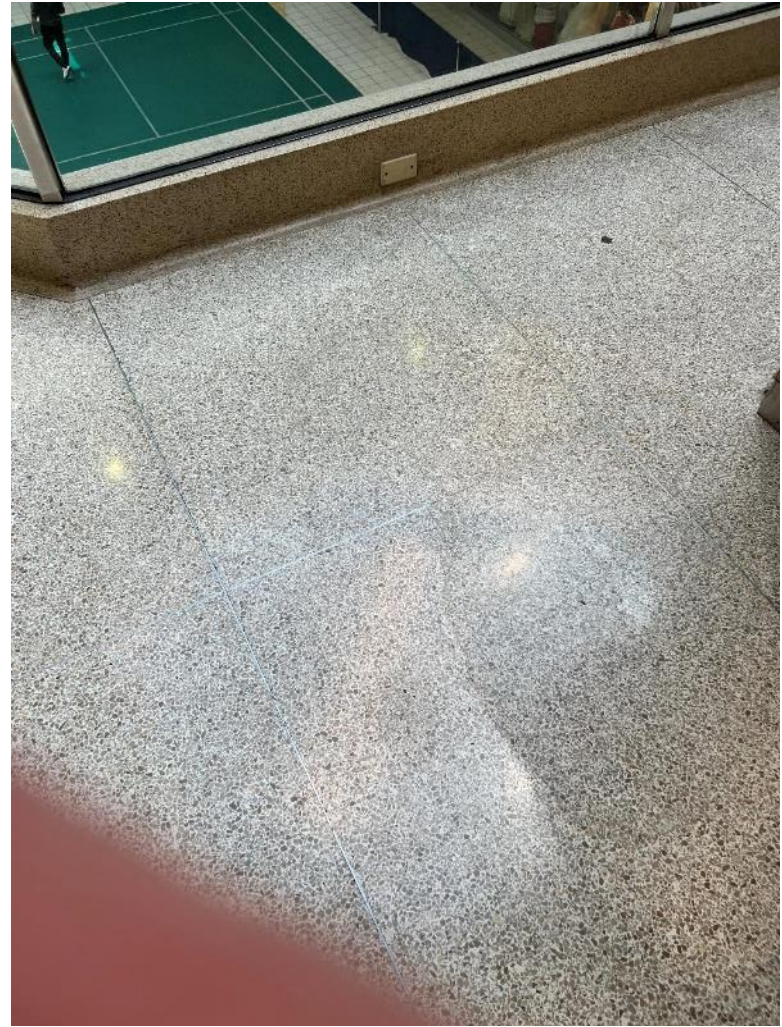








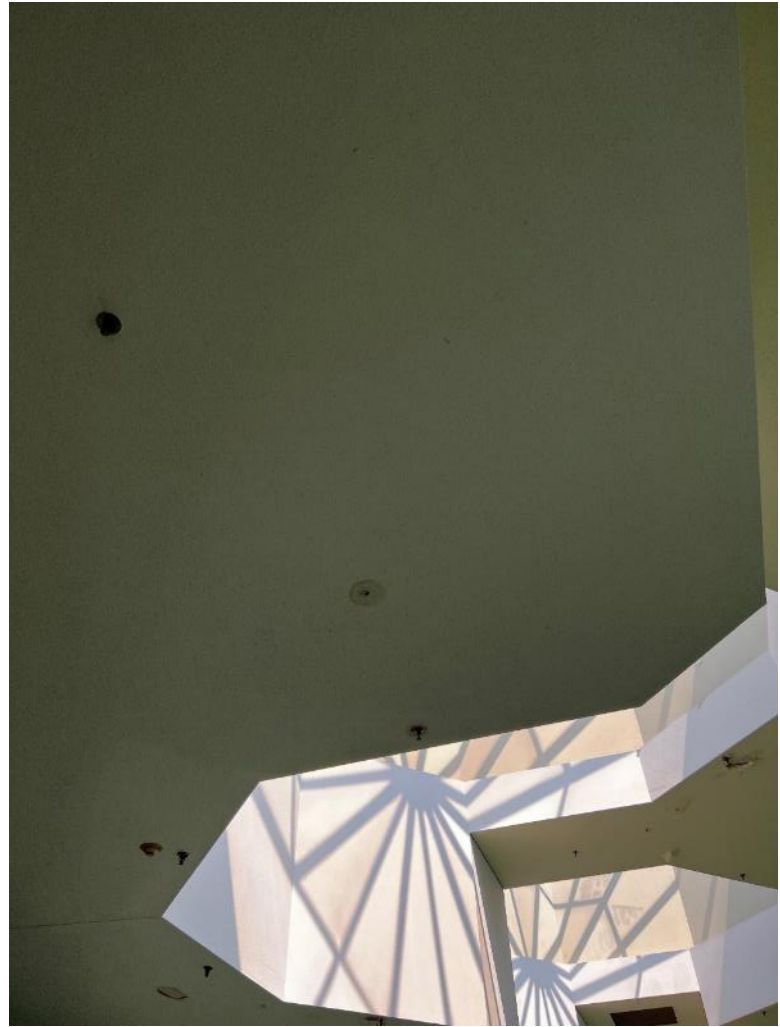


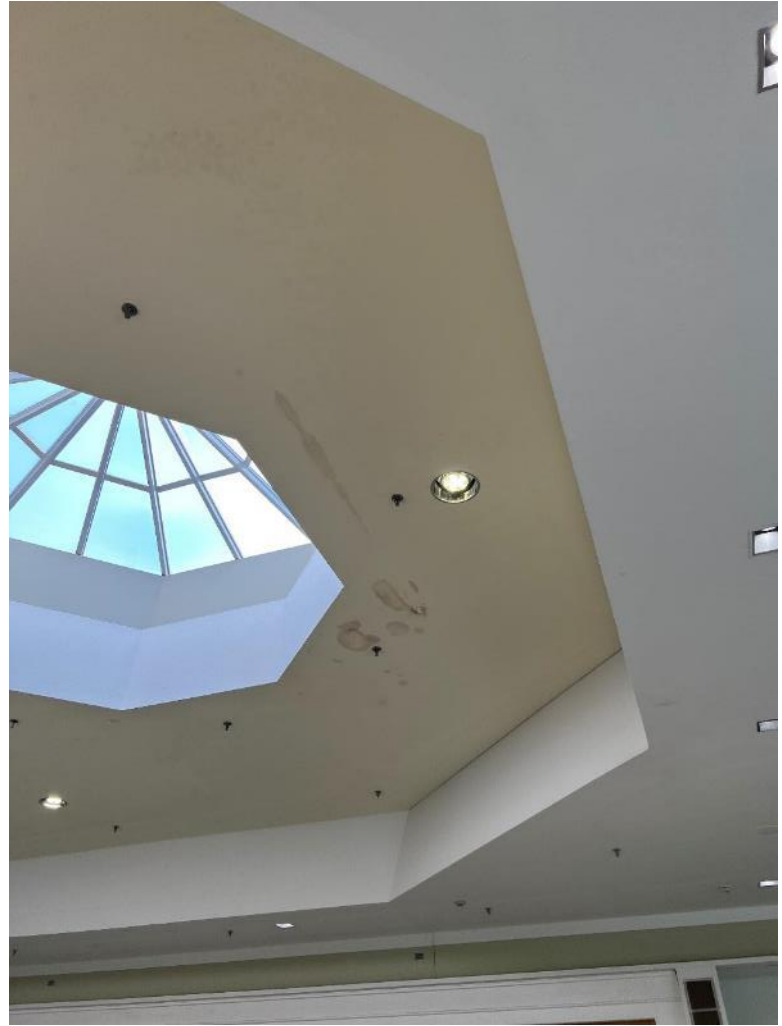
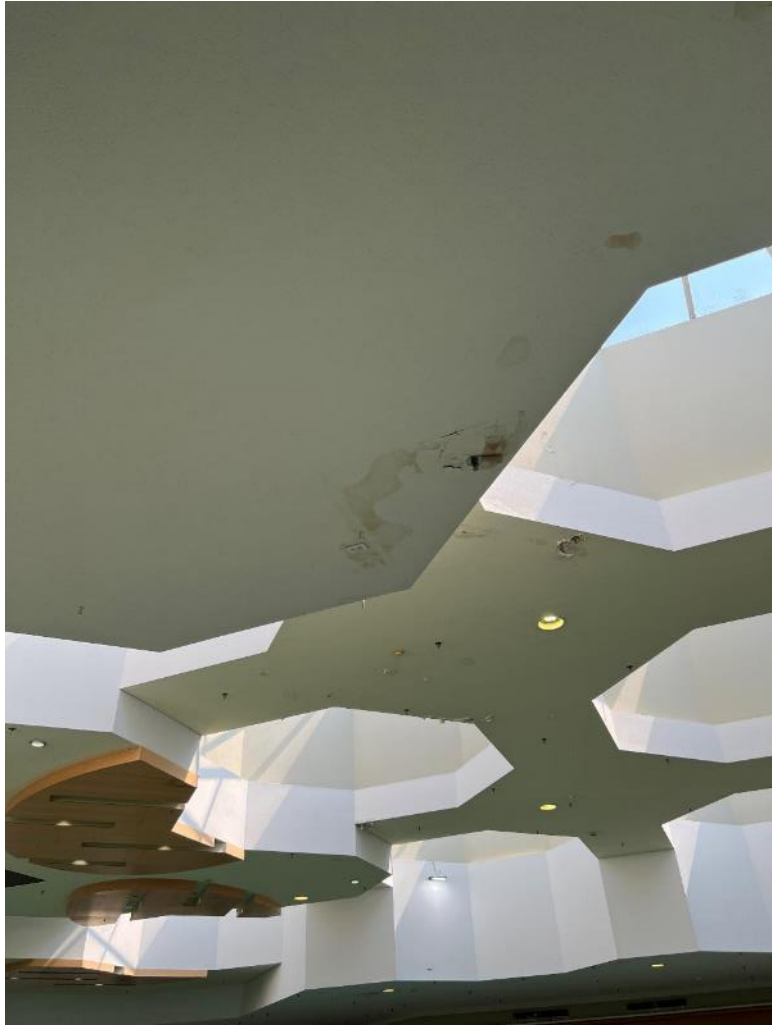


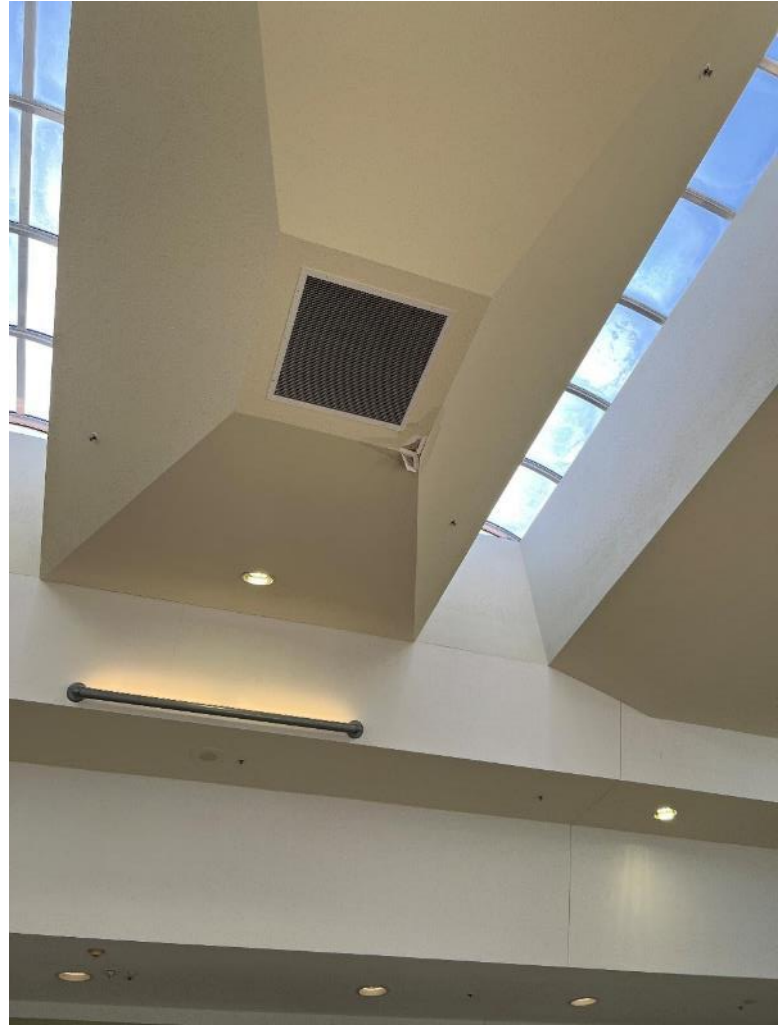


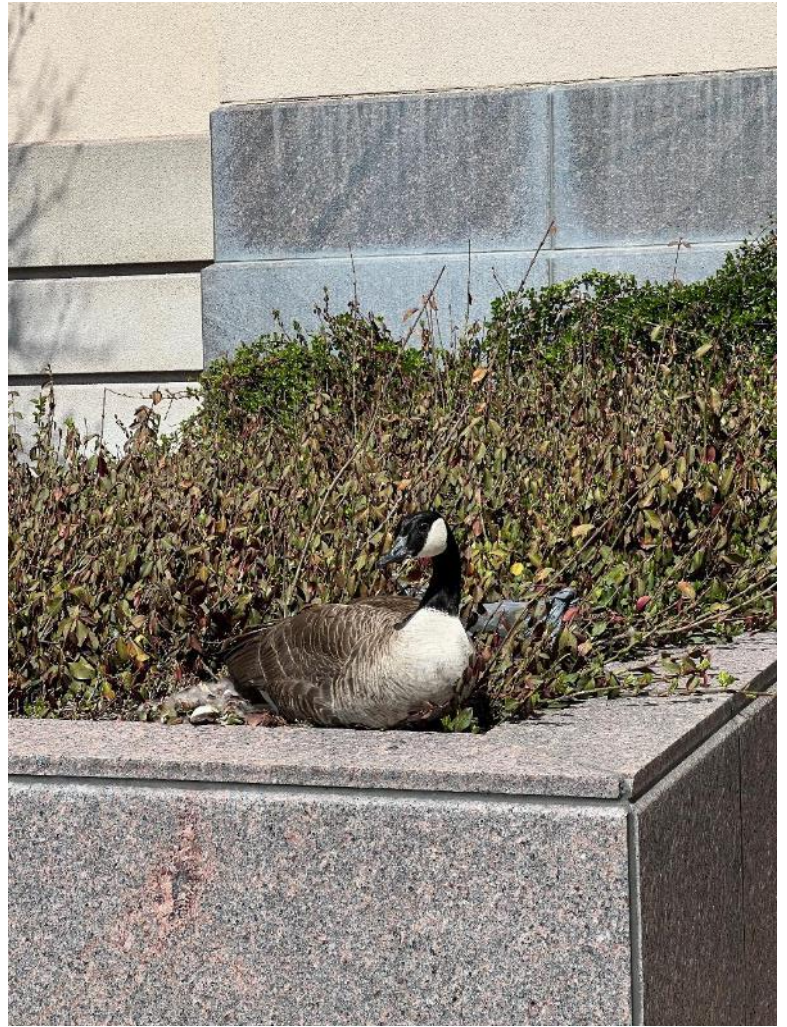


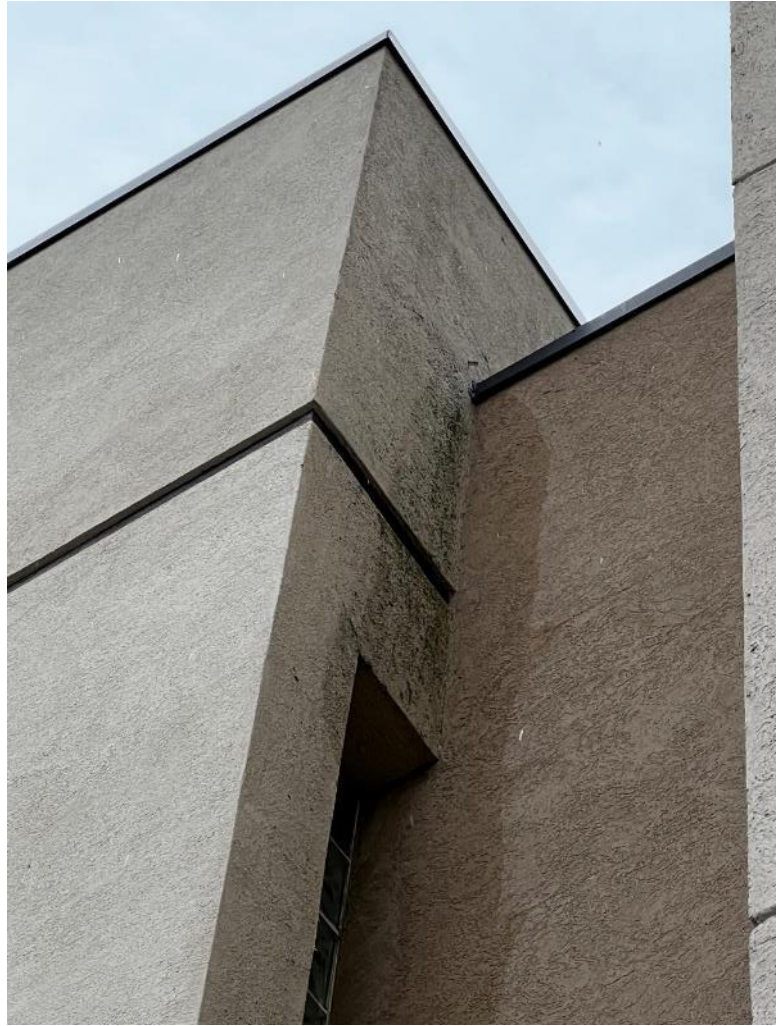


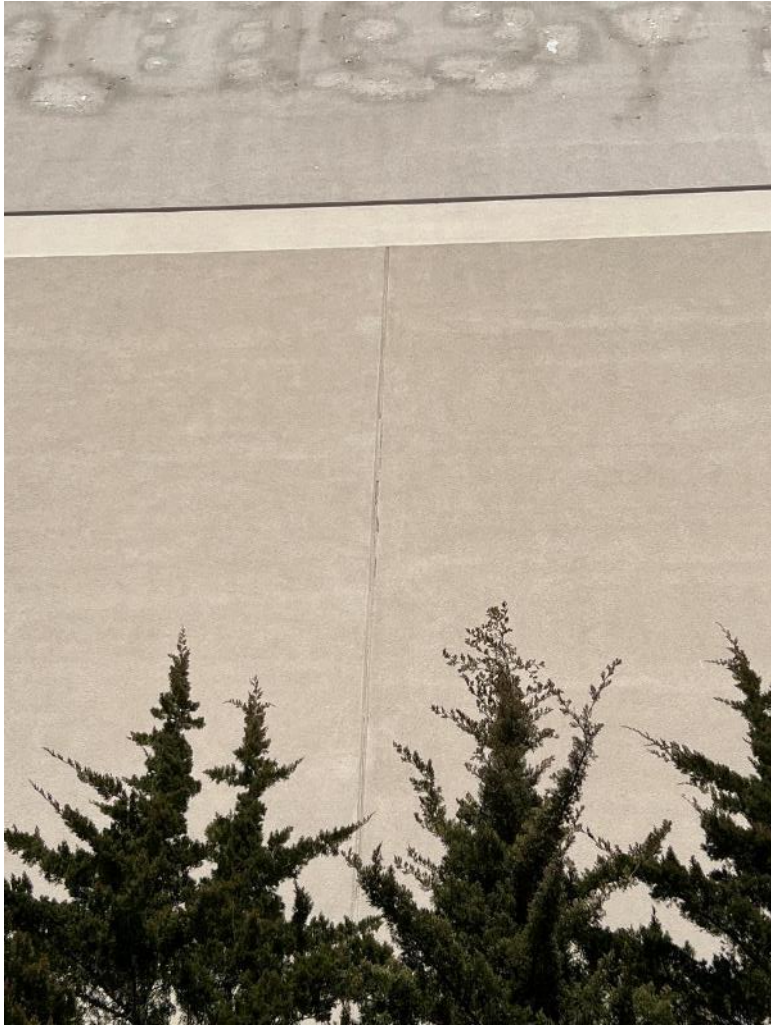


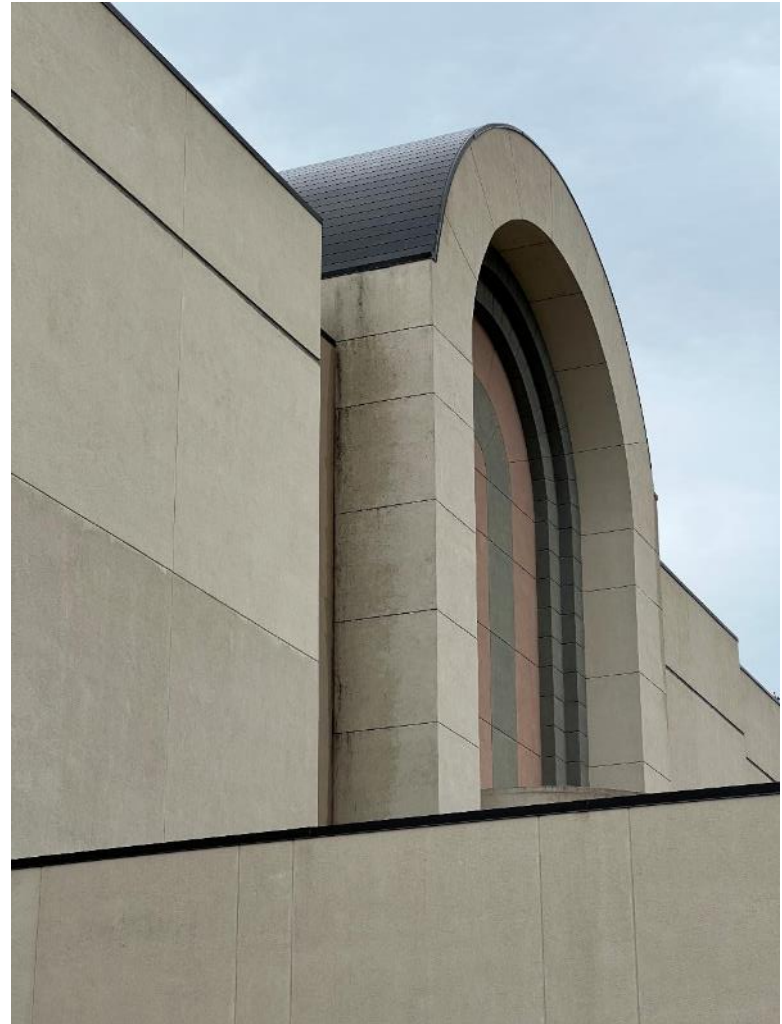






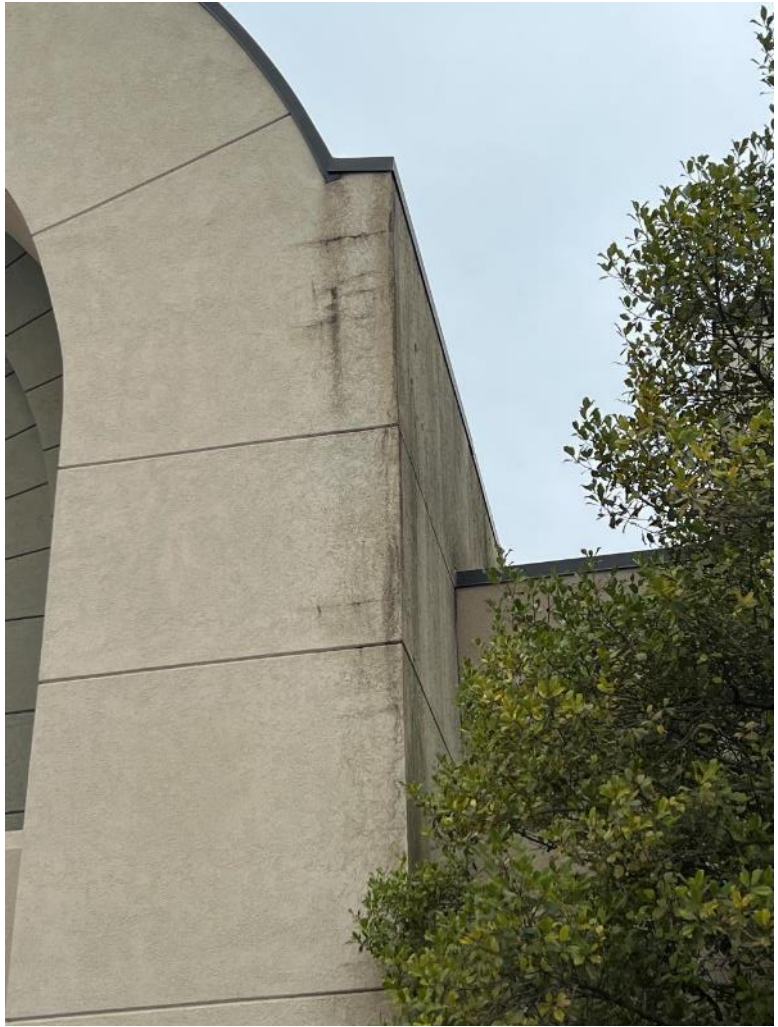
















Planning                      Saint Louis Place                      314 231-7318  
Development                200 North Broadway                314 231-7433 FAX  
Finance  
Urban Design                Suite 1000  
   St. Louis, Missouri 63102

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## TECHNICAL MEMORANDUM

To:     Justin Wyse

Date:     June 2, 2023

From:     Andy Struckhoff

Cc:

Re:     Tax Impact Statement

Project Name:     Chesterfield Regional 353 Redevelopment Area

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### I. INTRODUCTION

This Memorandum and the accompanying tables comprise the Tax Impact Statement for the Chesterfield Regional 353 development project (the "Project") proposed by TSG Downtown Chesterfield Redevelopment Staenberg Group, Inc. (the "Developer") for the Chesterfield Regional 353 Development Area (the "Development Area" or "Area"). The Area is approximately 121.19 acres in size, generally bounded by Chesterfield Center Drive on all sides, and wholly located within the City of Chesterfield, Missouri (the "City"). The boundary of the Redevelopment Area is shown in the exhibit entitled Redevelopment Area Boundary included in Appendix B.

Chapter 353 RSMO requires that each political subdivision whose boundaries for ad valorem taxation purposes include any portion of the real property to be affected by the Project with a written statement of the impact on ad valorem taxes any tax abatement. The City and the Developer do not contemplate the provision of any real property tax abatement associated with the development of the Project. The Project will, however, be subject to Tax Increment Financing. Information with respect to the fiscal impacts of tax abatement upon affected taxing jurisdictions is provided in the Cost/Benefit Analysis provided in conjunction with the Chesterfield Regional Tax Increment Financing Redevelopment Plan.

This analysis is for a Project that is not yet constructed and is based on the improvement of predominantly vacant commercial property. The user of this analysis is cautioned to study the assumptions noted on each of the attached tables, in addition to the assumptions stated in the following paragraphs.

## **II. REAL PROPERTY TAX ABATEMENT**

### **1. Tax Abatement Period**

There is no tax abatement contemplated for the Project.

### **2. Base Equalized Assessed Value (EAV)**

The estimated taxable base equalized assessed value of the Area is \$7,922,590.

### **3. Tax Rates**

The total property tax rate levied against Area commercial property is \$10.9725 per \$100 of assessed valuation, inclusive of the commercial surcharge rate of \$1.70 per \$100 of assessed valuation. The total property tax rate levied against residential real property is \$7.8424 per \$100 of assessed valuation.

### **4. Projected Market Value and Assessed Value**

See Table 1, attached, in Appendix A. The assumptions used in this analysis to project future market values are based on information on comparable facilities obtained from the St. Louis County Assessor (the "Assessor"). At the time the buildings are completed, the Assessor will

appraise the actual project as constructed. Since the Project has not yet been built, the Assessor cannot determine the future appraised value for purposes of levying real property taxes.

## **III. FISCAL IMPACT**

### **1. Real Property Taxes**

**Table 4a and Table 4b** shows the property taxes estimated to be paid absent the Project.

**Tables 5a-5b** show the estimated taxes generated by the Project.

#### **IV. GENERAL ASSUMPTIONS AND CONDITIONS**

These projections are intended to be interpreted and used based on the assumptions used for their preparation. Projections formulated in this document are based on currently available information and the assumptions as stated. PGAV Planners believes that the assumptions used in this analysis constitute a reasonable basis for its preparation.

This Memorandum and the financial projections contained herein are based on assumptions, projections, and information provided by the Developer and various other sources considered reliable. PGAV neither verified nor audited the information that was provided by the other sources. Information provided by others is assumed to be reliable, but PGAV Planners assumes no responsibility for its accuracy or certainty.

In addition to the impact on these projections of actual implementation activities, external factors may influence these assumptions and projections as well. Changes in the national, regional, and local economic and real estate market conditions and trends may impact the real estate market and redevelopment activity. Changes or modifications may also be caused by economic, environmental, legislative, or physical events or conditions. PGAV Planners assumes no liability should market conditions change or the development schedule is not met.

The tax revenue projections contained in this report represent prospective information, opinions, and estimates regarding a development project that is not yet constructed. These projections are not provided as predictions or assurances that a certain level of performance will be achieved or that certain events will occur. The actual results will vary from the projections described herein and the variations may be material. Because the future is

uncertain, there is risk associated with achieving the results projected. PGAV Planners assumes no responsibility for any degree of risk involved.

This report and the information included herein are intended for the purposes of providing a preliminary concept of the performance of this potential project for use by the City and should not be used for other purposes. Neither this document nor its contents may be referred to or quoted, in whole or in part, for any purpose including, but not limited to, any official statement for a bond issue and consummation of a bond sale, any registration statement, prospectus, loan, or other agreement or document, without prior review and written approval by PGAV Planners regarding any representation therein with respect to PGAV Planners' organization and work product.

# APPENDIX A

**Table 1**  
**Estimated Valuations - Chesterfield Regional 353 Area**

Project Component	Improvement Size	Unit	Estimated Market Value per Unit	Assessor Classification	Assessment Rate	Estimated Market Value at Completion	Estimated Assessed Value at Completion
Residential	2,725	Units	\$ 195,075	Residential	19%	\$ 531,578,947	\$ 101,000,000
Commercial	3,001,500	GSF	\$ 360	Commercial	32%	\$ 1,080,540,000	\$ 345,772,800
<b>Totals</b>						<b>\$1,612,118,947</b>	<b>\$446,772,800</b>



**Table 2**  
**Parcel List and Base Assessed Value Estimate** <sup>1</sup>  
 Chesterfield Regional 353 Redevelopment Area  
 Chesterfield, MO

PIN	Owner Name	Total 2022 Equalized Assessed Value
18S120071	TSG Downtown Chesterfield Redevelopment Staenberg Group Inc	\$ 1,667,580
18S110137	TSG Downtown Chesterfield Redevelopment Staenberg Group Inc	\$ 1,687,330
18S120147	TSG Downtown Chesterfield Redevelopment Staenberg Group Inc	\$ 2,004,540
18S130146	Chesterfield Village Inc	\$ 220
18S120158	TSG Downtown Chesterfield Redevelopment Staenberg Group Inc	\$ 723,840
18S140288	Dillard Department Stores	\$ 1,440,000
18S130070	Twist Enterprises LLC	\$ 224,000
18S130157	Chesterfield Village Inc	\$ 2,180
18S410163	Chesterfield Village Inc	\$ 970
18S120169	TSG Downtown Chesterfield Redevelopment Staenberg Group Inc	\$ 171,880
18S410239	Chesterfield Village Inc	\$ 50
<b>Estimated Base Taxable Assessed Value</b>		<b>\$ 7,922,590</b>

<sup>1</sup> Source: St. Louis City Assessor

**Table 3**  
**2022 Real Property Tax Rates per \$100** <sup>1,2</sup>  
 Chesterfield Regional 353 Development Area  
 Chesterfield, MO

Applicable Property Tax Rates	Residential Property Tax Rate	Commercial Property Tax Rate
County General	0.1650	0.1860
County Health Fund	0.1110	0.1250
County Park Maintenance	0.0400	0.0440
County Bond Retire	0.0190	0.0190
Roads and Bridges	0.0830	0.0930
St. Louis Community College	0.2787	0.2787
Special School District	1.0495	1.0495
Metropolitan Zoo Museum District	0.2528	0.2528
County Library	0.2060	0.2400
Parkway Schools	3.6841	4.8472
Metropolitan Sewer District	0.1053	0.1053
Dev. Disability - Productive Living Board	0.0700	0.0860
Fire - Monarch	0.8740	0.9580
State of Missouri Blind Pension Fund	0.0300	0.0300
Fire - Monarch	0.8740	0.9580
Subtotal Tax Rate	7.8424	9.2725
Commercial Surcharge		1.7000
<b>Total Tax Rate</b>	<b>7.8424</b>	<b>10.9725</b>

Source: City of St. Louis

<sup>1</sup> Actual tax rates will vary from year-to-year.

<sup>2</sup> The Commercial Surcharge applies only to commercial real property.

**Table 4a**  
**Estimated Real Property Taxes Paid Absent the Development Project**  
 Chesterfield Regional 353 Redevelopment Area  
 St. Louis, MO

Revenue Sources	Prog. Yr.	Projected Revenues by Year in Dollars												
		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
		0	1	2	3	4	5	6	7	8	9	10	11	12
<b>Base EAV</b>		\$ 7,922,590	\$ 7,922,590	\$ 8,001,816	\$ 8,001,816	\$ 8,081,834	\$ 8,081,834	\$ 8,162,652	\$ 8,162,652	\$ 8,244,279	\$ 8,244,279	\$ 8,326,722	\$ 8,326,722	\$ 8,409,989
<b>Total Estimated Taxes Paid on Commercial Development</b>		\$ 869,306	\$ 869,306	\$ 877,999	\$ 877,999	\$ 886,779	\$ 886,779	\$ 895,647	\$ 895,647	\$ 904,604	\$ 904,604	\$ 913,650	\$ 913,650	\$ 922,786

Estimated Property Taxes on Existing Value	Rate	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
County General	0.1860	\$ 14,736	\$ 14,736	\$ 14,883	\$ 14,883	\$ 15,032	\$ 15,032	\$ 15,183	\$ 15,183	\$ 15,334	\$ 15,334	\$ 15,488	\$ 15,488	\$ 15,643
County Health Fund	0.1250	\$ 9,903	\$ 9,903	\$ 10,002	\$ 10,002	\$ 10,102	\$ 10,102	\$ 10,203	\$ 10,203	\$ 10,305	\$ 10,305	\$ 10,408	\$ 10,408	\$ 10,512
County Park Maintenance	0.0440	\$ 3,486	\$ 3,486	\$ 3,521	\$ 3,521	\$ 3,556	\$ 3,556	\$ 3,592	\$ 3,592	\$ 3,627	\$ 3,627	\$ 3,664	\$ 3,664	\$ 3,700
County Bond Retire	0.0190	\$ 1,505	\$ 1,505	\$ 1,520	\$ 1,520	\$ 1,536	\$ 1,536	\$ 1,551	\$ 1,551	\$ 1,566	\$ 1,566	\$ 1,582	\$ 1,582	\$ 1,598
Roads and Bridges	0.0930	\$ 7,368	\$ 7,368	\$ 7,442	\$ 7,442	\$ 7,516	\$ 7,516	\$ 7,591	\$ 7,591	\$ 7,667	\$ 7,667	\$ 7,744	\$ 7,744	\$ 7,821
St. Louis Community College	0.2787	\$ 22,080	\$ 22,080	\$ 22,301	\$ 22,301	\$ 22,524	\$ 22,524	\$ 22,749	\$ 22,749	\$ 22,977	\$ 22,977	\$ 23,207	\$ 23,207	\$ 23,439
Special School District	1.0495	\$ 83,148	\$ 83,148	\$ 83,979	\$ 83,979	\$ 84,819	\$ 84,819	\$ 85,667	\$ 85,667	\$ 86,524	\$ 86,524	\$ 87,389	\$ 87,389	\$ 88,263
Metropolitan Zoo Museum District	0.2528	\$ 20,028	\$ 20,028	\$ 20,229	\$ 20,229	\$ 20,431	\$ 20,431	\$ 20,635	\$ 20,635	\$ 20,842	\$ 20,842	\$ 21,050	\$ 21,050	\$ 21,260
County Library	0.2400	\$ 19,014	\$ 19,014	\$ 19,204	\$ 19,204	\$ 19,396	\$ 19,396	\$ 19,590	\$ 19,590	\$ 19,786	\$ 19,786	\$ 19,984	\$ 19,984	\$ 20,184
Parkway Schools	4.8472	\$ 384,024	\$ 384,024	\$ 387,864	\$ 387,864	\$ 391,743	\$ 391,743	\$ 395,660	\$ 395,660	\$ 399,617	\$ 399,617	\$ 403,613	\$ 403,613	\$ 407,649
Metropolitan Sewer District	0.1053	\$ 8,342	\$ 8,342	\$ 8,426	\$ 8,426	\$ 8,510	\$ 8,510	\$ 8,595	\$ 8,595	\$ 8,681	\$ 8,681	\$ 8,768	\$ 8,768	\$ 8,856
Dev. Disability - Productive Living Board	0.0860	\$ 6,813	\$ 6,813	\$ 6,882	\$ 6,882	\$ 6,950	\$ 6,950	\$ 7,020	\$ 7,020	\$ 7,090	\$ 7,090	\$ 7,161	\$ 7,161	\$ 7,233
Fire - Monarch	0.9580	\$ 75,898	\$ 75,898	\$ 76,657	\$ 76,657	\$ 77,424	\$ 77,424	\$ 78,198	\$ 78,198	\$ 78,980	\$ 78,980	\$ 79,770	\$ 79,770	\$ 80,568
State of Missouri Blind Pension Fund	0.0300	\$ 2,377	\$ 2,377	\$ 2,401	\$ 2,401	\$ 2,425	\$ 2,425	\$ 2,449	\$ 2,449	\$ 2,473	\$ 2,473	\$ 2,498	\$ 2,498	\$ 2,523
Commercial Surcharge	1.7000	\$ 134,684	\$ 134,684	\$ 136,031	\$ 136,031	\$ 137,391	\$ 137,391	\$ 138,765	\$ 138,765	\$ 140,153	\$ 140,153	\$ 141,554	\$ 141,554	\$ 142,970
Fire - Monarch	0.9580	\$ 75,898	\$ 75,898	\$ 76,657	\$ 76,657	\$ 77,424	\$ 77,424	\$ 78,198	\$ 78,198	\$ 78,980	\$ 78,980	\$ 79,770	\$ 79,770	\$ 80,568
<b>Estimated Total Taxes Paid</b>	<b>10.9725</b>	<b>\$ 869,306</b>	<b>\$ 869,306</b>	<b>\$ 877,999</b>	<b>\$ 877,999</b>	<b>\$ 886,779</b>	<b>\$ 886,779</b>	<b>\$ 895,647</b>	<b>\$ 895,647</b>	<b>\$ 904,604</b>	<b>\$ 904,604</b>	<b>\$ 913,650</b>	<b>\$ 913,650</b>	<b>\$ 922,786</b>

**Table 4b**  
**Estimated Real Property Taxes Paid Absent the Development Project**  
 Chesterfield Regional 353 Redevelopment Area  
 St. Louis, MO

Revenue Sources	Prog. Yr.	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048
		13	14	15	16	17	18	19	20	21	22	23	24	25
<b>Base EAV</b>		\$ 8,409,989	\$ 8,494,089	\$ 8,494,089	\$ 8,579,030	\$ 8,579,030	\$ 8,664,820	\$ 8,664,820	\$ 8,751,468	\$ 8,751,468	\$ 8,838,983	\$ 8,838,983	\$ 8,927,373	\$ 8,927,373
<b>Total Estimated Taxes Paid on Commercial Development</b>		\$ 922,786	\$ 932,014	\$ 932,014	\$ 941,334	\$ 941,334	\$ 950,747	\$ 950,747	\$ 960,255	\$ 960,255	\$ 969,857	\$ 969,857	\$ 979,556	\$ 979,556

Estimated Property Taxes on Existing Value	Rate	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048
County General	0.1860	\$ 15,643	\$ 15,799	\$ 15,799	\$ 15,957	\$ 15,957	\$ 16,117	\$ 16,117	\$ 16,278	\$ 16,278	\$ 16,441	\$ 16,441	\$ 16,605	\$ 16,605
County Health Fund	0.1250	\$ 10,512	\$ 10,618	\$ 10,618	\$ 10,724	\$ 10,724	\$ 10,831	\$ 10,831	\$ 10,939	\$ 10,939	\$ 11,049	\$ 11,049	\$ 11,159	\$ 11,159
County Park Maintenance	0.0440	\$ 3,700	\$ 3,737	\$ 3,737	\$ 3,775	\$ 3,775	\$ 3,813	\$ 3,813	\$ 3,851	\$ 3,851	\$ 3,889	\$ 3,889	\$ 3,928	\$ 3,928
County Bond Retire	0.0190	\$ 1,598	\$ 1,614	\$ 1,614	\$ 1,630	\$ 1,630	\$ 1,646	\$ 1,646	\$ 1,663	\$ 1,663	\$ 1,679	\$ 1,679	\$ 1,696	\$ 1,696
Roads and Bridges	0.0930	\$ 7,821	\$ 7,900	\$ 7,900	\$ 7,978	\$ 7,978	\$ 8,058	\$ 8,058	\$ 8,139	\$ 8,139	\$ 8,220	\$ 8,220	\$ 8,302	\$ 8,302
St. Louis Community College	0.2787	\$ 23,439	\$ 23,673	\$ 23,673	\$ 23,910	\$ 23,910	\$ 24,149	\$ 24,149	\$ 24,390	\$ 24,390	\$ 24,634	\$ 24,634	\$ 24,881	\$ 24,881
Special School District	1.0495	\$ 88,263	\$ 89,145	\$ 89,145	\$ 90,037	\$ 90,037	\$ 90,937	\$ 90,937	\$ 91,847	\$ 91,847	\$ 92,765	\$ 92,765	\$ 93,693	\$ 93,693
Metropolitan Zoo Museum District	0.2528	\$ 21,260	\$ 21,473	\$ 21,473	\$ 21,688	\$ 21,688	\$ 21,905	\$ 21,905	\$ 22,124	\$ 22,124	\$ 22,345	\$ 22,345	\$ 22,568	\$ 22,568
County Library	0.2400	\$ 20,184	\$ 20,386	\$ 20,386	\$ 20,590	\$ 20,590	\$ 20,796	\$ 20,796	\$ 21,004	\$ 21,004	\$ 21,214	\$ 21,214	\$ 21,426	\$ 21,426
Parkway Schools	4.8472	\$ 407,649	\$ 411,725	\$ 411,725	\$ 415,843	\$ 415,843	\$ 420,001	\$ 420,001	\$ 424,201	\$ 424,201	\$ 428,443	\$ 428,443	\$ 432,728	\$ 432,728
Metropolitan Sewer District	0.1053	\$ 8,856	\$ 8,944	\$ 8,944	\$ 9,034	\$ 9,034	\$ 9,124	\$ 9,124	\$ 9,215	\$ 9,215	\$ 9,307	\$ 9,307	\$ 9,401	\$ 9,401
Dev. Disability - Productive Living Board	0.0860	\$ 7,233	\$ 7,305	\$ 7,305	\$ 7,378	\$ 7,378	\$ 7,452	\$ 7,452	\$ 7,526	\$ 7,526	\$ 7,602	\$ 7,602	\$ 7,678	\$ 7,678
Fire - Monarch	0.9580	\$ 80,568	\$ 81,373	\$ 81,373	\$ 82,187	\$ 82,187	\$ 83,009	\$ 83,009	\$ 83,839	\$ 83,839	\$ 84,677	\$ 84,677	\$ 85,524	\$ 85,524
State of Missouri Blind Pension Fund	0.0300	\$ 2,523	\$ 2,548	\$ 2,548	\$ 2,574	\$ 2,574	\$ 2,599	\$ 2,599	\$ 2,625	\$ 2,625	\$ 2,652	\$ 2,652	\$ 2,678	\$ 2,678
Commercial Surcharge	1.7000	\$ 142,970	\$ 144,400	\$ 144,400	\$ 145,844	\$ 145,844	\$ 147,302	\$ 147,302	\$ 148,775	\$ 148,775	\$ 150,263	\$ 150,263	\$ 151,765	\$ 151,765
Fire - Monarch	0.9580	\$ 80,568	\$ 81,373	\$ 81,373	\$ 82,187	\$ 82,187	\$ 83,009	\$ 83,009	\$ 83,839	\$ 83,839	\$ 84,677	\$ 84,677	\$ 85,524	\$ 85,524
<b>Estimated Total Taxes Paid</b>	<b>10.9725</b>	<b>\$ 922,786</b>	<b>\$ 932,014</b>	<b>\$ 932,014</b>	<b>\$ 941,334</b>	<b>\$ 941,334</b>	<b>\$ 950,747</b>	<b>\$ 950,747</b>	<b>\$ 960,255</b>	<b>\$ 960,255</b>	<b>\$ 969,857</b>	<b>\$ 969,857</b>	<b>\$ 979,556</b>	<b>\$ 979,556</b>

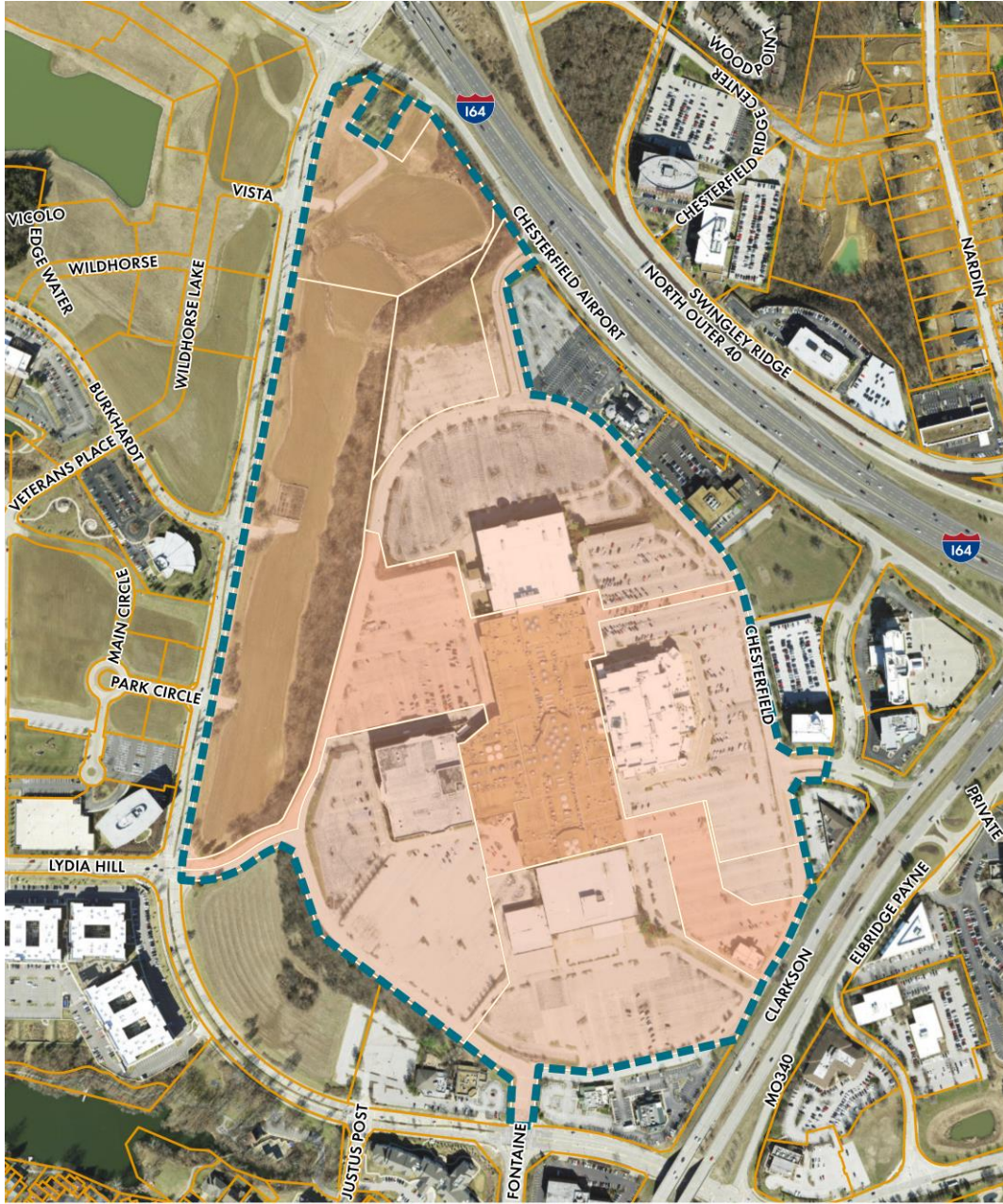
**Table 5b**  
**Estimated Total Property Taxes Generated by the Project**  
 Chesterfield Regional 353 Redevelopment Area  
 St. Louis, MO

Revenue Sources	Prog. Yr.	Projected Revenues by Year in Dollars												
		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
		0	1	2	3	4	5	6	7	8	9	10	11	12
<b>Estimated Taxes Paid</b>														
County General		\$ 22,842	\$ 23,145	\$ 23,456	\$ 115,926	\$ 266,270	\$ 337,595	\$ 440,854	\$ 515,525	\$ 605,928	\$ 651,618	\$ 744,560	\$ 751,354	\$ 776,401
County Health Fund		\$ 15,351	\$ 15,554	\$ 15,763	\$ 77,939	\$ 179,009	\$ 226,959	\$ 296,369	\$ 346,563	\$ 407,320	\$ 438,026	\$ 500,491	\$ 505,056	\$ 521,893
County Park Maintenance		\$ 5,403	\$ 5,475	\$ 5,549	\$ 27,691	\$ 63,534	\$ 80,549	\$ 105,111	\$ 122,881	\$ 144,280	\$ 155,093	\$ 177,112	\$ 178,719	\$ 184,682
County Bond Retire		\$ 2,333	\$ 2,364	\$ 2,396	\$ 12,436	\$ 28,408	\$ 36,009	\$ 46,857	\$ 54,721	\$ 63,984	\$ 68,662	\$ 78,228	\$ 78,922	\$ 81,564
Roads and Bridges		\$ 11,421	\$ 11,572	\$ 11,728	\$ 58,101	\$ 133,417	\$ 169,153	\$ 220,852	\$ 258,243	\$ 303,451	\$ 326,298	\$ 372,786	\$ 376,183	\$ 388,726
St. Louis Community College		\$ 34,226	\$ 34,680	\$ 35,145	\$ 182,412	\$ 416,706	\$ 528,200	\$ 687,319	\$ 802,669	\$ 938,550	\$ 1,007,158	\$ 1,147,476	\$ 1,157,655	\$ 1,196,420
Special School District		\$ 128,885	\$ 130,595	\$ 132,347	\$ 686,907	\$ 1,569,190	\$ 1,989,042	\$ 2,588,234	\$ 3,022,609	\$ 3,534,296	\$ 3,792,654	\$ 4,321,048	\$ 4,359,379	\$ 4,505,357
Metropolitan Zoo Museum District		\$ 31,045	\$ 31,457	\$ 31,879	\$ 165,460	\$ 377,981	\$ 479,114	\$ 623,445	\$ 728,076	\$ 851,329	\$ 913,562	\$ 1,040,839	\$ 1,050,072	\$ 1,085,235
County Library		\$ 29,474	\$ 29,864	\$ 30,265	\$ 147,671	\$ 339,685	\$ 430,703	\$ 562,976	\$ 658,565	\$ 775,122	\$ 834,044	\$ 953,739	\$ 962,504	\$ 994,552
Parkway Schools		\$ 595,267	\$ 603,163	\$ 611,257	\$ 2,850,601	\$ 6,592,054	\$ 8,360,344	\$ 10,965,269	\$ 12,843,374	\$ 15,191,061	\$ 16,378,832	\$ 18,780,328	\$ 18,957,362	\$ 19,585,910
Metropolitan Sewer District		\$ 12,932	\$ 13,103	\$ 13,279	\$ 68,920	\$ 157,442	\$ 199,568	\$ 259,687	\$ 303,269	\$ 354,608	\$ 380,530	\$ 433,546	\$ 437,392	\$ 452,038
Dev. Disability - Productive Living Board		\$ 10,561	\$ 10,701	\$ 10,845	\$ 51,859	\$ 119,570	\$ 151,624	\$ 198,489	\$ 232,321	\$ 274,036	\$ 295,132	\$ 337,895	\$ 341,036	\$ 352,370
Fire - Monarch		\$ 117,648	\$ 119,209	\$ 120,809	\$ 603,769	\$ 1,385,049	\$ 1,755,959	\$ 2,291,176	\$ 2,678,430	\$ 3,144,380	\$ 3,379,818	\$ 3,859,332	\$ 3,894,321	\$ 4,024,275
State of Missouri Blind Pension Fund		\$ 3,684	\$ 3,733	\$ 3,783	\$ 19,635	\$ 44,855	\$ 56,857	\$ 73,985	\$ 86,401	\$ 101,028	\$ 108,413	\$ 123,517	\$ 124,613	\$ 128,786
Commercial Surcharge		\$ 208,771	\$ 211,540	\$ 214,379	\$ 642,121	\$ 1,583,898	\$ 2,014,296	\$ 2,747,378	\$ 3,263,768	\$ 4,069,835	\$ 4,480,326	\$ 5,279,322	\$ 5,341,411	\$ 5,511,126
Fire - Monarch		\$ 117,648	\$ 119,209	\$ 120,809	\$ 603,769	\$ 1,385,049	\$ 1,755,959	\$ 2,291,176	\$ 2,678,430	\$ 3,144,380	\$ 3,379,818	\$ 3,859,332	\$ 3,894,321	\$ 4,024,275
<b>Total Estimated Taxes</b>		<b>\$1,347,493</b>	<b>\$1,365,367</b>	<b>\$1,383,688</b>	<b>\$ 6,315,218</b>	<b>\$ 14,642,119</b>	<b>\$ 18,571,929</b>	<b>\$ 24,399,177</b>	<b>\$ 28,595,845</b>	<b>\$ 33,903,590</b>	<b>\$ 36,589,983</b>	<b>\$ 42,009,551</b>	<b>\$ 42,410,300</b>	<b>\$ 43,813,609</b>

**Table 5b**  
**Estimated Total Property Taxes Generated by the Project**  
 Chesterfield Regional 353 Redevelopment Area  
 St. Louis, MO

Revenue Sources	Prog. Yr.	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048
		13	14	15	16	17	18	19	20	21	22	23	24	25
<b>Estimated Taxes Paid</b>														
County General		\$ 779,814	\$ 811,944	\$ 813,213	\$ 850,427	\$ 851,766	\$ 890,731	\$ 892,144	\$ 932,785	\$ 934,276	\$ 977,140	\$ 978,713	\$ 1,023,525	\$ 1,025,185
County Health Fund		\$ 524,187	\$ 545,784	\$ 546,637	\$ 571,651	\$ 572,551	\$ 598,743	\$ 599,692	\$ 627,010	\$ 628,011	\$ 656,824	\$ 657,881	\$ 688,001	\$ 689,117
County Park Maintenance		\$ 185,489	\$ 193,129	\$ 193,429	\$ 202,273	\$ 202,589	\$ 211,849	\$ 212,183	\$ 221,841	\$ 222,194	\$ 232,379	\$ 232,751	\$ 243,398	\$ 243,791
County Bond Retire		\$ 81,913	\$ 85,281	\$ 85,411	\$ 89,302	\$ 89,439	\$ 93,512	\$ 93,657	\$ 97,905	\$ 98,057	\$ 102,536	\$ 102,696	\$ 107,378	\$ 107,547
Roads and Bridges		\$ 390,432	\$ 406,518	\$ 407,152	\$ 425,780	\$ 426,449	\$ 445,954	\$ 446,660	\$ 467,003	\$ 467,749	\$ 489,204	\$ 489,991	\$ 512,421	\$ 513,251
St. Louis Community College		\$ 1,201,535	\$ 1,250,945	\$ 1,252,846	\$ 1,309,922	\$ 1,311,928	\$ 1,371,678	\$ 1,373,795	\$ 1,436,107	\$ 1,438,340	\$ 1,504,037	\$ 1,506,394	\$ 1,575,062	\$ 1,577,550
Special School District		\$ 4,524,617	\$ 4,710,680	\$ 4,717,840	\$ 4,932,771	\$ 4,940,325	\$ 5,165,326	\$ 5,173,296	\$ 5,407,945	\$ 5,416,355	\$ 5,663,749	\$ 5,672,624	\$ 5,931,208	\$ 5,940,575
Metropolitan Zoo Museum District		\$ 1,089,874	\$ 1,134,693	\$ 1,136,417	\$ 1,188,189	\$ 1,190,009	\$ 1,244,206	\$ 1,246,126	\$ 1,302,647	\$ 1,304,673	\$ 1,364,265	\$ 1,366,402	\$ 1,428,689	\$ 1,430,946
County Library		\$ 998,956	\$ 1,040,136	\$ 1,041,773	\$ 1,089,503	\$ 1,091,230	\$ 1,141,209	\$ 1,143,032	\$ 1,195,162	\$ 1,197,085	\$ 1,252,072	\$ 1,254,102	\$ 1,311,589	\$ 1,313,731
Parkway Schools		\$ 19,674,861	\$ 20,487,373	\$ 20,520,439	\$ 21,464,514	\$ 21,499,402	\$ 22,488,157	\$ 22,524,969	\$ 23,556,386	\$ 23,595,231	\$ 24,683,547	\$ 24,724,540	\$ 25,862,504	\$ 25,905,768
Metropolitan Sewer District		\$ 453,971	\$ 472,639	\$ 473,357	\$ 494,922	\$ 495,680	\$ 518,255	\$ 519,055	\$ 542,598	\$ 543,442	\$ 568,264	\$ 569,154	\$ 595,099	\$ 596,039
Dev. Disability - Productive Living Board		\$ 353,948	\$ 368,550	\$ 369,137	\$ 386,081	\$ 386,700	\$ 404,443	\$ 405,096	\$ 423,605	\$ 424,294	\$ 443,819	\$ 444,547	\$ 464,961	\$ 465,729
Fire - Monarch		\$ 4,041,855	\$ 4,208,314	\$ 4,214,849	\$ 4,407,532	\$ 4,414,427	\$ 4,616,169	\$ 4,623,445	\$ 4,833,857	\$ 4,841,534	\$ 5,063,438	\$ 5,071,539	\$ 5,303,511	\$ 5,312,061
State of Missouri Blind Pension Fund		\$ 129,336	\$ 134,655	\$ 134,860	\$ 141,003	\$ 141,219	\$ 147,651	\$ 147,879	\$ 154,586	\$ 154,827	\$ 161,898	\$ 162,152	\$ 169,544	\$ 169,812
Commercial Surcharge		\$ 5,542,323	\$ 5,775,252	\$ 5,786,849	\$ 6,063,961	\$ 6,076,197	\$ 6,366,948	\$ 6,379,859	\$ 6,683,467	\$ 6,697,091	\$ 7,018,473	\$ 7,032,850	\$ 7,369,382	\$ 7,384,555
Fire - Monarch		\$ 4,041,855	\$ 4,208,314	\$ 4,214,849	\$ 4,407,532	\$ 4,414,427	\$ 4,616,169	\$ 4,623,445	\$ 4,833,857	\$ 4,841,534	\$ 5,063,438	\$ 5,071,539	\$ 5,303,511	\$ 5,312,061
<b>Total Estimated Taxes</b>		<b>\$ 44,014,966</b>	<b>\$ 45,834,206</b>	<b>\$ 45,909,059</b>	<b>\$ 48,025,363</b>	<b>\$ 48,104,338</b>	<b>\$ 50,321,002</b>	<b>\$ 50,404,332</b>	<b>\$ 52,716,760</b>	<b>\$ 52,804,692</b>	<b>\$ 55,245,082</b>	<b>\$ 55,337,877</b>	<b>\$ 57,889,781</b>	<b>\$ 57,987,716</b>

## APPENDIX B



**Chapter 353 Redevelopment Area**  
Chesterfield, MO





# Memorandum

## Department of Planning

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

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

**Date:** July 17, 2023

**RE:** **353 Redevelopment Agreement** – An ordinance authorizing an agreement between the City of Chesterfield and TSG Downtown Chesterfield Redevelopment, LLC relating to the redevelopment of approximately 105 acres.



### **Summary**

City Council previously directed staff to create a Development Plan under Chapter 353 of the Revised Statutes of the State of Missouri. PGAV Planners was engaged to complete the analysis, including the finding of blight. As a second step in the redevelopment process, an agreement is required detailing the terms of the agreement for the redevelopment. As discussed in the establishment of the 353 Development Area, tax abatement is NOT included in the agreement or plans for the redevelopment of the area.

Most notably, the agreement allows for consideration of eminent domain should the developer request said authority. The attached agreement outlines the responsibilities and requirements that must take place prior to the request being made and the City must directly authorize any such action.

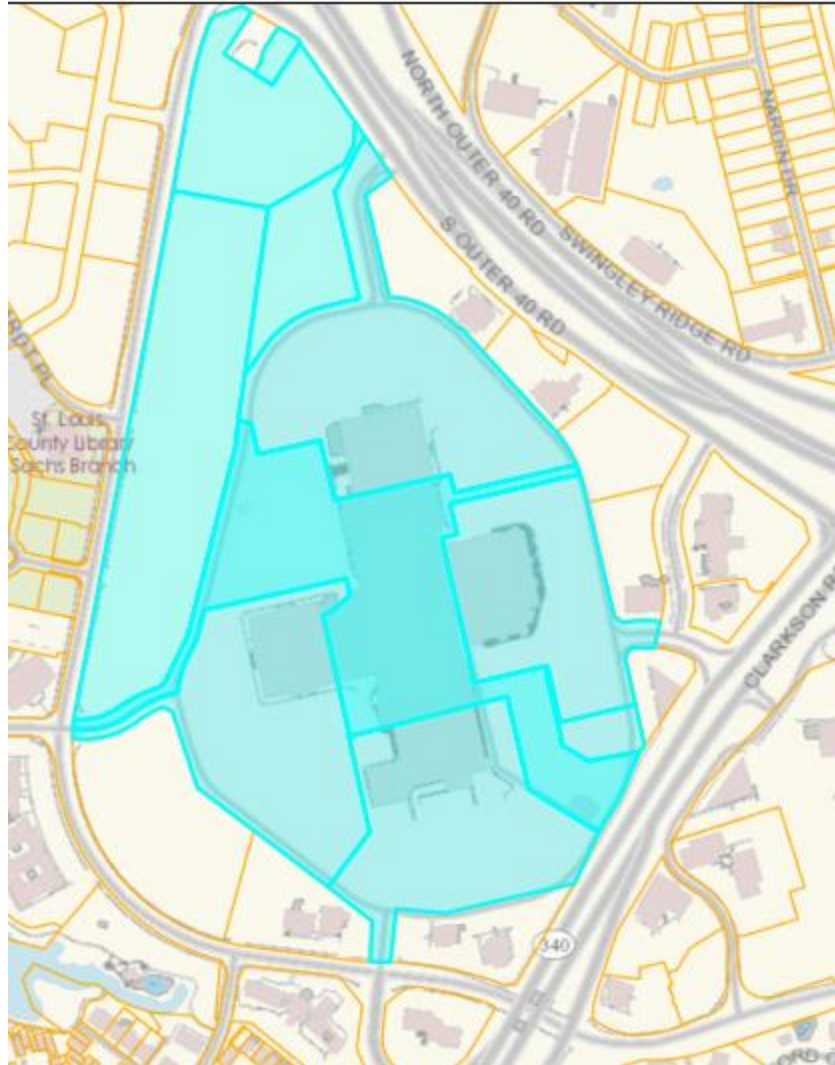


Figure 1: Redevelopment Area

- Attachments:
- 1) Ordinance
  - 2) Agreement

**AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI  
AUTHORIZING THE MAYOR OF THE CITY TO ENTER INTO A  
REDEVELOPMENT AGREEMENT; AND AUTHORIZING  
FURTHER ACTIONS IN CONNECTION THEREWITH**

**WHEREAS**, The Urban Redevelopment Corporations Law, Chapter 353 of the Revised Statutes of Missouri, as amended ("**Chapter 353**") allows the City of Chesterfield, Missouri (the "**City**") to approve development plans; and

**WHEREAS**, on May 15, 2023, the City Council of the City (the "**City Council**") approved Ordinance No. 3234 (the "**353 Procedural Ordinance**"), adopting procedures for the City to provide the notice and written statement as required by Section 353.110.3 of Chapter 353; and

**WHEREAS**, TSG Downtown Chesterfield Redevelopment, LLC (the "**Developer**") has requested that the City consider redeveloping an area within the City pursuant to Chapter 353, which area consists of approximately 105.29 acres and 11 parcels located in the City (the "**Redevelopment Area**," and as further defined in the herein-defined Agreement); and

**WHEREAS**, in connection with its aforementioned request, the Developer submitted the "Chesterfield Regional 353 Development Plan & Project" (the "**Development Plan**") to the City for its consideration in accordance with Chapter 353 and the 353 Procedural Ordinance; and

**WHEREAS**, the Development Plan envisions the redevelopment of the Redevelopment Area as a mixed use development (the "**Redevelopment Project**," and as further defined in the herein-defined Agreement); and

**WHEREAS**, the Development Plan does not request or contemplate tax abatement or exemption within the Redevelopment Area; and

**WHEREAS**, on June 22, 2023, the City furnished each political subdivision whose boundaries for ad valorem taxation purposes include any portion of the real property to be affected by tax abatement in the Redevelopment Area with a written statement of the impact on ad valorem taxes such tax abatement will have on such political subdivisions and written notice of the public hearing to be held by the City Council in accordance with the 353 Procedural Ordinance and Chapter 353; and

**WHEREAS**, on July 17, 2023 and in accordance with Chapter 353 and the 353 Procedural Ordinance, the City Council held a duly-noticed public hearing regarding the approval of the Development Plan; and

**WHEREAS**, on August 7, 2021 and in accordance with Chapter 353 and the 353 Procedural Ordinance, the City Council declared the Redevelopment Area a “blighted area,” as defined in Chapter 353, and approved the Development Plan; and

**WHEREAS**, the City desires to assist in the redevelopment of the Redevelopment Area by entering into a Redevelopment Agreement with the Developer, in substantially the form of **Exhibit A**, attached hereto and incorporated herein by reference (the “**Agreement**”).

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

**SECTION 1. Approval of Agreement.** The City Council hereby finds, determines and declares that it is necessary and desirable to enter into the Agreement in connection with the Redevelopment Project, to set forth the terms upon which the Development Plan may be implemented. The Agreement shall be in substantially the form attached hereto as **Exhibit A**, and incorporated herein by reference, which Agreement is hereby approved by the City Council with such changes therein as shall be approved by the Mayor, such Mayor’s signature on the Agreement being conclusive evidence of his approval of the Agreement.

**SECTION 2. Incorporation Recitals.** The WHEREAS clauses of this Ordinance are incorporated herein by reference.

**SECTION 3. Further Actions Authorized.** All actions heretofore taken by the City and the officials, officers, agents and employees of the City in connection with the Agreement are hereby confirmed and approved. The City shall and the officials, officers, agents and employees of the City are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and the Agreement.

**SECTION 4. Severability Clause.** 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 accord with the legislative intent.

**SECTION 5. Effective Date.** This Ordinance shall take effect and be in full force from and after its final passage and approval.

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

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

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

ATTEST:

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

FIRST READING HELD: <u>  </u> / <u>  </u> / <u>2023</u>
---

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**Exhibit A**

**REDEVELOPMENT AGREEMENT**

**by and between**

**CITY OF CHESTERFIELD, MISSOURI**

**and**

**TSG DOWNTOWN CHESTERFIELD REDEVELOPMENT, LLC**

**dated as of**

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

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Exhibit A – Copy of Development Plan

Exhibit B – Legal Description, Parcel List, and Map of Redevelopment Area

Exhibit C – Form of Certificate of Substantial Completion

Exhibit D - Legal Description, Parcel List, and Map of Third Party-Owned Area

Exhibit E – Legal Description, Parcel List, and Map of Developer-Owned Area

## REDEVELOPMENT AGREEMENT

**THIS REDEVELOPMENT AGREEMENT** (this “**Agreement**”), entered into as of [\_\_\_\_], 2023, by and between the **CITY OF CHESTERFIELD, MISSOURI**, an incorporated political subdivision of the State of Missouri (the “**City**”), and **TSG DOWNTOWN CHESTERFIELD REDEVELOPMENT, LLC**, a Missouri limited liability company (the “**Developer**”) (the City and the Developer being collectively referred to herein as “**Parties**,” and individually as “**Party**,” as the context so requires).

### RECITALS:

**WHEREAS**, Chapter 353 of the Revised Statutes of Missouri, as amended (“**Chapter 353**”) authorizes the City Council of the City (the “**City Council**”) to approve development plans that allow for the redevelopment of blighted areas within the City to encourage redevelopment of such blighted areas; and

**WHEREAS**, Ordinance No. 3234 of the City (the “**353 Procedural Ordinance**”) provides procedures for the consideration and approval of development plans under Chapter 353; and

**WHEREAS**, in accordance with Chapter 353 and the 353 Procedural Ordinance, the Developer has submitted a development plan to the City entitled the “**Chesterfield Regional 353 Development Plan & Project**”, a copy of which is attached hereto and incorporated herein by reference as **EXHIBIT A** (the “**Development Plan**”); and

**WHEREAS**, the Development Plan provides for the redevelopment of approximately 105.29 acres consisting of 11 parcels located in the City, and described more particularly on **EXHIBIT B**, attached hereto and incorporated herein by reference (the “**Redevelopment Area**”) for use as a commercial development (as further described in the Development Plan, the “**Redevelopment Project**”); and

**WHEREAS**, currently, the Developer is the owner of record of all of the Redevelopment Area necessary to complete the Redevelopment Project, except for approximately 46.64 acres consisting of 6 parcels, and described more particularly on **EXHIBIT D**, attached hereto and incorporated herein by reference (the “**Third Party-Owned Area**”); and

**WHEREAS**, in accordance with Chapter 353 and the 353 Procedural Ordinance, the City has furnished each of its taxing jurisdictions to be affected by tax abatement or exemption within the Redevelopment Area with a written statement of the impact on ad valorem taxes such tax abatement will have on such taxing jurisdiction and written notice of the public hearing held by the City Council; and

**WHEREAS**, the Development Plan does not request or contemplate tax abatement or exemption within the Redevelopment Area; and

**WHEREAS**, in accordance with Chapter 353 and the 353 Procedural Ordinance, the City published notice of its aforementioned public hearing; and

**WHEREAS**, in accordance with Chapter 353 and the 353 Procedural Ordinance, the City was provided with a complete list of all political subdivisions whose boundaries for ad valorem taxation purposes include any portion of the property to be affected by tax abatement or exemption, the written statement of the impact on ad valorem taxes such tax abatement or exemption will have on such political subdivisions in a form approved as contemplated by the Chapter 353 Procedural Ordinance, and any other



information deemed necessary to evaluate the Development Plan and to comply with the requirements of the 353 Procedural Ordinance; and

**WHEREAS**, on July 17, 2023, the City Council held a public hearing in accordance with Chapter 353 and the 353 Procedural Ordinance to consider the Development Plan; and

**WHEREAS**, in accordance with the 353 Procedural Ordinance, on August 7, 2023, the City Council passed and the City’s Mayor approved Ordinance No. [\_\_\_\_\_] (1) declaring the Redevelopment Area to be a “blighted area,” as defined in Chapter 353, and (2) approving the Development Plan; and

**WHEREAS**, on August 7, 2023, the City Council passed and the City’s Mayor approved Ordinance No. [\_\_\_\_\_] , approving this Agreement relating to the implementation of the Development Plan; and

**WHEREAS**, the City and the Developer desire to enter into this Agreement with respect to the Redevelopment Project; and

**WHEREAS**, the City Council has determined that the action to be taken pursuant to this Agreement will serve a public purpose and are authorized pursuant to Section 70.220 of the Revised Statutes of Missouri, as amended.

#### AGREEMENT

**NOW, THEREFORE**, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

#### ARTICLE I. RECITALS, EXHIBITS AND DEFINITIONS

**Section 1.1 Recitals and Exhibits.** The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

**Section 1.2 Definitions.** Words and terms defined elsewhere in this Agreement shall have the meanings assigned therein. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“**353 Procedural Ordinance**” has the meaning set forth in the RECITALS of this Agreement.

“**Agreement**” means this Redevelopment Agreement, as amended from time to time in accordance with its terms.

“**Chapter 353**” means The Urban Redevelopment Corporations Law, Chapter 353 of the Revised Statutes of Missouri, as amended.

“**City**” has the meaning set forth in the RECITALS of this Agreement.

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

“**County**” means St. Louis County, a charter county organized and existing under the laws of the State of Missouri.

“**County Recorder**” means the St. Louis County Recorder of Deeds.

“**Developer**” means TSG Downtown Chesterfield Redevelopment, LLC, a Missouri limited liability company, and its successors and/or assigns.

“**Developer-Owned Area**” means the portion of the Redevelopment Area necessary to complete the Redevelopment Area owned by the Developer as of the date of this Agreement, consisting of approximately 58.65 acres, 5 parcels, and described more particularly on **EXHIBIT E**, attached hereto and incorporated herein by reference.

“**Development Plan**” has the meaning set forth in the RECITALS of this Agreement.

“**Event of Default**” means any event specified in **Section 5.1** of this Agreement.

“**Excusable Delays**” means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, pandemics, labor disputes, governmental delays, embargoes, national or regional material shortages, failure to obtain regulatory approval from any federal or State regulatory body (but only if application for such regulatory approval was made in a timely manner), unforeseen site conditions, and material litigation by parties other than a Party and not caused by any Party’s failure to perform.

“**Party**” or “**Parties**” means the City and the Developer, individually or collectively, as the context requires.

“**Redevelopment Area**” has the meaning set forth in the RECITALS of this Agreement.

“**Redevelopment Project**” has the meaning set forth in the RECITALS of this Agreement.

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

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

“**Third Party-Owned Area**” has the meaning set for the in the RECITALS of this Agreement.

## **ARTICLE II. REPRESENTATIONS OF PARTIES**

**Section 2.1 Representations by City.** As of the Effective Date of this Agreement, City represents that:

- (a) City is duly organized and existing under the Constitution and laws of the State as a third-class city.
- (b) The Mayor has been duly authorized to execute and deliver this Agreement.
- (c) To City’s knowledge, the execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by City will not conflict with or result in a breach of any

of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which City is a party.

(d) To City's knowledge, there is no litigation or proceeding pending and served, or threatened against City affecting the right of City to execute or deliver this Agreement or the ability of City to comply with its obligations under this Agreement.

**Section 2.2 Representations by the Developer.** As of the effective date of this Agreement, the Developer represents that:

(a) The Developer is a limited liability company duly organized and validly existing under the laws of the State.

(b) The Developer is the owner of record of all of the Redevelopment Area necessary to complete the Redevelopment Project, except for the Third Party-Owned Area.

(c) The Developer has all necessary power and authority to execute, deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(e) No litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer or any member of the Developer relating to the Redevelopment Project. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer of the terms and provisions of this Agreement.

(f) The Developer is in material compliance with all laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, or operations as contemplated by this Agreement.

(g) The Developer has the ability and capacity to obtain the private financing necessary to finance the completion of the Redevelopment Project and has provided reasonably satisfactory evidence thereof to the City.

### **ARTICLE III. CONSTRUCTION AND FINANCING OF REDEVELOPMENT PROJECT**

**Section 3.1 Design and Construction of Redevelopment Project.** The Developer shall design and construct the Redevelopment Project in accordance with the Development Plan and the plans

approved by the City. The Developer shall commence construction of the Redevelopment Project on or before December 31, 2033, subject to Excusable Delays. Subject to Excusable Delays, no later than December 31, 2035 the Developer shall submit to City or such person or entity as City may designate (hereinafter the “**Construction Inspector**”, as designated by City), a Certificate of Substantial Completion for the Redevelopment Project, in substantially the form attached hereto and incorporated herein by reference as **EXHIBIT C** (the “**Certificate of Substantial Completion**”), which shall confirm satisfaction of the substantial completion requirement and the completion of the Redevelopment Project consistent with **Section 3.2** hereof. The Developer shall advance all costs, fees, and expenses necessary for the Redevelopment Project including, but not limited to, reimbursing the City for all of its fees, expenses, and costs (including, but not limited to, third-party professional costs related to the consideration of this Agreement and the Development Plan including, without limitation, legal and planning expenses incurred in relation to the eminent-domain proceedings described herein, and the negotiation of this Agreement).

### **Section 3.2 Certificate of Substantial Completion.**

(a) Promptly after substantial completion of the Redevelopment Project in accordance with the provisions of this Agreement, but in no event later than December 31, 2035, the Developer will furnish to the Construction Inspector, a Certificate of Substantial Completion so certifying. The Construction Inspector will, within 30 calendar days following delivery of the Certificate of Substantial Completion, carry out such inspections as they deem necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion will be deemed accepted by the Construction Inspector unless, prior to the end of such 30 calendar-day period after delivery of the Certificate of Substantial Completion to the Construction Inspectors, the Construction Inspector furnishes the Developer with specific written objections to the status of the Redevelopment Project describing such objections and the measures required to correct such objections in reasonable detail.

(b) Upon acceptance of the Certificate of Substantial Completion by the Construction Inspector or upon the lapse of 30 calendar-days after delivery thereof to the Construction Inspector without any written objections thereto, the Developer may record the Certificate of Substantial Completion with the County Recorder, and the same will constitute evidence of the completion by the Developer of the Redevelopment Project. The Certificate of Substantial Completion will be in substantially the form attached as **Exhibit C**, attached hereto and incorporated herein by reference.

**Section 3.3 Operation and Maintenance of the Redevelopment Project.** The Developer shall remain in compliance with all provisions of the City’s Unified Development Code and the Code of Ordinances of the City of Chesterfield, County of St. Louis, State of Missouri relating to maintenance and appearance of the Redevelopment Area during the construction of the Redevelopment Project or any portion thereof. Upon substantial completion of the Redevelopment Project, the Developer or its successor(s) in interest, as owner or owners of the affected portion(s) of the Redevelopment Area, shall maintain or cause to be maintained the buildings and improvements within the Redevelopment Area, which it owns in compliance with all provisions of the City’s Unified Development Code and the Code of Ordinances of the City of Chesterfield, County of St. Louis, State of Missouri.

## **ARTICLE IV.**

### **OWNERSHIP AND ACQUISITION OF PROPERTY INTERESTS; EMINENT DOMAIN**

**Section 4.1 Ownership and Acquisition of the Redevelopment Area.** 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 Redevelopment Area with the exception of the Third Party-Owned Area legally described, depicted, and listed by parcel number on **EXHIBIT D**, attached hereto and incorporated herein by

reference. As of the date of this Agreement, **EXHIBIT E**, attached hereto and incorporated herein by reference, legally describes, depicts, and lists by parcel number the Developer-Owned Area portion of the Redevelopment Area. The Developer shall have the right to encumber its interest in the Redevelopment Area.

**Section 4.2 Acquisition by Negotiation.** The Developer will continue to negotiate acquisition of fee simple interest in all of the Redevelopment Area necessary for the development of the Redevelopment Project and the termination of any leases respecting any portion of the Redevelopment Area necessary for the development of the Redevelopment Project by negotiation. If the Developer is unable to acquire fee simple interest to all of the Redevelopment Area necessary for the development of the Redevelopment Project, or cause for the termination of any lease respecting any portion of the Redevelopment Area necessary for the development of the Redevelopment Project, by negotiation, it may request in writing that the City initiate condemnation proceedings respecting those interests in the Redevelopment Area. The parties acknowledge and agree that condemnation may be required to clear title on certain parcels or terminate certain leasehold interests and easements and that the Developer may request in writing that the City initiate condemnation proceedings pursuant to **Section 4.3**, below, for the purpose of clearing title or condemning leasehold interests and easements.

**Section 4.3 Condemnation.** With respect to any portion of the Redevelopment Area or any interest therein necessary for the development of the Redevelopment Project (including without limitation, any tenant's or lessee's interest in any lease affecting all or a portion of the Redevelopment Area which Developer desires to acquire) not acquired by negotiated purchase or termination in accordance with **Section 4.2** of this Agreement, the Developer shall, subject to the requirements of **Section 4.4** below, request in writing that the City initiate eminent domain proceedings to acquire such parcel or parcels of the Redevelopment Area or interest therein at the sole expense of the Developer; provided that the City will not initiate such proceedings and will not acquire title to any parcel or parcels of the Redevelopment Area (or interest therein) by condemnation or eminent domain (through payment of a commissioners' award into any court registry or otherwise) until such time as the Developer provides a written consent to proceed with such acquisition. In connection with any request to initiate condemnation proceedings, the Developer shall provide the City with a description, satisfactory to the City Administrator of the City, of the real property interest(s) to be taken by such condemnation proceedings, together with all other information reasonably required by the City. The City will convey legal title to any real property (or interest therein) acquired in its name by condemnation pursuant to this Agreement by quit claim deed following receipt of a written consent to do so as set forth below.

**Section 4.4 Requirements Prior to Initiation of Proceedings.** Prior to requesting the initiation of condemnation proceedings with respect to any parcel of (or interest in) the Redevelopment Area, the Developer shall:

- 4.4.1 Request in writing that the City initiate proceedings (which request may be made only after the City's authorization of this Agreement by ordinance). Said request shall include a legal description of the parcel or parcels of the Redevelopment Area or interest therein to be taken by such proceedings, together with all other information reasonably required by the City to proceed.
- 4.4.2 Provide such evidence that all jurisdictional prerequisites to the initiation of eminent domain proceedings have been satisfied, including having negotiated for the purchase of the parcel(s) or interest therein in good faith.
- 4.4.3 With respect to any parcel or parcels of the Redevelopment Area or interest therein proposed to be acquired by eminent domain, obtain (at the Developer's expense)

and deliver to the City a recent appraisal, prepared by an independent third party appraiser licensed in the State of Missouri, and make an offer (as verified by the City) of at least one hundred percent (100%) of the appraised value to the owner of such parcel or parcels of the Redevelopment Area or interest therein.

- 4.4.4 Make available to the City, at the City's request, acting through the City Attorney or special counsel retained by the City, the right to inspect any documentation relating to Developer's efforts to acquire by negotiation the parcel or parcels of the Redevelopment Area, or interests therein, to be part of the proceeding.
- 4.4.5 Deposit with the City an amount sufficient to pay for the City's reasonable costs related to the initiation of such condemnation proceedings.

**Section 4.5 Condemnation Procedures.** Subject to **Section 4.4**, the City will either initiate condemnation proceedings or notify the Developer that it will not initiate condemnation proceedings promptly after receipt of any request from the Developer, and in any event within thirty (30) calendar-days from the date of the City's receipt of the Developer's direction, provided that the Developer has provided the City with all of the information and documents required by **Section 4.4** of this Agreement. The Developer and City will cooperate to diligently prosecute all such proceedings. During the condemnation proceedings, the City agrees to make available for the Developer's inspection copies of all pleadings and other documents filed or prepared in conjunction with the prosecution of the condemnation proceedings, and to consult with the Developer regarding recommendations by counsel and other consultants to the Developer and the City as to the fair settlement value of each such case. Advice and consultation among the City and the Developer will continue throughout such proceedings. The Developer may, upon initiation of the condemnation proceedings, designate in writing to the City an individual who is authorized to represent the Developer in consultations with the City and its counsel. The Developer, acting through any such designated representative, shall have the right to inspect and to receive copies of any documentation relating to the efforts to acquire the parcel or parcels of the Property which are part of the proceedings and to make suggestions based upon any appraisals regarding the price or settlement to be paid therefor, subject to any information protected by the attorney-client privilege. The Developer shall pay all fees, expenses, and costs reasonably incurred by the City in connection with any condemnation action.

- 4.5.1 Within ninety (90) calendar-days after any commissioners' award, the City, in consultation with the Developer shall either: (i) abandon the condemnation action; (ii) settle the action; (iii) file exceptions to the commissioners' award without paying the award; or (iv) file exceptions and the Developer shall pay the amount of any commissioners' award to the City for payment of such commissioners' award to the Clerk of the Circuit Court of St. Louis County, Missouri, which payment the City will make immediately to the Clerk of the Circuit Court of St. Louis County, Missouri. Notwithstanding the foregoing, if the City, in consultation with the Developer, elects to terminate any condemnation proceeding to effect a settlement of any such proceeding, this Agreement shall continue and the City and the Developer will continue to diligently prosecute any other condemnation proceedings pending at such time. Upon request of the Developer after payment of any commissioners' award or settlement, the City will promptly, at a time and place designated by the Developer, convey to the Developer by quit claim deed all right, title and interest in and to any such parcel acquired in connection with or as a result of the condemnation proceeding. The City agrees to the conveyance of the condemned property and to tender into escrow a fully approved and executed quit claim deed, which escrow shall provide for the release

of such instrument upon the pay-in of the award or settlement, so long as the Developer is not in default under this Agreement or Chapter 353.

- 4.5.2 From time to time following the initiation of any proceedings for the exercise of the City's power of eminent domain pursuant to this **Section 4.5.3** and payment of such commissioners' awards by the Developer to the City, but before payment by the City on behalf of the Developer of any commissioners' awards and acquisition of legal title to any such parcel or parcels by the City on behalf of the Developer, the Developer shall provide the City with an irrevocable letter or letters of credit naming the City as beneficiary, or such other bond or collateral as the City Attorney or special counsel retained by the City determines appropriate in such attorney's sole discretion, in an amount equal to 50% (the "**Security Amount**") of the commissioners' awards for all parcels that have been taken by eminent domain but for which such commissioners' award is not yet final (a "**Pending Award**"). The letter or letters of credit or other bond or security instrument shall be in legal form and substance acceptable to the City Attorney or special counsel retained by the City and, once issued for any such Pending Award, shall remain outstanding until such time as each such Pending Award has been liquidated, settled, compromised or otherwise resolved and paid or the Developer has abandoned the condemnation or terminated this Agreement in which event such security after the payment of all costs of the condemnation.
- 4.5.3 Notwithstanding anything to the contrary herein, the Developer covenants that it will indemnify and hold harmless the City in the amount that the sum of all jury awards exceeds the sum of all commissioners' awards for all parcels, or interests therein, which have been taken by eminent domain.

**Section 4.6 Abandonment of Condemnation Proceedings; Indemnity.** If the City, after consultation with the Developer, elects to abandon condemnation proceedings instituted under this Agreement following entry of a commissioners' award, the Developer shall indemnify and hold the City harmless of and from any statutory award of interest the City is compelled by the Court to pay pursuant to Section 523.045 of the Revised Statutes of Missouri, as amended, and as further limited by Section 523.259 of the Revised Statutes of Missouri, as amended; provided, that the Developer will not indemnify and hold the City harmless for any payments owed by the City if the City abandons condemnation proceedings instituted under this Agreement without obtaining the Developer's consent. Further, the Developer shall indemnify and hold the City harmless from and against any and all claims, suits, damages, expenses or liabilities, including court costs and attorneys' fees and expenses, arising out of (1) any eminent domain action filed pursuant to this Agreement which is abandoned, but excepting therefrom any claim, suit, damage, expense, or liability caused by any intentional or wanton misconduct by the City or any of its officials, officers, employees, agents or representatives; (2) the operation of all or any part of the Redevelopment Area, or the condition of the Redevelopment Area, including without limitation, any environmental cost or liability; and (3) negotiations, inspections, acquisitions, preparations, construction, leasing, operations and other activities of Developer or its agents in connection with or relating to the Redevelopment Project.

**Section 4.7 Relocation.** The Developer, at its sole cost and expense shall relocate those occupants or businesses displaced from any portion of the Redevelopment Area acquired by the Developer in accordance with and to the extent required by the Relocation Policy, except insofar as otherwise agreed in writing by such displaced occupant or business; it being understood and agreed that any displaced occupant or business may waive its rights to statutory and other relocation benefits under the Relocation Policy or otherwise. It is understood by the parties that tenants occupying any portion of the Redevelopment

Area pursuant to leases which expire or are terminated by Developer pursuant to a valid termination right prior to the commencement of the work relating to the Redevelopment Project are not considered “displaced persons” or “displaced businesses” for purposes of this Section, the Relocation Policy, or Section 523.001 to 523.100 of the Revised Statutes of Missouri, as amended.

**Section 4.8 Cooperation of the City.** Subject to this Agreement, upon written request from the Developer, the City will cooperate in and participate in any actions necessary to clear title, condemn an easement, vacate right-of-way or similar activity, as may be necessary for the orderly acquisition of the property necessary for the Redevelopment Project. However, notwithstanding anything to the contrary contained herein, the City will not initiate condemnation proceedings until the Developer complies with the requirements set forth in this Agreement and by law to the extent possible with respect to the property interest sought to be condemned.

**Section 4.9 Waiver.** Except for requirements pursuant to the Revised Statutes of Missouri, as amended, the City may at any time in the City’s sole discretion, waive any or all of the conditions or requirements of Developer set forth in this **Article IV**. None of the terms and conditions set forth herein are intended to be a limitation on the right of the City to exercise eminent domain or the Developer to exercise Developer’s rights as set forth herein.

**Section 4.10 Contingent Upon Compliance with Development Plan.** Subject to the termination and suspension rights set forth in **ARTICLE V** of this Agreement, the condemnation or eminent domain proceedings provided for in this Agreement shall be contingent upon the Developer’s compliance with the Development Plan and this Agreement.

## **ARTICLE V. DEFAULTS AND REMEDIES**

**Section 5.1 Events of Default.** If any Party fails in the performance of any covenant, agreement or obligation imposed or created by this Agreement and such default continues for 60 calendar-days after a non-defaulting Party has given written notice to the defaulting Party specifying such default and an opportunity to cure (or such longer period as will be reasonably required to cure such default, provided that the breaching party (a) has commenced such cure within said sixty (60) calendar-day period and (b) diligently pursues such cure to completion), such event will constitute an Event of Default under this Agreement.

**Section 5.2 Remedies on Default.** If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such Event of Default continues, terminate this agreement or institute such proceedings at law or in equity to enforce its rights against the defaulting Party and its officers, agents and employees, and may require and compel duties and obligations required by the provisions of this Agreement.

**Section 5.3 Rights and Remedies Cumulative.** The rights and remedies reserved by the Parties under this Agreement and those provided by law will be construed as cumulative and continuing rights. No one of them will be exhausted by the exercise thereof on one or more occasions. The Parties will be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each Party hereby waives the right to raise such defense in any proceeding in equity.

**Section 5.4 Waiver of Breach.** No waiver of any breach of any covenant or agreement contained in this Agreement will operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of



Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

**Section 5.5 Excusable Delays.** No Party will be deemed to be in default of this Agreement because of Excusable Delays; provided, an Excusable Delay will not be deemed to exist (a) as to any matter that could have been avoided by the exercise of due care, (b) as to any matter initiated or unreasonably sustained by the Party claiming the Excusable Delay, and (c) as to any matter of which the Party claiming the Excusable Delay fails to provide written notice to the other Parties within thirty 30 calendar-days after such Party has actual notice of the claimed event.

## **ARTICLE VI. MISCELLANEOUS**

**Section 6.1 Effective Date.** This Agreement will become effective against the Parties upon as of [\_\_\_\_\_], 2023.

**Section 6.2 Binding Nature of Agreement.** The Parties acknowledge that, as of the effective date set forth in **Section 6.1** of this Agreement, all of the terms of this Agreement are legal, binding and enforceable obligations of the City and the Developer as of such date.

**Section 6.3 Covenant Regarding this Agreement.** The Developer covenants and agrees that the Developer will not challenge, or participate in any challenges to, the validity of this Agreement.

**Section 6.4 Release and Indemnification.** The indemnifications and covenants contained in this Section will survive termination or expiration of this Agreement.

(a) Notwithstanding any other provision of this Agreement to the contrary, the City and its governing body members, officials, officers, agents, servants, employees, and independent contractors shall not be liable to the Developer for damages or otherwise if all or any part of Chapter 353 or any resolution or ordinance adopted in connection with the Development Plan, the Redevelopment Project, or this Agreement 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, or for the failure of the parties hereto to comply with the provisions of Section 107.170 of the Revised Statutes of Missouri, as amended, and by reason thereof the City is prevented from performing any of the covenants and agreements herein or the Developer are prevented from enjoying the rights and privileges hereof.

(b) The Developer releases from and covenants and agrees that the City, its governing body members, officials, officers, employees, agents and independent contractors shall not be liable for, and agrees, to the extent permitted by law, to hold harmless and to jointly and severally indemnify the City, its governing body members, officials, officers, employees, agents and independent contractors, from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorney fees and expenses, resulting from, arising out of, or in any way connected with: (1) the construction of the Redevelopment Project, (2) the approval of the Development Plan, (3) the negligence or willful misconduct of the Developer, or its officials, officers, employees, agents or independent contractors in connection with the design management, development, redevelopment and construction of the Redevelopment Project, (4) the Developer's failure to comply with any applicable state, federal or local laws, regulations and ordinances as applicable to the Redevelopment Area, and (5) the approval of this Agreement or the implementation or consummation of any activities contemplated therein.

(c) All covenants, stipulations, promises, agreements and obligations of the City contained herein will 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.

(d) No official, employee or representative of the City shall be personally liable to the Developer in an Event of a Default or breach by any Party under this Agreement.

(e) No recourse shall be had for any claim based upon any representation, obligation, covenant in this Agreement maintained against any past, present or future elected official, officer, member, employee, director or agent of the City, or of any successor thereto, as such, either directly or through the City, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such elected officials, officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

### **Section 6.5 Successors and Assigns.**

(a) This Agreement will be binding on and will inure to the benefit of the parties named herein and their respective successors and assigns.

(b) Without limiting the generality of the foregoing, (i) all or any part of the Developer-Owned Area, (ii) any portion of the Redevelopment Area acquired by the Developer subsequent to the date of this Agreement and subsequently disposed of by the Developer, or (iii) any interest in the preceding (i)-(ii), 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 or assigning its interest under this Agreement will be thereafter released from further obligation under this Agreement (although any such portion of the Redevelopment Area so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement applicable to the portion disposed of). Notwithstanding anything herein to the contrary, the party disposing of its interest or assigning its interest under this Agreement will only be released from its obligations under this Agreement if the transferee accepts the obligations of this Agreement as described in the last sentence of **Section 6.5(c)** hereof.

(c) The Developer shall notify City in writing of any sale, lease, transfer or other disposition of any portion of (i) the Developer-Owned Area, or (ii) any portion of the Redevelopment Area acquired by the Developer subsequent to the date of this Agreement and subsequently disposed of by the Developer, which notice shall be given within 30 calendar-days after to the date of said sale, lease, transfer or other disposition. Said notice shall specify the name, email address, phone number, and address of the person or entity that acquired any or all of the property and shall identify the property to be sold, leased, transferred or otherwise disposed, whether by voluntary transfer or otherwise. The transferee in any sale, lease, transfer, or other disposition of any portion of the property described in **Section 6.5(c)(i)-(ii)** shall be required to execute an acknowledgement of this Agreement in connection with such sale, lease, transfer, or other disposition, and provide same to the City.

(d) The terms of this **Section 6.5** shall not apply to the lease of portions of the Redevelopment Area to tenants or other end-users in the ordinary course of Developer's business.

**Section 6.6 Contractual Liability Insurance.** The Developer shall provide evidence of contractual liability insurance (in form and substance reasonably acceptable to the City) covering the

Developer's obligations to indemnify the City, as provided in this Agreement, by an insurance company with a rating by a reputable rating agency indicating excellent or superior financial strength (i.e., an A.M. Best rating of "A-" or better).

**Section 6.7 Modification.** The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement among the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

**Section 6.8 Notices.** Any notice, demand, or other communication required by this Agreement to be given to either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by (a) United States first class mail, postage prepaid; (b) hand delivery; or (c) a nationally recognized overnight delivery service to the following addresses:

(a) In the case of City to:

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

with a copy to:

Armstrong Teasdale LLP  
7700 Forsyth Boulevard, Suite 1800  
St. Louis, Missouri 63105  
Attention: Robert D. Klahr & Angela L. Odlum

(b) In the case of the Developer to:

TSG Downtown Chesterfield Redevelopment, LLC  
2127 Innerbelt Business Center Drive, Suite 200  
St. Louis, Missouri 63114  
Attention: Michael Staenberg

with a copy to:

TSG Downtown Chesterfield Redevelopment, LLC  
2127 Innerbelt Business Center Drive, Suite 200  
St. Louis, Missouri 63114  
Attention: General Counsel

with a copy to:

Doster, Nations, Ullom & Boyle, LLC  
16150 Main Circle Drive, Suite 250  
Chesterfield, Missouri 64017  
Attention: John Nations

or to such other address with respect to any Party as that Party may, from time to time, designate in writing and forward to the other.

**Section 6.9 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

**Section 6.10 Validity and Severability.** It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement is deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

**Section 6.11 Execution of Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**Section 6.12 Developer to Record Agreement.** The Developer shall, at its expense, promptly record this Agreement in the records of the County Recorder. The obligations set forth in this Agreement shall run with the land and shall be binding upon any owner of the real property located in the Redevelopment Area.

**Section 6.13 Termination.** The Developer may terminate this Agreement by providing written notice of such termination to the City, which termination of this Agreement will be effective 10 calendar-days from the City's receipt thereof. The Developer acknowledges, understands, and agrees that it will pay all costs, fees, and expenses incurred by the City in connection with this Agreement, and incurred by the City to satisfy any obligations on the City as a result of this Agreement, even if such costs, fees, and expenses are incurred by the City after the termination of this Agreement.

**Section 6.14 Anti-Discrimination Against Israel.** In accordance with Section 34.600, Revised Statutes of Missouri (the "*Anti-Discrimination Against Israel Act*"), the Developer certifies and agrees that, as to itself and not to any other party hereto, to the extent the Anti-Discrimination Against Israel Act is applicable to this Agreement, it is not currently engaged in and shall not, for the duration of this Agreement, 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 with the State of Israel, in all respects within the meaning of the Anti-Discrimination Against Israel Act. This certification shall not be deemed an admission or agreement that the Anti-Discrimination Against Israel Act is applicable to this Agreement, but the foregoing certification is provided if the Anti-Discrimination Against Israel Act is applicable. If the Anti-Discrimination Against Israel Act is initially deemed or treated as applicable to this Agreement, but is subsequently determined not to apply to this Agreement for any reason, including the repeal or amendment of the Anti-Discrimination Against Israel Act, then the foregoing certification shall cease to be effective.

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

CITY OF CHESTERFIELD, MISSOURI

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

(SEAL)

ATTEST:

\_\_\_\_\_  
Vickie McGownd, City Clerk

ACKNOWLEDGMENT

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

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Mayor Bob Nation, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Chesterfield, Missouri, and that said instrument was signed on behalf of said City by authority of the City Council, and said Mayor acknowledged said instrument to be the free act and deed of said City.

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

\_\_\_\_\_  
Notary Public in and for said State

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

Please affix seal firmly and clearly in this box.

TSG DOWNTOWN CHESTERFIELD  
REDEVELOPMENT, LLC

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

ACKNOWLEDGMENT

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

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that s/he is the \_\_\_\_\_ of TSG Downtown Chesterfield Redevelopment, LLC, a Missouri limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its members, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said limited liability company.

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

\_\_\_\_\_  
Notary Public in and for said State

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

Please affix seal firmly and clearly in this box.

**Exhibit A**

**Chesterfield Regional  
353 Development Plan & Project**

**June 2, 2023**



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## SECTION 1 INTRODUCTION

### THE PLAN IN CONTEXT

This document constitutes the Chesterfield Regional Development Plan (the “Development Plan”), which applies to an area approximately 105 acres in size, generally bounded by Chesterfield Center Drive on all sides. (the “Redevelopment Area” or “Area”).<sup>1</sup> The Area is wholly located within the City of Chesterfield, Missouri (the “City”). The boundary of the Redevelopment Area is shown in the exhibit entitled Redevelopment Area Boundary included in **Appendix A**.

The Area has been subject to recent planning efforts intended to follow the City’s 2020 Comprehensive Plan (the “Comprehensive Plan”) as adopted by the City of Chesterfield on September 30, 2020. This Development Plan proposes the following activities in order to accomplish the underlying goals of the Comprehensive Plan:

- The addition, enhancement, and expansion of existing public facilities that would be damaged or experience diminished utility due to conditions of blight;
- The improvement of roadway infrastructure including, but not limited to: street and structured parking, stormwater control and detention, and other public improvements (sidewalks, bike paths, trails, pedestrian walkways, landscape areas, street lighting, wayfinding, and regulatory signage, parks, public amenities, retaining walls, traffic signals, and site fixtures (trash, bike racks, benches, etc.);
- The construction and improvement of utility infrastructure, including electric, gas, sewer, water, telecommunications, etc.), and
- The construction of structured parking garages for shared public use.

---

<sup>1</sup> Inclusive of public right-of-way.

## PROVISIONS OF CHAPTER 353

The Missouri General Assembly adopted the Urban Redevelopment Corporations Law, Chapter 353, RSMo., in 1943. The law is often referred to simply as "Chapter 353."

Chapter 353 allows cities and counties to:

1. Identify and designate redevelopment areas that qualify as "Blighted Areas;"
2. Adopt development plans that designate areas in need of redevelopment and state the objectives to be attained and the redevelopment projects to be undertaken;
3. Approve redevelopment projects for implementation of such development plans; and
4. Utilize the tools set forth in Chapter 353 to assist in reducing or eliminating those factors and conditions that cause the area to qualify as a "Blighted Area" through the completion of a redevelopment project.

This Plan describes the "Redevelopment Project(s)" for the Area and provides information as required by provisions of Chapter 353 RSMo. While the use of Chapter 353 requires a finding by the City that the Area is a "blighted area" as defined in Chapter 353, it also defines a Chapter 353 "Area" specifically, noting: *"Any such area may include buildings or improvements not in themselves blighted, and any real property, whether improved or unimproved, the inclusion of which is deemed necessary for the effective clearance, replanning, reconstruction or rehabilitation of the area of which such buildings, improvements or real property form a part;."*

## PLAN PURPOSE

This document intends to serve as the Development Plan for the Area. To establish a redevelopment area, the overall area must meet specific criteria set forth in Chapter 353. One of the purposes of this Redevelopment Plan is to document the qualifications of the Redevelopment Area with respect to designation pursuant to Chapter 353. In addition, this document serves as the basis for establishing the general redevelopment program that will assist the City and private development entities in:

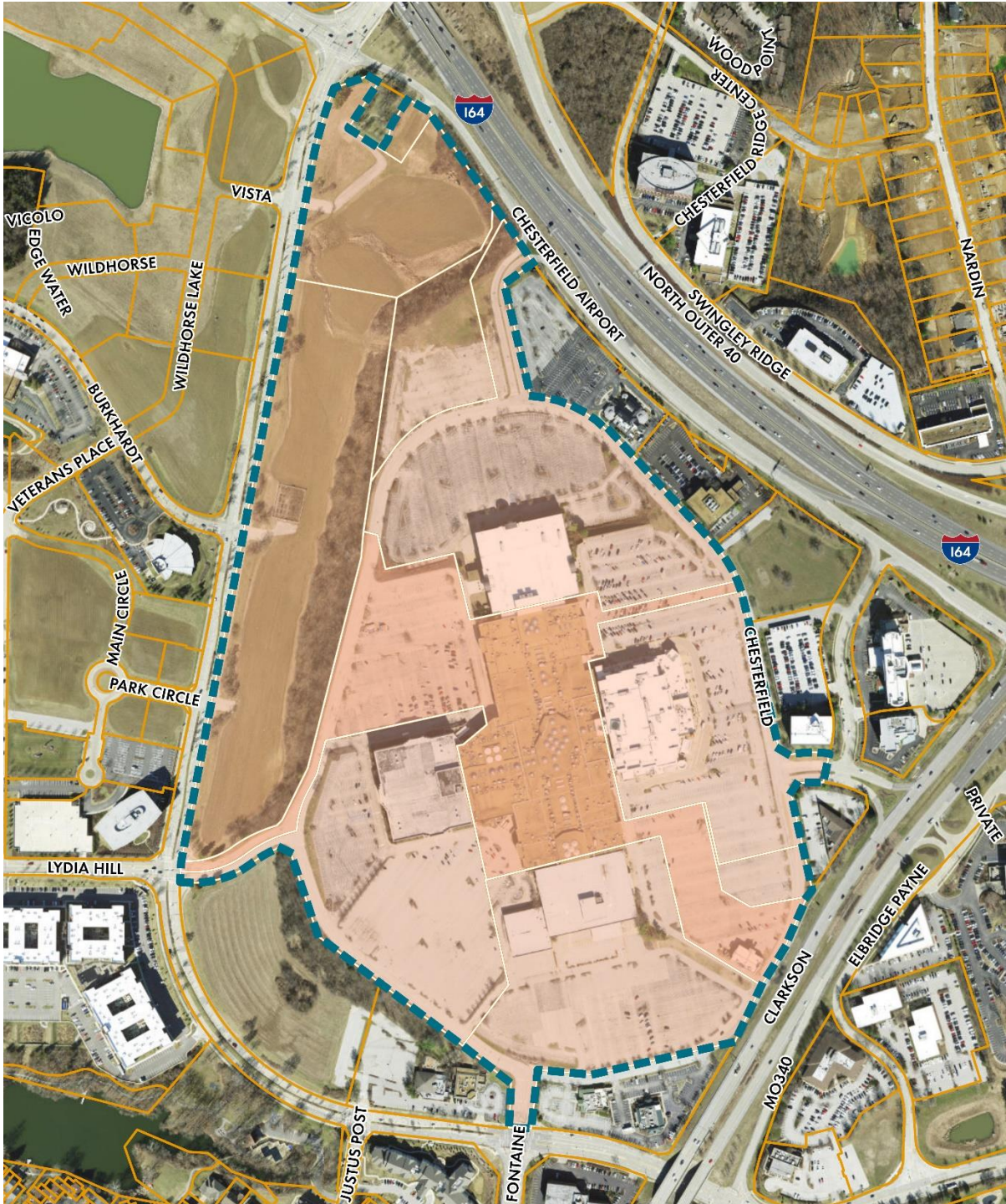
1. Facilitating the comprehensive and unified redevelopment of the Redevelopment Area; and
2. Resulting in the construction of necessary improvements (public and private) within the Redevelopment Area.

The primary purpose of this Plan is to establish the process by which redevelopment within the Redevelopment Area may occur. This process will enable the City to carry out the comprehensive redevelopment envisioned by this Plan. Without the assistance provided through Chapter 353, the Redevelopment Area is not likely to experience significant growth and development through investment by private enterprises.

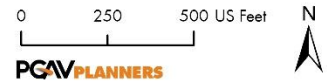
## SECTION 2 THE REDEVELOPMENT AREA

### ***General Boundary***

The Area is hereby described as the general area inclusive of and surrounding Chesterfield Mall. The proposed boundary for the Area is shown on the following page and as **Plate 1 – Area Boundary** in **Appendix A**. A legal description of the boundaries of the Redevelopment Area is also included in **Appendix A**.



**PLATE 1 – CHAPTER 353 REDEVELOPMENT AREA**  
CHESTERFIELD, MO



### ***History of Chesterfield Mall***

In 1974, Louis Sachs, a local real estate investor, sold the 60-acre area that would eventually become the 1.3 million square foot Chesterfield Mall (the "Mall") to Richard Jacobs of the Cleveland-based retail developer Richard E. Jacobs Group. The Mall was built and eventually opened in 1976 as the sister mall to Jamestown Mall, located in north St. Louis. The Mall had two original anchor stores: (1) Sears and (2) Stix, Baer, and Fuller. In 1978, a four-screen cinema opened on an outparcel adjacent to the Mall. In 1981, a Famous-Barr store opened at the Mall. In 1984, Dillard's replaced Stix, Baer, and Fuller. In 1995, a new Famous-Barr store was built adjacent to that store's former space, which JCPenney would later take over. The Mall was renovated in 1996 with upgraded facades, interiors, and amenities. Famous-Barr remained a tenant until 2006, when it was replaced by Macy's, which has remained in operation until 2022. Dillard's remained in operation until 2016, when flood damage from bursting water piped caused the closure of the anchor. The temporary closure became permanent in 2017 due to dwindling sales at the Mall and changes in consumer behavior. Other notable former tenants include Houlihan's (1997-2014), California Pizza Kitchen (1997-2018), and Ann Taylor Loft (2006-2020).

### ***Ownership***

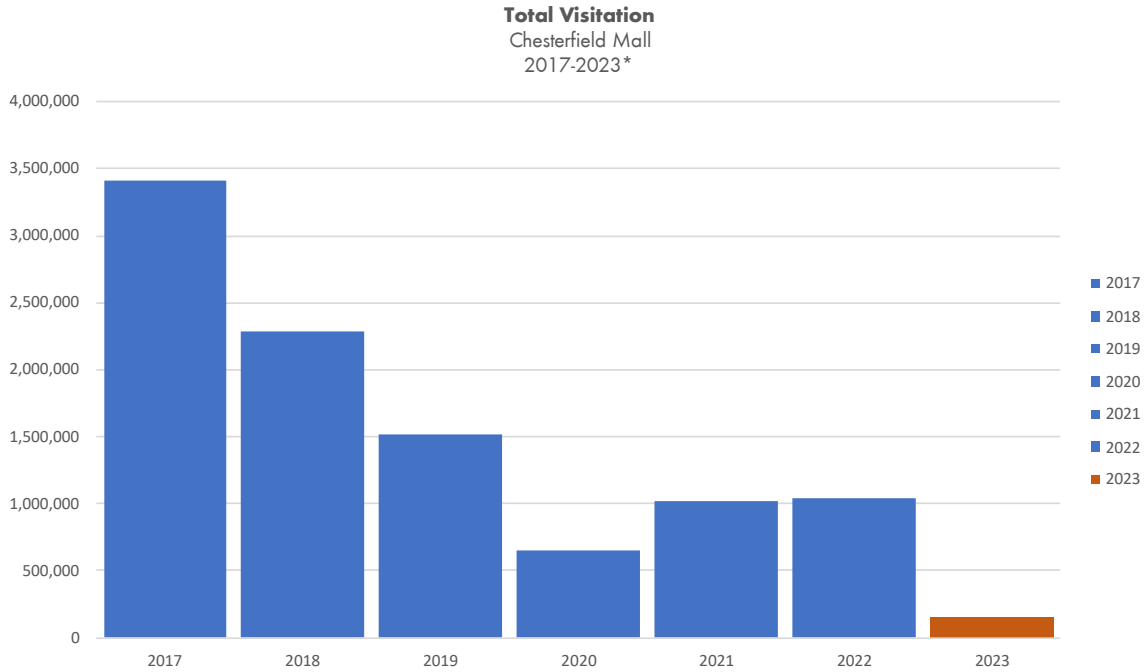
Between 1976 and 2018, the Mall was owned by several groups. The Richard E Jacobs Group sold the Mall to Westfield Group in 2002. In 2008, the Mall was acquired by CBL & Associates Properties. The Mall was placed in receivership in the third quarter of 2016, pending foreclosure. Management was transferred to Madison Marquette while a new owner was sought for the property. The foreclosure was finalized in June 2017, making C-III Capital Partners the temporary owner. In 2018, the Mall was acquired by Hull Property Group. In February 2020, The Staenberg Group closed on a deal to acquire the Mall, most of the Mall's anchor stores, and the Mall's outparcel properties for an undisclosed price. The Dillard's building remains the property of Dillard Department Stores, Inc.

### ***Decline***

The Mall's decline can be traced back to 2000, when anchor tenants began to vacate their locations. The four-screen cinema went through an ownership change in the mid-90s which eventually led to the theater's closure on November 5, 2000. Approximately five years later, the Mall's JCPenney store closed, and the space was demolished, which made way for many smaller shops and restaurants, including Border's Books, which closed in 2011. The Cheesecake Factory, an American Girl store, a food court, and a 14-screen AMC Megaplex opened between 2007 and 2018. The AMC Megaplex takes up a third floor that was constructed in 2016. Border's Books closed in 2011 and was replaced with Books-A-Million and, later, V-Stock. In March 2018, American Girl shuttered its location within the Mall. On May 31, 2018, Sears announced it would be closing as part of a plan to close 72 stores nationwide, including the location at the nearby South County Center. The Sears store closed in September 2018, leaving Macy's as the last remaining anchor store.

Foot traffic to the Redevelopment Area has declined since 2017. According to data provided by Placer.ai, a cellphone location provider, the number of persons visiting the Mall has decreased by 81

percent since January 1, 2017. The illustration on the following page shows the total number of visits to the Mall beginning January 1, 2017, until March 24, 2023.



\*2022 shows a partial year of visitation (January 1, 2022 – March 24, 2023)

**COMPLIANCE WITH THE COMPREHENSIVE PLAN**

The City has a City-wide comprehensive plan that was adopted in 2020. Various sections of the Envision Chesterfield Comprehensive Plan (the "Comprehensive Plan") reference the Redevelopment Area. **Section 5 - Chesterfield's Vision** of the Comprehensive Plan begins the discussion of future redevelopment opportunities and land uses that might apply to the Redevelopment Area. **Plate 3 – General Land Use Plan** in **Appendix B** of this Development Plan provides for redevelopment and uses that are compatible with the Comprehensive Plan. The compatibility between this Development Plan and the Comprehensive Plan is discussed in further detail in **Section 4** of this report.

**TABLE 2-1  
PARCEL OWNERSHIP AND USE DATA  
CHESTERFIELD REGIONAL 353 REDEVELOPMENT AREA  
CHESTERFIELD, MISSOURI**

<b>Locator #</b>	<b>Address</b>	<b>Owner</b>	<b>Use</b>	<b>Acres*</b>
18S120071	700 Chesterfield Ctr	TSG Downtown Chesterfield Redevelopment Staenberg Group Inc	Commercial	13.00
18S110137	49 Chesterfield Mall	TSG Downtown Chesterfield Redevelopment Staenberg Group Inc	Commercial	13.45
18S120147	7 Chesterfield Mall	TSG Downtown Chesterfield Redevelopment Staenberg Group Inc	Commercial	20.20
18S130146	299 Chesterfield Mall	Chesterfield Village Inc	Commercial	0.00
18S120158	150 Chesterfield Mall	TSG Downtown Chesterfield Redevelopment Staenberg Group Inc	Commercial	10.84
18S120169	148 Chesterfield Mall	TSG Downtown Chesterfield Redevelopment Staenberg Group Inc	Commercial	1.16
18S140288	100 Chesterfield Mall	Dillard Department Stores	Commercial	16.68
18S130070	595 Chesterfield Ct	Twist Enterprises LLC	Vacant	4.09
18S130157	700 Chesterfield Ctr	Chesterfield Village Inc	Vacant/Agriculture	17.60
18S410163	16185 W Chesterfield Pkwy	Chesterfield Village Inc	Vacant/Agriculture	7.85
18S410239	16189 W Chesterfield Pkwy	Chesterfield Village Inc	Vacant/Agriculture	0.42
			<b>Total Area</b>	<b>105.29</b>

### SECTION 3 THE REDEVELOPMENT PROJECT

As noted in Section 1 of this Plan, the Redevelopment Area presently consists of the Mall property, which comprises approximately 105 acres of land.<sup>2</sup> The Redevelopment Area includes the parcel identification numbers shown in **Table 2-1 - Parcel Ownership and Use Data**, located on the prior page. The table also lists each parcel's owner and current land use. This Development Plan envisions multiple projects across the Redevelopment Area. These projects will be referred to as the "Redevelopment Project(s)." It is expected that the Mall's redevelopment will be accomplished by TSG.

As part of a total anticipated investment of nearly \$1.2 billion, the Mall will be redeveloped into a dense downtown area resulting in:

#### Phase 1

- Approximately 2,363 residential units comprising 2,798,000 square feet;
- Over 511,000 square feet of retail, grocery, and food and beverage space;
- More than 736,000 square feet of office space;
- A 259-room, 314,800 square foot hotel; and
- Over 2.9 million square feet of surface and structured parking.

#### Phase 2

- Approximately 362 residential units comprising 425,600 square feet of varying typologies;
- Approximately 1.43 million square feet of office typologies;
- Approximately 5,000 gross square feet of retail space; and
- 1.7 million square feet of structured parking.

The development of the Redevelopment Area will alleviate those conditions that qualify the Redevelopment Area as a "Blighted Area" and will facilitate its economic revitalization. The development will be completed in phases over the next ten to twelve years.

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<sup>2</sup> St. Louis County Assessor's Office, 2023



## SECTION 4 ANALYSIS FOR DESIGNATION AS A BLIGHTED AREA

### INTRODUCTION

This Section documents the conditions that were found to be present in the Redevelopment Area and contains the analysis of how such conditions cause the Redevelopment Area to be a "Blighted Area" according to Section 99.805 R.S.Mo. Chapter 353 defines a "Blighted Area" as follows:

*"Blighted area," an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use; (R.S. MO 99.805(1)).*

As such, blight conditions may be physical, such as "insanitary or unsafe conditions," "deterioration of site improvements," or "the existence of such conditions which endanger life or property by fire and other causes."

This analysis is based upon on-site investigations of the Redevelopment Area conducted by PGAV Planners staff on March 15, 2023, and March 28, 2023, in addition to the information provided by the staff of the City of Chesterfield, the St. Louis County Assessor, and the Developer. PGAV Planners staff also relied upon its extensive experience, knowledge of the real estate market, and professional expertise in the preparation of the analysis. Photographs illustrating representative blighting conditions were taken during the site visits and are displayed in **Appendix D – Existing Conditions Photos**. Blighting factors for each parcel in the Redevelopment Area are also identified in **Plate 4 – Blighting Factors** in **Appendix B**. This report will not reflect changes in conditions or events that have occurred subsequent to the date of the site visits or publication of this report.

### EXISTING CONDITIONS

As indicated above, PGAV Planners staff conducted field investigations of observable conditions in the Redevelopment Area. During these field investigations, physical and functional conditions were observed related to the condition of the portions of the Redevelopment Area that are part of the larger Mall site which constitutes more than half of the land within the Redevelopment Area. In addition, the buildings and their related site improvements within the Redevelopment Area all exhibit conditions of deferred maintenance and deterioration. Interior inspections of the Mall were also conducted. A high vacancy rate was noted (greater than 84 percent), as well as a high frequency of non-retail tenants within the Mall. These included private clubs, office spaces, storage facilities, power sports manufacturers, and drone racing facilities.

## INSANITARY OR UNSAFE CONDITIONS

Unsafe conditions are evidenced by graffiti and signs of criminal behavior that have occurred throughout the Redevelopment Area. These conditions have also contributed to the deterioration of site improvements.

### **Summary of Findings Regarding Unsafe Conditions:**

During both site visits by PGAV Planners, graffiti was observed on the Dillard's parking garage interior in several locations. Further investigation showed that in September of 2021 the City's code enforcement division contacted Dillard's regarding graffiti that had occurred in the same location. The graffiti was abated in November by a maintenance crew from Dillard's.<sup>3</sup> This is evidence of persistent criminal behavior. It is also evidence that the abandoned nature of the Dillard's building is conducive to crime. Further evidence of criminal mischief was discovered during the site visit where some vandals had thrown a partially full paint can on the floor of the Mall's interior.

The Redevelopment Area is unique as it is very large with complex features of the built environment. Many locations at the Mall and within the Redevelopment Area are difficult or impossible to see from the public right-of-way and/or road frontage. The parking lots and surrounding areas are unsecured. According to management, there are no personnel on-site at night to monitor conditions beyond the end of the working day that could prevent crimes and vagrancy.

PGAV Planners also noted that several locations within Dillard's property were overgrown and unkempt, evidenced by dense vegetative bands of varying depths. Trash, including empty liquor and beer bottles of substantial volume, was observed strewn across the Dillard's parking lot and vegetative areas.

These elements reinforce the argument that the condition of the property encourages loitering and other negative social behaviors. It is also probable that the unsecured areas, including parking areas, could attract vandals and other delinquents. These conditions serve as substantial evidence that the Redevelopment Area is insanitary or unsafe in its current condition.

In the property's present condition and use, the above factors predominate and constitute insanitary or unsafe conditions. Furthermore, in 2009 the Missouri Court of Appeals observed and held in *Land Clearance for Redevelopment Authority v. Inserra*, 284 S.W.3d 641 (Mo. Ct. App. 2009) that conditions perceived to foster criminal behavior can be considered a social liability, as in the following excerpt from the opinion:

*There were many dark corners where criminal activity could occur, and that there was no evidence of security on the property to prevent crime. Further, it observed that the property appeared unoccupied with no one to monitor conditions that could contribute to fire or other dangers. Finally, the study noted that the*

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<sup>3</sup> Work Orders 111183

*condition of the property would encourage loitering and other negative social behavior; the parking and loading areas were unprotected and unmonitored, which could attract juvenile delinquents. In the property's present condition and use, these factors predominate to constitute a social liability. We hold that substantial evidence exists to support a finding of social liability.*

We find that this interpretation, combined with the factors and conditions outlined above, represents a social liability and supports the definition of a "Blighted Area" as defined in R.S. MO 99.805(1). Vacant buildings are another situation that typically represents unsafe conditions. The Dillard's location has been vacant since 2017. An on-site exterior review of this building did not indicate evidence of break-ins.

## **DETERIORATION OF SITE IMPROVEMENTS**

In general, deterioration refers to the physical and economic deterioration of the improvements of the Redevelopment Area both in terms of buildings and other above-ground structures, below-grade supporting structures such as water, sewer, and electric utilities, and surface site improvements such as parking areas, access and circulation roadways, and drives, and lighting fixtures, signage, etc.

Deterioration may be evident in basically sound buildings containing minor defects, such as a lack of painting, loose or missing roof tiles, floor or ceiling plates, or holes and cracks over limited areas. Deterioration that is not easily curable and that cannot be cured in the course of normal maintenance includes defects in the primary and secondary building components. Primary building components include the foundation, exterior walls, floors, roofs, wiring, plumbing, etc. Secondary building components include the doors, windows, frames, fire escapes, gutters, downspouts, siding, fascia materials, etc.

### **Summary of Findings Regarding Deterioration of Site Improvements:**

While many observations of deteriorated site improvements were evident within the Redevelopment Area, most observations of deterioration were on the interior and exterior of the Mall. Water infiltration has been occurring via the large skylights within the Mall's concourse. Several instances of water intrusion were observed within tenant spaces and interior walkways. The Dillard's building showed the most significant signs of water permeation. And it is known that the water pipes within this building that burst in 2016 caused the closure of the store which has never reopened. Ceiling areas located around support joists showed signs of leakage and water infiltration. The ceiling tiles in these areas had been removed for emergency repairs.

Exterior concrete and masonry walls are deteriorating due to moisture and exposure to the elements. One particular area of masonry near the main entrance of the Mall has completely deteriorated. Several interior service corridors show considerable amounts of spalling. These service corridors also show evidence of water infiltration. Several locations where ceiling tiles had rotted out of place were observed. The majority of the Redevelopment Area's parking lots exhibited serious signs of deferred maintenance. Some areas had large depressions that were collecting water during light rain. Other areas

were spalling or had completely deteriorated.

## **EXISTENCE OF CONDITIONS WHICH ENDANGER LIFE OR PROPERTY BY FIRE AND OTHER CAUSES**

The Redevelopment Area, by reason of a predominance of insanitary or unsafe conditions, a deterioration of site improvements, and the existence of conditions which endanger life or property by fire or other causes, constitutes an economic liability.

### ***Summary of Findings:***

The various conditions described in the preceding sections on insanitary or unsafe conditions and deterioration of site improvements within the Redevelopment Area give rise to conditions which endanger life or property by fire and other causes.

## **MENACE TO THE PUBLIC HEALTH, SAFETY, MORALS OR WELFARE**

The combination of the previously described blighting conditions present within the Redevelopment Area constitutes a menace to the public health, safety, morals or welfare as the Redevelopment Area is predominated by insanitary or unsafe conditions, deterioration of site improvements, and conditions which endanger life or property by fire and other causes, which, in combination, constitute a menace to the public health and safety, morals or welfare in its present condition and use.

## **ECONOMIC LIABILITY**

The Redevelopment Area, by reason of a predominance of insanitary or unsafe conditions, deterioration of site improvements, and the existence of conditions which endanger life or property by fire and other causes, constitutes an economic liability. The Redevelopment Area, in its present condition and use, is underutilized and now represents a large tract of depreciating and vacant land that still has significant challenges to any redevelopment effort. The Redevelopment Area lost much of its revenue generation capacity in 2018, causing a need for greater public resources, such as increased attention required by police, fire, and code enforcement officials from the City while revenue declines.

The closure of Dillard's and all of the other anchor stores and many of the Mall's retailers caused a ripple effect in sales throughout the Redevelopment Area. Retailing, in general, has seen an accelerated impact on local sales taxes as the percentage of retail sales captured by online purchasing has grown.

The Redevelopment Area suffers from an abnormally high vacancy rate. Vacancy rates directly correlate to the marketability of the Redevelopment Area, therefore making it perhaps the best indicator of economic liability. At the time of this report, only 55 percent of the Redevelopment Area's leasable space is occupied. This translates into an 84 percent vacancy rate within the Mall and a total vacancy rate of 50 percent for the entire Redevelopment Area. Typically, the ideal vacancy rate for a retail Mall is eight percent to ten percent; however, according to a recent market report prepared by Cushman Wakefield, St. Louis County has an overall vacancy rate for power centers that was only three

percent across all retail products. This translates to an occupancy rate fourteen times greater than the occupancy rate of the Redevelopment Area. The largest vacancy within the Redevelopment Area is the former locations of Dillard's and Sears. Large anchor spaces have proven more difficult to lease due to changes in consumer behavior and a reluctance for large retailers to expand. An example of this is the current use of the former Sears location. The current use as an assembly facility for electric minibikes (Burrowmax) does not represent the intended original use (retail) that the Mall was designed for. The example above are symptoms of an economic liability. As mentioned before, during the inspection by PGAV Planners, several observations were made where retail space had been converted to other uses and activities not typically found in a vibrant and healthy retail mall. When taking into account that spaces typically available for traditional retail have been leased to non-traditional businesses such as office and temporary short-term leases and uses that do not specialize in traditional retail, the vacancy rate of the Redevelopment Area increases to 84 percent.

The other typical measure of economic liability for purposes of the Chapter 353 is property value and the taxes that it produces. The total assessed value for the Redevelopment Area in 2022 was \$22,807,730, according to the St. Louis County Assessor.

**Table 4-1** shows the total assessed values for the Redevelopment Area properties for the period between 2015 and 2022. **Table 3-1A** shows changes in assessed value from 2015 to 2022.

**Table 4-1 – Area Parcel Data**

2015	2016	2017	2018	2019	2020	2021	2022
Assessed Value	Assessed Value	Assessed Value	Assessed Value	Assessed Value	Assessed Value	Assessed Value	Market Value
\$32,000,290	\$36,545,290	\$28,795,610	\$25,397,240	\$26,206,600	\$34,191,590	\$27,056,920	\$22,807,730

Source: St. Louis County Assessor

As this data indicates, the biggest drop in assessed value occurred on property that encompasses the Mall. Specifically, Locator 18S120147, which includes the entire Mall property, sans retail anchor properties. The assessed value of this property decreased by more than 88 percent from 2015 to 2022.

**Table 4-2 – Assessed Value Changes 2015-2022**

Use	% Change '15-'16	% Change '16-'17	% Change '17-'18	% Change '18-'19	% Change '19-'20	% Change '20-'21	% Change '21-'22	Overall % Change '15-'22
Total - All Parcels	14%	-21%	-12%	3%	30%	-21%	-16%	-29%

Source: St. Louis County Assessor

The Redevelopment Area's consistent declines in assessed values give rise to an inability to generate reasonable and sustained revenues, which places affected taxing jurisdictions in a position in which budgets for such services as police, fire, schools, parks, and other municipal services may not be provided at preferred levels. A drop in revenues that support these or other municipal or district services translates into an economic liability for the residents of the City and the beneficiaries of those districts

funded by area real estate, sales, and utility taxes. This is also an indicator of the obsolescence of the buildings in the area which are no longer suitable for their original intended uses. Unless redeveloped the properties will continue to be vacant, will continue to decline in value, and will be subject to further deterioration.

## **SOCIAL LIABILITY**

The Redevelopment Area is also a social liability in its present condition and use due to the previously described blighting factors. Social liability exists where conditions present a threat to public safety and welfare. The physical condition of the bulk of the Redevelopment Area properties, the lack of 24-hour security, the presence of vacant buildings, and non-functioning nighttime lighting represent a social liability by creating an environment ripe for trespassing, vandalism, and other crimes.

## **SUMMARY**

The Redevelopment Area meets, as the whole, the definition of a "Blighted Area," as such term is defined within Chapter 353, and is a portion of the City that by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of such conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals, or welfare in its present condition and use.

The Redevelopment Area meets the requirements for a Blighted Area, exhibiting factors including, but not limited to:

- Insanitary or Unsafe Conditions;
- Deterioration of Site Improvements;
- Existence of Conditions Which Endanger Life or Property by Fire and Other Causes;
- Economic Liability; and
- Social Liability.

Factors contributing to the above-listed requirements are outlined above and supported by the **Existing Conditions Photos** in **Appendix D**. The foregoing analysis and findings indicate the majority of the Redevelopment Area is affected by one or more blighting factors, which indicates that the Area is a portion of the City which by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of such conditions which endanger life or property by fire and other causes, or any combination of such factors, constitutes an economic liability or a social liability in its present condition and use. Pursuant to Sections 99.805(1) R.S.Mo., it is concluded that a predominance and a preponderance of the Redevelopment Area is a "Blighted Area," as defined by Chapter 353.

**SECTION 5  
TAX ABATEMENT**

The City is not authorizing tax abatement pursuant to this Development Plan for the Area.

**SECTION 6  
EMINENT DOMAIN**

TSG (or an affiliate) has acquired approximately 45 acres of property within the Area. The City may authorize the use of eminent domain to acquire interest associated with other property within the Area that has not yet been acquired by TSG or an affiliated entity.



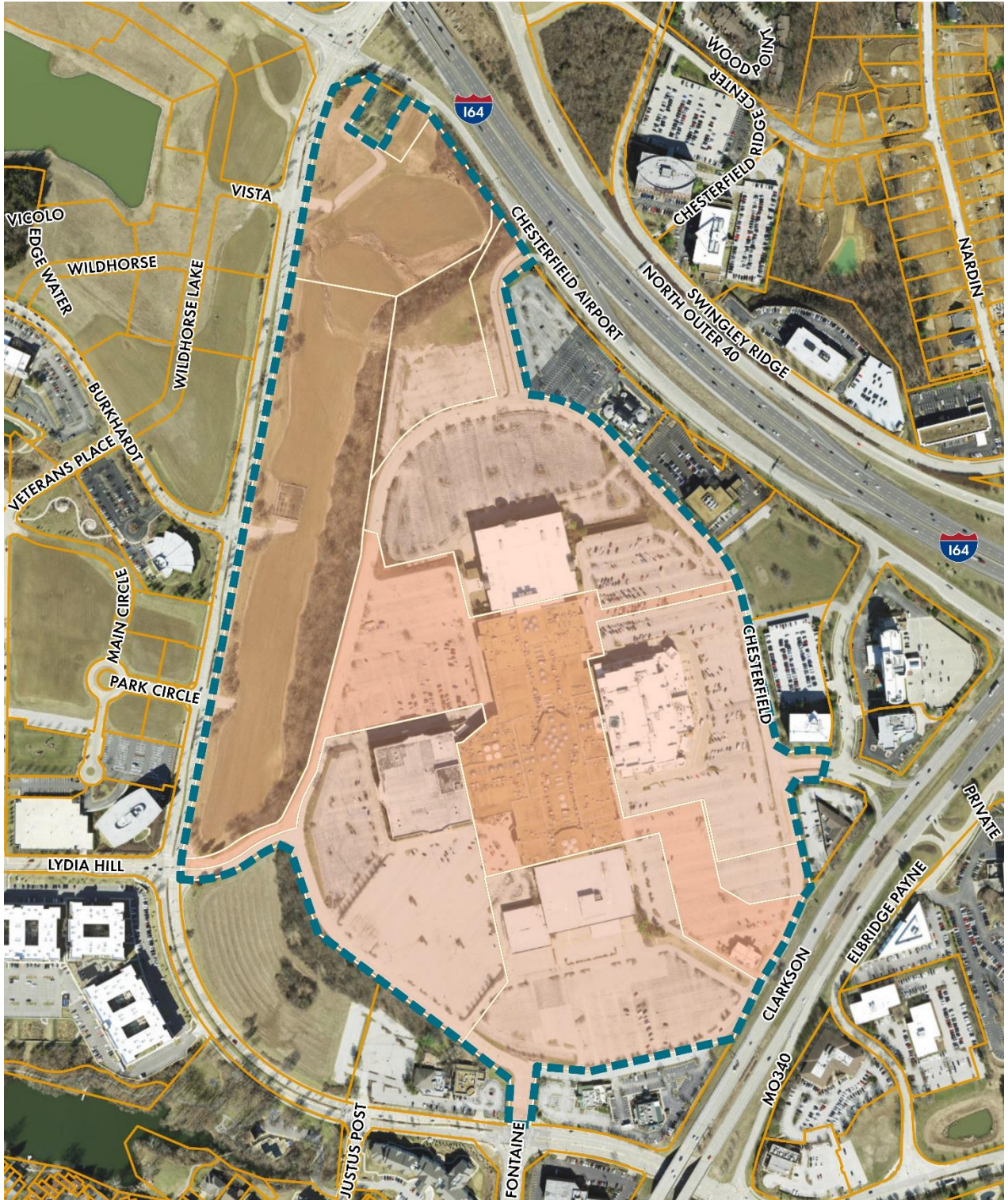
# APPENDICES

# **APPENDIX A**

**REDEVELOPMENT AREA BOUNDARY MAP**

**AND**

**LEGAL DESCRIPTION**



**PLATE 1 – CHAPTER 353 REDEVELOPMENT AREA**  
CHESTERFIELD, MO



BEGINNING at the point at which the southernmost boundary of parcel 18S120071 meets the northern right-of-way line of West Chesterfield Parkway, extending then north to a point at the northwest corner of the boundary line of parcel 19S440172 and then extending northeast along the southeastern boundary line of parcel 18S120071 to this parcel's eastern point and then continuing northeast along the eastern boundary line of parcel 18S120147 to this parcel's northeastern point and then continuing northwest along the eastern boundary line of parcel 18S120169 to this parcel's northeastern point at which it meets the southeastern point of parcel 18S120158 and then continuing north along the eastern boundary line of this parcel and continuing along the northeastern-most boundary line of parcel 18S120147 and continuing north-northwest along the boundary of parcel 18S120288, continuing then northwest along the boundary line of parcel 18S130070, continuing then northwest along the boundary line of parcel 18S410163, continuing then northwest along the northern boundary line of parcel 18S410239 to its westernmost point and then continuing south along the western boundary line of the aforesaid parcel to a point at where it meets the boundary line of parcel 18S410163 and continues then west along the boundary line of this aforesaid parcel and continues south along the boundary line of parcel 18S130157, continuing then south along the boundary line of parcel 18S120147, continuing then south along the boundary line of parcel 18S110137 and following the boundary line of this aforesaid parcel, then continuing east along the boundary line of parcel 18S120071 to the POINT OF BEGINNING.

The aforesaid area contains St. Louis County parcels 18S120071, 18S110137, 18S120147, 18S130146, 18S120158, 18S140288, 18S130070, 18S130157, 18S410163, 18S120169, 18S410239.

# APPENDIX B

## PHOTOGRAPHS

[Link to App to View Photographs](#)

















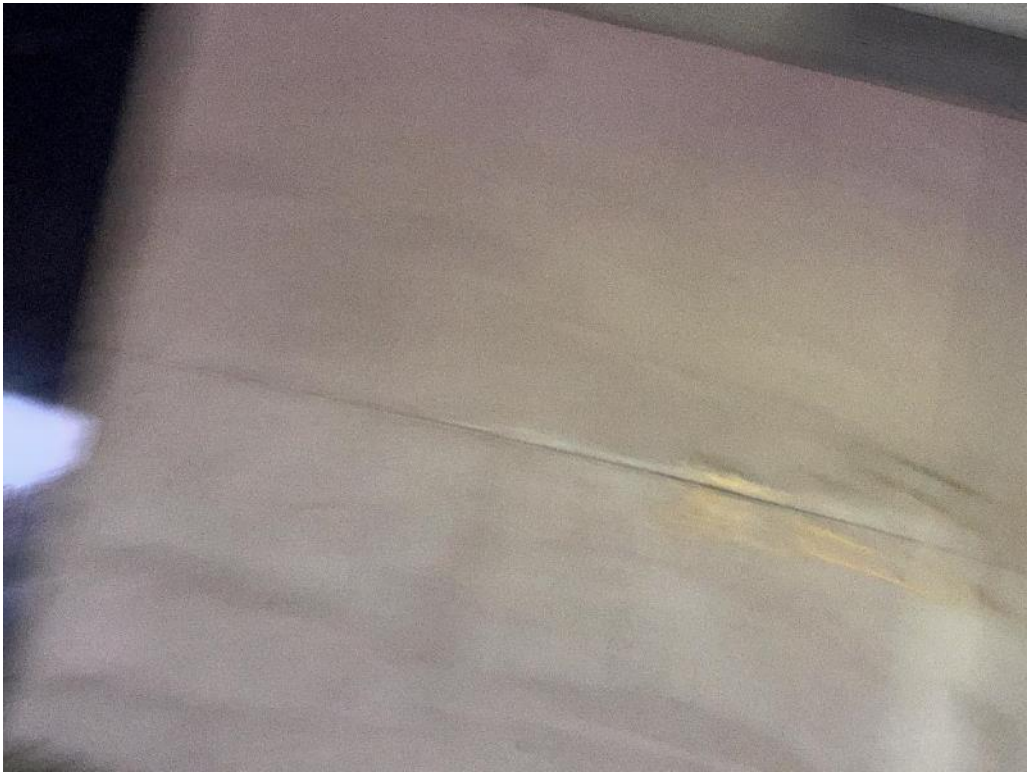
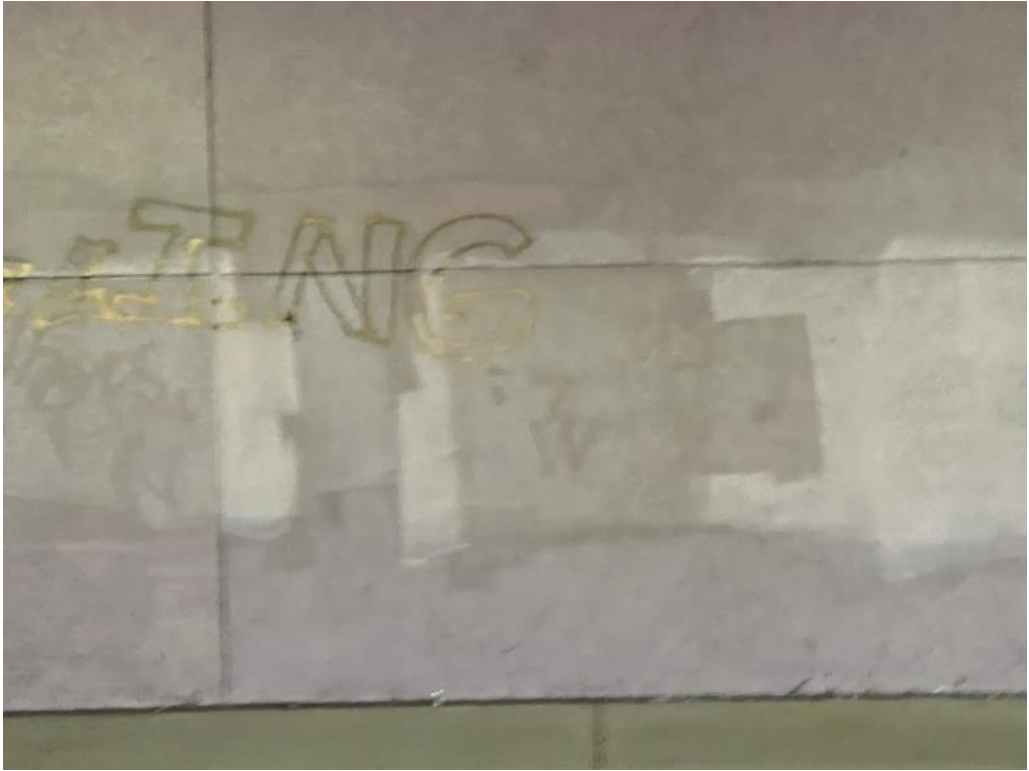




































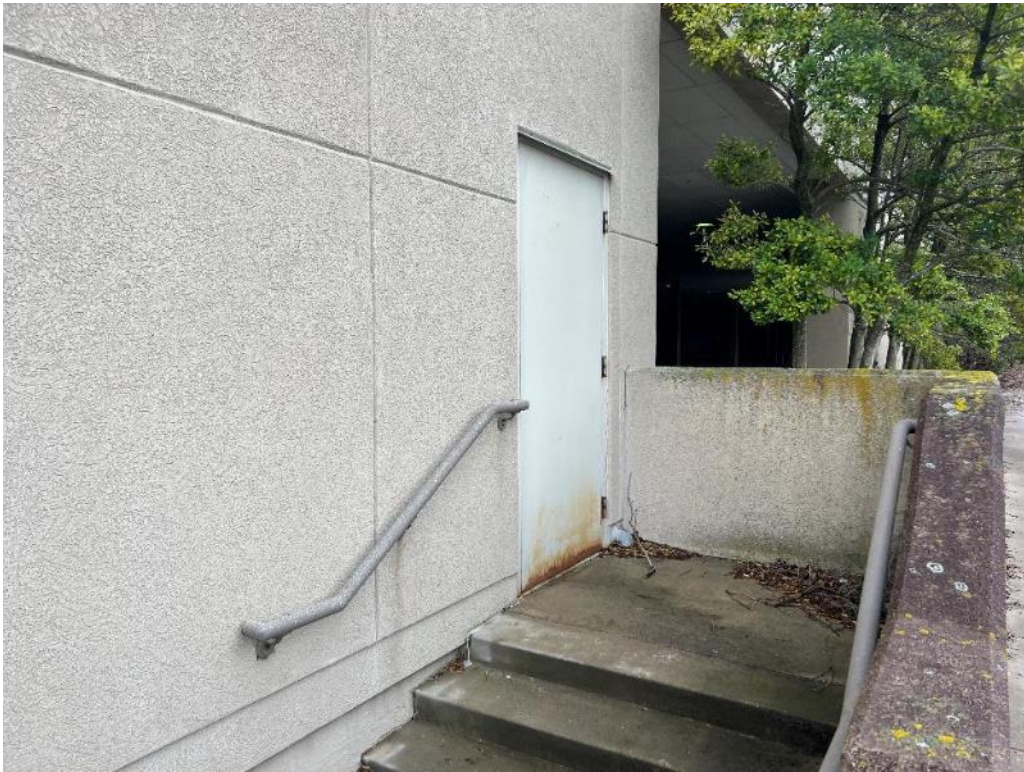


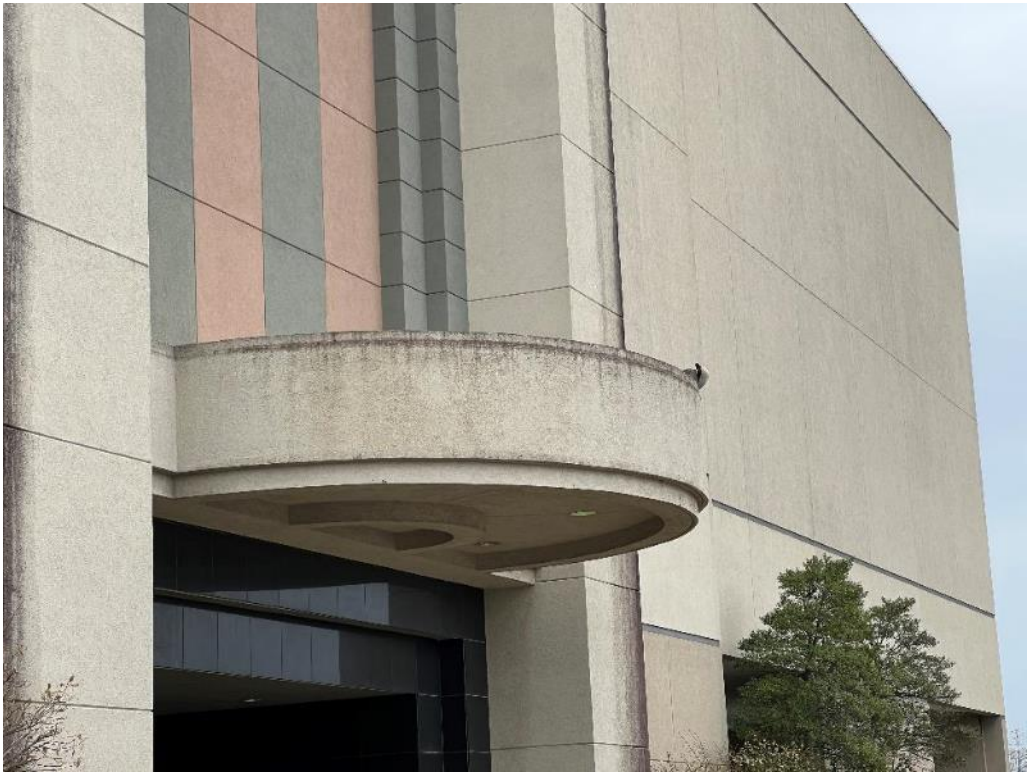




























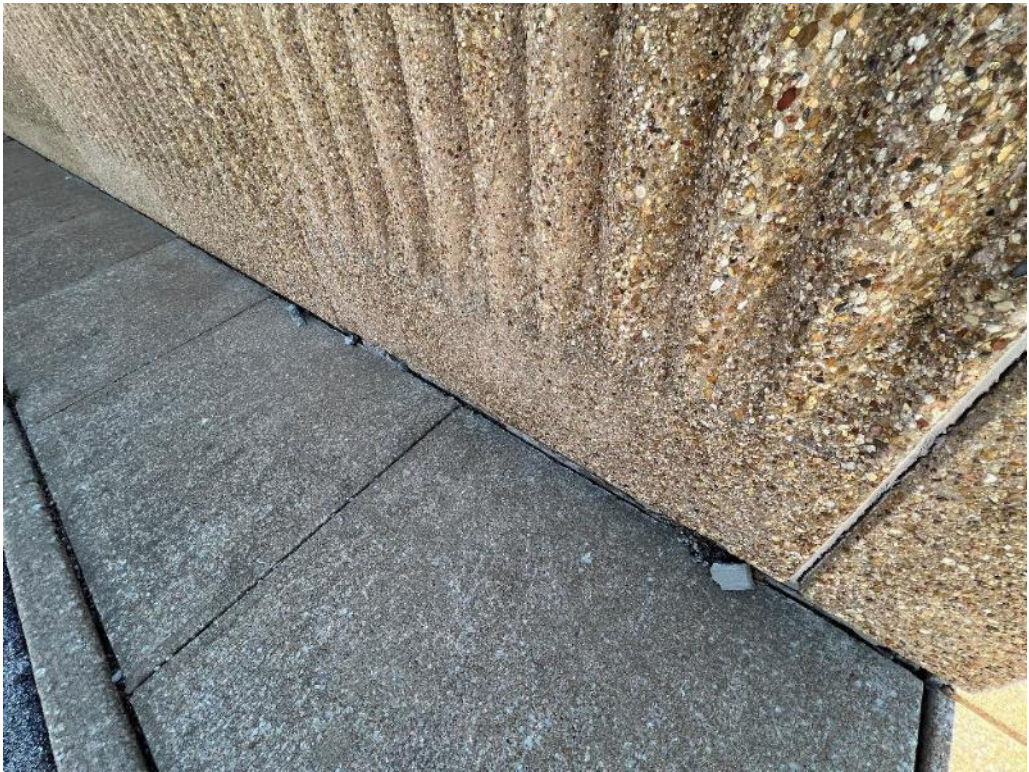
















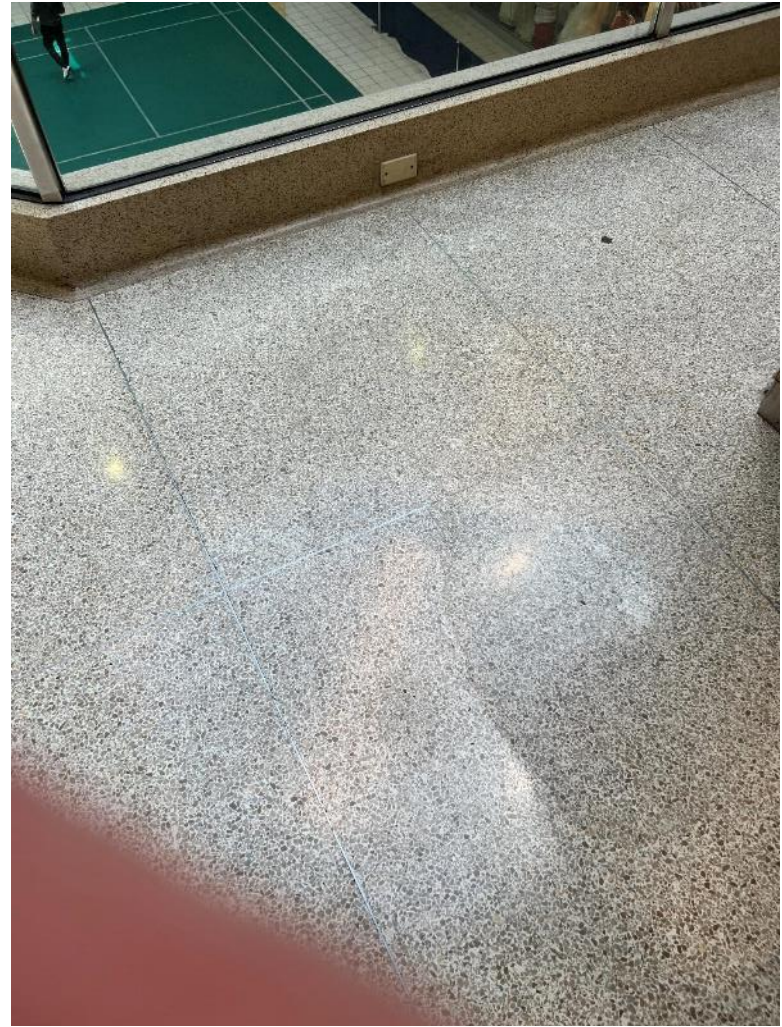








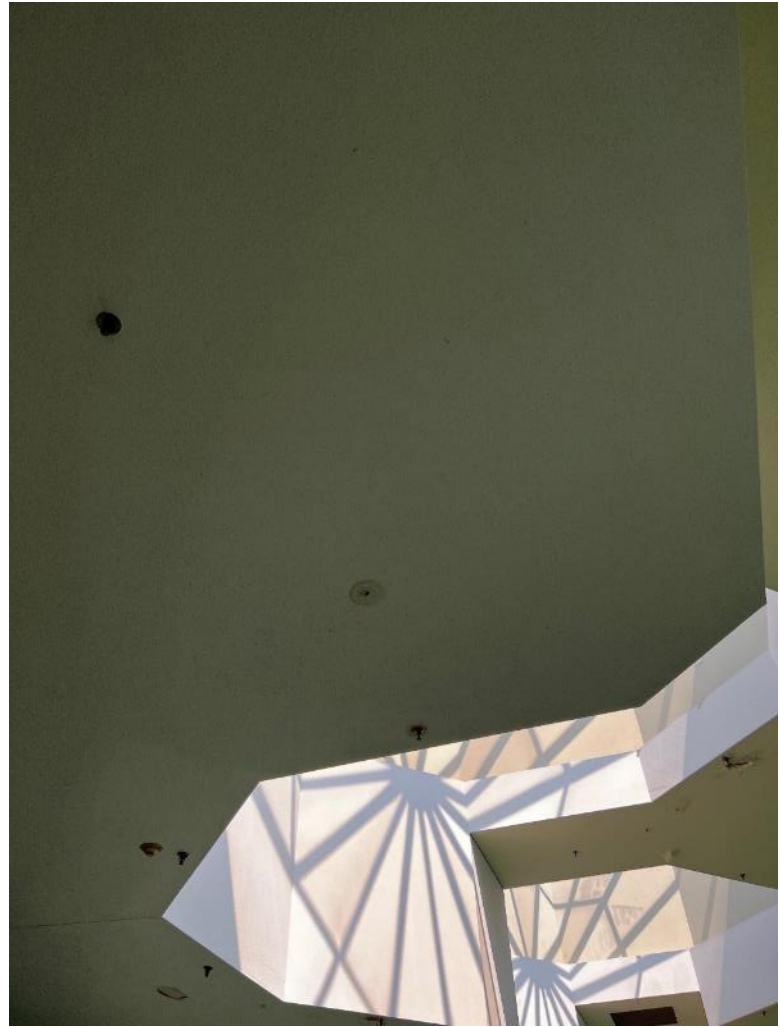


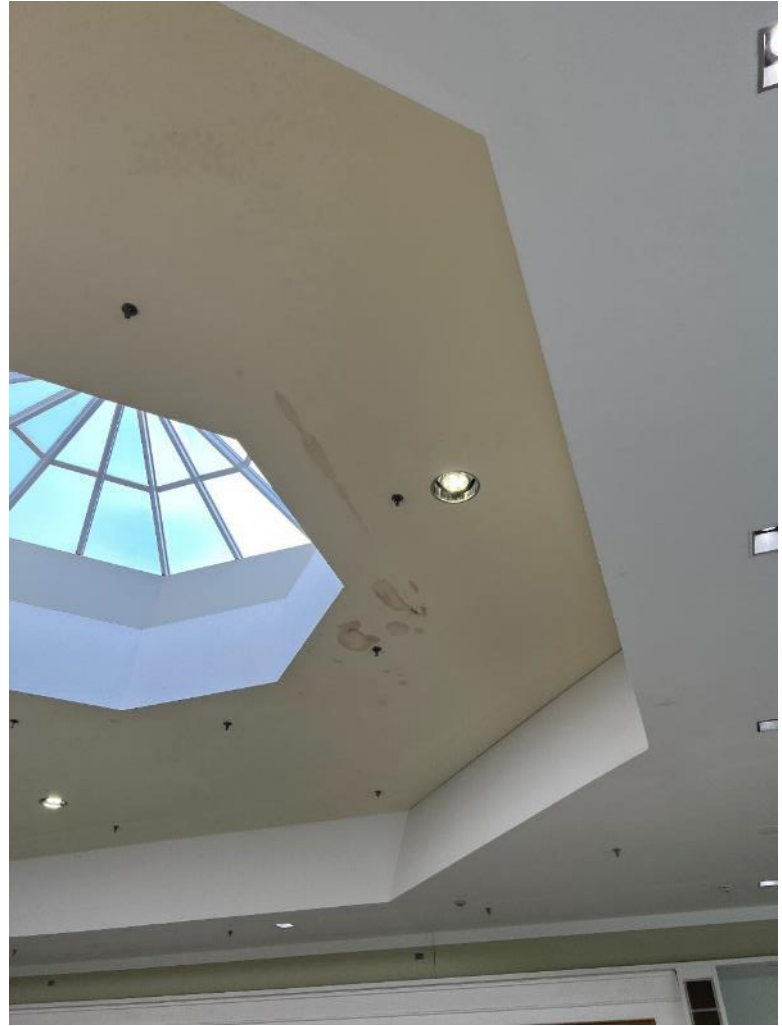


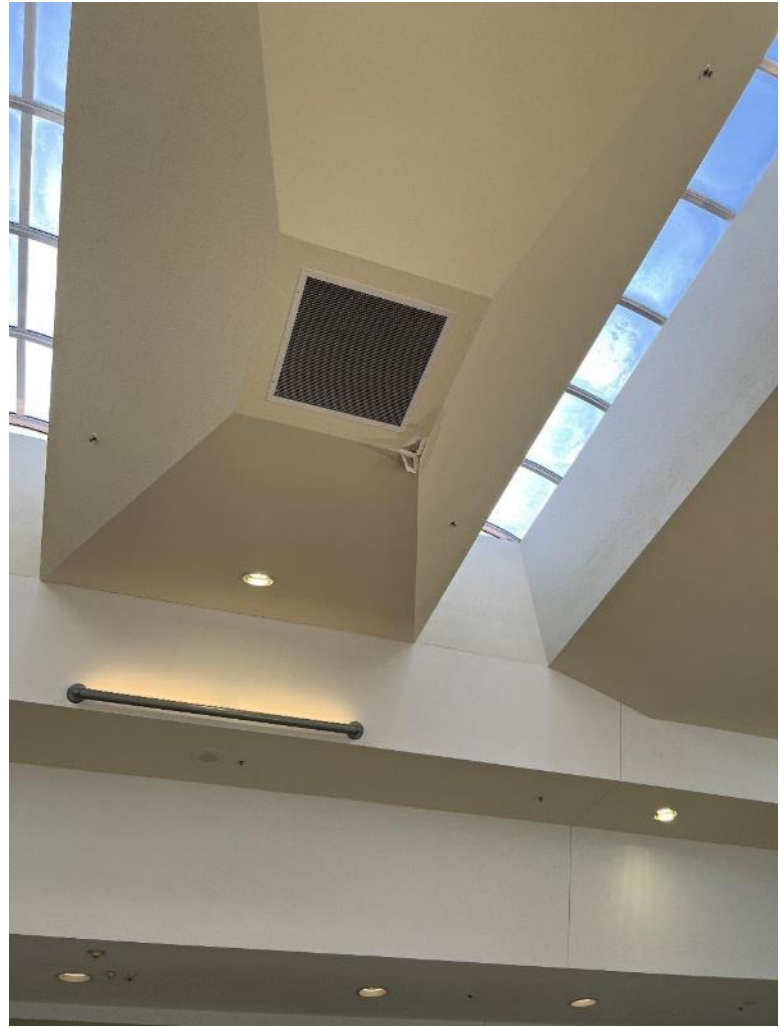


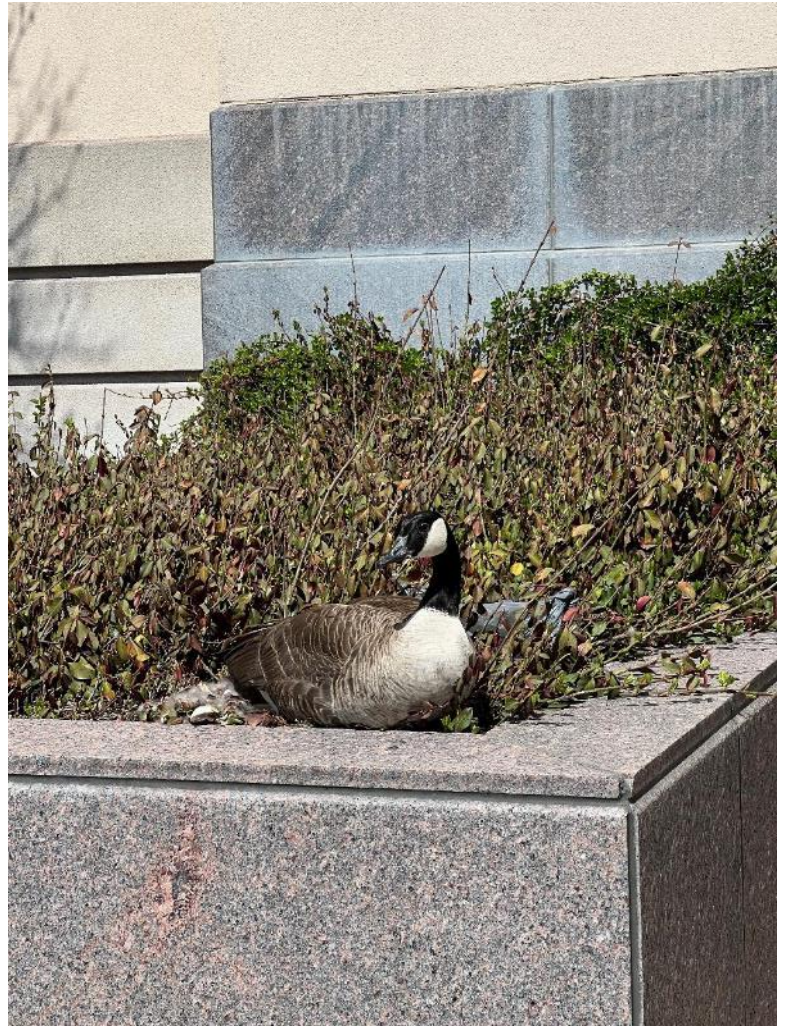


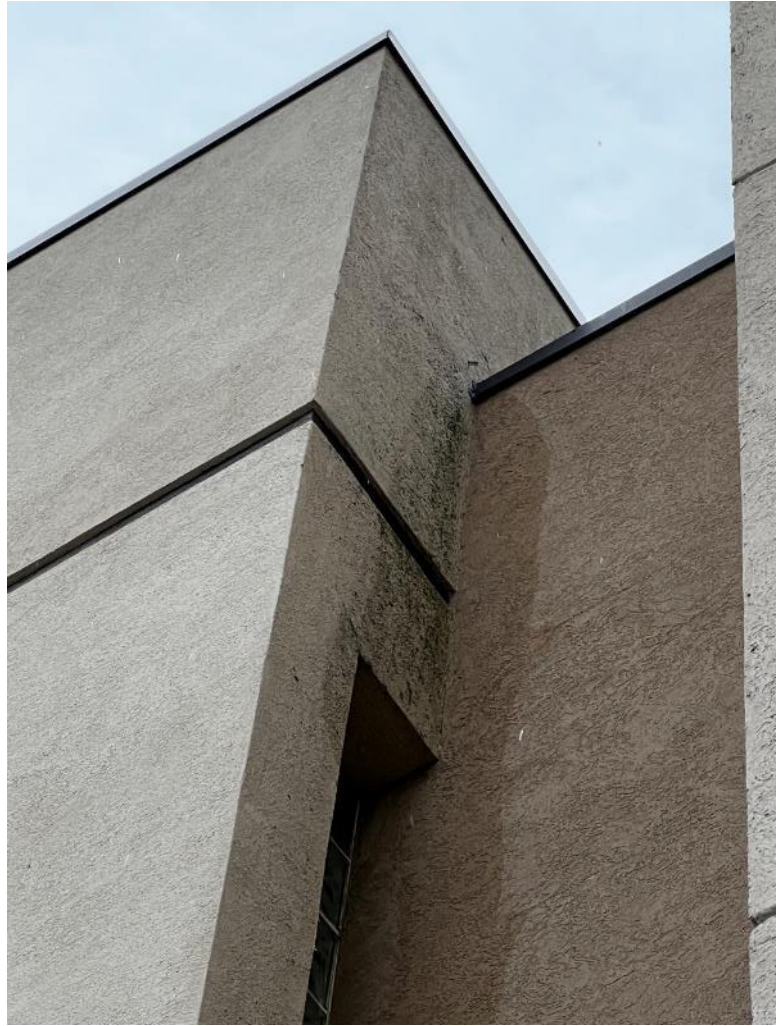


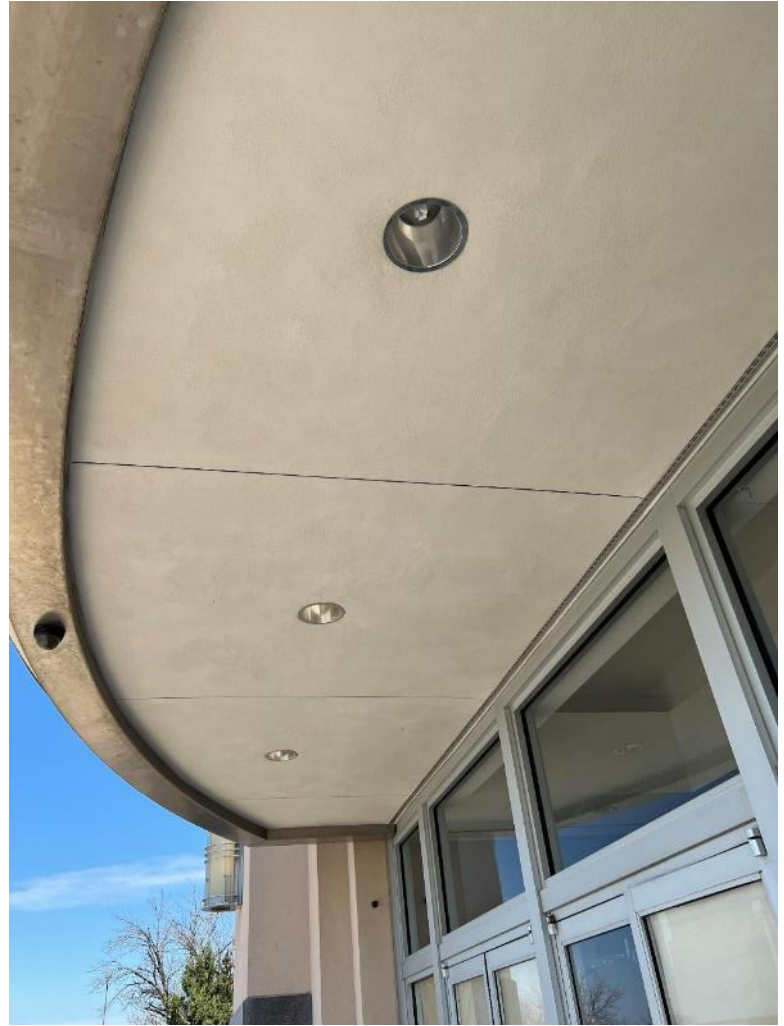
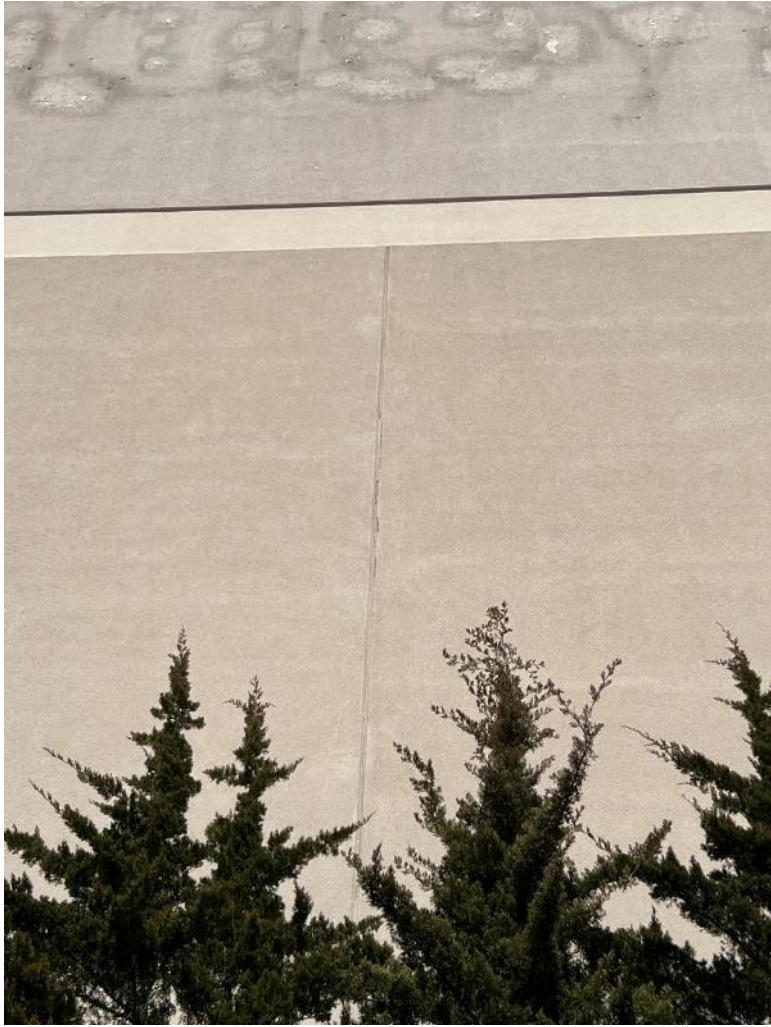


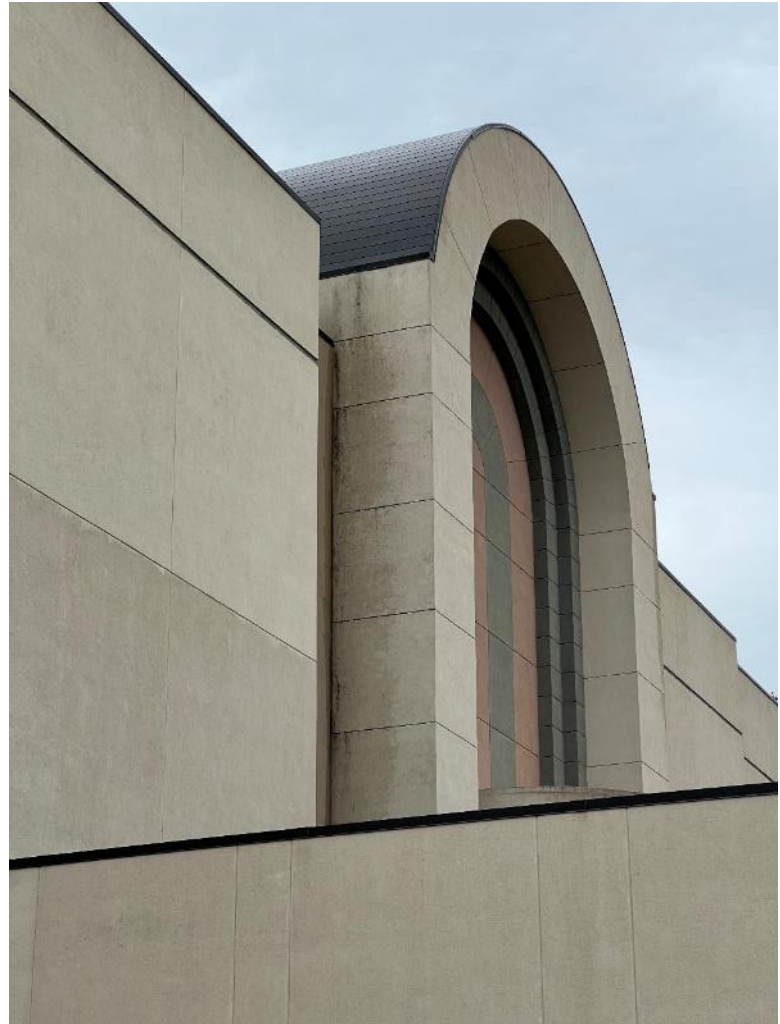






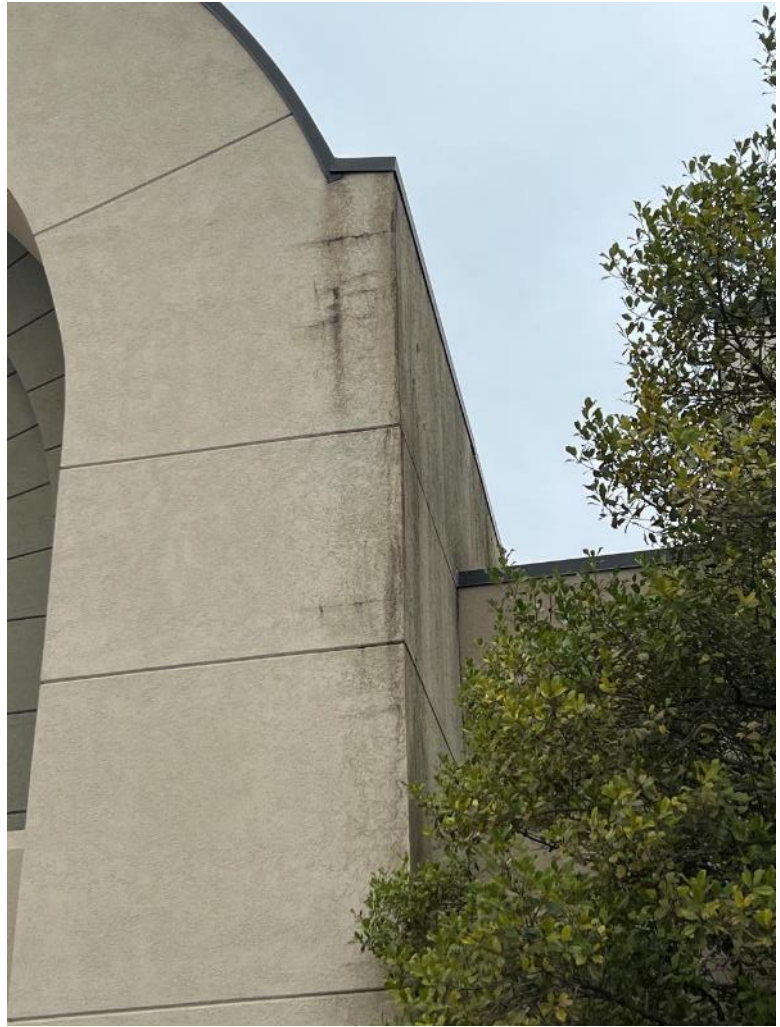












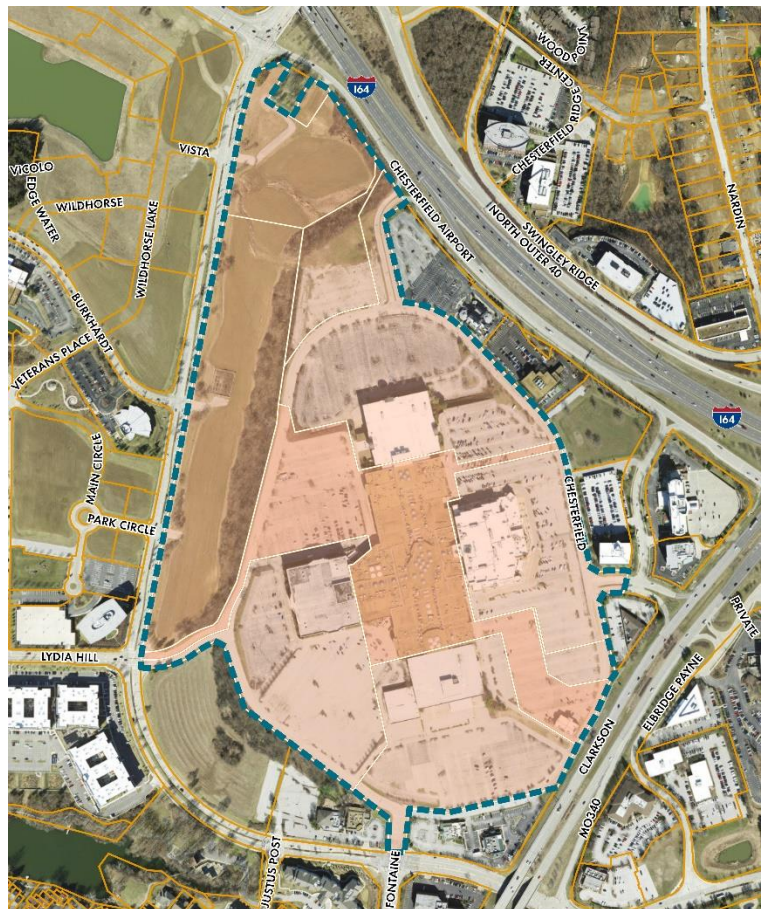


## EXHIBIT B

### LEGAL DESCRIPTION, PARCEL LIST, AND MAP OF REDEVELOPMENT AREA

BEGINNING at the point at which the southernmost boundary of parcel 18S120071 meets the northern right-of-way line of West Chesterfield Parkway, extending then north to a point at the northwest corner of the boundary line of parcel 19S440172 and then extending northeast along the southeastern boundary line of parcel 18S120071 to this parcel's eastern point and then continuing northeast along the eastern boundary line of parcel 18S120147 to this parcel's northeastern point and then continuing northwest along the eastern boundary line of parcel 18S120169 to this parcel's northeastern point at which it meets the southeastern point of parcel 18S120158 and then continuing north along the eastern boundary line of this parcel and continuing along the northeasternmost boundary line of parcel 18S120147 and continuing north-northwest along the boundary of parcel 18S120288, continuing then northwest along the boundary line of parcel 18S130070, continuing then northwest along the boundary line of parcel 18S410163, continuing then northwest along the northern boundary line of parcel 18S410239 to its westernmost point and then continuing south along the western boundary line of the aforesaid parcel to a point at where it meets the boundary line of parcel 18S410163 and continues then west along the boundary line of this aforesaid parcel and continues south along the boundary line of parcel 18S130157, continuing then south along the boundary line of parcel 18S120147, continuing then south along the boundary line of parcel 18S110137 and following the boundary line of this aforesaid parcel, then continuing east along the boundary line of parcel 18S120071 to the POINT OF BEGINNING.

The aforescribed area contains St. Louis County parcels 18S120071, 18S110137, 18S120147, 18S130146, 18S120158, 18S140288, 18S130070, 18S130157, 18S410163, 18S120169, 18S410239.



**PLATE 1 - CHAPTER 353 DEVELOPMENT AREA**  
CHESTERFIELD, MO



**EXHIBIT C**

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

To: City of Chesterfield, Missouri

Re: Certificate of Substantial Completion

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of [\_\_\_\_\_], 2023 (the "Agreement"), by and between the City of Chesterfield, Missouri ("City") and TSG Downtown Chesterfield Redevelopment, LLC (the "Developer"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. As of \_\_\_\_\_, 20\_\_\_\_, the Redevelopment Project (as defined in the Agreement) has been substantially completed in accordance with the Agreement.
2. All work associated with the Redevelopment Project has been performed in a workmanlike manner and in accordance with the construction plans.
3. Lien waivers for applicable portions of the work associated with the Redevelopment Project have been obtained.
4. This Certificate of Substantial Completion is accompanied by the project architect'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 the Redevelopment Project has been substantially completed in accordance with the Agreement.
5. This Certificate of Substantial Completion is being issued by the Developer to City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to the Redevelopment Project.
6. City's acceptance (below) or City's failure to object in writing to this Certificate within 30 calendar-days of the date of delivery of this Certificate to City (which written objection, if any, must be delivered to the Developer prior to the end of such 30 calendar-day period), and the recordation of this Certificate with the County Recorder, shall evidence the satisfaction of the Developer's agreements and covenants to perform the Redevelopment Project.

This Certificate may be recorded by the Developer in the office of the County Recorder. 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.

All certifications or statements made or set forth in this Certificate of Substantial Completion are made solely for the benefit of City and shall not be relied upon or used for any purpose by any third party in any proceeding, claim or contest of any kind, nature or character.

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

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

TSG Downtown Chesterfield Redevelopment, LLC

By: \_\_\_\_\_  
[Name], [Title]

ACCEPTED:

CITY OF CHESTERFIELD, MISSOURI

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

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

[Insert Notary Form(s)]

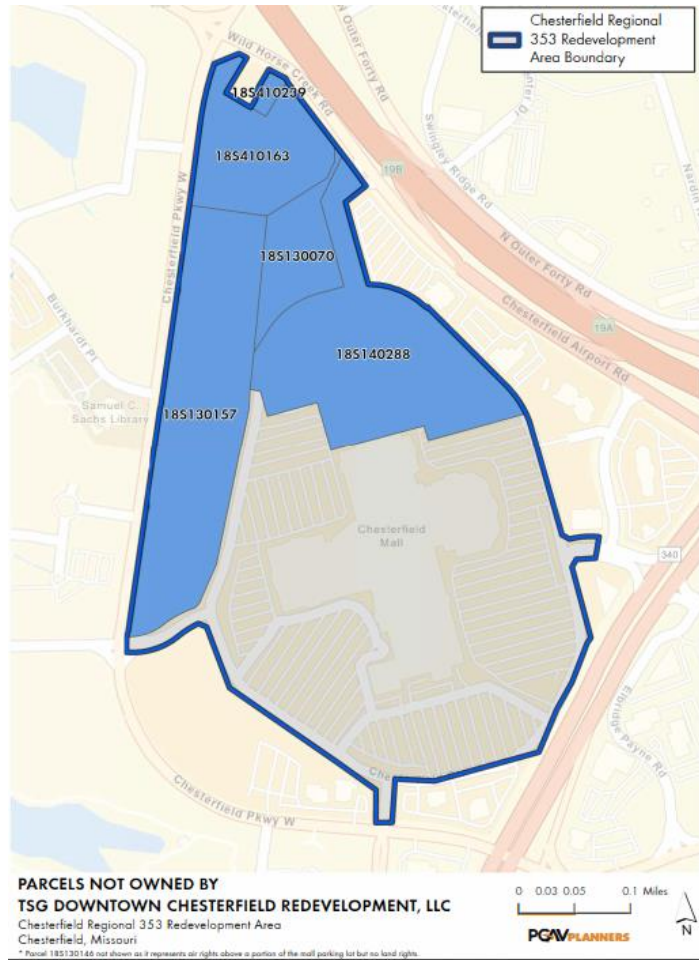
[Insert Legal Description]

## EXHIBIT D

### **LEGAL DESCRIPTION, PARCEL LIST, AND MAP OF THIRD PARTY-OWNED AREA**

BEGINNING at the point at which the southernmost boundary of parcel 18S130157 meets the eastern right-of-way line of West Chesterfield Parkway, extending then north along the western boundary of the aforesaid parcel; then continuing north along the western boundary line of parcel 18S410163 and following the boundary line of this parcel to the western boundary line of parcel 18S410239, then continuing north along the western boundary line of the aforesaid parcel, then continuing east along the northern boundary line of the aforesaid parcel; then continuing east along the northern boundary line of parcel 18S410163; then continuing east along the northern boundary line of parcel 18S130070; then continuing east along the northern boundary line of parcel 18S140288, then continuing along the boundary line of parcel 18S130157 to the point of BEGINNING.

The aforescribed area contains St. Louis County parcels 18S130157, 18S410163, 18S410239, 18S130070, 18S140288, and 18S130146, which parcel reflects air rights above a portion of parcel 18S120147.

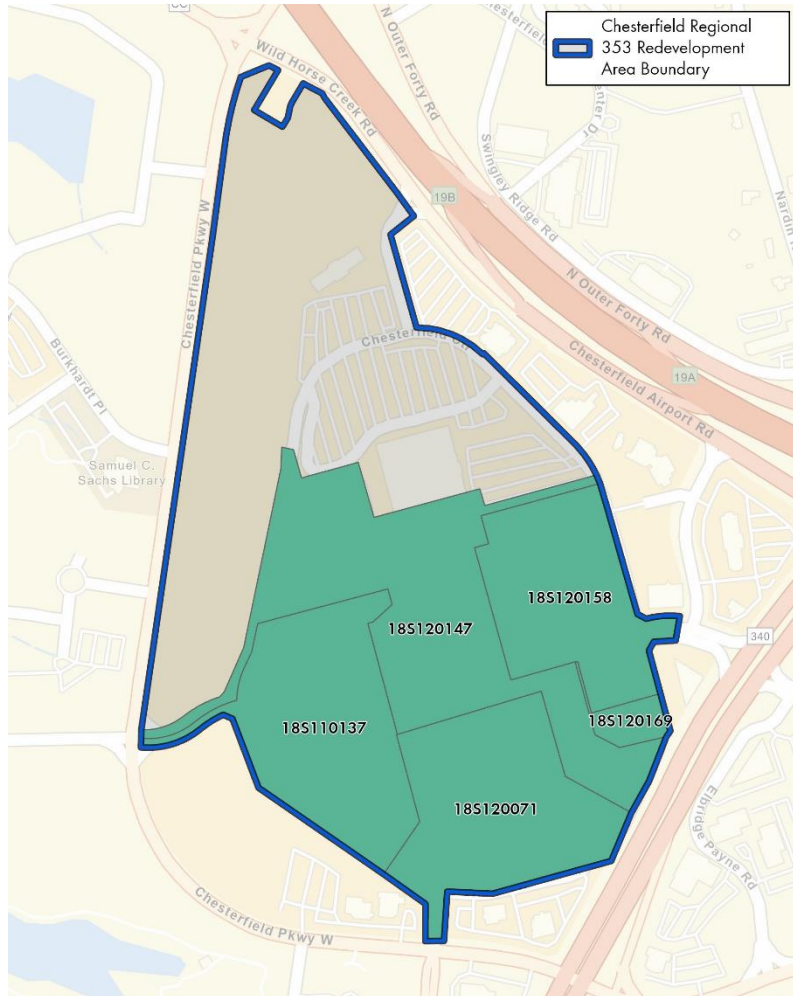


**EXHIBIT E**

**LEGAL DESCRIPTION, PARCEL LIST, AND MAP OF DEVELOPER-OWNED AREA**

BEGINNING at the point at which the southernmost boundary of parcel 18S120071 meets the northern right-of-way line of West Chesterfield Parkway, extending then north to a point at the northwest corner of the boundary line of parcel 19S440172 and then extending northeast along the southeastern boundary line of parcel 18S120071 to this parcel’s eastern point and then continuing northeast along the eastern boundary line of parcel 18S120147 to this parcel’s northeastern point and then continuing east along the northern boundary line of the aforesaid parcel, continuing then east and south along the southern boundary line of parcel 18S110137, then continuing east along the boundary line of parcel 18S120071 to the POINT OF BEGINNING.

The aforescribed area contains St. Louis County parcels 18S120071, 18S110137, 18S120147, 18S120169, and 18S120158.



**PARCELS OWNED BY**  
**TSG DOWNTOWN CHESTERFIELD REDEVELOPMENT, LLC**  
Chesterfield Regional 353 Redevelopment Area  
Chesterfield, Missouri



**BILL NO.** 3459

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

**AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI, REAFFIRMING AND MAINTAINING THE GROSS RECEIPTS TAX TO BE IMPOSED UPON WATER COMPANIES CONDUCTING BUSINESS WITHIN THE CITY AND UPDATING SECTION 615.020 OF THE MUNICIPAL CODE.**

**WHEREAS**, the Missouri Public Service Commission (“PSC”) has granted a tariff increase to Missouri-American Water Company (“Missouri-American”) in excess of 7 percent; and,

**WHEREAS**, tariff increases in excess of 7 percent trigger certain requirements under RSMo. Section 393.275 to either roll back the rate of gross receipt taxes imposed by cities on Missouri-American or to pass an ordinance maintaining the existing rates despite the increase in gross receipts to Missouri-American as a result of the tariff increase; and,

**WHEREAS**, Section 393.275 requires the City to roll back the rate of the gross receipts tax within 60 days of the effective date of the tariff increase unless such cities pass an ordinance to maintain the existing rate; and,

**WHEREAS**, the PSC has established the effective date of the tariff increase granted to Missouri-American as of May 11, 2023, and 60 days from that date is July 10, 2023;

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

**Section I:** The gross receipts tax imposed upon water companies, including but not limited to Missouri-American, pursuant to Chapter 615 of the City of Chesterfield Municipal Code shall be maintained at its existing rate of five percent (5%), despite the tariff increase awarded by PSC to Missouri-American effective May 11, 2023.

**Section II:** Section 615.020 of the City of Chesterfield Municipal Code shall be amended as set forth below, with language to be added underlined and language to be deleted ~~stricken~~:

Section 615.020 **Amount.**

- A.** Every public utility shall pay to the City an annual license or occupational tax in an amount equal to five percent (5%) of the gross receipts derived from such business.



**B.** The gross receipts tax imposed upon public utilities, including, but not limited to, Ameren Missouri, pursuant to this Chapter of the City of Chesterfield Code shall be maintained, without reduction, at the existing rate of five percent (5%), despite the tariff increase of seven and eleven hundredths percent (7.11%) awarded by the PSC to Ameren Missouri effective on July 31, 2011, or any other fluctuations in the tariffs of public utilities.

**C.** The gross receipts tax imposed upon public utilities, including, but not limited to, Missouri-American Water Company, pursuant to this Chapter of the City of Chesterfield Code shall be maintained, without reduction, at the existing rate of five percent (5%), despite the tariff increase in excess of seven percent (7%) awarded by the PSC to Missouri-American Water Company, effective on May 11, 2023.

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

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

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

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

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

ATTEST:

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

FIRST READING HELD:

## **EXECUTIVE SESSION**

**An Executive Session (closed meeting) has been scheduled to take place immediately following the City Council Agenda Review Meeting, on July 17, 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, the City Attorney, Special Counsel 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.

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