



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Monday, August 07, 2023
6:15 PM**

I. Appointments – Mayor Bob Nation

A. Re-appointment

1. Architectural Review Board – Doug DeLong

B. Appointment

1. Architectural Review Board – John Lavrich

II. Council Committee Reports

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

- 1. 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. (Second Reading) Planning & Public Works Committee Recommends Approval.**
- 2. 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. (Second Reading) Planning & Public Works Committee Recommends Approval.**
- 3. 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. (Second Reading) Planning & Public Works Committee Recommends Approval.**
- 4. Next Meeting – Thursday, August 10, 2023 (5:30pm)**

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

1. 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. **(Second Reading) Finance & Administration Committee Unanimously Recommends Approval.**

2. Next Meeting – Not yet scheduled

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

1. Next Meeting – Tuesday, August 08, 2023 (5:30pm)

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

1. Next Meeting – Not yet scheduled

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

A. Gamble & Schlemeier, LTD – Approval to allow the City Administrator to enter into an agreement between the City of Chesterfield and Gamble & Schlemeier, LTD, to provide governmental relations services, as an independent contractor, in the amount of \$40,000 from September 1, 2023 through August 30, 2024.

IV. Other Legislation

A. 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. **(Second Reading)**

B. 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. **(Second Reading)**

C. Proposed Bill No. 3460 - An Ordinance of the City of Chesterfield, Missouri, approving the installation of twenty-eight (28) fire hydrants at The Legends at Schoettler Point, Schaffer's Grove, Wild Horse Bluffs, Gateway Studios, and Spirit Valley Business Park Phase II within the City of Chesterfield. **(First and Second Reading)**

D. Proposed Bill No. 3461 - An Ordinance of the City of Chesterfield, Missouri, providing for the approval of a Boundary Adjustment Plat for a 7.54-acre tract of land located South of Fick Farm Road (18W310322, 18W310311). **(First and Second Reading)**

E. Proposed Bill No. 3462 - An Ordinance of the City of Chesterfield, Missouri, re-adopting the procedure established in ordinance No. 605 of the City of Chesterfield as the procedure for disclosure of conflicts for certain municipal officials. **(First Reading)**

V. Unfinished Business

VI. New Business

VII. Adjournment

NOTE: *City Council will consider and act upon the matters listed above and such other matters as may be presented at the meeting and determined to be appropriate for discussion at that time.*

Notice is hereby given that the City Council may also hold a closed meeting for the purpose of dealing with matters relating to one or more of the following: legal actions, causes of action, litigation or privileged communications between the City's representatives and its attorneys (RSMo 610.021(1) 1994; lease, purchase or sale of real estate (RSMo 610.021(2) 1994; hiring, firing, disciplining or promoting employees with employee groups (RSMo 610.021(3)1994; Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups (RSMo 610.021(9) 1994; and/or bidding specification (RSMo 610.021(11) 1994.

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



AGENDA
CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Monday, August 07, 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** – July 17, 2023
 - B. Executive Session Meeting Minutes** – July 17, 2023

- VI. INTRODUCTORY REMARKS** – Mayor Bob Nation
 - A. Tuesday, August 08, 2023 – Parks, Recreation & Arts (5:30pm)**
 - B. Thursday, August 10, 2023 – Planning & Public Works (5:30pm)**
 - C. Monday, August 14, 2023 – Planning Commission (7:00pm)**
 - D. Monday, August 21, 2023 – City Council (7:00pm)**

- VII. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation
 - A. Proclamation** – John Walters

VIII. APPOINTMENTS – Mayor Bob Nation

A. Re-appointment

1. Architectural Review Board – Doug DeLong

B. Appointment

1. Architectural Review Board – John Lavrich

IX. COUNCIL COMMITTEE REPORTS

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

- 1. 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. **(Second Reading) Planning & Public Works Committee Recommends Approval.**
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- 4. Next Meeting – Thursday, August 10, 2023 (5:30pm)**

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

- 1. 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.

**(Second Reading) Finance & Administration Committee
Unanimously Recommends Approval.**

2. Next Meeting – Not yet scheduled

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

1. Next Meeting – Tuesday, August 08, 2023 (5:30pm)

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

1. Next Meeting – Not yet scheduled

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

A. Gamble & Schlemeier, LTD – Approval to allow the City Administrator to enter into an agreement between the City of Chesterfield and Gamble & Schlemeier, LTD, to provide governmental relations services, as an independent contractor, in the amount of \$40,000 from September 1, 2023 through August 30, 2024.

XI. OTHER LEGISLATION

A. 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. **(Second Reading)**

B. 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. **(Second Reading)**

C. Proposed Bill No. 3460 - An Ordinance of the City of Chesterfield, Missouri, approving the installation of twenty-eight (28) fire hydrants at The Legends at Schoettler Point, Schaffer's Grove, Wild Horse Bluffs, Gateway Studios, and Spirit Valley Business Park Phase II within the City of Chesterfield. **(First and Second Reading)**

D. Proposed Bill No. 3461 - An Ordinance of the City of Chesterfield, Missouri, providing for the approval of a Boundary Adjustment Plat for a 7.54-acre tract of land located South of Fick Farm Road (18W310322, 18W310311). **(First and Second Reading)**

E. Proposed Bill No. 3462 - An Ordinance of the City of Chesterfield, Missouri, re-adopting the procedure established in ordinance No. 605 of the City of Chesterfield as the procedure for disclosure of conflicts for certain municipal officials. **(First Reading)**

XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

XIV. ADJOURNMENT

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AGENDA REVIEW – MONDAY, AUGUST 07, 2023 – 6:15 PM

An AGENDA REVIEW meeting has been scheduled to start at **6:15 PM, on Monday, August 07, 2023.**

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

UPCOMING MEETINGS/EVENTS

- A. Tuesday, August 08, 2023 – Parks, Recreation & Arts (5:30pm)**
- B. Thursday, August 10, 2023 – Planning & Public Works (5:30pm)**
- C. Monday, August 14, 2023 – Planning Commission (7:00pm)**
- D. Monday, August 21, 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.

PROCLAMATION: Mayor Nation will recognize the service and contributions of John Walters.

APPOINTMENTS

Appointments:

Architectural Review Board (2-year term)

- John Lavrich

Reappointments:

Architectural Review Board (2-year term)

- Scott Starling

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

DATE	CHECK #	VENDOR	DESCRIPTION	CHECK AMT	FUND
7/6/2023	1312	INTERSTATE BILLING SERVICE	BRUSH CUTTER	\$ 13,850.70	137
7/20/2023	1317	DAIKIN TAYCON LLC	BUILDING MANAGEMENT SYSTEM EXPANSION	22,475.00	137
7/13/2023	50690	KIRKWOOD FENCE, INC.	FOUL POLES AND INSTALLATION	5,670.00	119
7/13/2023	50694	MISSOURI AMERICAN WATER COMPANY	16365 LYDIA HILL DR, ACCT #1017-210013295038	21,622.23	119
7/20/2023	50716	AMEREN MISSOURI	16365 LYDIA HILL RD, ACCT# 8780009313	8,815.27	119
7/20/2023	50724	AMEREN MISSOURI	17891 NORTH OUTER FORTY, ACCT# 1723050023	5,271.91	119
7/20/2023	50725	AMEREN MISSOURI	17925 NORTH OUTER FORTY, CONCESSION D/E, ACCT 5798504112	6,597.41	119
7/20/2023	50726	AMEREN MISSOURI	17925 NORTH OUTER FORTY, CONCESSION B, ACCT# 0153089010	6,483.20	119
7/20/2023	50732	BLACK TOP, INC	CLINT BLACK CONCERT DEPOSIT	32,500.00	119
7/27/2023	50770	BOMBSHELL CONSTRUCTION SERVICES	LOGAN PARK	166,268.05	119
7/27/2023	50785	KEYSTONE STAFFING RESOURCES	STAFFING AT LITTLE FEAT JULY 15	5,691.87	119
7/27/2023	50788	METROPOLITAN ST. LOUIS SEWER DISTRICT	16365 LYDIA HILL DR, ACCT #0472321-9	7,389.22	119
7/6/2023	69805	AMCON MUNICIPAL CONCRETE, LLC	2023 SIDEWALK REPLACEMENT PROJECT B	90,134.10	120
7/6/2023	69837	TOPE INC	17975 BONHOMME RIDGE - SEWER REPAIR	5,935.90	110
7/6/2023	69839	TOPE INC	93 HEATHER VIEW - SEWER REPAIR	7,967.06	110
7/6/2023	69845	WILDHORSE VILLAGE LP	SUBDIVISION CONSTR DEPOSIT PARTIAL RELEASE-WILDHORSE VILLAGE	75,178.13	808
7/13/2023	69848	ALBERT ARNO INC.	RE-PIPE CITY HALL FOUNTAIN CHEMICAL FEED LINE	13,500.00	001
7/13/2023	69856	BENJAMIN F. KLOOS	APRIL/MAY/JUNE 2023 ALTERNATE COURT/CONFLICT CASES	5,400.00	001
7/13/2023	69857	BOBCAT COMPANY	2022 SKID STEER AND PLANER ATTACHMENT	35,550.36	001
7/13/2023	69860	CAPLACO MANAGEMENT COMPANY	LANDSCAPE AND TREE PRESERVATION SURETIES RELEASED, TESLA	21,427.51	808
7/13/2023	69870	GAMMA'S SHIELD SHADE TREE INC	2023 STREET TREE AND STUMP REMOVAL	13,972.28	001
7/13/2023	69871	GEOTECHNOLOGY INC.	2023 CONSTRUCTION AND INSPECTION TESTING SERVICES	14,622.46	120
7/13/2023	69872	GERSTNER ELECTRIC, INC.	TROUBLE SHOOT AND REPAIR PARKWAY LIGHTS #1; KNOCKDOWN AT CHESTERFIELD PARKWAY AND WILDHORSE CREEK; NEW COBRA HEAD #4 OUTER 40; LOCATES	16,153.44	001
7/13/2023	69884	MURPHY COMPANY	WATER HYDRANT REPLACEMENT AT PMF; REPLACED COMPRESSOR ON CHILLER AT PMF	8,595.64	001
7/13/2023	69887	RSC INSURANCE BROKERAGE, INC	23-24 PO/EPL POLICY RENEWAL PREMIUM; 23-24 CYBER POLICY RENEWAL PREMIUM; 23-24 PROPERTY RENEWAL PREMIUM	445,908.00	001
7/13/2023	69892	THE HARTFORD-PRIORITY ACCOUNTS	JULY 2023 GRP LIFE, LT/SHRT, VOL LIFE, ACC/CRIT ILLNESS INS	13,447.39	001
7/13/2023	69894	TOPE INC	14956 MANOR RIDGE - SEWER REPAIR	5,214.90	110
7/20/2023	69913	EAST-WEST GATEWAY	PATHWAY ON THE PARKWAY SIDEWALK PROJECT TAP GRANT APP FEE	9,160.00	120
7/20/2023	69930	LOU FUSZ FORD, INC.	PURCHASE OF VEHICLE - 2023 K8A POLICE EXPLORER - GREY	47,858.00	121
7/20/2023	69937	NEXT-LEVEL CONSTRUCTION, LLC	2023 CONCRETE SLAB REPLACEMENT PROJECT B	237,006.72	120
7/20/2023	69944	ST. LOUIS COUNTY MISSOURI - POLICE DEPT	POLICE COMMUNICATIONS	18,047.50	121
7/25/2023	69962	DELTA DENTAL OF MISSOURI	JULY 2023 DENTAL INSURANCE PREMIUMS HIGH AND LOW	11,080.45	001
7/27/2023	69963	AMEREN MISSOURI	690 CHESTERFIELD PKWY W-0627147004	21,311.81	001
7/27/2023	69968	DELTA DENTAL OF MISSOURI	AUGUST 2023 DENTAL INSURANCE PREMIUMS HIGH AND LOW	17,252.93	001
7/27/2023	69970	ENERGY PETROLEUM CO.	7,307 GALLONS OF MID RFG GAS 89 OCT	22,562.18	001
7/27/2023	69971	GEOTECHNOLOGY INC.	2023 CONSTRUCTION AND INSPECTION TESTING SERVICES	12,579.20	120
7/27/2023	69987	MURPHY COMPANY	REPLACED WATER METER FOR CITY HALL FOUNTAIN; SERVICE CALL FOR AC UNIT DOWN; REPAIRS TO FOUNTAIN PIPING AT CITY HALL; REPLACED 1B CIRCUIT COMPRESSOR AT PMF	8,134.12	001
7/27/2023	69989	PNC BANK	JUNE-JULY PNC MONTHLY STATEMENTS	13,317.21	001
7/27/2023	69996	SPIRE ENERGY	690 CHESTERFIELD PKWY W-3433311000	5,385.31	001
7/27/2023	69997	SPIRE ENERGY	690 CHESTERFIELD PKWY W-3433311000	5,409.84	001
7/27/2023	69999	ST. LOUIS AREA HEALTH INSURANCE TRUST-IV	AUGUST 2023 HEALTH INSURANCE PREMIUMS	210,022.93	001
7/27/2023	70003	TOPE INC	4 BRANIFF - SEWER REPAIR	9,510.00	110
7/27/2023	70010	WHITE, JR., JIMMY	REIMBURSEMENT FOR DEFFERRED SEIZED ASSETS - WHITE JR.	5,342.00	121
				<u>\$ 1,729,622.23</u>	

Respectfully submitted by,
Jeannette Kelly, Director of Finance

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



RECORD OF PROCEEDING

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

JULY 17, 2023

The meeting was called to order at 7:05 p.m.

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

A roll call was taken with the following results:

PRESENT

ABSENT

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

APPROVAL OF MINUTES

The minutes of the June 20, 2023 City Council meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Monachella, to approve the June 20, 2023 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the June 20, 2023 Executive Session were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Budoor, to approve the June 20, 2023 Executive Session minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

INTRODUCTORY REMARKS

Mayor Nation announced that an Aquatic Facility Town Hall meeting is scheduled for Tuesday, July 18, at 6 p.m., and encouraged the public to participate and share their thoughts as to the future of the City’s aging aquatic facility in Central Park.

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

PUBLIC HEARING – Chesterfield Regional 353 Development Plan & Project

Mayor Nation opened the public hearing and described the process.

Director of Planning Justin Wyse presented information pertaining to establishing a development plan and project, in accordance with the City’s Comprehensive Plan, under Chapter 353 of the Revised Statutes of the State of Missouri. Chapter 353 identifies the tools available to cities to assist in reducing or eliminating factors and conditions that lead to blight. The purpose of the plan is to facilitate a comprehensive and unified redevelopment of the area, including the necessary infrastructure improvements that will ultimately result in a mixed-use downtown development.

- Mr. John Nations, 8 Baxter Lane, representing the petitioner, spoke in support of the proposed Chesterfield Regional 353 Development Plan & Project.
- Mr. Anthony Tharenos, 16199 Wilson Manor Drive, suggested including corporate entities as part of the downtown area.
- Mr. John Gazzoli, Rosenblum Goldenhersch Attorneys, representing Dillard’s, submitted written comments prior to the public hearing, in opposition to the proposed Chesterfield Regional 353 Development Plan & Project.

Mayor Nation declared the public hearing closed.

COMMUNICATIONS AND PETITIONS

The following individuals spoke in support of the proposed redevelopment of downtown Chesterfield:

- Mr. Jason Zhang, 6515 Wydown Boulevard
- Mr. Tate Skinner, 116 Saylesville Drive
- Mr. Rob Rodermund, 17134 Surrey View Drive

The following individuals spoke in opposition to the application as submitted for the proposed redevelopment of downtown Chesterfield, stating concerns over density, mix of uses, traffic, connectivity and minimum standards for architectural detail:

- Ms. Kelli Unnerstall, 14649 Summer Blossom Lane, representing Citizens for Developing Downtown Chesterfield
- Mr. Ray Bosenbecker, 1920 Lanchester Court, representing Citizens for Developing Downtown Chesterfield
- Mr. Archibald McKinlay, 15669 Century Lake Drive, representing Citizens for Developing Downtown Chesterfield
- Mr. Bill Reddy, 15552 Chequer Drive

Mr. John Gazzoli, representing Dillard's, stated that Dillard's wants to participate in the redevelopment of downtown Chesterfield.

Mr. Rob Kilo, 16734 Benton Taylor Drive, spoke generally in support of redevelopment of downtown Chesterfield, but expressed concerns over residential density and traffic.

Ms. Patricia Tocco, 14720 Whitebrook Drive, read excerpts from the City's Unified Development Code pertaining to rezoning and expressed concern over density, building height and open space for the proposed redevelopment of downtown Chesterfield.

Ms. Catherine Marek, 14300 Conway Meadows Court East, Unit 302, stated that she is in agreement with representatives of Citizens for Developing Downtown Chesterfield, and specifically expressed concern that the City of Chesterfield was not providing affordable housing options in Chesterfield.

Mr. John Nations, 8 Baxter Lane, stated that he was available to answer questions pertaining to the downtown Chesterfield redevelopment proposal.

Ms. Kate Stock Gitto, 257 Chesterfield Business Parkway, stated that she was available to answer questions pertaining to Bill No. 3451 (P.Z. 05-2023 Wings Corporate Estates, Lot 5 [Wings & Wheels of Chesterfield LLC]).

APPOINTMENTS

Mayor Nation nominated Mr. Scott Starling for re-appointment to the Architectural Review Board. Councilmember Mastorakos made a motion, seconded by Councilmember Hansen, to re-appoint Mr. Scott Starling to the Architectural Review Board for a term of two years. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning & Public Works Committee

Bill No. 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) **(Second Reading) Planning Commission Recommends Approval. Planning & Public Works Committee Recommends Approval**

Councilmember Merrell Hansen, Chairperson of the Planning & Public Works Committee, made a motion, seconded by Councilmember Wahl, for the second 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 second time. A roll call vote was taken for the passage and approval of Bill No. 3450 with the following results: Ayes – Budoor, Wahl, Moore, Monachella, Hurt, Mastorakos, McGuinness and Hansen. Nays – None. Whereupon Mayor Nation declared Bill No. 3450 approved, passed it and it became **ORDINANCE NO. 3242**.

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) **(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. 3451, including the green sheet amendment, as recommended by the Planning & Public Works Committee. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3451 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3451 with the following results: Ayes – Hansen, Wahl, Budoor, Monachella, Moore, Mastorakos, Hurt and McGuinness. Nays – None. Whereupon Mayor Nation declared Bill No. 3451 approved, passed it and it became **ORDINANCE NO. 3243**.

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

Councilmember Hansen made a motion, seconded by Councilmember Monachella, for the second 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 second time. A roll call vote was taken for the passage and approval of Bill No. 3452

with the following results: Ayes – Mastorakos, Hansen, McGuinness, Budoor, Wahl, Moore, Monachella and Hurt. Nays – None. Whereupon Mayor Nation declared Bill No. 3452 approved, passed it and it became **ORDINANCE NO. 3244**.

Bill No. 3453 Pertains 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**

Councilmember Hansen made a motion, seconded by Councilmember Budoor, for the first reading of Bill No. 3453. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3453 was read for the first time.

Bill No. 3454 Pertains 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**

Councilmember Hansen made a motion, seconded by Councilmember Budoor, for the first reading of Bill No. 3454. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3454 was read for the first time.

Bill No. 3455 Authorizes 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**

Councilmember Hansen made a motion, seconded by Councilmember Moore, for the first reading of Bill No. 3455. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3455 was read for the first time.

Councilmember Hansen announced that the next meeting of this Committee is scheduled for Thursday, July 20, at 5:30 p.m.

Finance & Administration Committee

Councilmember Michael Moore, Chairperson of the Finance & Administration Committee, made a motion, seconded by Councilmember McGuinness, to deposit the proceeds from the Charter Class Action Award to the debt pre-payment fund, as recommended by the Finance & Administration Committee. A roll call vote was taken with the following results: Ayes – Monachella, Hurt, Budoor, Hansen, Mastorakos, Wahl, McGuinness and Moore. Nays – None. Mayor Nation declared the motion passed.

Councilmember Moore made a motion, seconded by Councilmember Hansen, to approve the 2024 City Council meeting schedule, as recommended by the Finance & Administration Committee. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Bill No. 3456 Amends 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

Councilmember Moore made a motion, seconded by Councilmember Monachella, for the first reading of Bill No. 3456. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3456 was read for the first time.

Councilmember Moore made a motion, seconded by Councilmember Budoor, to approve the changes to employee policies and practices, as recommended by the Finance & Administration Committee. A roll call vote was taken with the following results: Ayes – Hurt, Hansen, McGuinness, Wahl, Moore, Mastorakos, Budoor and Monachella. Nays – None. Mayor Nation declared the motion passed.

Councilmember Moore made a motion, seconded by Councilmember Budoor, to authorize the City Administrator to enter into an agreement with ETC Institute in an amount not to exceed \$66,000 to provide surveys as described in the City’s approved strategic plan, funded by American Rescue Plan Act (ARPA) proceeds, as recommended by the Finance & Administration Committee. A roll call vote was taken with the following results: Ayes – Budoor, Hansen, Mastorakos, Monachella, Moore, Hurt, McGuinness and Wahl. Nays – None. Mayor Nation declared the motion passed.

Parks, Recreation & Arts Committee

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

Public Health & Safety Committee

Councilmember Mary Ann Mastorakos, Chairperson of the Public Health & Safety Committee, 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 Barrell House, located at 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. 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 Monachella made a motion, seconded by Councilmember Mastorakos, to approve issuance of a new liquor license to Barrell House. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

OTHER LEGISLATION

Councilmember Moore made a motion, seconded by Councilmember Hansen, to approve a proposed resolution authorizing the City Administrator to execute the necessary documentation for sale of real property to J2 Management Group, LLC. A roll call vote was taken with the following results: Ayes – Moore, Monachella, Budoor, Hansen, Mastorakos, Wahl, Hurt and McGuinness. Nays – None. Mayor Nation declared the motion passed. The successful resolution became Chesterfield Resolution No. 487.

Bill No. 3457 Finds and declares 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 authorizes further actions in connection therewith **(First Reading)**

Councilmember Moore made a motion, seconded by Councilmember Monachella, for the first reading of Bill No. 3457. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3457 was read for the first time.

Bill No. 3458 Authorizes the Mayor of the City to enter into a redevelopment agreement and authorizes further actions in connection therewith **(First Reading)**

Councilmember Moore made a motion, seconded by Councilmember Monachella, for the first reading of Bill No. 3458. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3458 was read for the first time.

Bill No. 3459 Reaffirms and maintains the gross receipts tax to be imposed upon water companies conducting business within the City and updates section 615.020 of the municipal code **(First and Second Readings)**

Councilmember Moore made a motion, seconded by Councilmember McGuinness, for the first and second readings of Bill No. 3459. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3459 was read for the first and second time. A roll call vote was taken for the passage and approval of Bill No. 3459 with the following results: Ayes – Hurt, Budoor, Moore, Mastorakos, Wahl, Monachella, McGuinness and Hansen. Nays – None. Whereupon Mayor Nation declared Bill No. 3459 approved, passed it and it became **ORDINANCE NO. 3245**.

UNFINISHED BUSINESS

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

NEW BUSINESS

There was no new business.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 8:49 p.m.

Mayor Bob Nation

ATTEST:

Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____



DATE: July 31, 2023
TO: Mike Geisel, City Administrator
FROM: Vickie McGownd, City Clerk *vjm*
SUBJECT: Statutory Committee Appointment/Reappointment

Motion to approve appointment of John Lavrich to the Architectural Review Board was passed by a vote of 4-0 at the July 20, 2023 Planning & Public Works Committee meeting:

Architectural Review Board

John Lavrich
17103 Surrey View Drive
Chesterfield, MO 63005
314-616-2772
jlavrich@charter.net
Ward IV
New term expires 8/7/25

Mayor Nation intends to nominate the following individual for reappointment:

Architectural Review Board

Doug DeLong (**Landscape**)
DeLong Landscape Architecture, LLC
7620 West Bruno Avenue
St. Louis, MO 63117
314-346-4856
delong.la@gmail.com
New term expires 8/17/25

Please add this appointment and reappointment to the August 7, 2023 City Council agenda.

PLANNING AND PUBLIC WORKS COMMITTEE

Chair: Councilmember Merrell Hansen

Vice-Chair: Councilmember Dan Hurt

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. **(Second 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. **(Second 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. **(Second Reading) Planning & Public Works Committee Recommends Approval.**

NEXT MEETING

The next meeting of the Planning and Public Works Committee is scheduled for Thursday, August 10th, 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

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. _____

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

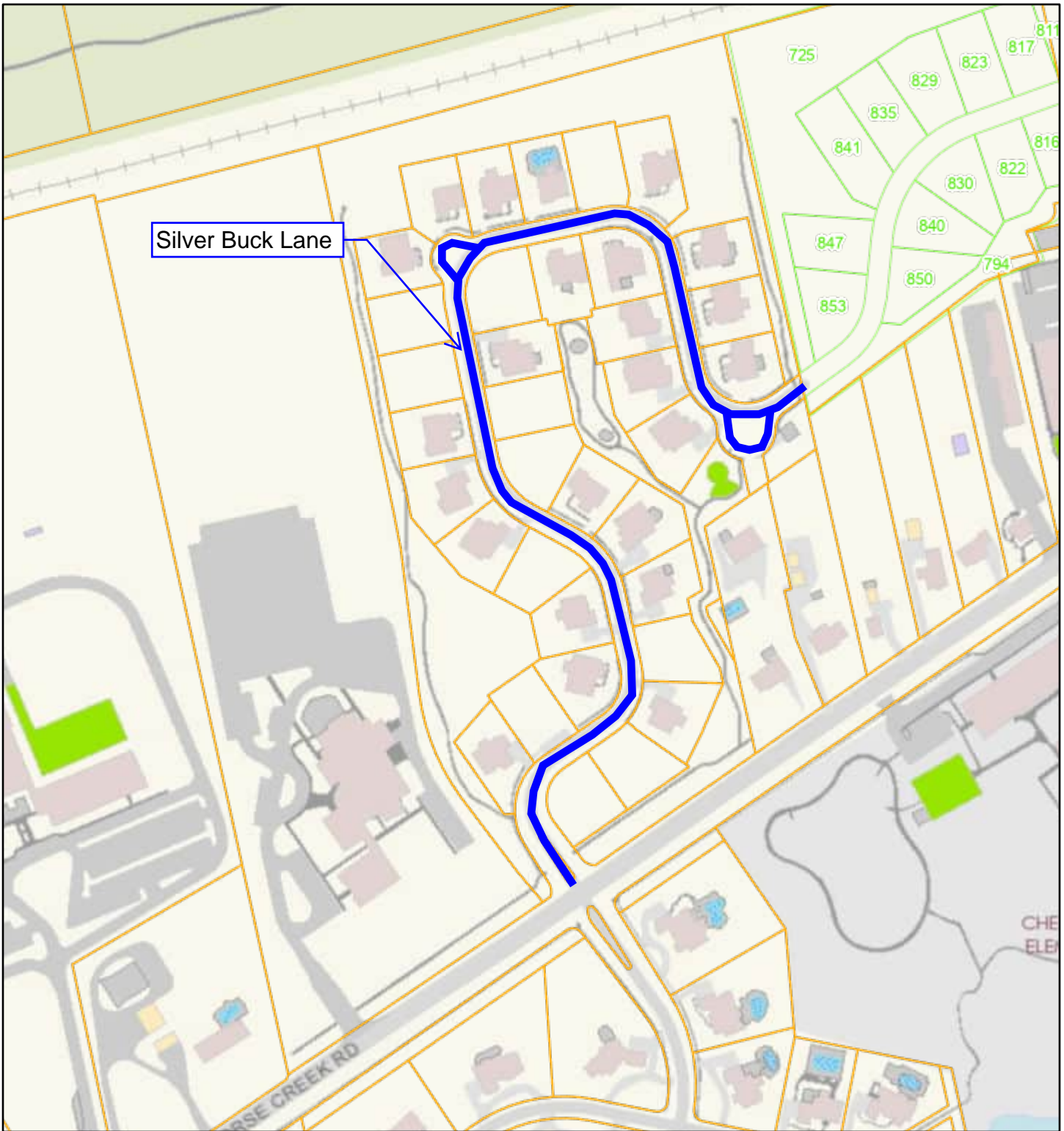
Bob Nation, MAYOR

ATTEST:



Vickie McGownd, CITY CLERK

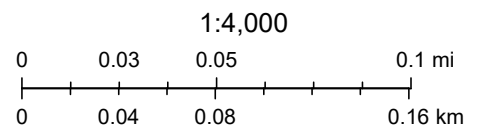
<p>FIRST READING HELD:</p> <p>_____</p>
--

Silver Buck Lane



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

-  Preliminary Parcels
-  Parcels



BUR OAKS SUBDIVISION

A TRACT OF LAND BEING LOT A 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 B 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 21.877 ACRES



PLAT FILED FOR RECORD
FILED FOR RECORD
RECORDED BY
ON THE 15TH DAY OF FEBRUARY 2008
AT THE ST. LOUIS COUNTY CLERK'S OFFICE
Chesterfield, Missouri

PREPARED FOR
17107 CHESTERFIELD AIRPORT ROAD, STE 120
CHESTERFIELD, MISSOURI 63005
PHONE (636) 537-1184

PREPARED BY
CONSULTING ENGINEERS, INC.
207 Chesterfield Business Center
1000 N. Lindbergh Blvd.
Chesterfield, Missouri 63005
TEL: (636) 537-1184
FAX: (636) 537-1185
www.cei-engineers.com

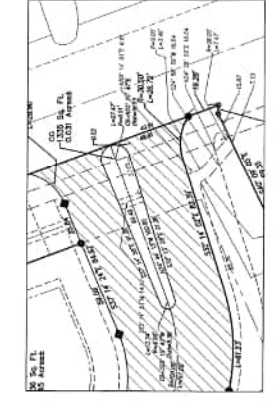
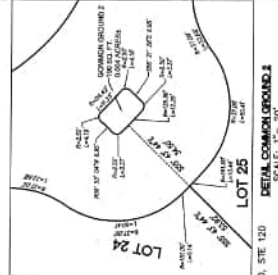
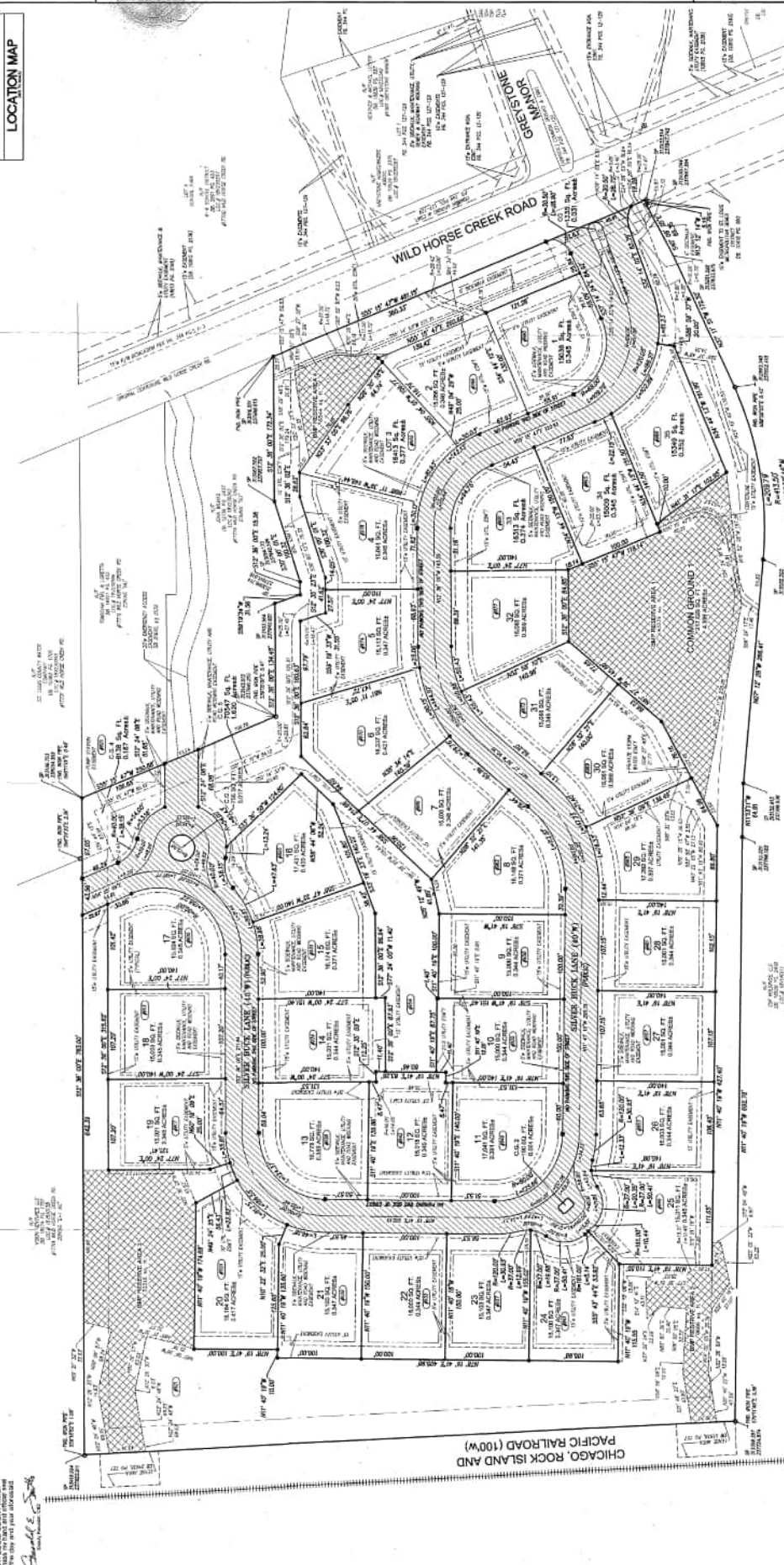
17751 WILD HORSE CREEK ROAD
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

RECORD PLAT OF
BUR OAKS SUBDIVISION

48

LOCATION MAP

RECORD PLAT



LEGEND

- 1" = 10' (1" = 10')
- 2" = 20' (1" = 10')
- 3" = 30' (1" = 10')
- 4" = 40' (1" = 10')
- 5" = 50' (1" = 10')
- 6" = 60' (1" = 10')
- 7" = 70' (1" = 10')
- 8" = 80' (1" = 10')
- 9" = 90' (1" = 10')
- 10" = 100' (1" = 10')
- 11" = 110' (1" = 10')
- 12" = 120' (1" = 10')
- 13" = 130' (1" = 10')
- 14" = 140' (1" = 10')
- 15" = 150' (1" = 10')
- 16" = 160' (1" = 10')
- 17" = 170' (1" = 10')
- 18" = 180' (1" = 10')
- 19" = 190' (1" = 10')
- 20" = 200' (1" = 10')
- 21" = 210' (1" = 10')
- 22" = 220' (1" = 10')
- 23" = 230' (1" = 10')
- 24" = 240' (1" = 10')
- 25" = 250' (1" = 10')
- 26" = 260' (1" = 10')
- 27" = 270' (1" = 10')
- 28" = 280' (1" = 10')
- 29" = 290' (1" = 10')
- 30" = 300' (1" = 10')
- 31" = 310' (1" = 10')
- 32" = 320' (1" = 10')
- 33" = 330' (1" = 10')
- 34" = 340' (1" = 10')
- 35" = 350' (1" = 10')
- 36" = 360' (1" = 10')
- 37" = 370' (1" = 10')
- 38" = 380' (1" = 10')
- 39" = 390' (1" = 10')
- 40" = 400' (1" = 10')
- 41" = 410' (1" = 10')
- 42" = 420' (1" = 10')
- 43" = 430' (1" = 10')
- 44" = 440' (1" = 10')
- 45" = 450' (1" = 10')
- 46" = 460' (1" = 10')
- 47" = 470' (1" = 10')
- 48" = 480' (1" = 10')
- 49" = 490' (1" = 10')
- 50" = 500' (1" = 10')
- 51" = 510' (1" = 10')
- 52" = 520' (1" = 10')
- 53" = 530' (1" = 10')
- 54" = 540' (1" = 10')
- 55" = 550' (1" = 10')
- 56" = 560' (1" = 10')
- 57" = 570' (1" = 10')
- 58" = 580' (1" = 10')
- 59" = 590' (1" = 10')
- 60" = 600' (1" = 10')
- 61" = 610' (1" = 10')
- 62" = 620' (1" = 10')
- 63" = 630' (1" = 10')
- 64" = 640' (1" = 10')
- 65" = 650' (1" = 10')
- 66" = 660' (1" = 10')
- 67" = 670' (1" = 10')
- 68" = 680' (1" = 10')
- 69" = 690' (1" = 10')
- 70" = 700' (1" = 10')
- 71" = 710' (1" = 10')
- 72" = 720' (1" = 10')
- 73" = 730' (1" = 10')
- 74" = 740' (1" = 10')
- 75" = 750' (1" = 10')
- 76" = 760' (1" = 10')
- 77" = 770' (1" = 10')
- 78" = 780' (1" = 10')
- 79" = 790' (1" = 10')
- 80" = 800' (1" = 10')
- 81" = 810' (1" = 10')
- 82" = 820' (1" = 10')
- 83" = 830' (1" = 10')
- 84" = 840' (1" = 10')
- 85" = 850' (1" = 10')
- 86" = 860' (1" = 10')
- 87" = 870' (1" = 10')
- 88" = 880' (1" = 10')
- 89" = 890' (1" = 10')
- 90" = 900' (1" = 10')
- 91" = 910' (1" = 10')
- 92" = 920' (1" = 10')
- 93" = 930' (1" = 10')
- 94" = 940' (1" = 10')
- 95" = 950' (1" = 10')
- 96" = 960' (1" = 10')
- 97" = 970' (1" = 10')
- 98" = 980' (1" = 10')
- 99" = 990' (1" = 10')
- 100" = 1000' (1" = 10')

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
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

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.

 2023-6-8

BILL NO. _____

ORDINANCE NO. _____

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

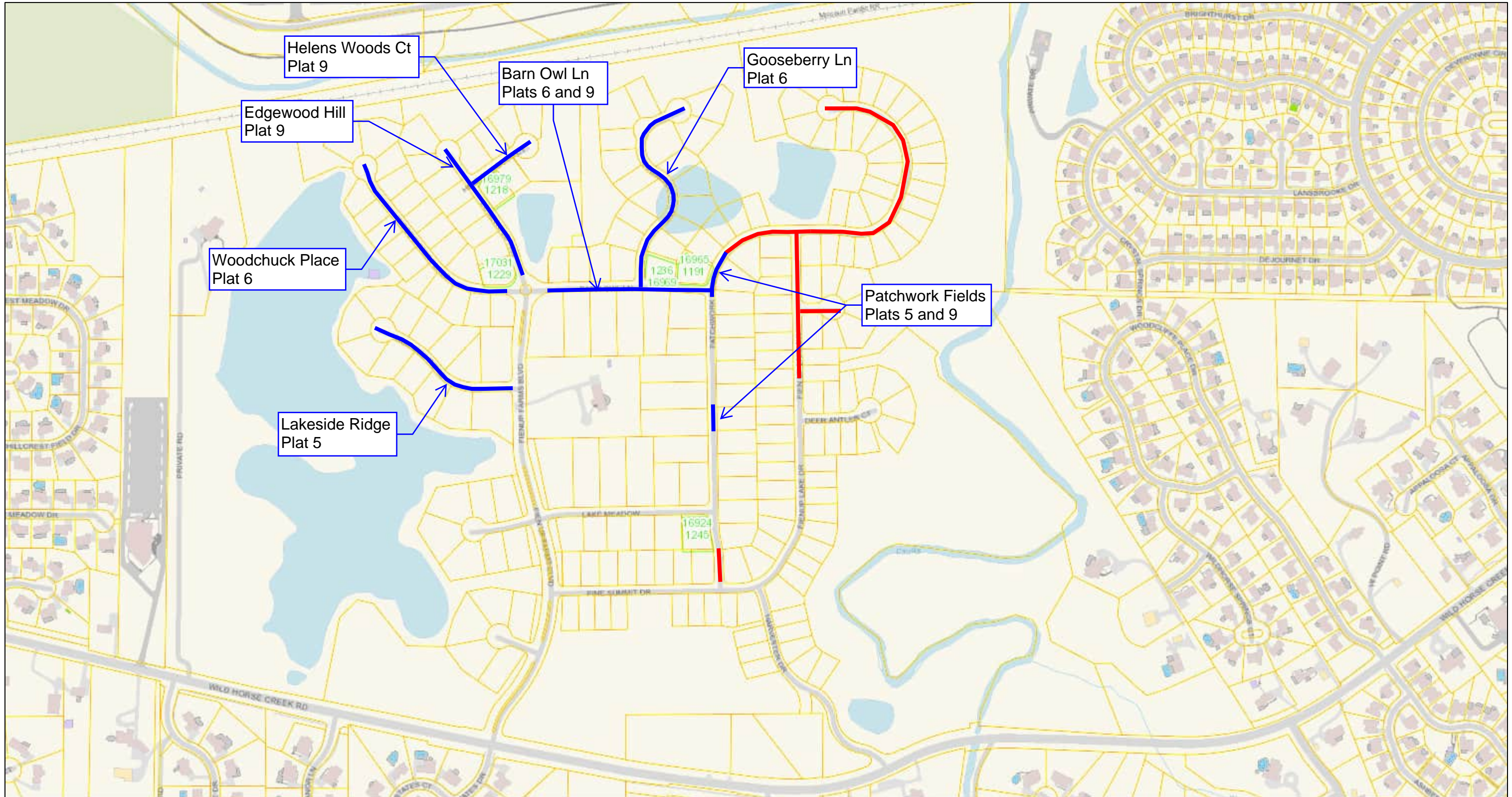
MAYOR

ATTEST:

CITY CLERK

FIRST READING HELD:

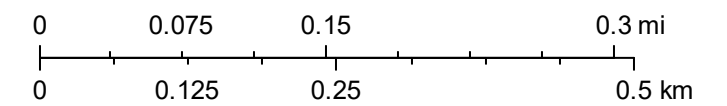
Fienup Farms Public Street Acceptance



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
TOTAL	\$833,300	\$448,700	\$1,282,000	

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.

met Jersl 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. _____

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

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

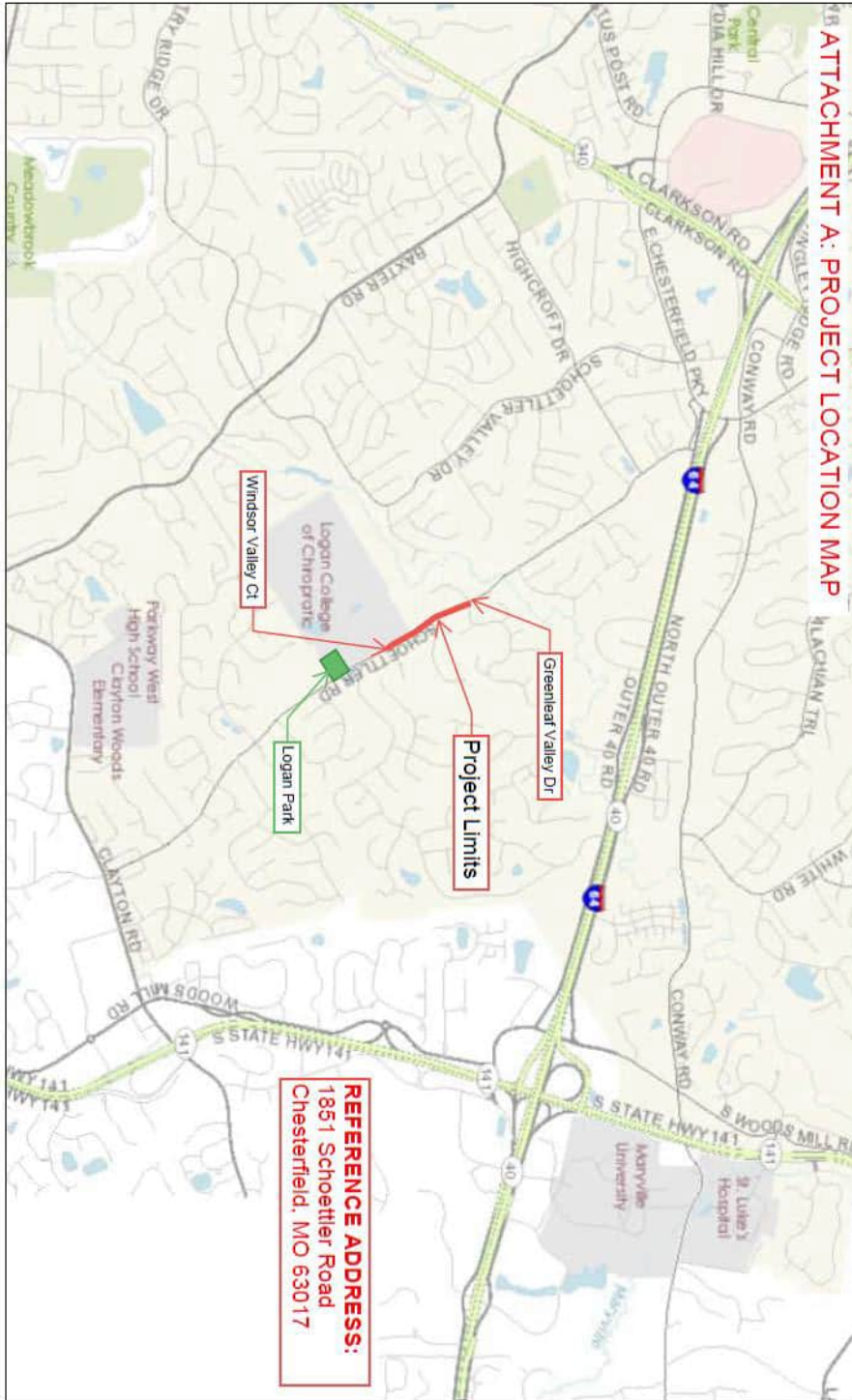
Approved as to Form:

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
Engineering services contract submitted and approved*	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
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	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
District approval of PS&E/advertise for bids*	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 bold 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.

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

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. **(Second Reading) Finance & Administration Committee Unanimously Recommends Approval.**

NEXT MEETING

The next meeting of the Finance and Administration Committee has not yet been scheduled.

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

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: 7/17/2023

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 17th 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;

PARKS, RECREATION AND ARTS COMMITTEE

Chair: Councilmember Mary Monachella

Vice Chair: Councilmember Gary Budoor

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

NEXT MEETING

The next meeting of the Parks, Recreation and Arts Committee is scheduled for Tuesday, August 8th, 2023 at 5:30 pm.

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

PUBLIC HEALTH AND SAFETY COMMITTEE

Chair: Councilmember Mary Ann Mastorakos

Vice Chair: Councilmember Michael Moore

There are no Public Health and Safety Committee action items scheduled for Monday's meeting.

NEXT MEETING

The next meeting of the Public Health and Safety Committee has not yet been scheduled.

If you have any questions or require additional information, please contact Chief Ray Johnson or me prior to Monday's meeting.

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

Gamble & Schlemeier, LTD – Request authorization to renew and execute an agreement with Gamble & Schlemeier, LTD, to continue providing governmental relations services, as an independent contractor, in the amount of \$40,000 from September 1, 2023 through August 30, 2024. This simply extends the existing professional services contract under the current terms and conditions.

OTHER LEGISLATION

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. **(Second 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. **(Second Reading)**

Proposed Bill No. 3460 - An Ordinance of the City of Chesterfield, Missouri, approving the installation of twenty-eight (28) fire hydrants at The Legends at Schoettler Point, Schaffer's Grove, Wild Horse Bluffs, Gateway Studios, and Spirit Valley Business Park Phase II within the City of Chesterfield. **(First and Second Reading)**

Proposed Bill No. 3461 - An Ordinance of the City of Chesterfield, Missouri, providing for the approval of a Boundary Adjustment Plat for a 7.54-acre tract of land located South of Fick Farm Road (18W310322, 18W310311). **(First and Second Reading)**

Proposed Bill No. 3462 - An Ordinance of the City of Chesterfield, Missouri, re-adopting the procedure established in ordinance No. 605 of the City of Chesterfield as the procedure for disclosure of conflicts for certain municipal officials. **(First Reading)**

UNFINISHED BUSINESS

There is no unfinished business scheduled for this meeting.

NEW BUSINESS

GAMBLE & SCHLEMEIER, LTD.

Governmental Relations Services Contract

This agreement, made as of September 1, 2023, is by and between the **City of Chesterfield, Missouri** (hereinafter “Client”), and **Gamble & Schlemeier, Ltd.**, 213 East Capitol Avenue, Jefferson City, Missouri, 65101 (hereinafter “Gamble”). By this agreement it is intended that Gamble will provide to Client governmental relations services, as an independent contractor, as governed by the terms and conditions set forth below.

The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein below, agree as follows:

Term and Scope of Services

Gamble will provide to Client the following services:

Governmental relations services before the Missouri legislature and executive branch related to the establishment and maintenance, on behalf of Client, of contacts with members of the Missouri General Assembly, monitoring of pertinent legislation affecting Client’s municipal interests, and preparation of or lobbying on behalf of legislation proposed in Client’s interest, or lobbying against legislation contrary to Client’s interest. Included in such services, during the legislative session, Gamble will provide to Client a written monthly summary of services performed and legislation monitored on behalf of Client for the previous month.

This agreement shall be in effect from the date first above stated through August 30, 2024.

Payment

Client agrees to pay Gamble:

A total fee of **\$40,000**, which shall be due and payable, in 12 equal monthly installments, upon the 1st day of each month, beginning on September 1, 2023.

No expense reimbursement shall be made for, and Client, shall not be obligated for, any expenses associated with employee retirement benefits, taxes (FICA, withholding or FUTA), unemployment insurance, workers’ compensation insurance benefits, health insurance, office equipment, office expenses or repairs, maintenance or utilities, or other direct expense of the services provided by Gamble as consultant under this agreement.

Independent Contractor Status

Neither Gamble, nor any of its subcontractors, employees or agents shall be deemed to be employees of Client, it being understood that Gamble is an independent contractor for all purposes and at all times. Gamble shall be solely responsible for withholding or payment of all federal, state and local personal income taxes, social security taxes, unemployment and disability insurance, and all other payroll taxes and obligations with respect to Gamble or its employees. It is the intent of the parties to this agreement that Gamble is retained based upon its expertise in governmental affairs consulting. Therefore, Gamble shall have complete control and discretion in choosing the appropriate means, manner and methods for providing the services hereunder; Client shall exercise no supervisory or other control over the means, manner and method by which Gamble provides such services. Further, Client acknowledges that Gamble may and will be providing the same or similar services to other entities and Gamble acknowledges that Client may retain or employ additional management or governmental affairs consultants.

GAMBLE & SCHLEMEIER, LTD.

This instrument contains the entire agreement between the parties and no statement, promise or inducement made by either party or agent of either party that is not contained in this written agreement shall be valid or binding. This agreement may not be enlarged, modified or altered except in writing signed by the parties. This agreement shall inure to the benefit of and be binding only upon Gamble and Client. This agreement is entered into between the parties in the state of Missouri and shall be subject to interpretation and construction according to the internal laws of the state of Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands the day aforesaid.

Gamble:
Gamble & Schlemeier, Ltd.

Client:
City of Chesterfield, Missouri

Jorgen Schlemeier, authorized officer

Memorandum

Department of Planning

To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

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.

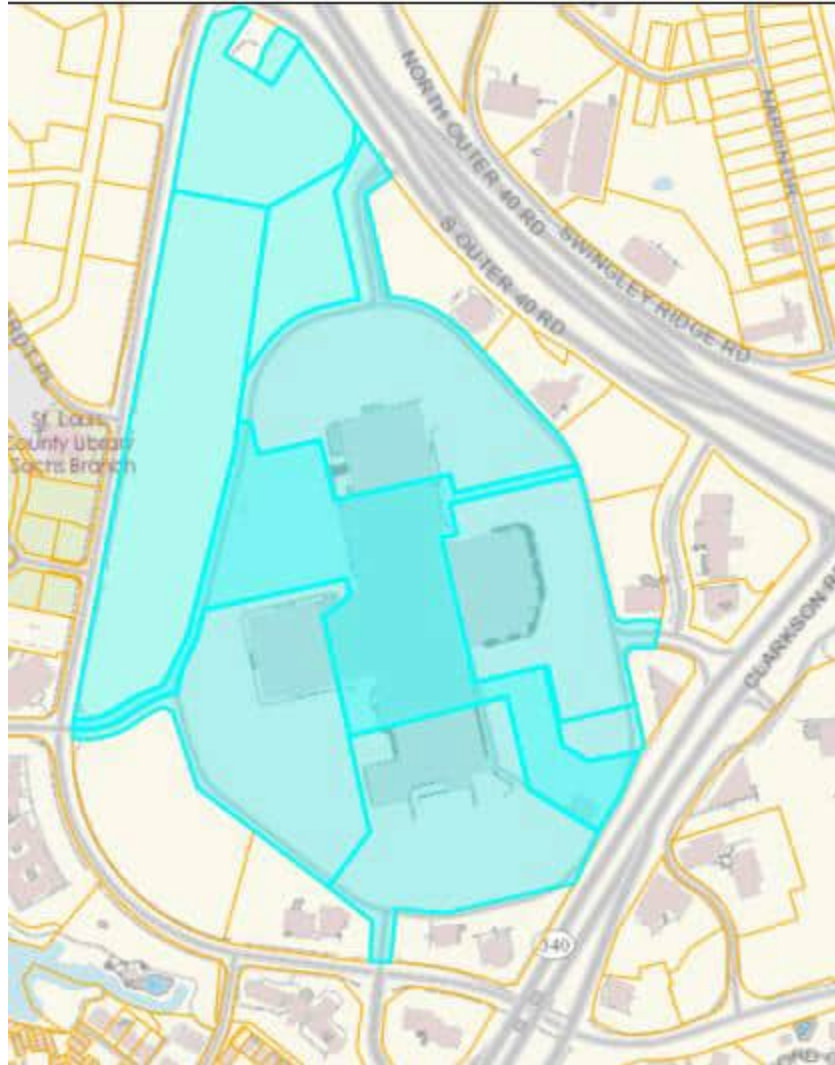


Figure 1: Redevelopment Area

Attachments:

- 1) Ordinance
- 2) Development Plan
- 3) Tax Impact Statement

BILL NO. _____

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

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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”).¹ 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.

¹ 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**.

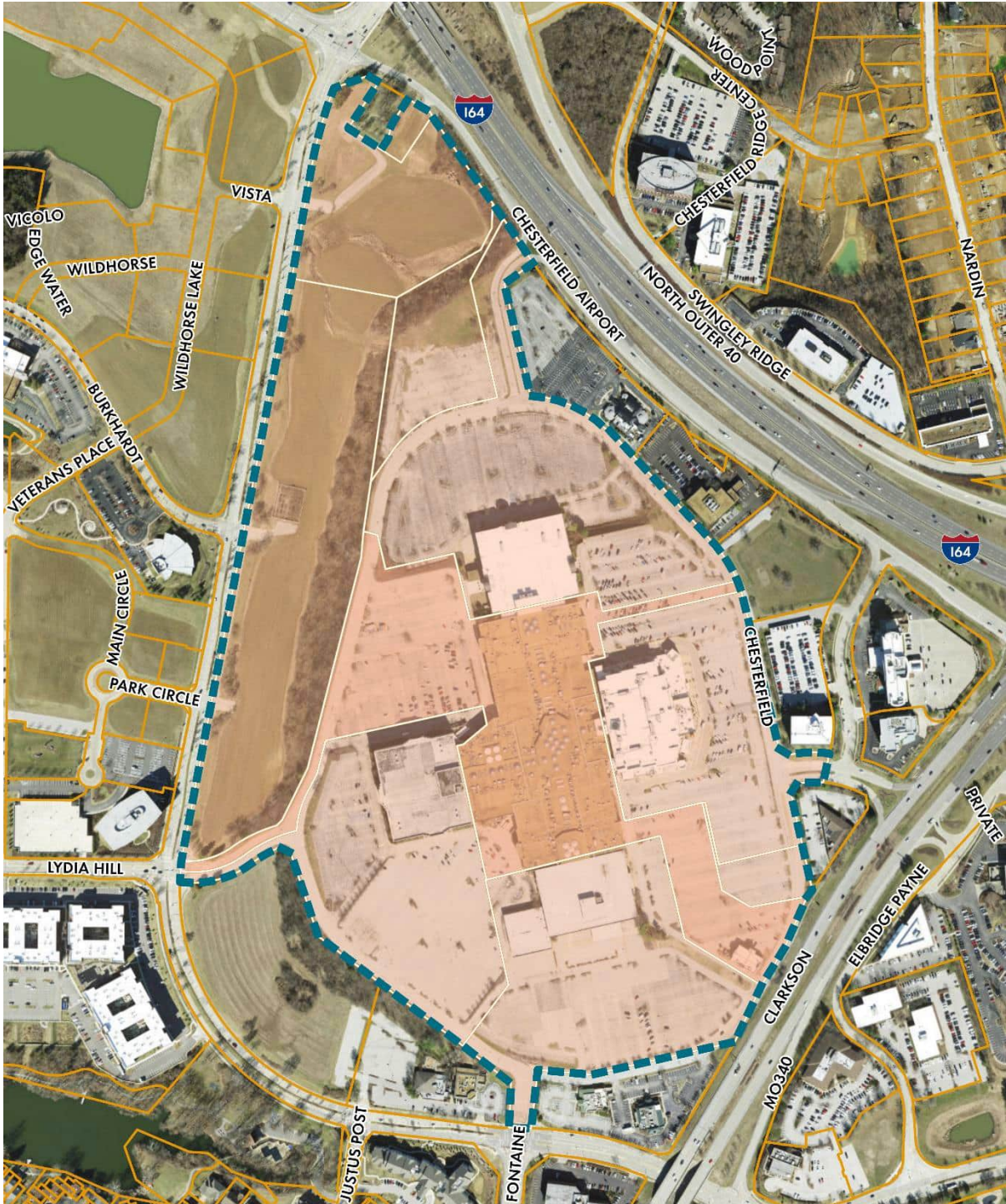


PLATE 1 – CHAPTER 353 REDEVELOPMENT AREA
CHESTERFIELD, MO



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

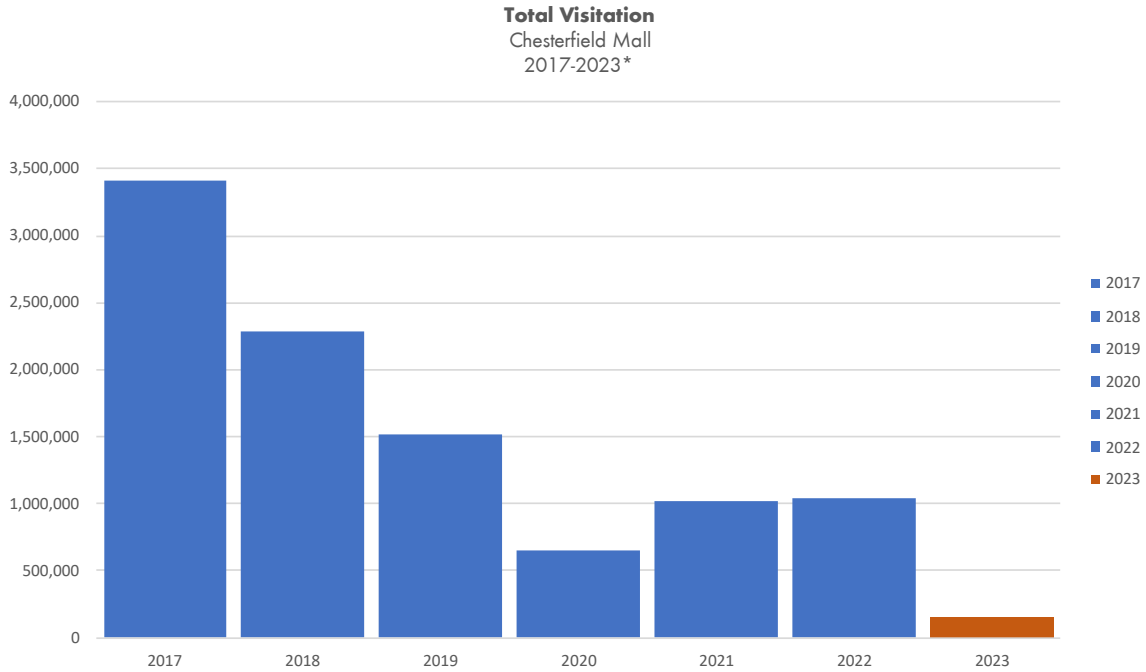
Between 1976 and 2018, the Mall was owned by several groups. The Richard E Jacobs Group sold the Mall to Westfield Group in 2002. In 2008, the Mall was acquired by CBL & Associates Properties. The Mall was placed in receivership in the third quarter of 2016, pending foreclosure. Management was transferred 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
			Total Area	105.29

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.² 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.

² 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.³ 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

³ 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

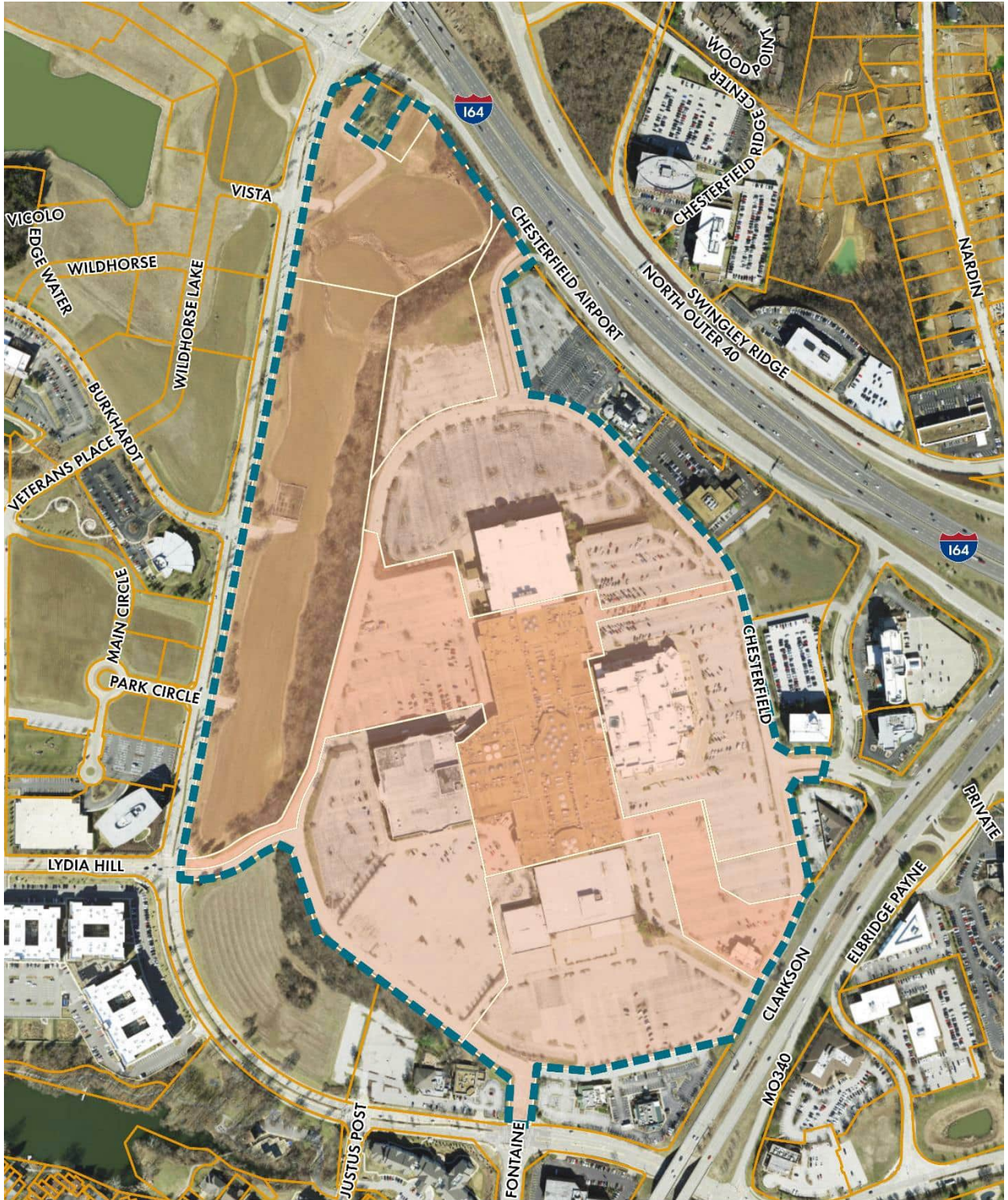


PLATE 1 – CHAPTER 353 REDEVELOPMENT AREA
CHESTERFIELD, MO



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](#)



















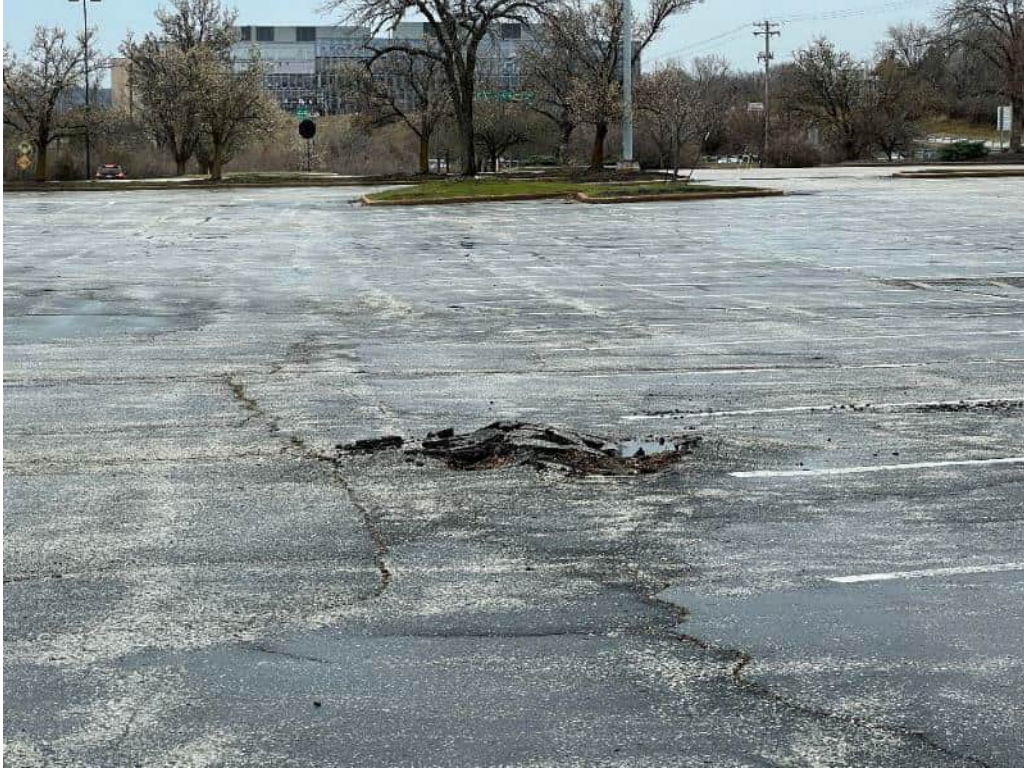


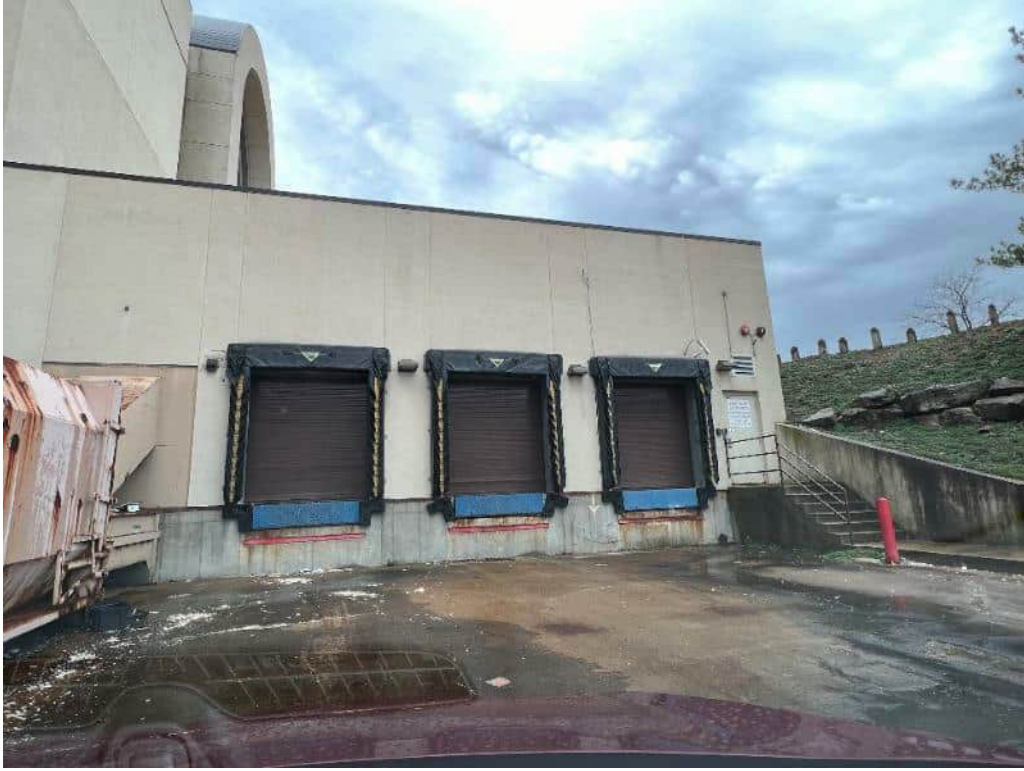
























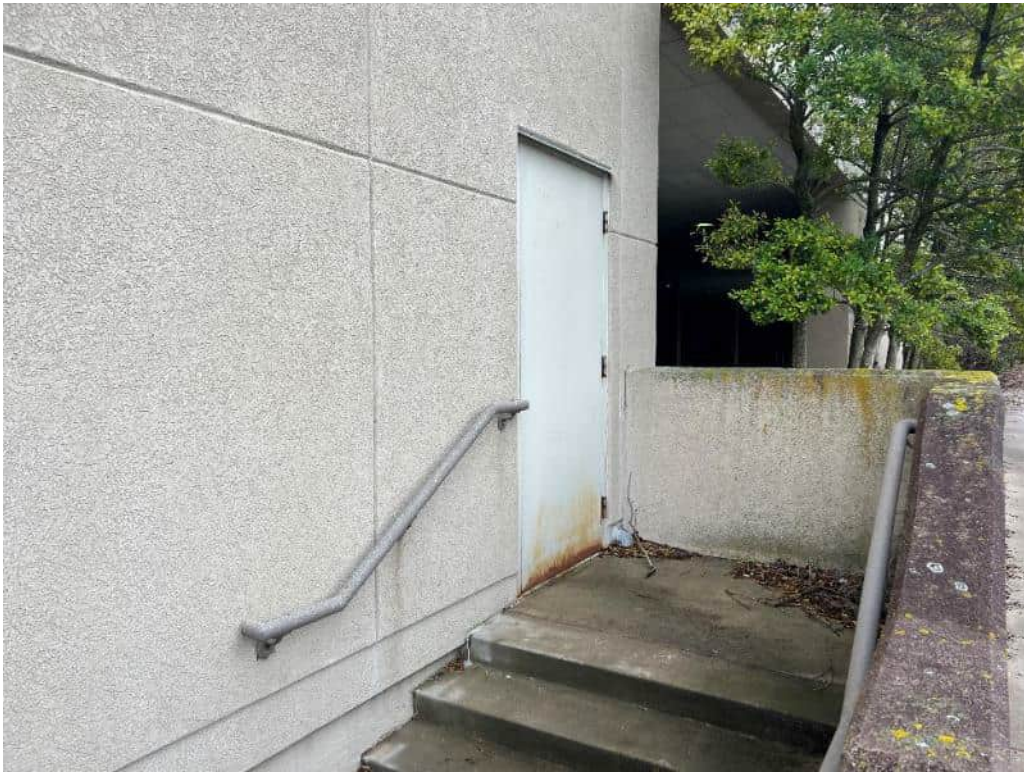










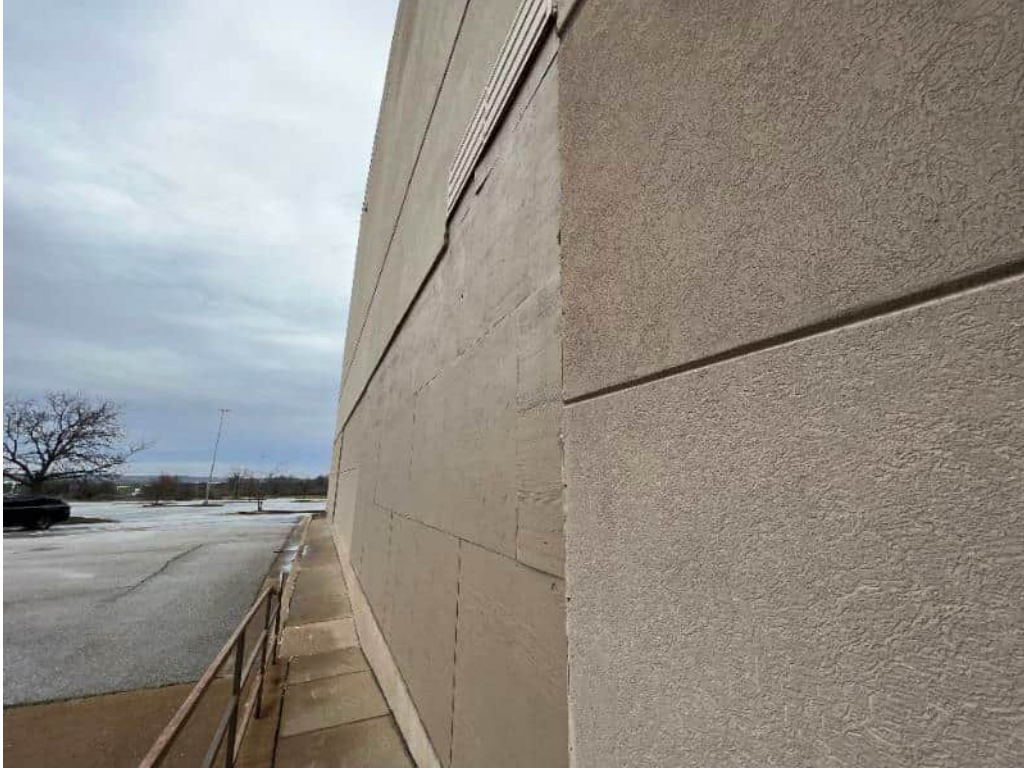




















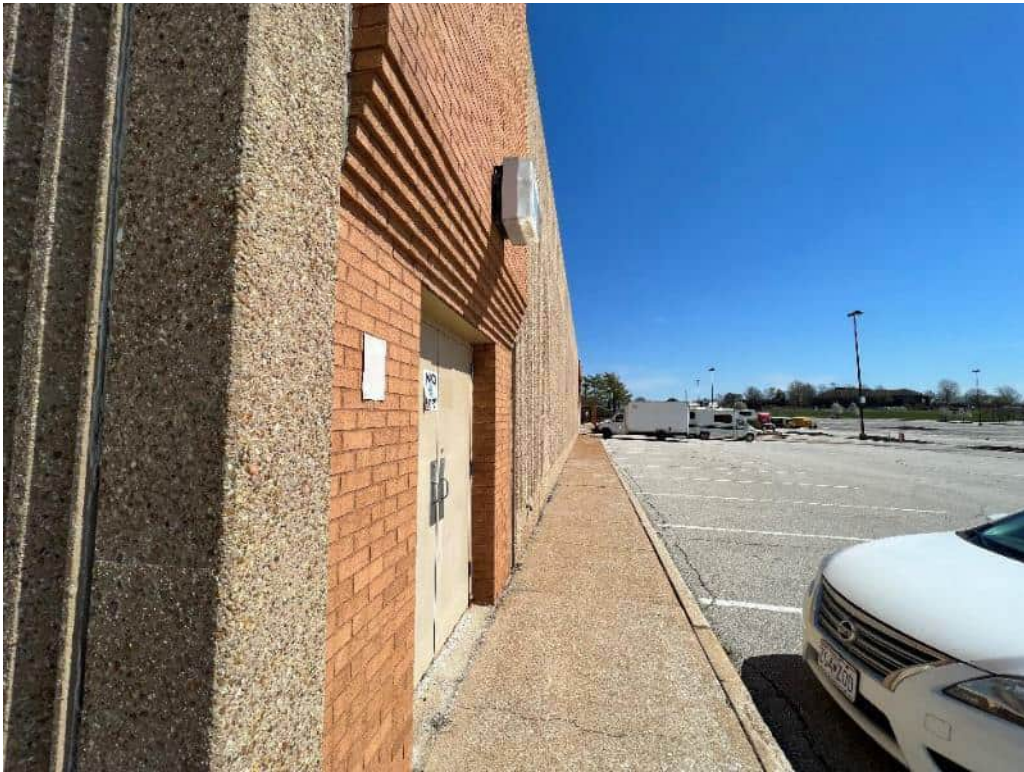












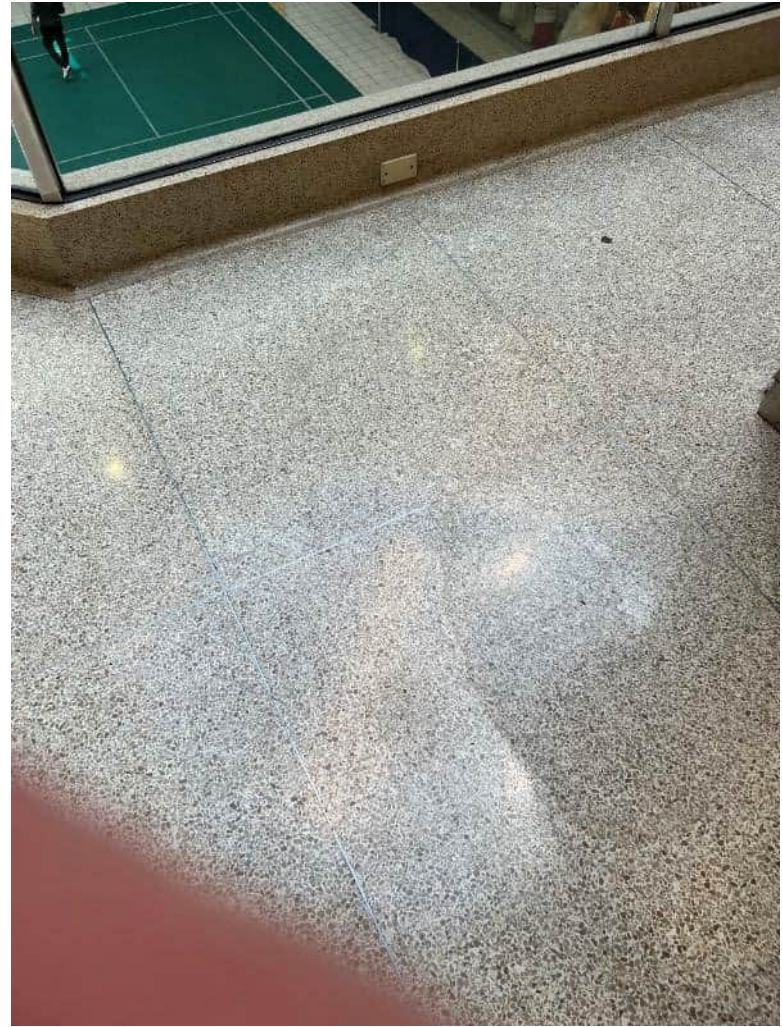






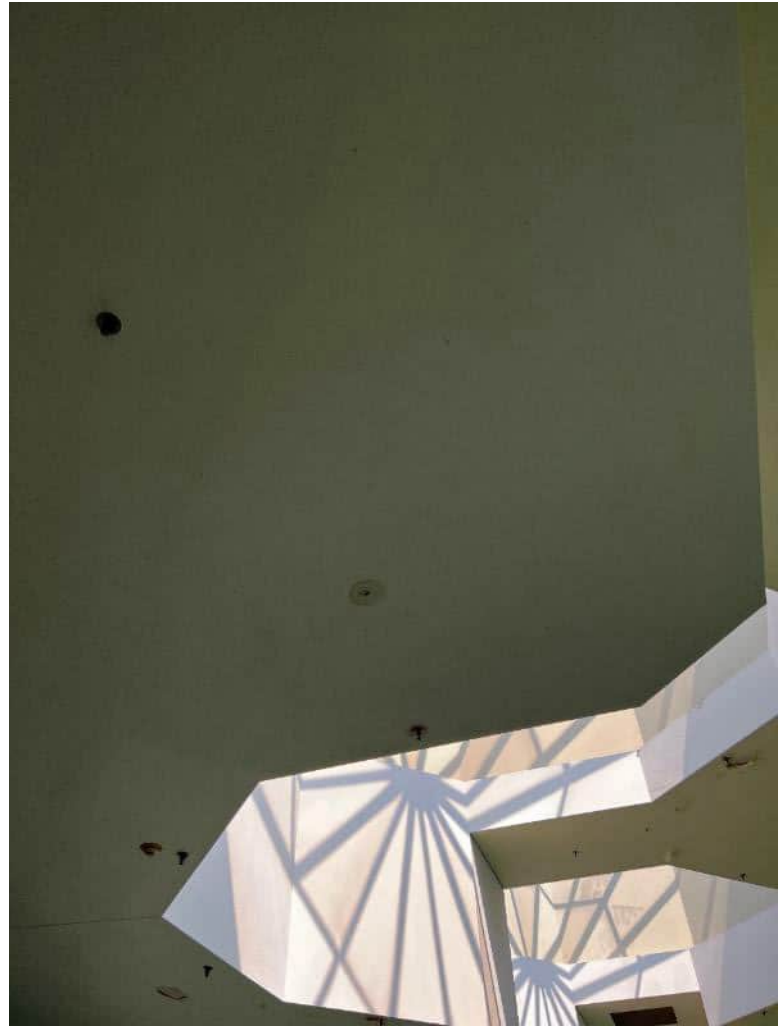


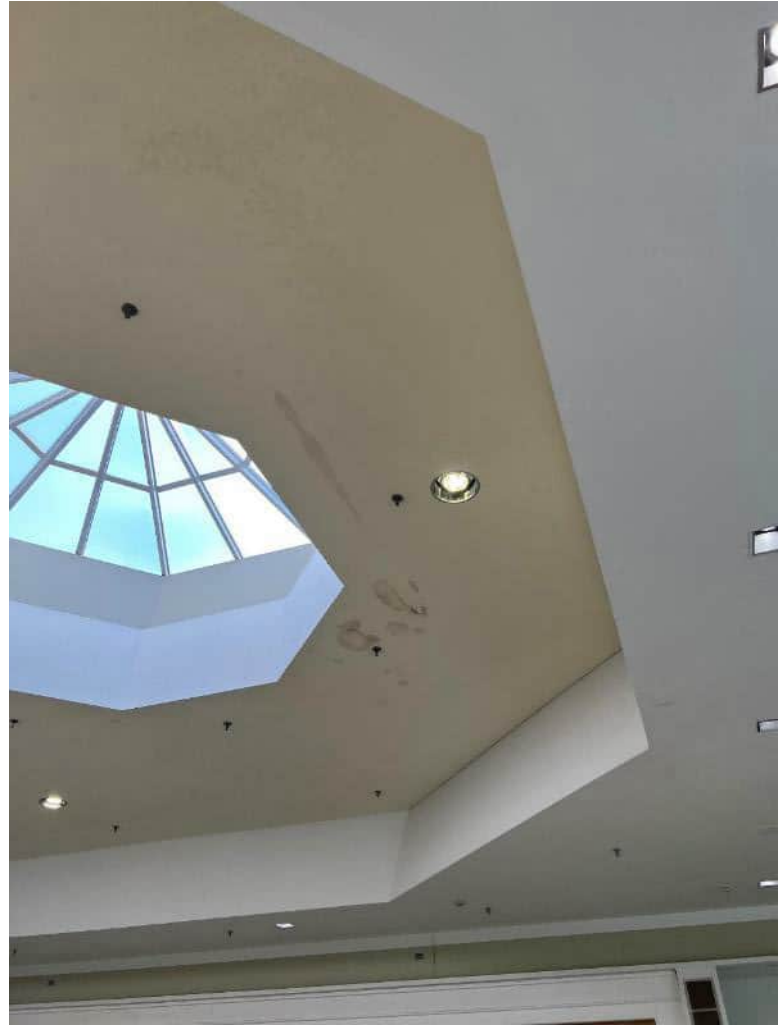
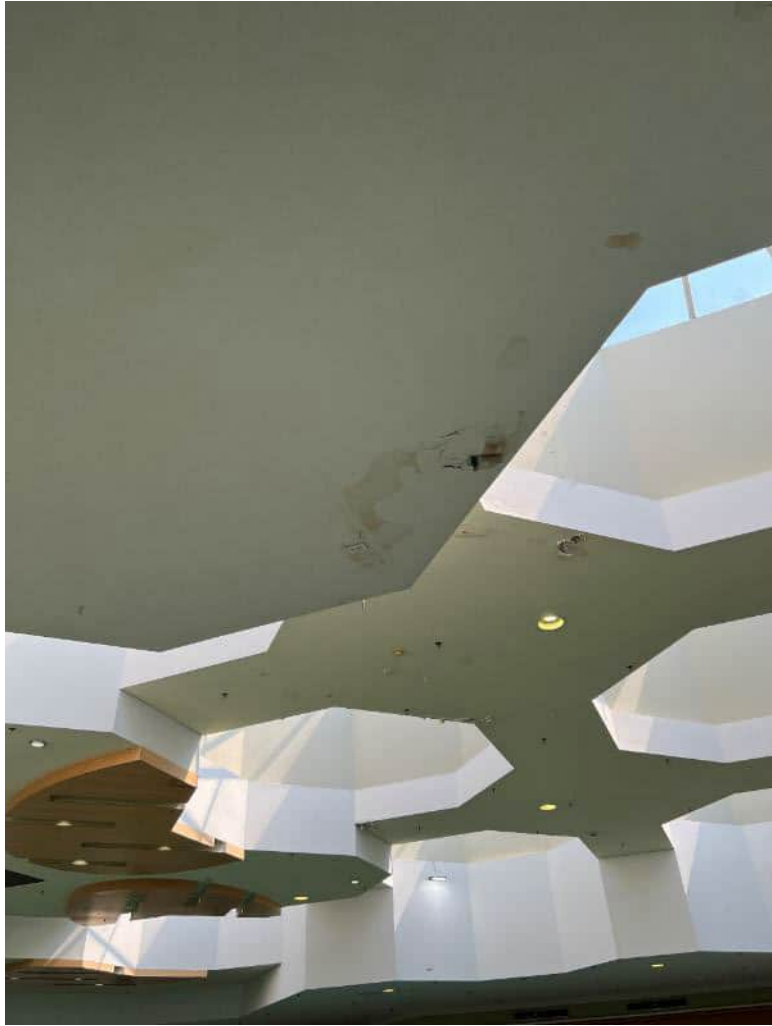


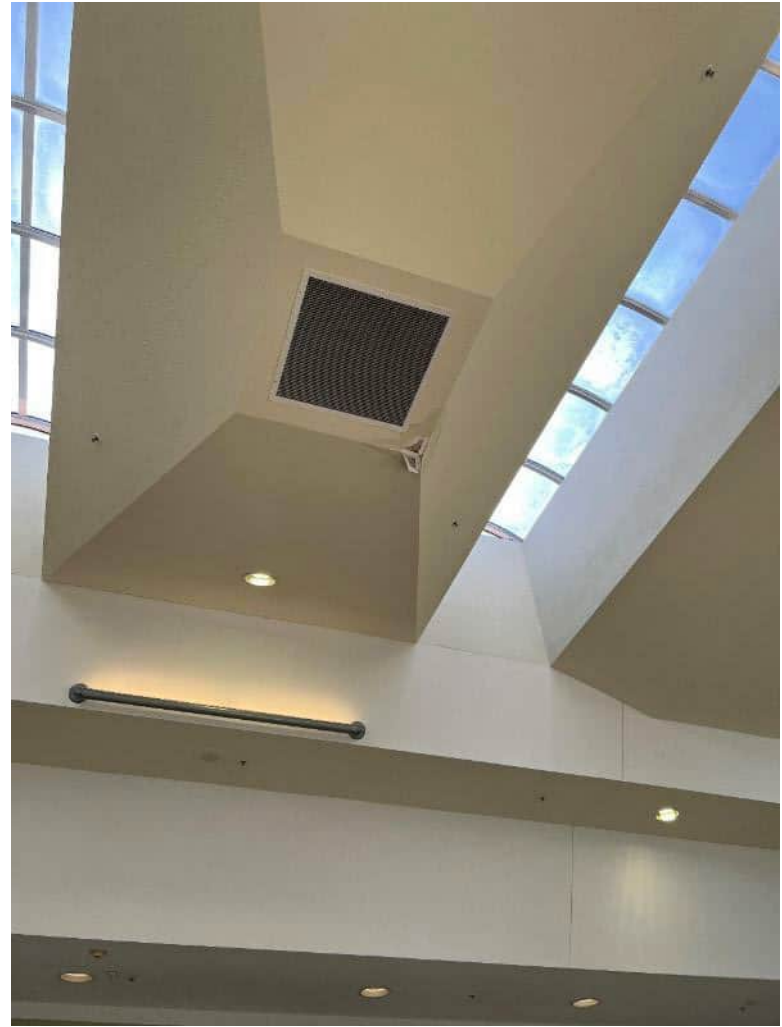


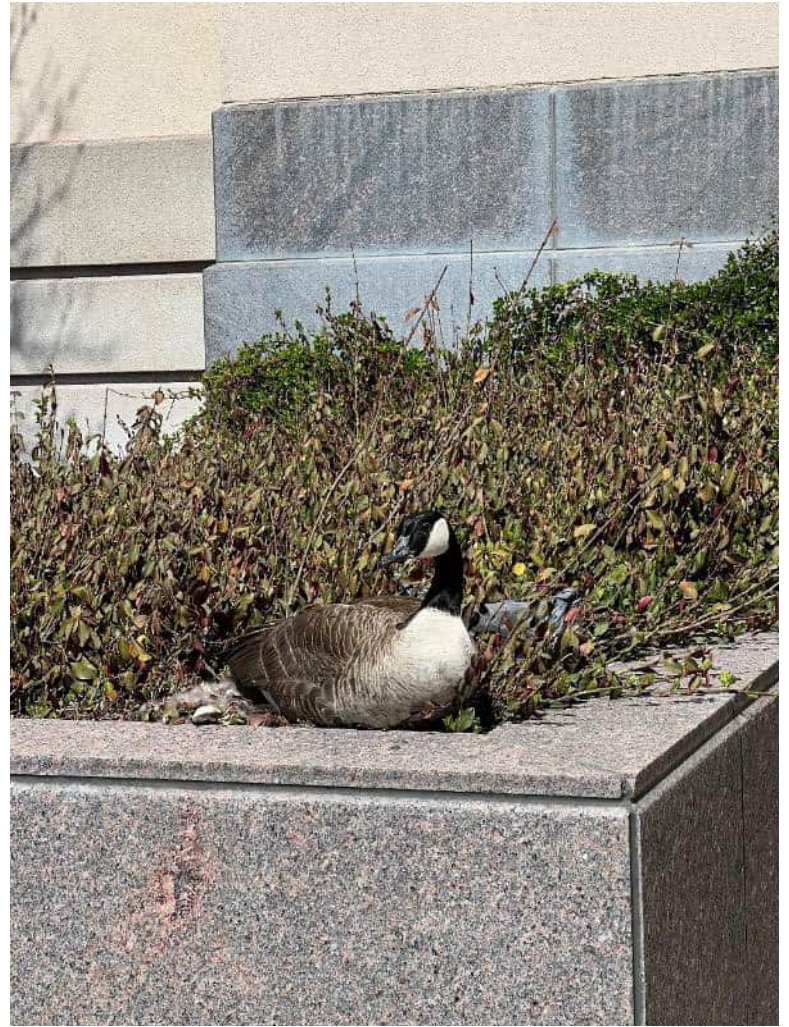


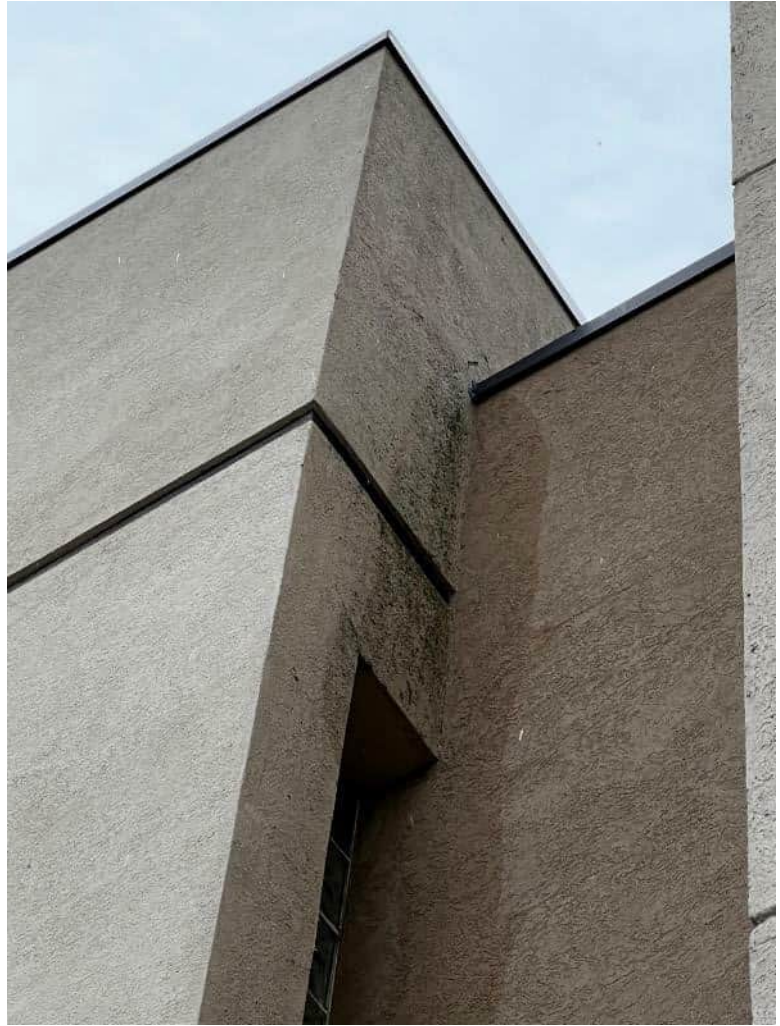


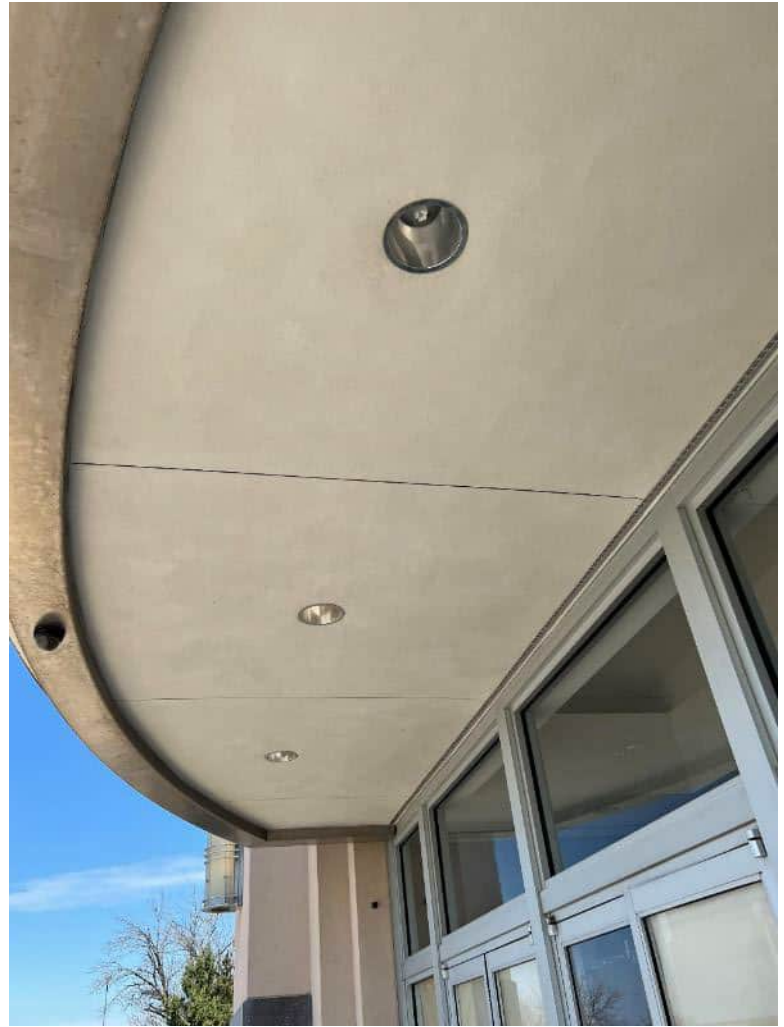
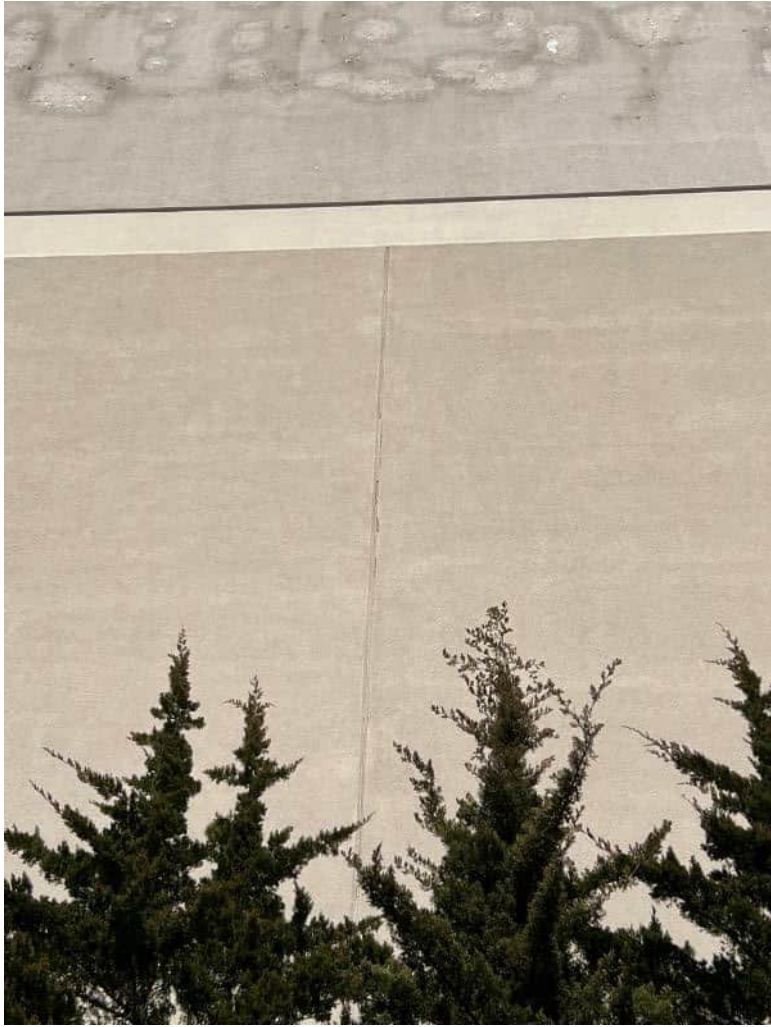






















Planning Saint Louis Place 314 231-7318
Development 200 North Broadway 314 231-7433 FAX
Finance
Urban Design Suite 1000
 St. Louis, Missouri 63102

TECHNICAL MEMORANDUM

To: Justin Wyse

Date: June 2, 2023

From: Andy Struckhoff

Cc:

Re: Tax Impact Statement

Project Name: Chesterfield Regional 353 Redevelopment Area

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
Totals						\$1,612,118,947	\$446,772,800

Table 2
Parcel List and Base Assessed Value Estimate ¹
 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
Estimated Base Taxable Assessed Value		\$ 7,922,590

¹ Source: St. Louis City Assessor

Table 3
2022 Real Property Tax Rates per \$100 ^{1,2}
 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
Total Tax Rate	7.8424	10.9725

Source: City of St. Louis

¹ Actual tax rates will vary from year-to-year.

² 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
Base EAV		\$ 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
Total Estimated Taxes Paid on Commercial Development		\$ 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
Estimated Total Taxes Paid	10.9725	\$ 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

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
Base EAV		\$ 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
Total Estimated Taxes Paid on Commercial Development		\$ 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
Estimated Total Taxes Paid	10.9725	\$ 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

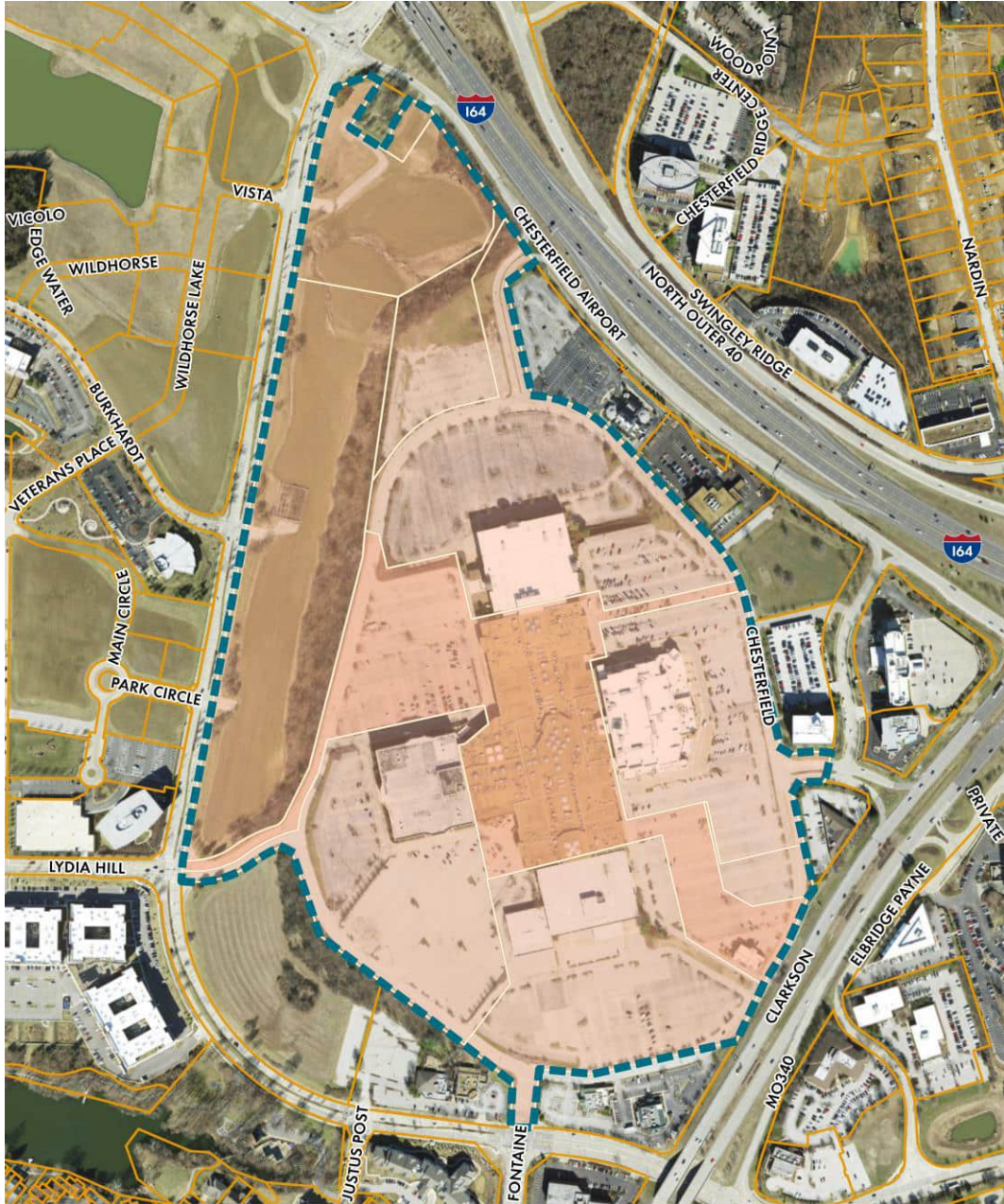
Table 5b
Estimated Total Property Taxes Generated by the Project
 Chesterfield Regional 353 Redevelopment Area
 St. Louis, MO

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
Estimated Taxes Paid														
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
Total Estimated Taxes		\$1,347,493	\$1,365,367	\$1,383,688	\$ 6,315,218	\$ 14,642,119	\$ 18,571,929	\$ 24,399,177	\$ 28,595,845	\$ 33,903,590	\$ 36,589,983	\$ 42,009,551	\$ 42,410,300	\$ 43,813,609

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
Estimated Taxes Paid														
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
Total Estimated Taxes		\$ 44,014,966	\$ 45,834,206	\$ 45,909,059	\$ 48,025,363	\$ 48,104,338	\$ 50,321,002	\$ 50,404,332	\$ 52,716,760	\$ 52,804,692	\$ 55,245,082	\$ 55,337,877	\$ 57,889,781	\$ 57,987,716

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.

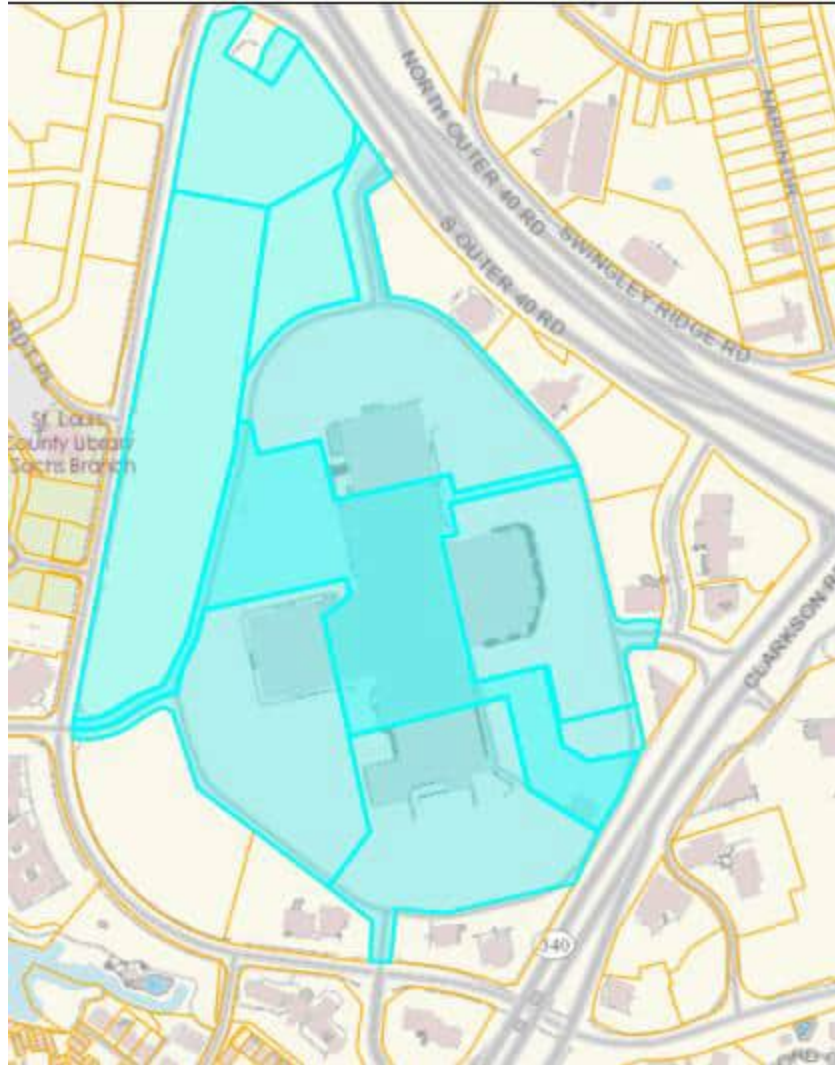


Figure 1: Redevelopment Area

Attachments:

- 1) Ordinance
- 2) Agreement

BILL NO. _____

ORDINANCE NO. _____

**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 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”).¹ 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.

¹ 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**.

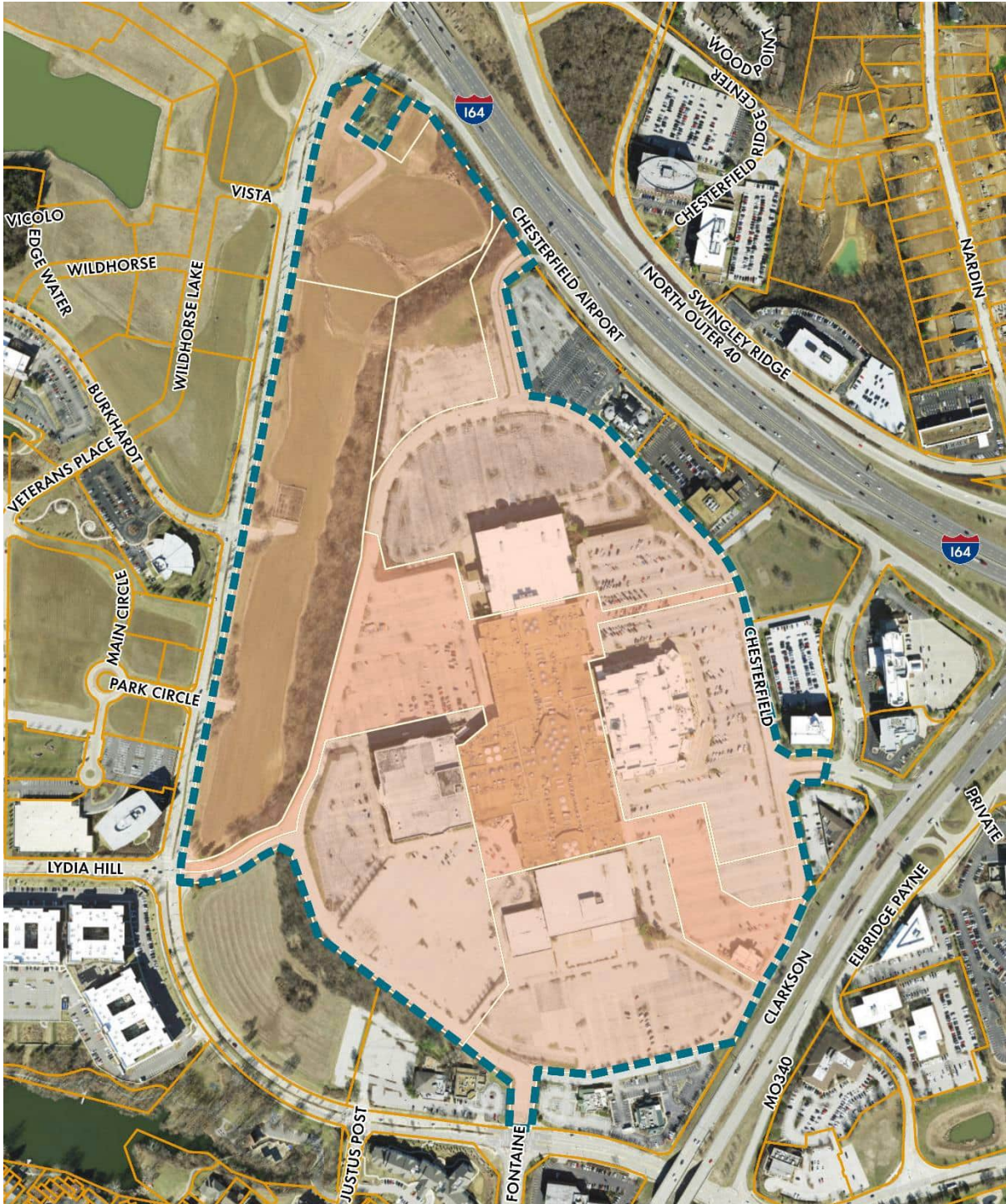


PLATE 1 – CHAPTER 353 REDEVELOPMENT AREA
CHESTERFIELD, MO



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

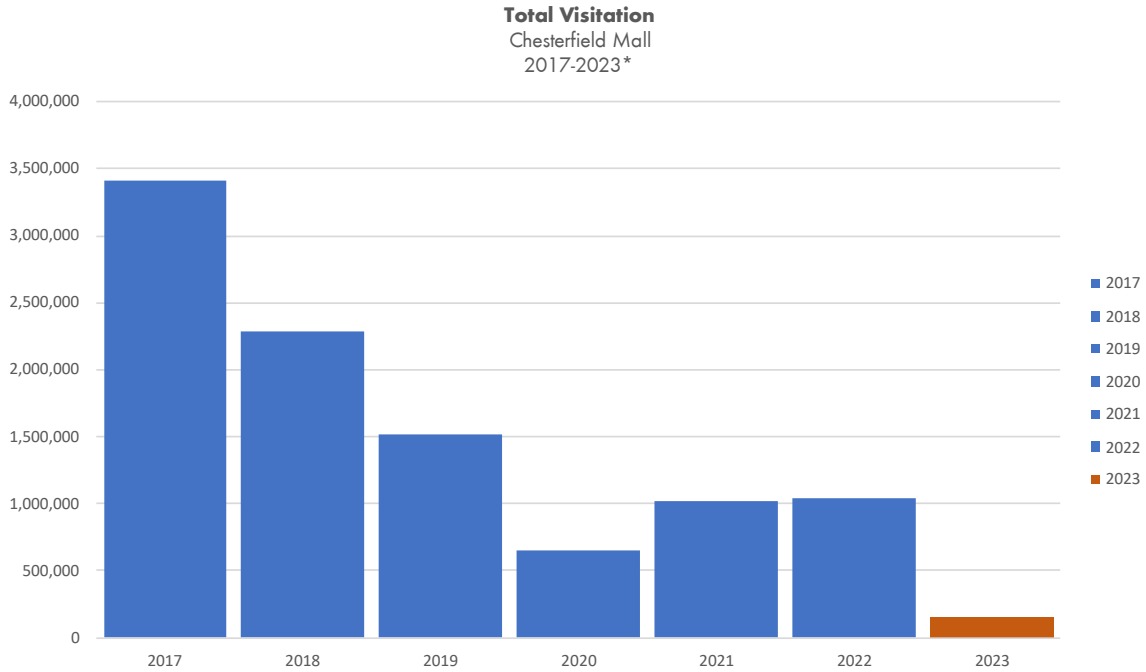
Between 1976 and 2018, the Mall was owned by several groups. The Richard E Jacobs Group sold the Mall to Westfield Group in 2002. In 2008, the Mall was acquired by CBL & Associates Properties. The Mall was placed in receivership in the third quarter of 2016, pending foreclosure. Management was transferred 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
			Total Area	105.29

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.² 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.

² 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.³ 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

³ 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

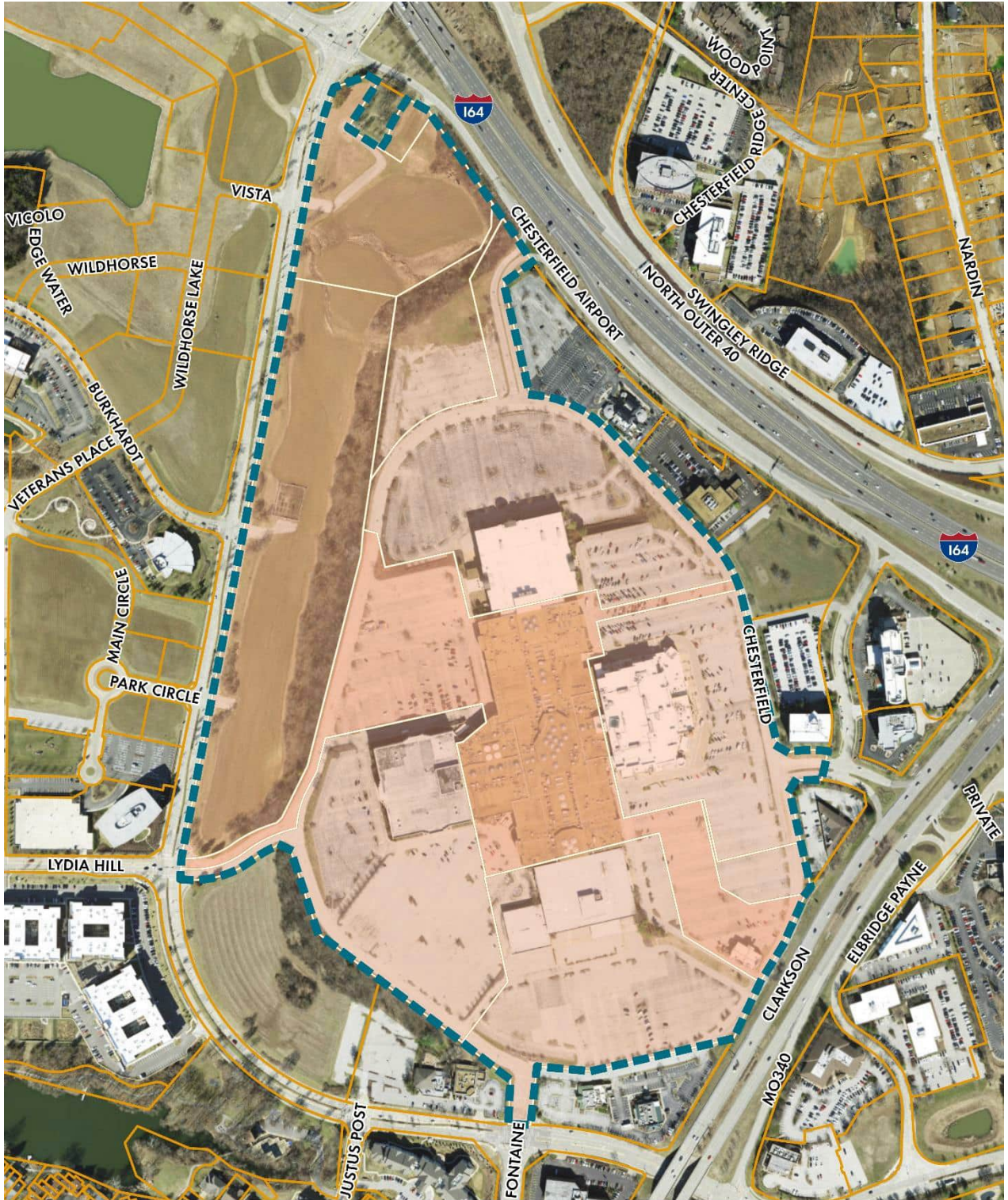


PLATE 1 – CHAPTER 353 REDEVELOPMENT AREA
CHESTERFIELD, MO



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](#)





















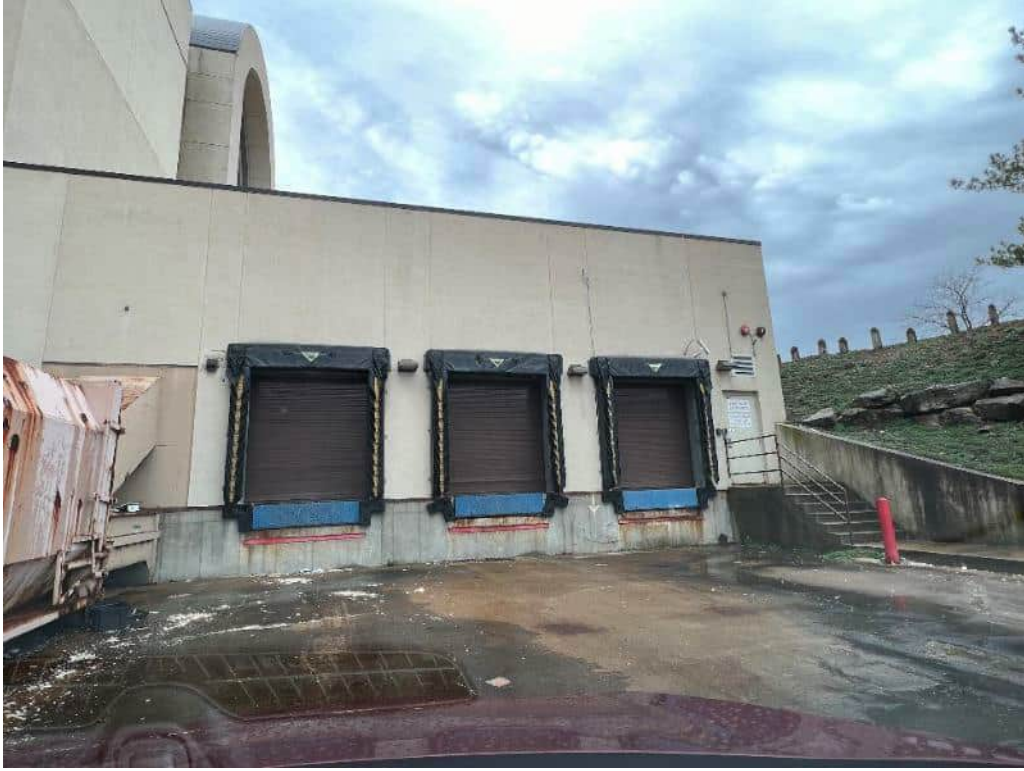
























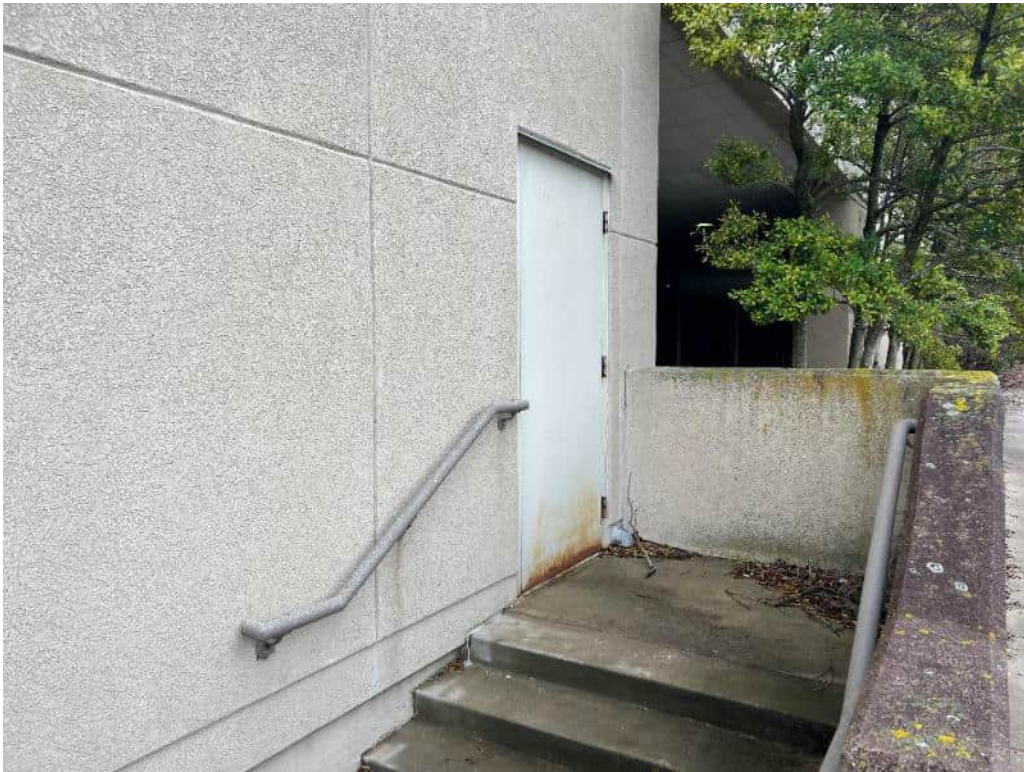










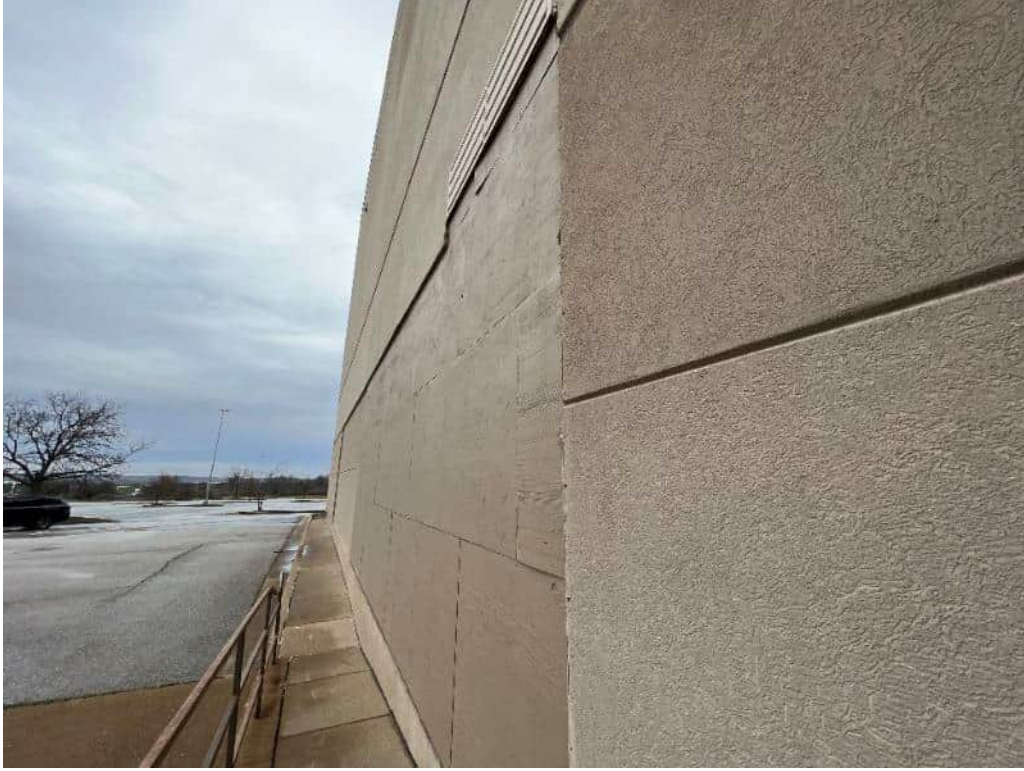






































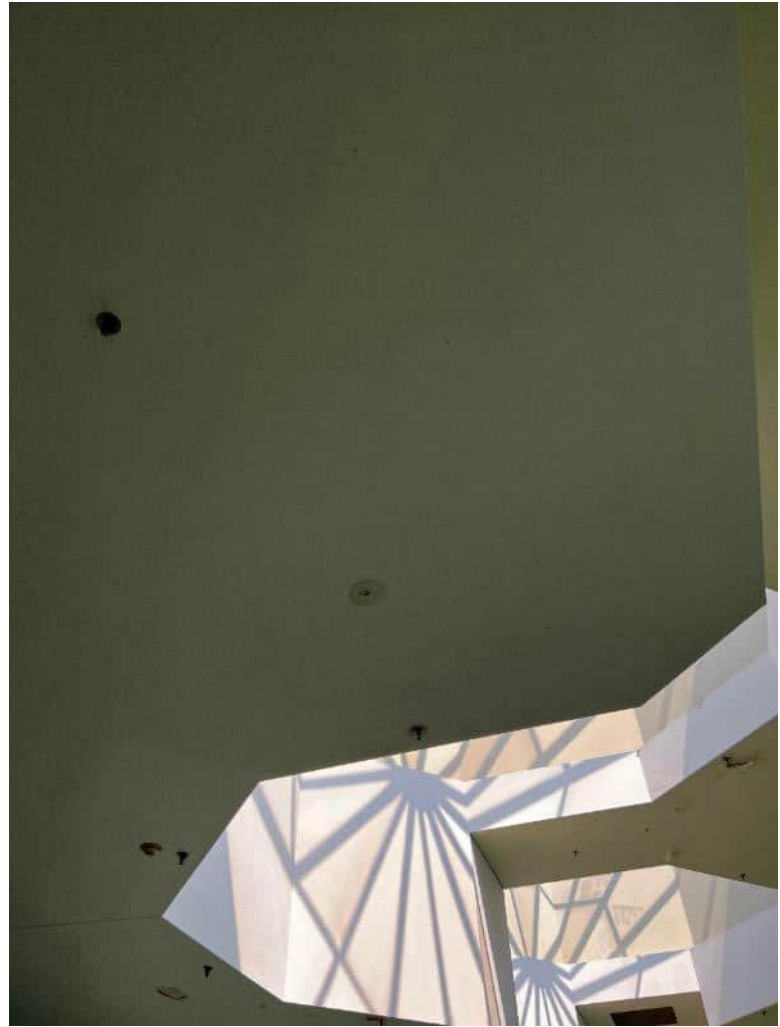


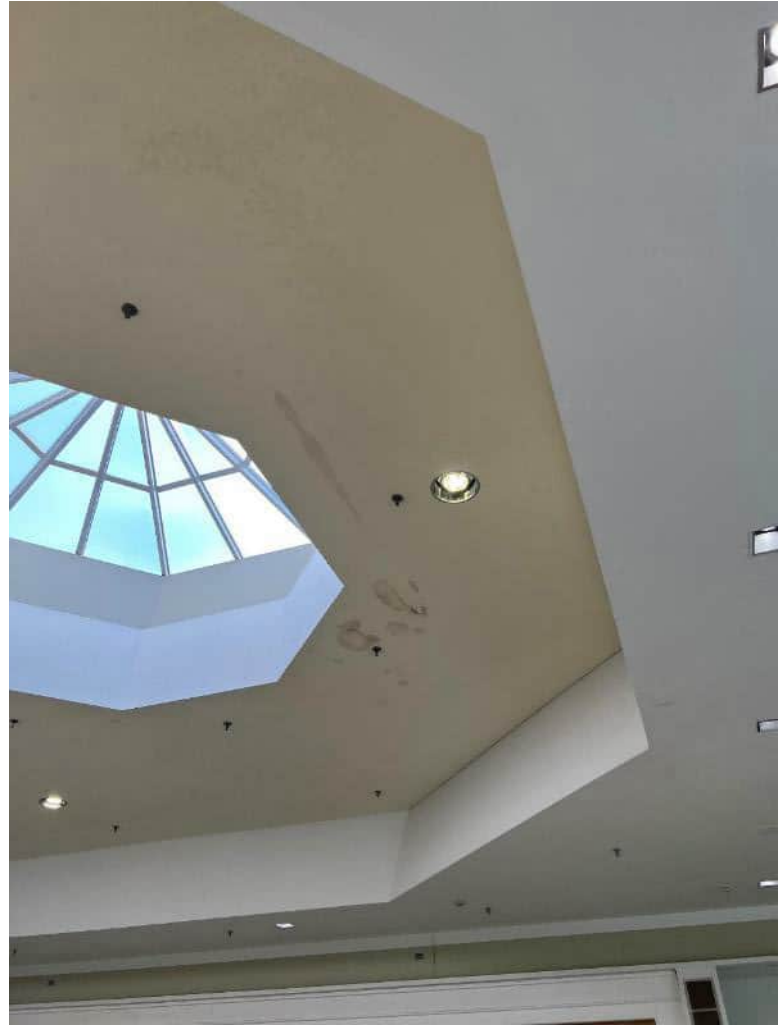


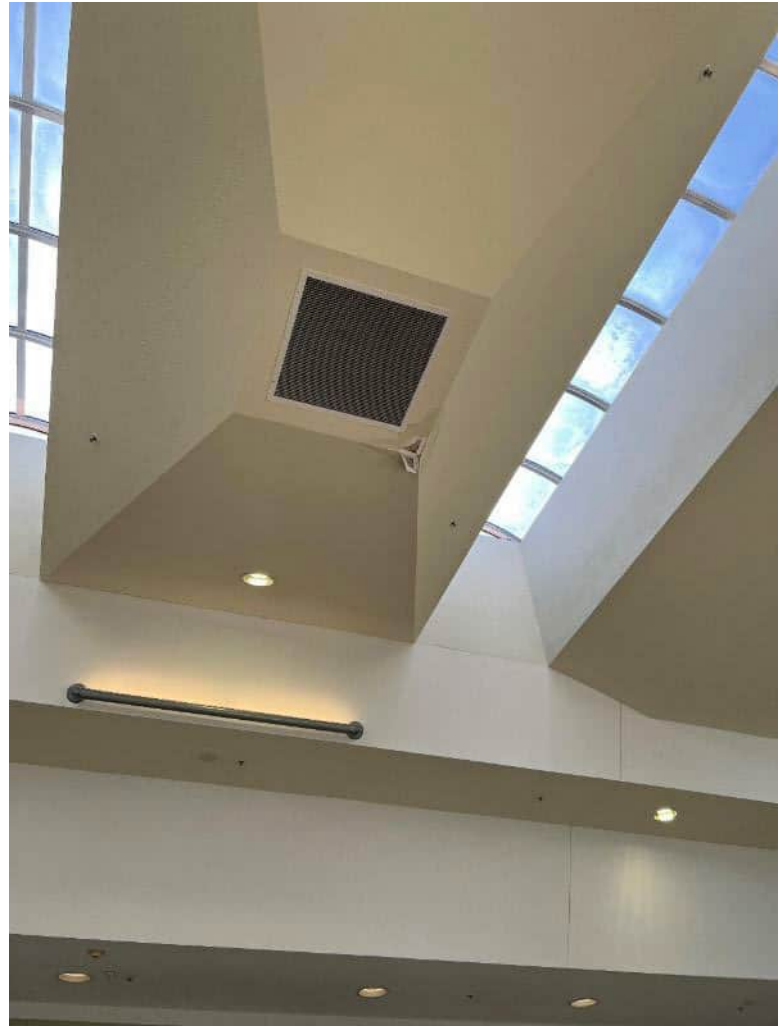


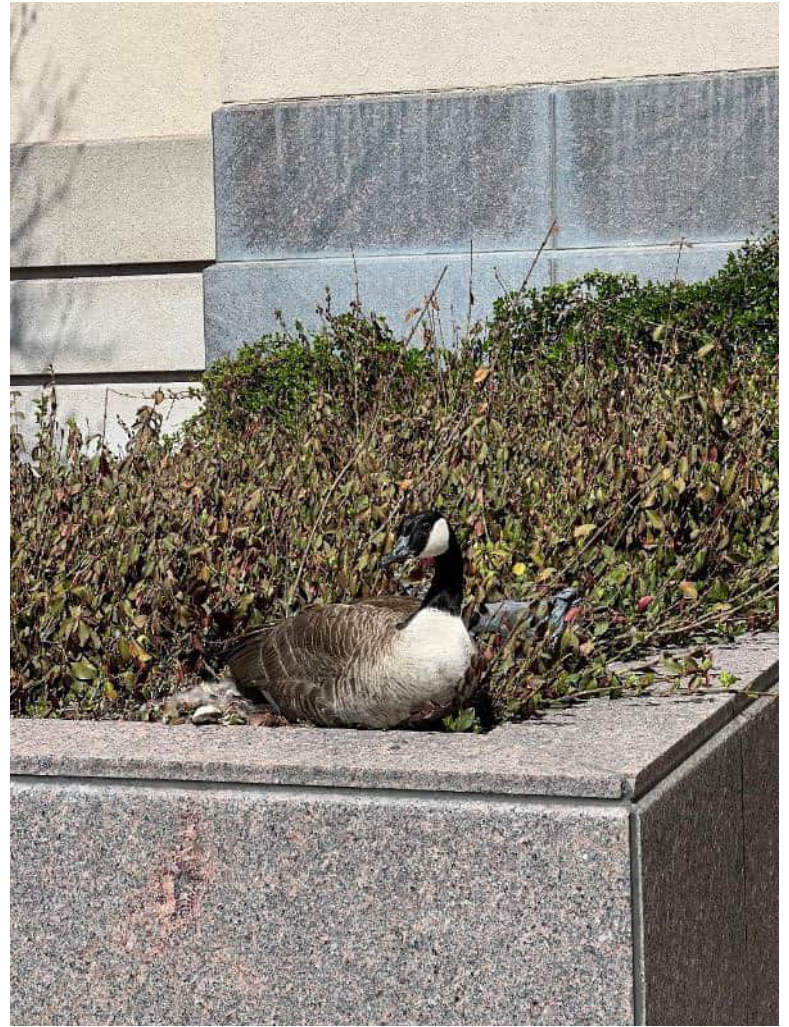


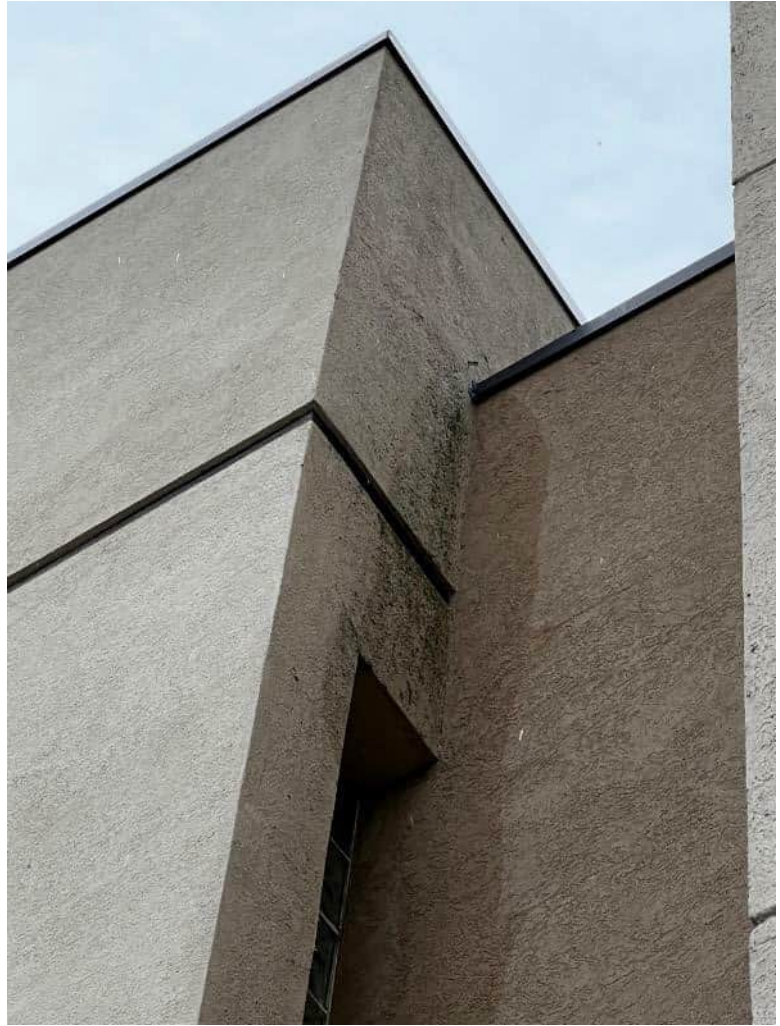


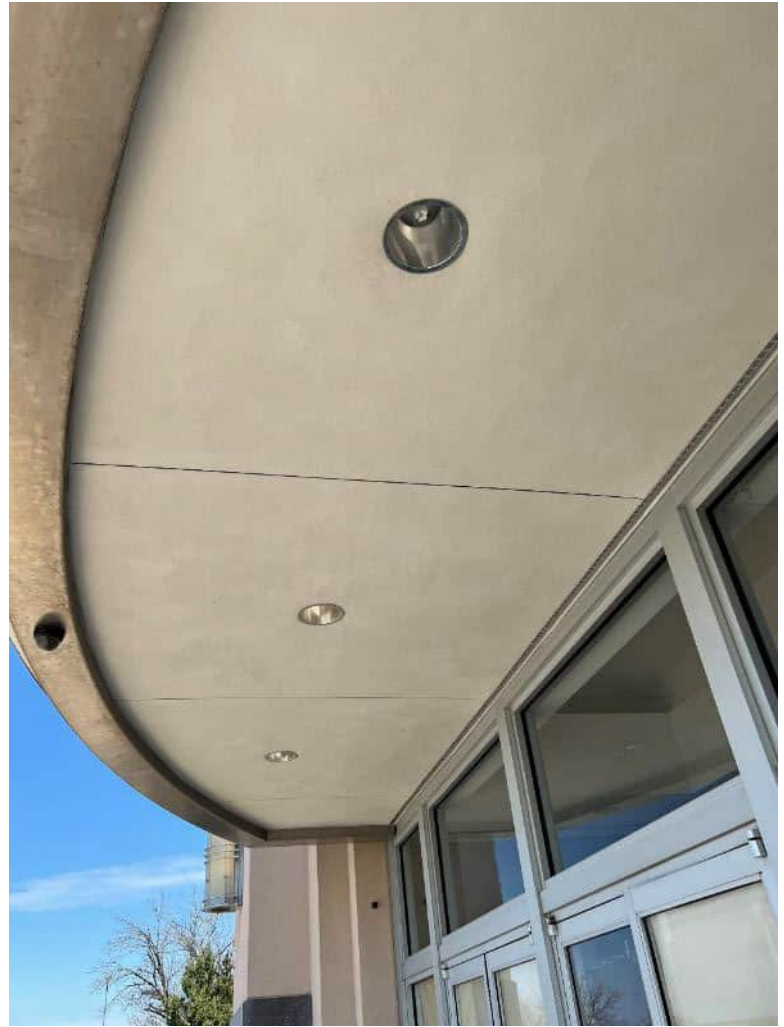
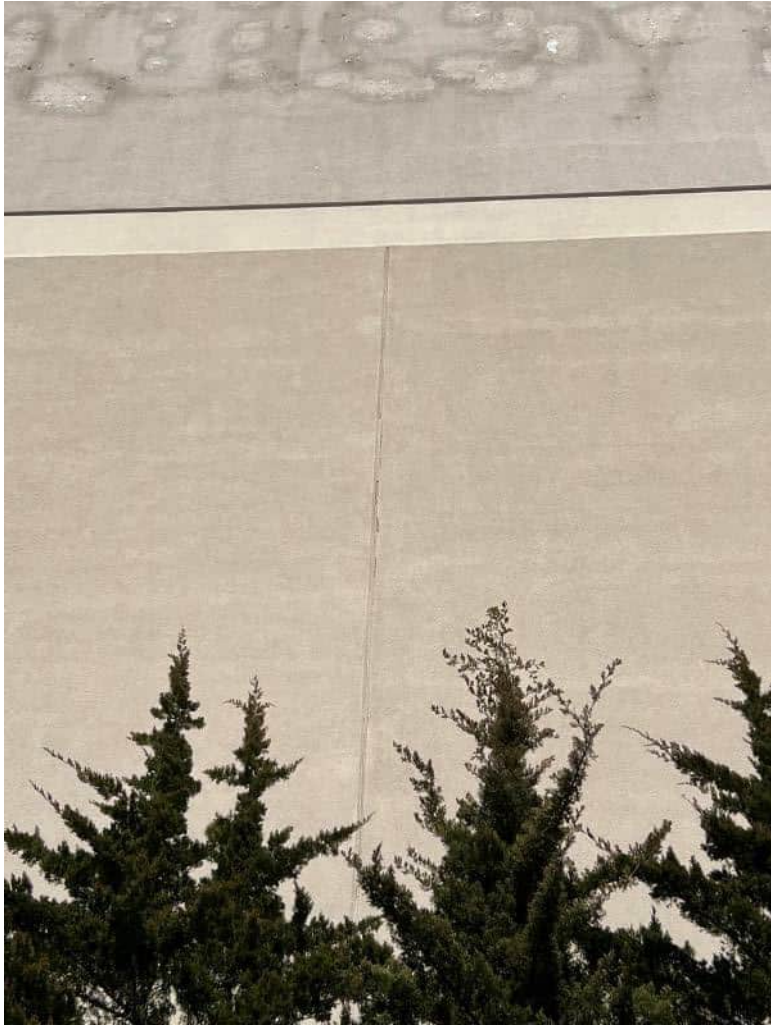
















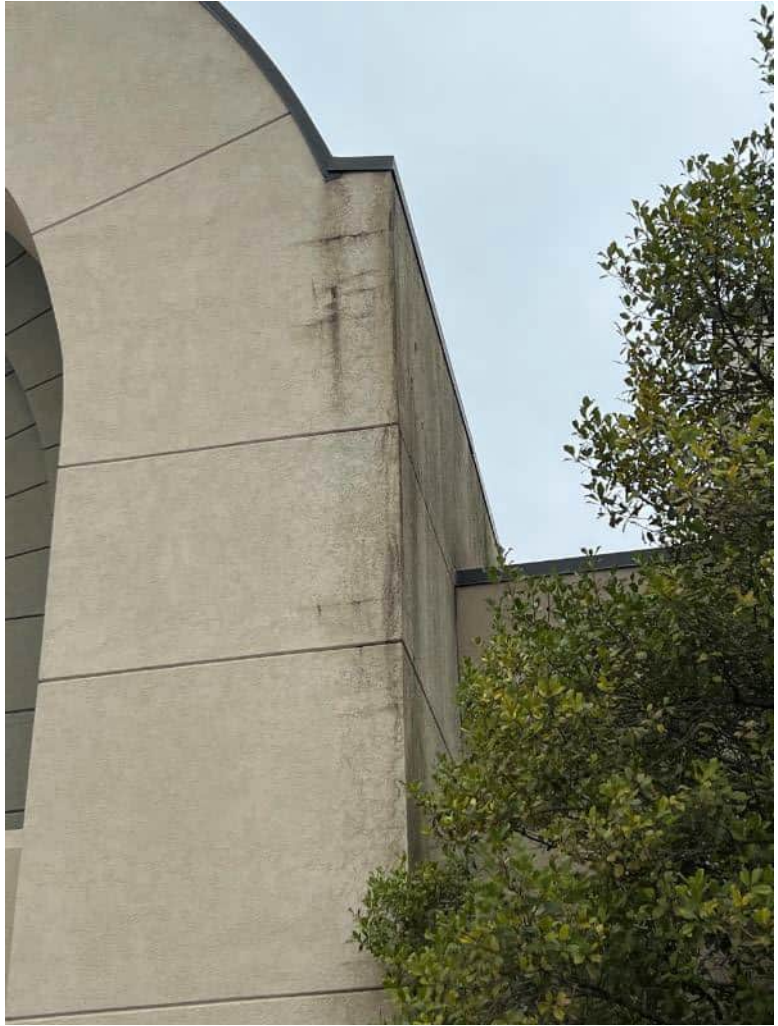




EXHIBIT B

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

0 250 500 US Feet
PGW PLANNERS

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.

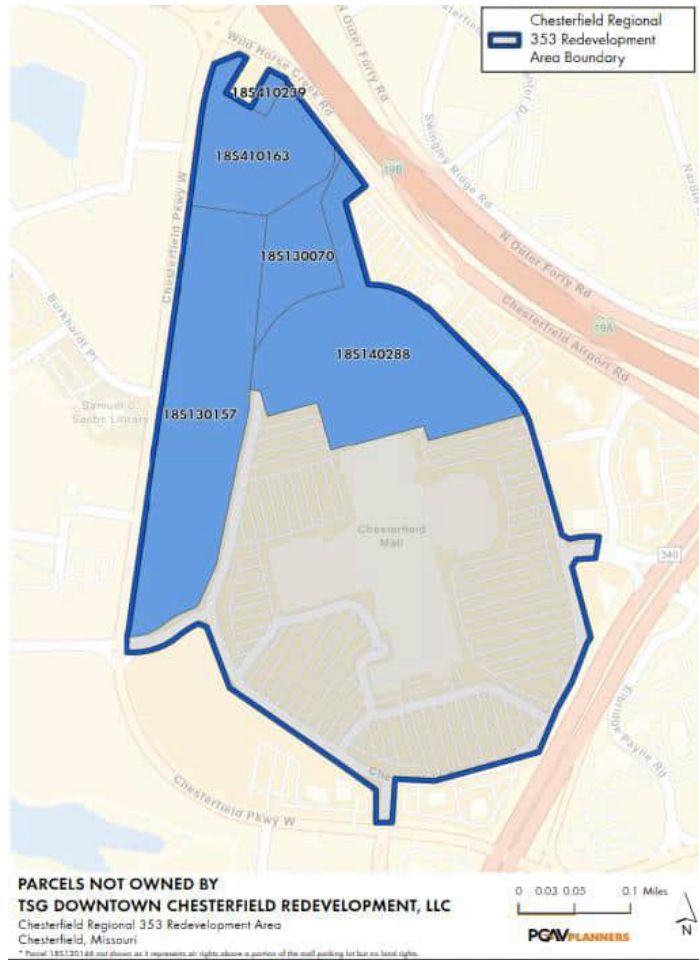
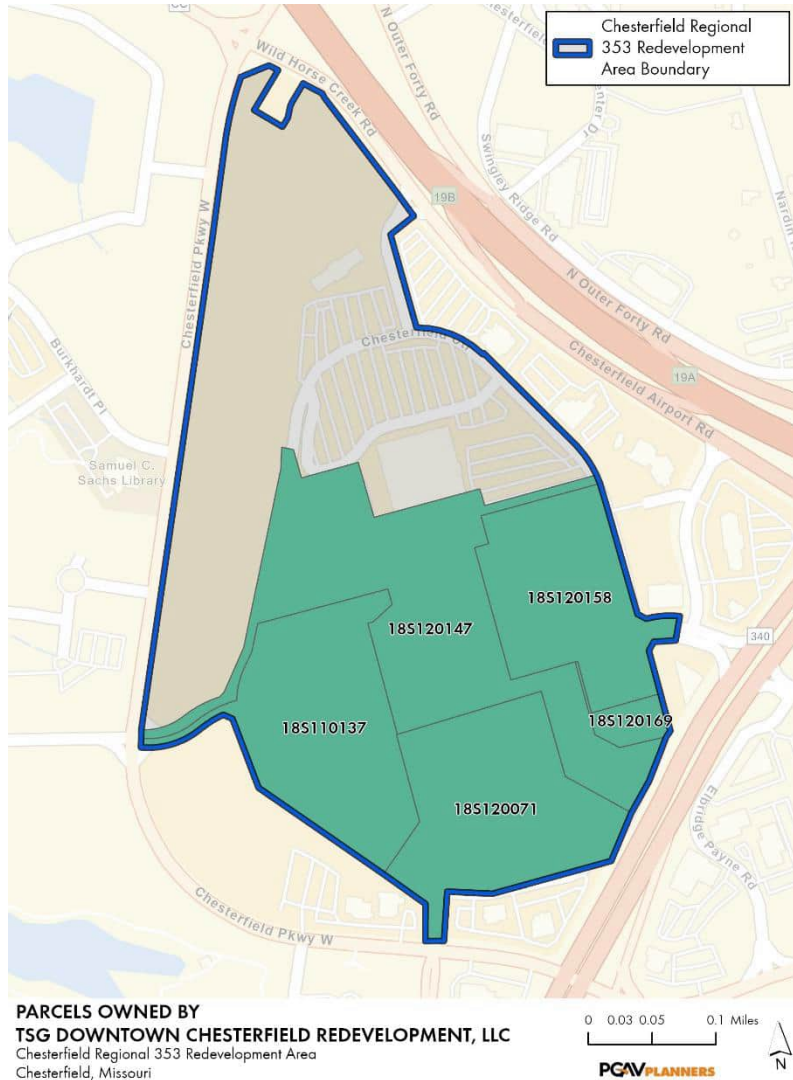


EXHIBIT E

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.



BILL NO. 3460

ORDINANCE NO. _____

APPROVES THE INSTALLATION OF TWENTY-EIGHT (28) FIRE HYDRANTS AT THE LEGENDS AT SCHOETTLER POINT, SCHAEFFER'S GROVE, WILD HORSE BLUFFS, GATEWAY STUDIOS, AND SPIRIT VALLEY BUSINESS PARK PHASE II WITHIN THE CITY OF CHESTERFIELD.

WHEREAS, at duly called meetings of the Board of Directors of the Monarch Fire Protection District, the placement of certain fire hydrants was approved; and,

WHEREAS, it is necessary for the authorization of the placement of said fire hydrants by ordinance.

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

Section 1. The placement of the following fire hydrants at such exact locations as specified by the Insurance Services Office of Missouri and as approved by the Board of Directors of the Monarch Fire Protection District is hereby approved by the City of Chesterfield for installation:

Legends at Schoettler Point: Two (2) fire hydrants at the following locations:

1. One on the west side of Schoettler Pt., approximately 350 feet north of the centerline of Schoettler Road.
2. One on the west side of Schoettler Pt. cul-de-sac, approximately 700 feet north of the centerline of Schoettler Road.

Schaeffer's Grove: Six (6) fire hydrants at the following locations:

1. One on the south side of Silver Buck Lane, approximately 500 feet west of the centerline of Schaeffer's Grove Court.
2. One on the south side of Silver Buck Lane, approximately 60 feet west of the centerline of Schaeffer's Grove Court.
3. One on the east side of Schaeffer's Grove Court, approximately 360 feet south of the centerline of Silver Buck Lane.
4. One on the east side of Silver Buck Lane, approximately 325 feet north of the centerline of Lisa Ridge.
5. One on the north side of Lisa Ridge, approximately 170 feet east of the centerline of Silver Buck Lane.
6. One on the north side of Lisa Ridge, approximately 625 feet east of the centerline of Silver Buck Lane.

Wild Horse Bluffs: Two (2) fire hydrants at the following locations:

1. One on the north side of Wild Horse Creek Road at a point approximately 40 feet west of the lot line shared by lots 3 and 4.

2. One on the north side of Wild Horse Creek Road at a point approximately 41 feet east of the lot line shared by lots 1 and 2.

Gateway Studios: Seven (7) fire hydrants at the following locations:

1. One on the west side of private road, 153 feet north of the centerline of Chesterfield Airport Road.
2. One on the west side of private road, 414 feet north of the centerline of Chesterfield Airport Road.
3. One on the south side of private road, 595 feet north of the centerline of Chesterfield Airport Road.
4. One on the south side of private road, 690 feet north of the centerline of Chesterfield Airport Road.
5. One on the south side of private road, 690 feet north of the centerline of Chesterfield Airport Road.
6. One on the south side of private road, 695 feet north of the centerline of Chesterfield Airport Road.
7. One on the south side of private road, 589 feet north of the centerline of Chesterfield Airport Road.

Spirit Valley Business Park Phase II: Eleven (11) fire hydrants at the following locations:

1. One on the east side of Spirit Valley West Drive, approximately 100 feet south of the intersection of Spirit Valley West and Olive Street Road.
2. One on the east side of Spirit Valley West Drive, approximately 355 feet south of the intersection of Spirit Valley West and Olive Street Road.
3. One on the east side of Spirit Valley West Drive, approximately 655 feet south of the intersection of Spirit Valley West and Olive Street Road.
4. One on the east side of Spirit Valley West Drive, approximately 955 feet south of the intersection of Spirit Valley West and Olive Street Road.
5. One on the east side of Spirit Valley West Drive, approximately 1,255 feet south of the intersection of Spirit Valley West and Olive Street Road.
6. One on the east side of Spirit Valley West Drive, approximately 1,555 feet south of the intersection of Spirit Valley West and Olive Street Road.
7. One on the east side of Spirit Valley West Drive, approximately 1,855 feet south of the intersection of Spirit Valley West and Olive Street Road.
8. One on the south side of Spirit Valley West Drive, approximately 560 feet west of the intersection of Spirit Valley West and Spirit Valley Central Drive.
9. One on the south side of Olive Street Road, approximately 825 feet west of the intersection of Olive Street Road and Spirit Valley Central Drive.
10. One on the south side of Olive Street Road, approximately 540 feet west of the intersection of Olive Street Road and Spirit Valley Central Drive.
11. One on the south side of Olive Street Road, approximately 240 feet west of the intersection of Olive Street Road and Spirit Valley Central Drive.

Section 2. The Missouri American Water Company is authorized to install said fire hydrants at the aforesaid location.

Section 3. 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: 8/7/2023

I, Russell Adams, Fire Chief of the Monarch Fire Protection District, Incorporated as a political subdivision under the laws of the STATE OF MISSOURI, DO HERE BY CERTIFY that at a meeting of the Board of Directors of said Fire District, duly called and held on the 9th day of March, 2023, at which a quorum was present, the following action was taken:

"Upon motion duly made, seconded and carried, the following resolution was unanimously adopted."

WHEREAS, pursuant to MISSOURI PUBLIC SERVICE COMMISSION ORDER NO. 4, issued on November the 28th, 1969, Missouri-American Water Company has promulgated certain rules relating to the location of fire hydrants by incorporated Fire Districts: and,

WHEREAS, The Insurance Services Office of Missouri has specified the location of 2 public fire hydrant(s) in Legends at Schoettler Pointe (subdivision) as follows:


1. On the west side of Schoettler Pt., approximately 350 feet north of the centerline of Schoettler Road.
2. On the west side of Schoettler Pt. cul-de-sac, approximately 700 feet north of the centerline of Schoettler Road.

WHEREAS, The Insurance Services Office of Missouri has specified the minimum fire flow for Legends at Schoettler Pointe (subdivision) to be 2,250 GPM at 20 PSIG:

WHEREAS, for the purpose of keeping fire insurance rated as low as possible, the MONARCH FIRE PROTECTION DISTRICT has always fixed the location of fire hydrants, and fire flows in accordance with the recommendations of the Insurance Service Office of Missouri:

NOW THEREFORE, BE IT RESOLVED, that the Missouri-American Water Company install said 2 public fire hydrant(s) at the aforesaid location(s),

IN WITNESS THEREOF, I have hereunto set my hand as Fire Chief of the Monarch Fire Protection District, and have caused the corporate seal of said Fire District to be affixed this 9th day of March, 2023.



FIRE CHIEF

I, Russell Adams, Fire Chief of the Monarch Fire Protection District, Incorporated as a political subdivision under the laws of the STATE OF MISSOURI, DO HERE BY CERTIFY that at a meeting of the Board of Directors of said Fire District, duly called and held on the 9th day of March, 2023, at which a quorum was present, the following action was taken:

"Upon motion duly made, seconded and carried, the following resolution was unanimously adopted."

WHEREAS, pursuant to MISSOURI PUBLIC SERVICE COMMISSION ORDER NO. 4, issued on November the 28th, 1969, Missouri-American Water Company has promulgated certain rules relating to the location of fire hydrants by incorporated Fire Districts: and,

WHEREAS, The Insurance Services Office of Missouri has specified the location of 6 public fire hydrant(s) in Schaeffer's Grove (subdivision) as follows:

1. On the south side of Silver Buck Lane, approximately 500 feet west of the centerline of Schaeffers Grove Court.
2. On the south side of Silver Buck Lane, approximately 60 feet west of the centerline of Schaeffers Grove Court.
3. On the east side of Schaeffers Grove Court, approximately 360 feet south of the centerline of Silver Buck Lane.
4. On the east side of Silver Buck Lane, approximately 325 feet north of the centerline of Lisa Ridge.
5. On the north side of Lisa Ridge, approximately 170' east of the centerline of Silver Buck Lane.
6. On the north side of Lisa Ridge, approximately 625' east of the centerline of Silver Buck Lane.

WHEREAS, The Insurance Services Office of Missouri has specified the minimum fire flow for Schaeffer's Grove (subdivision) to be 2,250 GPM at 20 PSIG:

WHEREAS, for the purpose of keeping fire insurance rated as low as possible, the MONARCH FIRE PROTECTION DISTRICT has always fixed the location of fire hydrants, and fire flows in accordance with the recommendations of the Insurance Service Office of Missouri:

NOW THEREFORE, BE IT RESOLVED, that the Missouri-American Water Company install said 6 public fire hydrant(s) at the aforesaid location(s),

IN WITNESS THEREOF, I have hereunto set my hand as Fire Chief of the Monarch Fire Protection District, and have caused the corporate seal of said Fire District to be affixed this 9th day of March, 2023.


FIRE CHIEF

I, Russell Adams, Fire Chief of the Monarch Fire Protection District, Incorporated as a political subdivision under the laws of the STATE OF MISSOURI, DO HERE BY CERTIFY that at a meeting of the Board of Directors of said Fire District, duly called and held on the 9th day of March, 2023, at which a quorum was present, the following action was taken:

"Upon motion duly made, seconded and carried, the following resolution was unanimously adopted."

WHEREAS, pursuant to MISSOURI PUBLIC SERVICE COMMISSION ORDER NO. 4, issued on November the 28th, 1969, Missouri-American Water Company has promulgated certain rules relating to the location of fire hydrants by incorporated Fire Districts: and,

WHEREAS, The Insurance Services Office of Missouri has specified the location of 2 public fire hydrant(s) in Wild Horse Bluffs (subdivision) as follows:

1. On the north side of Wild Horse Creek Road at a point approximately 40 feet West of the lot line shared by lots 3 and 4
2. On the north side of Wild Horse Creek Road at a point approximately 41 feet East of the lot line shared by lots 1 and 2.

WHEREAS, The Insurance Services Office of Missouri has specified the minimum fire flow for Wild Horse Bluffs (subdivision) to be 2,250 GPM at 20 PSIG:

WHEREAS, for the purpose of keeping fire insurance rated as low as possible, the MONARCH FIRE PROTECTION DISTRICT has always fixed the location of fire hydrants, and fire flows in accordance with the recommendations of the Insurance Service Office of Missouri:

NOW THEREFORE, BE IT RESOLVED, that the Missouri-American Water Company install said 2 public fire hydrant(s) at the aforesaid location(s),

IN WITNESS THEREOF, I have hereunto set my hand as Fire Chief of the Monarch Fire Protection District, and have caused the corporate seal of said Fire District to be affixed this 9th day of March, 2023.


FIRE CHIEF

I, Russell Adams, Fire Chief of the Monarch Fire Protection District, Incorporated as a political subdivision under the laws of the STATE OF MISSOURI, DO HERE BY CERTIFY that at a meeting of the Board of Directors of said Fire District, duly called and held on the 29th day of June, 2023, at which a quorum was present, the following action was taken:

"Upon motion duly made, seconded and carried, the following resolution was unanimously adopted."

WHEREAS, pursuant to MISSOURI PUBLIC SERVICE COMMISSION ORDER NO. 4, issued on November the 28th, 1969, Missouri-American Water Company has promulgated certain rules relating to the location of fire hydrants by incorporated Fire Districts: and,

WHEREAS, The Insurance Services Office of Missouri has specified the location of 7 public fire hydrant(s) in Gateway Studios, along the private road (formerly known as Spirit Commerce Drive) connecting Chesterfield Airport Road and Spirit of St. Louis Boulevard (subdivision) as follows:


1. West side of road, 153 feet north of the centerline of Chesterfield Airport Road.
2. West side of road, 414 feet north of the centerline of Chesterfield Airport Road.
3. South side of road, 595 feet north of the centerline of Chesterfield Airport Road.
4. South side of road, 690 feet north of the centerline of Chesterfield Airport Road.
5. South side of road, 690 feet north of the centerline of Chesterfield Airport Road.
6. South side of road 695 feet north of the centerline of Chesterfield Airport Road.
7. South side of road, 589 feet north of the centerline of Chesterfield Airport Road.

WHEREAS, The Insurance Services Office of Missouri has specified the minimum fire flow for Gateway Studios (subdivision) to be 1,500 GPM at 20 PSIG:

WHEREAS, for the purpose of keeping fire insurance rated as low as possible, the MONARCH FIRE PROTECTION DISTRICT has always fixed the location of fire hydrants, and fire flows in accordance with the recommendations of the Insurance Service Office of Missouri:

NOW THEREFORE, BE IT RESOLVED, that the Missouri-American Water Company install said 7 public fire hydrant(s) at the aforesaid location(s),

IN WITNESS THEREOF, I have hereunto set my hand as Fire Chief of the Monarch Fire Protection District, and have caused the corporate seal of said Fire District to be affixed this 29th day of June, 2023.



FIRE CHIEF

I, Russell Adams, Fire Chief of the Monarch Fire Protection District, Incorporated as a political subdivision under the laws of the STATE OF MISSOURI, DO HERE BY CERTIFY that at a meeting of the Board of Directors of said Fire District, duly called and held on the 29th day of June, 2023, at which a quorum was present, the following action was taken:

"Upon motion duly made, seconded and carried, the following resolution was unanimously adopted."

WHEREAS, pursuant to MISSOURI PUBLIC SERVICE COMMISSION ORDER NO. 4, issued on November the 28th, 1969, Missouri-American Water Company has promulgated certain rules relating to the location of fire hydrants by incorporated Fire Districts: and,

WHEREAS, The Insurance Services Office of Missouri has specified the location of 11 public fire hydrant(s) in Spirit Valley Business Park Phase II (subdivision) as follows:

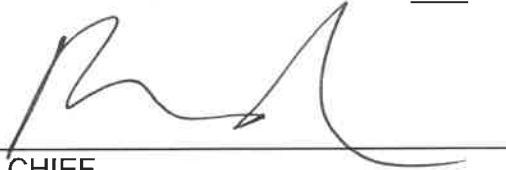
1. On the East side of Spirit Valley West Drive, approximately 100.0 feet South of the intersection of Spirit Valley West and Olive Street Road.
2. On the East side of Spirit Valley West Drive, approximately 355 feet South of the intersection of Spirit Valley West and Olive Street Road.
3. On the East side of Spirit Valley West Drive, approximately 655 feet South of the intersection of Spirit Valley West and Olive Street Road.
4. On the East side of Spirit Valley West Drive, approximately 955 feet South of the intersection of Spirit Valley West and Olive Street Road.
5. On the East side of Spirit Valley West Drive, approximately 1,255 feet South of the intersection of Spirit Valley West and Olive Street Road.
6. On the East side of Spirit Valley West Drive, approximately 1,555 feet South of the intersection of Spirit Valley West and Olive Street Road.
7. On the East side of Spirit Valley West Drive, approximately 1,855 feet South of the intersection of Spirit Valley West and Olive Street Road.
8. On the South side of Spirit Valley West Drive, approximately 560 feet West of the intersection of Spirit Valley West and Spirit Valley Central Drive.
9. On the South side of Olive Street Road, approximately 825 feet West of the intersection of Olive Street Road and Spirit Valley Central Drive.
10. On the South side of Olive Street Road, approximately 540 feet West of the intersection of Olive Street Road and Spirit Valley Central Drive.
11. On the South side of Olive Street Road, approximately 240 feet West of the intersection of Olive Street Road and Spirit Valley Central Drive.

WHEREAS, The Insurance Services Office of Missouri has specified the minimum fire flow for Spirit Valley Business Park Phase II (subdivision) to be 3,000 GPM at 20 PSIG:

WHEREAS, for the purpose of keeping fire insurance rated as low as possible, the MONARCH FIRE PROTECTION DISTRICT has always fixed the location of fire hydrants, and fire flows in accordance with the recommendations of the Insurance Service Office of Missouri:

NOW THEREFORE, BE IT RESOLVED, that the Missouri-American Water Company install said 11 public fire hydrant(s) at the aforesaid location(s),

IN WITNESS THEREOF, I have hereunto set my hand as Fire Chief of the Monarch Fire Protection District, and have caused the corporate seal of said Fire District to be affixed this 29th day of June, 2023.



FIRE CHIEF

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

JW

Date: August 07, 2023

RE: **Wild Horse Heights (Lot EE, Lot DD), Boundary Adjustment Plat:** A Boundary Adjustment Plat for a 7.54-acre tract of land located south of Fick Farm Road (18W310322, 18W310311).

Summary

Saddam Mutan has submitted a request for a Boundary Adjustment Plat for a 7.54-acre tract of land (Lot AE). This tract of land includes the 3.01-acre parcel addressed as 227 Fick Farm Road (Lot EE) and 4.53 acres of 235 Fick Farm Road (Lot DD). Both lots are part of the Wild Horse Heights subdivision.

The purpose of this Boundary Adjustment Plat is to remove a lot line between two lots of Wild Horse Heights Subdivision to combine the lots.

Attachments: Boundary Adjustment Plat, Legislation



Figure 1: Subject Site Aerial

BILL NO. 3461

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A BOUNDARY ADJUSTMENT PLAT FOR A 7.54-ACRE TRACT OF LAND LOCATED SOUTH OF FICK FARM ROAD (18W310322, 18W310311).

WHEREAS, Saddam Mutan has submitted for review and approval a Boundary Adjustment Plat for the above referenced properties located south of Fick Farm Road; and,

WHEREAS, the purpose of the Boundary Adjustment Plat is to adjust the boundary line between Lot DD (Wild Horse Height subdivision) and Lot EE (Wild Horse Height subdivision) to create one larger lot for Lot AE; and,

WHEREAS, the Department of Planning has reviewed the Boundary Adjustment Plat in accordance with the Unified Development Code of the City of Chesterfield and has found it to be in compliance with all applicable ordinances and has forwarded said Boundary Adjustment Plat to the City Council.

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

Section 1. The Boundary Adjustment Plat which is attached hereto as “Exhibit 1” and made part hereof as if fully set out herein is hereby approved; the owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

Section 2. The Mayor and City Clerk are authorized and directed to evidence the approval of the said Boundary Adjustment Plat by affixing their signatures and the official seal of the City of Chesterfield as required on the said document.

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

Passed and approved this _____ day of _____, 2023.

PRESIDING OFFICER

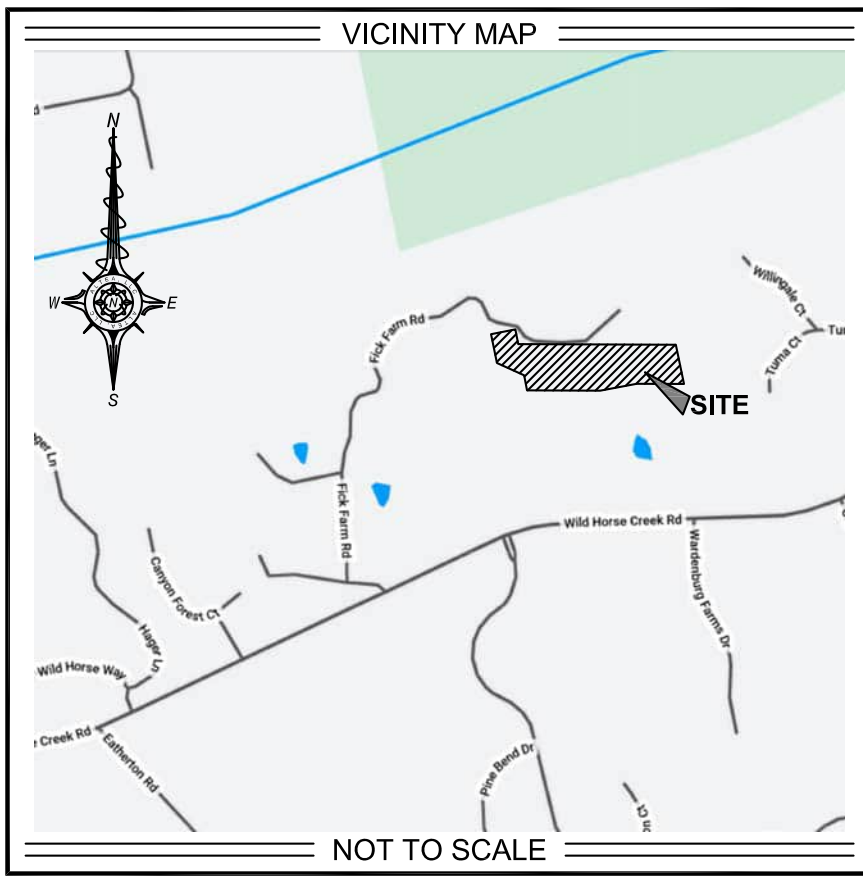
Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 08/10/2023

CONSOLIDATION OF ADJUSTED LOT DD AND ADJUSTED LOT EE OF BOUNDARY ADJUSTMENT PLAT OF ADJUSTED LOTS A, B, D AND E OF WILD HORSE HEIGHTS, A BOUNDARY ADJUSTMENT PLAT RECORDED IN PLAT BOOK 348 PAGE 415 AND A TRACT OF LAND IN U.S. SURVEYS 153 AND 164, TOWNSHIP 45 NORTH, RANGE 3 EAST PLAT BOOK: 352 PAGE: 82 ST. LOUIS COUNTY, MISSOURI



ABBREVIATIONS	
I.P.	= IRON PIPE
B.M.	= BENCH MARK
P.B.	= PLAT BOOK
BK.	= BOOK
ESMT.	= EASEMENT
N/F	= NOW OR FORMERLY
ASPH.	= ASPHALT
PROP.	= PROPERTY
FL.	= FLOW LINE
(R)	= RECORD
(C)	= CALCULATED
T.F.	= TOP OF FOUNDATION
R.O.W.	= RIGHT-OF-WAY
P.V.C.	= POLYVINYL CHLORIDE PIPE
R.C.P.	= REINFORCED CONCRETE PIPE
V.C.P.	= VITRIFIED CLAY PIPE
I.R.	= IRON ROD
ELEV.	= ELEVATION
PG.	= PAGE
S.F.	= SQUARE FEET
BLDG.	= BUILDING
CONC.	= CONCRETE
R.O.W.	= RIGHT-OF-WAY
COR.	= CORNER
CL.	= CENTERLINE
(S)	= SURVEYED
(NR)	= NON-RADIAL
F.F.	= FINISHED FLOOR

SURVEY MARKERS	
⊙	FOUND/SET SEMI-PERMANENT MONUMENT
⊕	FOUND/SET PERMANENT MONUMENT
+	FOUND/SET CROSS
⬇	FOUND/SET ANCHOR
⊥	FOUND/SET NOTCH
↘	FOUND/SET ARROW
□	SET STAKE
⊙	SITE BENCHMARK

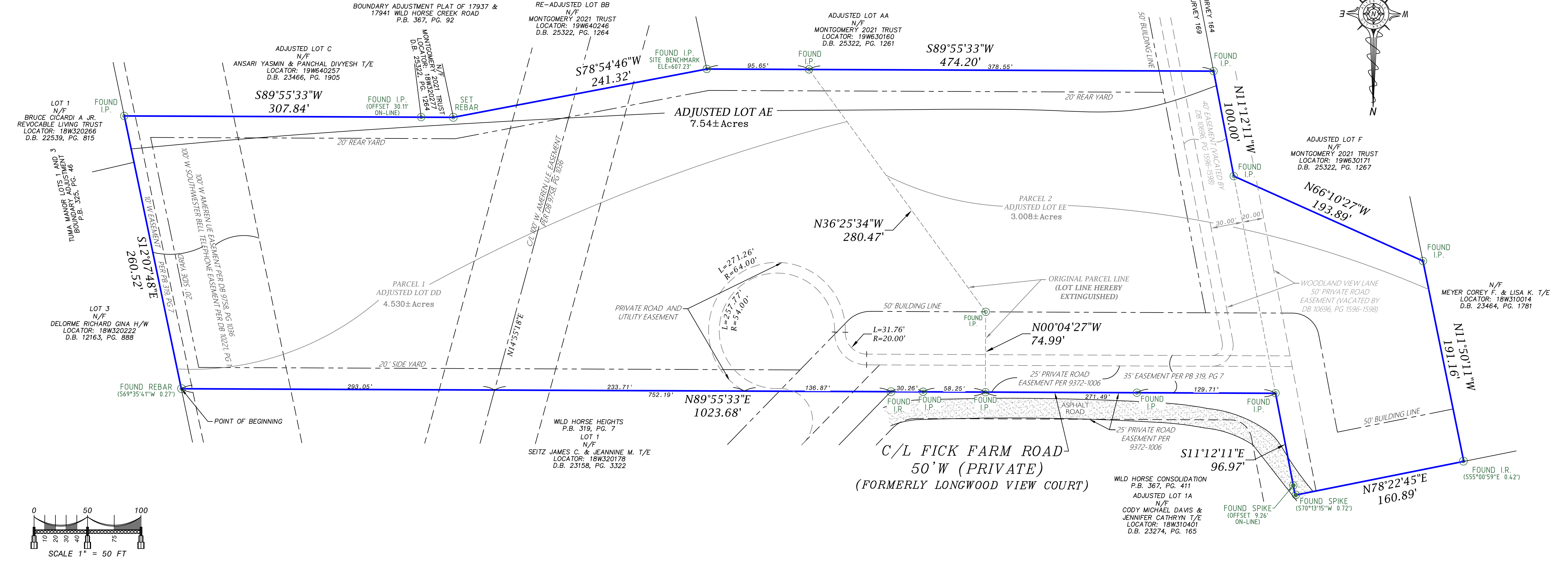
LINE TYPES	
—	BOUNDARY LINE
- - -	EASEMENT LINE
- · - · -	SETBACK LINE
- · - · -	PARCEL LINE
- · - · -	U.S. SURVEY SECTION LINE
○	CHAIN FENCE
□	WOOD/VINYL METAL FENCE
x	WIRE FENCE
▬	BUILDING FOOTPRINT
—	CENTERLINE

- SURVEYOR'S NOTES**
- THIS PLAT CONTAINS 7.54 ACRES MORE OR LESS. (328,370 SQUARE FEET MORE OR LESS) THE SUBJECT TRACT IS CURRENTLY ZONED "NU" NON-URBAN DISTRICT ACCORDING TO ST. LOUIS COUNTY, MISSOURI ONLINE ASSESSOR'S MAP.
 - SOURCE OF RECORD DESCRIPTION: DEED DOC# 2022033000088 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS.
 - A LAND DISTURBANCE PERMIT FOR ANY NEW CONSTRUCTION ON THIS SITE MAY BE REQUIRED. BOUNDARY ADJUSTMENT PLAT APPROVAL IS NOT TO BE CONSIDERED AS APPROVAL OF A LAND DISTURBANCE PERMIT.
 - BASIS OF BEARINGS: BASIS OF ELEVATIONS AND BEARINGS ARE DERIVED FROM TIES TO MISSOURI STATE PLANE COORDINATES USING GPS OBSERVATIONS REFERENCED TO MODOT VRS NETWORK ON AUGUST 24, 2022 WITH THE FOLLOWING PARAMETERS:
ZONE MISSOURI EAST 2401
VRS BASE STATION PRS1258813930 (CORS-ID MOOF)
N (Y) = 324131.152 (METERS)
E (X) = 232983.491 (METERS)
COMBINED FACTOR = 0.99993680
VERTICAL DATUM: NAVD88 (GEOID12B)
 - SETBACKS:
FRONT SETBACK: 50 FEET OF ANY ROADWAY / RIGHT-OF-WAY
SIDE SETBACK: 20 FEET
REAR SETBACK: 20 FEET

SURVEYOR'S STATEMENT

THIS IS TO DECLARE TO SADDAM MUTAN, ALLIANT NATIONAL TITLE INSURANCE COMPANY AND INVESTORS TITLE COMPANY THAT AT THEIR REQUEST, ALTEA, LLC HAS DURING THE MONTH OF JUNE, 2023, EXECUTED A RESURVEY OF A TRACT OF LAND BEING ADJUSTED LOT DD & ADJUSTED LOT EE OF BOUNDARY ADJUSTMENT PLAT OF ADJUSTED LOTS A, B, D AND E OF WILD HORSE HEIGHTS, A BOUNDARY ADJUSTMENT PLAT AND A TRACT OF LAND IN U.S. SURVEYS 153 AND 164, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 352, PAGE 82 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS AND BASED UPON THE RESULTS OF SAID RESURVEY HAVE ADJUSTED THE TRACT IN THE MANNER SHOWN HEREON. THE RESULTS OF SAID RESURVEY ARE IN MY PROFESSIONAL OPINION, CORRECTLY INDICATED ON THE ABOVE PLAT. THIS RESURVEY WAS EXECUTED IN ACCORDANCE WITH THE CURRENT STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS, AND LANDSCAPE ARCHITECTS FOR URBAN CLASS PROPERTY AT THE TIME OF THIS RESURVEY.

AS AGENT OF ALTEA, LLC
DATE: 7-12-23



PROPERTY DESCRIPTION (ORIGINAL)

ORIGINAL PARCEL 1:
ADJUSTED LOT DD OF THE BOUNDARY ADJUSTMENT PLAT OF ADJUSTED LOTS A, B, D AND E OF WILD HORSE HEIGHTS BOUNDARY ADJUSTMENT PLAT RECORDED IN PLAT BOOK 348 PAGE 415. A SUBDIVISION IN ST. LOUIS COUNTY, MISSOURI, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 352 PAGE 82 OF THE ST. LOUIS COUNTY RECORDS.

ORIGINAL PARCEL 2:
ADJUSTED LOT EE OF THE BOUNDARY ADJUSTMENT PLAT OF ADJUSTED LOTS A, B, D AND E OF WILD HORSE HEIGHTS BOUNDARY ADJUSTMENT PLAT RECORDED IN PLAT BOOK 348 PAGE 415. A SUBDIVISION IN ST. LOUIS COUNTY, MISSOURI, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 352 PAGE 82 OF THE ST. LOUIS COUNTY RECORDS.

PROPERTY DESCRIPTION (SURVEYED)

ADJUSTED LOT AE:
ADJUSTED LOT DD AND ADJUSTED LOT EE OF BOUNDARY ADJUSTMENT PLAT OF ADJUSTED LOTS A, B, D AND E OF WILD HORSE HEIGHTS BOUNDARY ADJUSTMENT PLAT RECORDED IN PLAT BOOK 348 PAGE 415 AND A TRACT OF LAND IN U.S. SURVEYS 153 AND 164, TOWNSHIP 45 NORTH, RANGE 3 EAST, AS RECORDED IN PLAT BOOK 352 PAGE 82 OF THE ST. LOUIS COUNTY RECORDS AND FURTHER DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEASTERN CORNER OF ADJUSTED LOT DD OF BOUNDARY ADJUSTMENT PLAT OF ADJUSTED LOTS A, B, D AND E OF WILD HORSE HEIGHTS BOUNDARY ADJUSTMENT RECORDED IN PLAT BOOK 348 PAGE 415 AND A TRACT OF LAND IN U.S. SURVEYS 153 AND 164, TOWNSHIP 45 NORTH, RANGE 3 EAST, AS RECORDED IN PLAT BOOK 352 PAGE 82 OF THE ST. LOUIS COUNTY RECORDS; THENCE SOUTH 12 DEGREES 07 MINUTES 48 SECONDS EAST, 260.52 FEET TO THE SOUTHEAST CORNER OF ADJUSTED LOT DD OF SAID SUBDIVISION; THENCE ALONG THE SOUTHERN LINE OF ADJUSTED LOT DD AND ADJUSTED LOT EE THE FOLLOWING COURSES, SOUTH 89 DEGREES 55 MINUTES 33 SECONDS WEST, 307.84 FEET; THENCE SOUTH 78 DEGREES 54 MINUTES 46 SECONDS WEST, 241.32 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 33 SECONDS WEST, 474.20 FEET; THENCE NORTH 11 DEGREES 12 MINUTES 11 SECONDS WEST, 100.00 FEET; THENCE NORTH 66 DEGREES 10 MINUTES 27 SECONDS WEST, 193.89 FEET; THENCE ALONG THE WEST LINE OF ADJUSTED LOT EE OF SAID SUBDIVISION, NORTH 11 DEGREES 50 MINUTES 11 SECONDS WEST, 191.16 FEET; THENCE ALONG THE NORTHERN LINE OF ADJUSTED LOT EE AND ADJUSTED LOT DD THE FOLLOWING COURSES, NORTH 78 DEGREES 22 MINUTES 45 SECONDS EAST, 160.89 FEET; THENCE SOUTH 11 DEGREES 12 MINUTES 11 SECONDS EAST, 96.97 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 33 SECONDS EAST, 1023.68 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.54 ACRES MORE OR LESS.

OWNER'S CERTIFICATE

THE UNDERSIGNED OWNERS OF THE LAND DESCRIBED IN THE FOREGOING SURVEYORS CERTIFICATE HAVE CAUSED SAID TRACTS OF LAND TO BE SURVEYED AND CONSOLIDATED AS SHOWN ON THIS PLAT, WHICH SHALL HEREAFTER BE KNOWN AS "CONSOLIDATION OF ADJUSTED LOT DD & ADJUSTED LOT EE".

THIS PLAT DOES NOT CREATE ANY NEW EASEMENTS, NOR DOES IT RELEASE ANY EXISTING EASEMENT RIGHTS.

THIS PLAT IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

THIS LOT ADJUSTMENT PLAT DOES NOT REDUCE ANY LOT BELOW THE MINIMUM REQUIRED FRONTAGE OR AREA PER THE CURRENT ZONING CLASSIFICATION.

IT IS HEREBY CERTIFIED THAT ALL TAXES ON THE SUBJECT TRACT HAVE BEEN PAID IN FULL.

SM PROPERTYS LLC.

SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____

PRINT NAME _____ PRINT NAME _____

STATE OF MISSOURI)
)SS
COUNTY OF _____)

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY APPEARED SADDAM MUTAN TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT SADDAM MUTAN EXECUTED THE SAME AS HIS FREE ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL ON THE DAY AND YEAR LAST ABOVE WRITTEN, IN THE STATE AND COUNTY FIRST ABOVE WRITTEN.

NOTARY PUBLIC: _____
PRINT NAME: _____
MY COMMISSION EXPIRES: _____

MUNICIPALITY CERTIFICATION

THIS IS TO CERTIFY THAT THE CONSOLIDATION PLAT OF ADJUSTED LOT DD & ADJUSTED LOT EE OF WILD HORSE HEIGHTS WAS APPROVED BY THE CITY COUNCIL FOR THE CITY OF CHESTERFIELD BY ORDINANCE NO. _____ ON THE _____ DAY OF _____, 20____, AND THEREBY AUTHORIZES THE RECORDING OF THIS RECORD PLAT WITH THE OFFICE OF THE ST. LOUIS COUNTY RECORDER OF DEEDS.

BOB NATION, MAYOR

VICKIE MCGOWND, CITY CLERK

TITLE NOTES

NOTE: FOR EASEMENTS, DEDICATIONS AND EXCEPTIONS, ALTEA, LLC HAS USED EXCLUSIVELY TITLE WORK PROVIDED BY INVESTORS TITLE COMPANY AS AGENT FOR ALLIANT NATIONAL TITLE INSURANCE COMPANY. COMMENT FILE NUMBER 720818, WITH AN EFFECTIVE DATE OF NOVEMBER 23, 2023 AT 10:30 AM. THE NOTES FROM SCHEDULE B-2 ARE AS FOLLOWS:

ITEMS 1 TO 7: GENERAL EXCEPTIONS WITH NO COMMENT BY SURVEYOR.
ITEM 8: EASEMENT FOR ROADWAY PER 9372-1006, AS SHOWN HEREON.
ITEM 9: EASEMENT TO UNION ELECTRIC COMPANY PER 9758-1006, AS SHOWN HEREON. THIS DOCUMENT APPEARS TO RELOCATE THE EASEMENT TO UNION ELECTRIC PER 2439-162.
ITEM 10: EASEMENT TO UNION ELECTRIC PER 10062-195, REFERS TO AN ESTIMATE PLAT NOT SUPPLIED TO SURVEYOR. EXACT LOCATION NOT DETERMINED.
ITEM 11: EASEMENT TO SOUTHWESTERN BELL TELEPHONE PER 10221-1, AS SHOWN HEREON.
ITEMS 12 TO 17: GENERAL EXCEPTIONS WITH NO COMMENT BY SURVEYOR.

REVISIONS

NO.	REVISION / ISSUE	DATE
2	ADDRESSED CITY COMMENTS	07/10/2023
1	REVISED R.O.W. TO BE VACATED	06/28/2023

SADDAM MUTAN
244 TURNBERRY PLACE
BALLWIN, MISSOURI, 63011
PHONE: (314)625-8401

ALTEA, LLC
Consulting Land Surveyors
3906 S. OLD HWY 94, SUITE 600
ST. CHARLES, MO 63304
PHONE: (636) 477-6000
FAX: (636) 898-0950
WWW.ALTEA.LLC.COM © 2023 ALTEA, LLC
ALTEA, LLC
PROFESSIONAL LAND SURVEYING
CERTIFICATE OF AUTHORITY: 2013023731

SHEET IDENTIFICATION
BOUNDARY ADJUSTMENT

PROJECT NUMBER	23-1387-BA-U2	
FIELD CREW:	ZSN/SJL	SHEET
SURVEYED:	01/05/2022	1 OF 1
DRAFTER:	ECR	
DRAFTED:	06/21/2023	
REVIEWER:	BLH	
REVIEWED:	06/28/2023	

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

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

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

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

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

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

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

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

Section 3. The City Clerk is directed to send a certified copy of this Ordinance to the Missouri Ethics Commission prior to September 15, 2023.

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

Passed and approved this _____ day of _____, 2023.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: _____