



AGENDA
CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Tuesday, April 16, 2024
7:00 PM

- I. CALL TO ORDER** – Mayor Bob Nation

- II. PLEDGE OF ALLEGIANCE** – Mayor Bob Nation

- III. MOMENT OF SILENT PRAYER** – Mayor Bob Nation

- IV. ROLL CALL** – City Clerk Vickie McGownd

- V. APPROVAL OF MINUTES** – Mayor Bob Nation
 - A. City Council Meeting Minutes** – March 18, 2024

- VI. INTRODUCTORY REMARKS** – Mayor Bob Nation
 - A. Thursday, April 18, 2024 – Planning & Public Works (5:30pm)**
 - B. Monday, May 6, 2024 – City Council (7:00pm)**

- VII. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation
 - A. Girl Scout Troops 696 and 3796**

- VIII. SWEARING-IN CEREMONY** – Vickie McGownd, City Clerk

Councilmember Mary Monachella, Ward I
Councilmember Mary Ann Mastorakos, Ward II
Councilmember Michael Moore, Ward III
Councilmember Merrell Hansen, Ward IV

- IX. ROLL CALL** – City Clerk Vickie McGownd

X. TEMPORARY ADJOURNMENT - RECEPTION – Mayor Bob Nation

XI. RE-CONVENE MEETING – Mayor Bob Nation

XII. APPOINTMENTS – Mayor Bob Nation

XIII. COUNCIL COMMITTEE REPORTS

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

- 1. Proposed Bill No. 3498 - P.Z. 01-2024 Carshield F.C. (Stock & Associates):** An ordinance amendment to add an additional 16.32-acre tract land zoned “NU” Non- Urban District to an existing 16.58-acre tract of land zoned “PI” Planned Industrial District and modify development criteria. **(First Reading) Planning Commission recommends approval, as amended. Planning & Public Works Committee recommends approval, as amended. Green Sheet Amendment recommended by Planning & Public Works Committee with the recommendation of adding a third site entrance for emergency access only.**

2. Next Meeting – April 18, 2024

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

- 1. Next Meeting – not yet scheduled**

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

- 1. Next Meeting – not yet scheduled**

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

- 1. Next Meeting – not yet scheduled**

XIV. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

A. Bid Recommendation – 2024 Asphalt Mill and Overlay Project
Recommendation to accept the low bid submitted by E Meier Contracting and to authorize the City Administrator to enter into an

agreement with E Meier Contracting in an amount not to exceed \$1,300,000 for the 2024 Asphalt Mill and Overlay Project. Additional recommendation is to authorize the City Administrator to approve the allocation of the remaining budgeted funds (\$500,000) to a change order with Amcon Municipal Concrete for additional concrete slab and sidewalk work. **(Roll Call Vote) Department of Public Works recommends approval.**

- B. Bid Recommendation – St. Louis Metro APWA Salt Cooperative**
Recommendation to City Council for its consideration of approval of the purchase of salt from Compass Minerals, on behalf of the St. Louis Metro APWA Salt Cooperative, at a price of \$87.41 per ton. This is a negotiated four percent increase over the cost provided by Compass during the 2023/2024 winter season. **(Roll Call Vote) Department of Public Works recommends approval.**
- C. Liquor License – Napoli Brothers Pizza and Pasta** – has requested a new liquor license for retail sale of all kinds intoxicating liquor, drinks to be consumed on premise, and Sunday sales. **(Voice Vote) Application has been reviewed by the Police Department and the Planning Department. There are no known outstanding municipal violations**

XV. OTHER LEGISLATION

- A. Proposed Bill No. 3497 - Tara Ridge (RP):** An ordinance providing for the approval of a Record Plat and Escrow Agreements for Tara Ridge Subdivision, a 35.0 acre tract of land zoned “PUD” Planned Unit Development District located on the north side of Wild Horse Creek Road. **(First & Second Reading) Planning and Public Works Committee recommends approval.**
- B. Proposed Bill No. 3499 – Parkland Donation** – An ordinance of the City of Chesterfield accepting the donation of 15.9 Acres of Parkland from Lower Missouri River, L.L.C **(First Reading)**
- C. Proposed Bill No. 3500 – Land Sale** – An ordinance of the City of Chesterfield authorizing the sale of 16.95 acres of excess real estate to Staenberg Advisors LLC or its affiliates **(First Reading)**
- D. Proposed Bill No. 3501 – Pathway on the Parkway** – 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 Pathway on the Parkway Project from Clarkson Road to Chesterfield Pines Lane. **(First Reading) Planning & Public Works Committee recommends approval.**

E. Proposed Bill No. 3502 – Vector Control Services Contract – An ordinance authorizing the City of Chesterfield to execute a contract with St. Louis County, Missouri for Vector Control Services and authorizing and directing the City Administrator of the City of Chesterfield to enter into a contract with St. Louis County, Missouri for Vector Control Service. **(First Reading) Planning & Public Works Committee recommends approval.**

F. Proposed Bill No. 3503 – 17955 – 18055 N Outer 40 Road (Gumbo Flats), Boundary Adjustment Plat – An ordinance providing for the approval of a Boundary Adjustment Plat for a 290.9-acres tract of land located north of North Outer 40 Road (16w620025, 16w620036, 16w610015, 16w330022, 17w640035, 16w330021, 16w320011, 16v110077, 16w310045, 16w240041). **(First and Second Reading) Department of Planning recommends approval.**

G. Proposed Bill No. 3504 – Vacation of Easement – An ordinance vacating an easement on part of lot 1 and lot 3 of Hay Barn Lane Plat Book 179, page 77 of the St. Louis County, Missouri records, located in U.S. surveys 370 & 1978, township 45 north, range 4 east of the fifth principal meridian, City of Chesterfield, St. Louis County, Missouri. **(First and Second Reading) Planning and Public Works Committee recommends approval.**

XVI. UNFINISHED BUSINESS

XVII. NEW BUSINESS

A. President Pro-Tem Selection

At the first regular meeting of the Council after the election in each year, which meeting shall occur at the time fixed by ordinance, but shall not be later than the fourth Tuesday in April, the Council shall elect one of its members President Pro-Tem who shall hold his/her office for the term of one (1) year, and who, in the absence of the Mayor, shall preside at the meetings of the Council; provided that in the absence of the Mayor and the President Pro-Tem, the Council may select one of its members present to preside at such meetings, who shall be styled "Acting President Pro-Tem."

B. Standing Committees (optional)

The newly elected President Pro-Tem shall appoint members of the Council to committees and designate Committee Chairpersons for each Standing Committee, subject to the approval of the City Council by formal vote taken not later than the first City Council meeting in May of every year. The new President Pro-Tem MAY be prepared to offer a Committee Slate for approval by the whole City Council but is not obligated to do so until the first Council meeting in May.

XVIII. 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.



RECORD OF PROCEEDING

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

MARCH 18, 2024

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

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

A roll call was taken with the following results:

PRESENT

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

ABSENT

Councilmember Aaron Wahl
Councilmember Dan Hurt

APPROVAL OF MINUTES

The minutes of the March 4, 2024 Executive Session were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Mastorakos, to approve the March 4, 2024 Executive Session minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the March 4, 2024 City Council meeting were submitted for approval. Councilmember Budoor made a motion, seconded by Councilmember Moore, to approve

the March 4, 2024 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

INTRODUCTORY REMARKS

Mayor Nation announced that the next meeting of City Council is scheduled for Tuesday, April 16, at 7 p.m.

COMMUNICATIONS AND PETITIONS

Mr. Scott Ririe, owner of Old House in Hog Hollow, spoke pertaining to the property.

Mr. Rick Ryan, 440 Coronado Drive, expressed support and indicated he was available to answer questions pertaining to Bill No. 3495 – P.Z. 12-2023 West County YMCA.

Ms. Kim Selness, 1875 Cedarmill Drive, expressed concern about development of the YMCA, trash at Central Park and graffiti on the lake spillway.

Ms. Lynne Strasser, 14701 Whitebrook Drive, expressed support as a patron of Old House in Hog Hollow.

Mr. Joseph Foley, 600 Spyglass Summit Drive, expressed support, as the nearest neighbor, for Old House in Hog Hollow.

Mr. Ty Wagner, Vice President of Properties for Gateway Region YMCA, expressed appreciation for City staff for their support through the process, and indicated he was available to answer questions pertaining to Bill No. 3495 – P.Z. 12-2023 West County YMCA.

Mr. Jared Beard, Executive Vice President and Chief Operating Officer of Gateway Region YMCA, expressed support and indicated he was available to answer questions pertaining to Bill No. 3495 – P.Z. 12-2023 West County YMCA.

Mr. Phil Strasser, 14701 Whitebrook Drive, expressed support of Old House in Hog Hollow, as a part-time employee and patron of the business.

APPOINTMENTS

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning & Public Works Committee

Bill No. 3495	Amends the Zoning Ordinance 2520 of the City of Chesterfield by changing the boundaries of the “PC” Planned Commercial District to a new “PC” Planned Commercial District for a 5.61 acre tract of land located west of W. Chesterfield Pkwy, south of Burkhardt
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Place, and north of Veteran's Place Dr. (18T340388, 18T620217)
**(Second Reading) Planning Commission recommends approval.
Planning & Public Works Committee recommends approval, as
amended. Additional amendments approved at First Reading of
Council**

Councilmember Merrell Hansen, Chairperson of the Planning & Public Works Committee, made a motion, seconded by Councilmember Monachella, for the second reading of Bill No. 3495. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3495 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3495 with the following results: Ayes – Monachella, McGuinness, Moore, Hansen, Mastorakos and Budoor. Nays – None. Whereupon Mayor Nation declared Bill No. 3495 approved, passed it and it became **ORDINANCE NO. 3285.**

Councilmember Hansen announced that the next meeting of this Committee is scheduled for Thursday, March 21, at 5:30 p.m.

Finance & Administration Committee

Bill No. 3496 Adopts the October 5, 2023 continuity of operations plan prepared by the City Administrator and authorizes the Mayor to enter into a phased retirement agreement with Michael O. Geisel, The City Administrator **(Second Reading) Finance and Administration Committee recommends approval**

Councilmember Michael Moore, Chairperson of the Finance & Administration Committee, made a motion, seconded by Councilmember Budoor, for the second reading of Bill No. 3496. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3496 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3496 with the following results: Ayes – McGuinness, Hansen, Monachella, Moore, Budoor and Mastorakos. Nays – None. Whereupon Mayor Nation declared Bill No. 3496 approved, passed it and it became **ORDINANCE NO. 3286.**

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 Staff is recommending award of a contract for production of the 2024 Citizen Newsletter. Based upon review of information provided by Assistant City Administrator Elliot Brown, Mr. Geisel joined with him in recommending approval for procurement of printing services from Minuteman Press for production of the 2024 Citizen Newsletter, at an estimated cost of \$63,600.

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

Mr. Geisel reported that Satchmo’s Bar & Grill, located at 13375 Olive Blvd., has requested a new liquor license to sell all kinds of liquor, to be consumed on premises and Sunday sales. Mr. Geisel reported that, per City policy, this application has been reviewed and is now recommended for approval by both the Police Department and Planning & Development Services. Councilmember Budoor made a motion, seconded by Councilmember Monachella, to approve issuance of a new liquor license to Satchmo’s Bar & Grill. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mr. Geisel reported that Staff is recommending award of a contract for painting at the Chesterfield Family Aquatic Center. Based upon review of information provided by Director of Parks, Recreation and Arts TW Dieckmann, Mr. Geisel joined with him in recommending approval of the lowest and best bid from CFAC Painting for painting services associated with the Chesterfield Aquatic Facility, and authorization for the City Administrator to execute a contract in an amount not to exceed \$57,744. Councilmember Mastorakos made a motion, seconded by Councilmember Moore, to approve this recommendation.

Councilmember McGuinness made a motion, seconded by Councilmember Moore, to amend the original motion by correcting the dollar amount to reflect an amount not to exceed \$50,744. A voice vote was taken with a unanimous affirmative result and the motion to amend was declared passed.

A roll call vote was taken on the original motion as amended, with the following results: Ayes – Monachella, Budoor, McGuinness, Mastorakos, Hansen and Moore. Nays – None. Whereupon Mayor Nation declared the motion passed.

OTHER LEGISLATION

There was no other legislation scheduled for this meeting.

UNFINISHED BUSINESS

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

NEW BUSINESS

There was no new business.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:48 p.m.

Mayor Bob Nation

ATTEST:

Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____

City of Chesterfield
Excess Checks (=> \$5,000)
MARCH 2024

DATE	CHECK #	VENDOR	DESCRIPTION	CHECK AMT	FUND
3/14/2024	1355	TECH ELECTRONICS, INC.	COUNCIL CHAMBERS A/V SYSTEM	\$ 29,862.54	137
3/21/2024	1356	BOND ARCHITECTS, INC.	PAY#1-ARCHITECTURAL SERVICES-AMPHITHEATER IMPROVEMENTS	11,631.75	137
3/7/2024	51881	DISTRICT	16365 LYDIA HILL DR, ACCT #0472321-9	13,370.79	119
3/21/2024	51939	FENCE AND DECK DEPOT	CFAC FENCING TO ENCLOSE CENTRAL PARK MAINTENANCE YARD	35,558.00	119
3/21/2024	51989	PAINTING TECHNOLOGIES, LLC	AMPHITHEATER CONCESSION FLOOR REPAIR-EPOXY AND POLYURETHANE	5,909.00	119
3/21/2024	51993	REDEXIM TURF PRODUCTS	MULTI SEEDER TO MAINTAIN BERMUDA TURF FIELDS AT CVAC	14,214.34	119
3/21/2024	52006	WESTERN LAWN EQUIPMENT	RIDE-ON AERATOR WITH SEEDER ATTACHMENT	16,870.00	119
3/28/2024	52010	CARDINAL PUMP COMPANY	PUMP FOR STREAM WALK AT CENTRAL PARK	14,525.00	119
3/28/2024	52013	DAKTRONICS, INC.	MIRACLE FIELD SCOREBOARD	9,982.00	119
3/1/2024	71685	DELTA DENTAL OF MISSOURI	MARCH 2024 DENTAL INSURANCE PREMIUMS	14,141.24	001
3/1/2024	71689	ST. LOUIS AREA HEALTH INSURANCE TRUST-MEDICAL	MARCH 2024 HEALTH INSURANCE PREMIUMS	221,342.33	001
3/7/2024	71694	ARMSTRONG TEASDALE LLP	PROFESSIONAL SERVICES THROUGH DECEMBER 2023 (WILDHORSE VILLAGE LP, CHESTERFIELD MALL, AND DILLARDS)	18,704.54	001
3/7/2024	71697	BOARD OF ELECTION	ANNUAL ELECTION DEPOSIT	29,241.18	001
3/7/2024	71726	ST. LOUIS COUNTY MISSOURI - TREASURER	MOSQUITO SPRAYING SERVICES	6,181.50	001
3/7/2024	71728	THE HARTFORD-PRIORITY ACCOUNTS	MARCH 2024 GROUP LIFE, LTD, STD, VOL LIFE, ACCIDENT, AND CRITICAL ILLNESS INSURANCE	14,678.81	001
3/7/2024	71734	VALLEY LODGING LLC	LANDSCAPE SURETY RELEASE, HAMPTON INN RENOVATION	30,000.00	808
3/14/2024	71739	AMEREN MISSOURI	690 CHESTERFIELD PKWY 0627147004	9,633.95	001
3/14/2024	71745	BLACKWELL CONTRACTING	SPECIAL USE PERMIT APPLICATION FEE REFUND	6,000.00	001
3/14/2024	71758	FOREMOST FITNESS GROUP	FITNESS CENTER EQUIPMENT (REIMBURSED BY WELLNESS GRANT)	8,981.45	001
3/14/2024	71762	HONKAMP KRUEGER & CO., P.C., HONKAMP P.C.	PROFESSIONAL SERVICES-2023 FINANCIAL STATEMENT AUDIT PROGRESS PAYMENT	8,240.00	001
3/14/2024	71778	OZARK BUILDING MATERIALS, LLC	2024 CONCRETE FOR STREET MAINTENANCE	6,902.37	001
3/14/2024	71784	ST. LOUIS COUNTY MISSOURI - POLICE DEPT	COMMUNICATIONS CONTRACT	17,734.32	121
3/14/2024	71794	TRUCK CENTERS, INC.	(2) 2.5 TON TRUCKS TO REPLACE S-106 AND S-107	209,348.00	120
3/21/2024	71815	GAMMA'S SHIELD SHADE TREE INC.	2024 STREET TREE AND STUMP REMOVAL	10,043.00	001
3/21/2024	71818	HESSE GRAVILLE, LLC	FEBRUARY 2024 MONTHLY LEGAL AND PROFESSIONAL SERVICE FEES	24,499.25	001
3/21/2024	71823	MURPHY COMPANY	HVAC PREVENTATIVE MAINTENANCE SERVICES (JAN-MAR)	6,206.25	001
3/21/2024	71826	PNC BANK	FEBRUARY-MARCH 2024 PNC MONTHLY CREDIT CARD STATEMENT	20,640.80	001
3/21/2024	71831	REUTHER FORD	PAY#1 - PURCHASE OF SUV TO REPLACE CA-6	33,700.00	001
3/21/2024	71832	REUTHER FORD	PAY#2 - PURCHASE OF F150 TO REPLACE E-16	44,907.00	001
3/28/2024	71867	MINUTEMAN PRESS	2024 SPRING CITIZEN NEWSLETTER-PRINTING	9,984.00	001
3/28/2024	71894	TOPE INC.	14988 MANOR RIDGE - SEWER REPAIR	5,602.00	110
				<u>\$ 908,635.41</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

AGENDA REVIEW – TUESDAY, APRIL 16, 2024 – 5:45 PM

An AGENDA REVIEW meeting has been scheduled to start at **5:45 PM, on Tuesday, April 16, 2024.**

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

UPCOMING MEETINGS/EVENTS

A. Thursday, April 18, 2024 – Planning & Public Works (5:30pm)

B. Monday, May 6, 2024 – City Council (7:00pm)

COMMUNICATIONS AND PETITIONS

A. Girl Scout Troops 696 and 3796

APPOINTMENTS

There are no appointments scheduled for Tuesday's meeting.

PLANNING AND PUBLIC WORKS COMMITTEE

Chair: Councilmember Merrell Hansen

Vice-Chair: Councilmember Dan Hurt

Proposed Bill No. 3498 - P.Z. 01-2024 Carshield F.C. (Stock & Associates): An ordinance amendment to add an additional 16.32-acre tract land zoned “NU” Non-Urban District to an existing 16.58-acre tract of land zoned “PI” Planned Industrial District and modify development criteria. **(First Reading) Planning Commission recommends approval, as amended. Planning & Public Works Committee recommends approval, as amended. Green Sheet Amendment recommended by Planning & Public Works Committee with the recommendation of adding a third site entrance for emergency access only.**

NEXT MEETING

The next meeting of the Planning and Public Works Committee is scheduled for Thursday, April 18, 2024, at 5:30 pm.

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

MEMORANDUM

TO: Mike Geisel, City Administrator
FROM: Justin Wyse, Director of Planning **JW**
SUBJECT: Planning & Public Works Committee Meeting Summary
Thursday, March 21, 2024



A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, March 21, 2024 in Conference Room 101.

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

Also in attendance were: Mayor Bob Nation (Mayor Nation arrived at 6:13pm); Alyssa Ahner, Senior Planner; Theresa Barnicle, Recording Secretary; and George Stock, Engineer for Applicant.

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

I. APPROVAL OF MEETING SUMMARY

A. Approval of the February 22, 2024 Committee Meeting Summary

Councilmember Mastorakos made a motion to approve the Meeting Summary of February 22, 2024. The motion was seconded by Councilmember Monachella and **passed by a voice vote of 3-0 with Councilmember Moore abstaining.**

II. UNFINISHED BUSINESS

III. NEW BUSINESS

- A. **P.Z. 01-2024 Carshield F.C. (Stock & Associates)**: An ordinance amendment to add an additional 16.32-acre tract land zoned "NU" Non-Urban District to an existing 16.58-acre tract of land zoned "PI" Planned Industrial District and modify development criteria (Ward 4).

STAFF PRESENTATION

Ms. Alyssa Ahner, Senior Planer presented the proposal from Stock & Associates Consulting Engineers Inc., on behalf of Carshield F.C., for an ordinance amendment to add an additional 16.32-acre tract land zoned "NU" Non-Urban District to an existing 16.58-acre tract of land zoned "PI" Planned Industrial District and modify development criteria for a proposed indoor/outdoor athletic facility with accessory uses.

The subject site is currently zoned "PI" Planned Industrial under governing Ordinance 3258 and the land is designated as "Industrial" in the Comprehensive Plan. The applicant is proposing combining 530 N. Eatherton (16.58 acres zoned "PI") and 550 N. Eatherton (16.32 acres zoned "NU") into one "PI" Planned Industrial District. The properties would share the majority of development criteria that was approved via Ordinance 3258 for 530 N. Eatherton in 2023. The applicant is proposing one modification to the existing development criteria which is revising the allowable maximum building height from forty (40) feet to sixty (60) feet. The permitted uses, floor area ratio building/parking setbacks, and openspace requirements would all remain the same.

It should be noted that the governing ordinance for 530 N. Eatherton currently allows a maximum lighting pole height of seventy (70) feet. If approved, the seventy (70) foot lighting pole height would also apply to 550 N. Eatherton. The applicant has received conceptual approval from the Spirit of St. Louis Airport and the lighting would continue to be evaluated during the Site Development Plan review process which would follow the rezoning.

PLANNING COMMISSION REPORT

A Public Hearing was held on February 12, 2024 at which time the Planning Commission discussed the proposed request. The increase in building height from forty (40) to sixty (60) feet was questioned. A representative explained that this is due to the increased width and depth of proposed larger building thus requiring a greater pitch.

The traffic impact on Eatherton was also discussed. The representative confirmed that a traffic impact study is currently underway and will be provided during the Site Development Plan review process. It was also mentioned that roadway improvements include a three (3) lane section of road and a continuous left-turn lane into the site.

DISCUSSION

The council questioned why there weren't two buildings, one for soccer and one for hockey.

The answer, explained by George Stock, Engineer for the Applicant, was a mix of economics and building design. He stated the original proposal was solely for soccer fields, but when the Carshield Hockey Club was able to acquire the land, they decided to move their hockey program to the site as well from the St. Peters RecPlex where they currently operate out of. Since the ice rinks were added, the building design would no longer work being designed with columns for support. This caused a need for the building to grow, and the building design had to accommodate this change, therefore trusses on the roof needed to span wider and grow taller. As it is now currently designed, there will be four half youth-sized soccer fields and two Division I-sized ice rinks located inside.

Councilmember Mastorakos had concerns about the allowed lighting for the plan. The tallest lights are planned to be 70 feet tall, and there will be eight lights of that size for the two of the outdoor soccer fields. Ms. Ahner assured the Councilmember if it is not field lighting, it has to adhere to the 20ft constraint per the City's requirement. And regardless of the height, all lights will be downward focusing, as the city requires cutoff shielded lighting; anything different would most likely not fly with the nearby Spirit of St. Louis Airport. Furthermore, during the site development process, all entities affected by the project such as utility companies or the airport, etc., would have to submit approvals for the plan before it could proceed.

The committee also had concerns about the usage of the small diamond of land across the street. The property is part of the City of Wildwood, and is zoned industrial. It was stated that Wildwood is not as sensitive as Chesterfield about the usage of their land. Concerns were raised about what future development may occupy it. Mr. Stock assured it was mainly levee and not much could be done with that land due to easements and the like.

Councilmember Monachella raised the question if having two curb cuts instead of three would be sufficient to handle the anticipated traffic volume. She was concerned in case of some sort of emergency situation, would patrons occupying the site be able to quickly exit. She brought up the idea of having a separate third entrance solely for emergency vehicles and personnel.

Councilmember Monachella made a motion to amend section III in the attachment A, to require a third entrance be added as previously designed at the northeast corner of the site to accommodate emergency vehicles. The motion was seconded by Councilmember Hansen and passed by a voice vote of 4-0.

After the amendment was passed, **Councilmember Monachella made a motion to forward P.Z. 01-2024 Carshield F.C (Stock & Associates) to City Council with a recommendation to approve with the amendment of adding a third entrance with an emergency gate.** The motion was seconded by Councilmember Mastorakos and **passed by a voice vote of 4-0.**

[Please see the attached report prepared by Alyssa Ahner, Senior Planner, for additional information on P.Z. 01-2024 Carshield F.C. (Stock & Associates).]

B. “The Valley” Sign Discussion (Councilmember Hansen):

Councilmember Hansen brought up a discussion item regarding installing signage at entry points into Chesterfield Valley and referencing its establishment – perhaps by Native American tribes, the Louisiana Purchase, or even several benchmark events of Chesterfield Valley in its early history.

Brief discussion ensued regarding a proposal to install signage as motorists enter Chesterfield Valley to identify it as “Chesterfield Valley” or “The Valley” as it is informally known. Councilmember Moore questioned who has the naming rights of the entity that is Chesterfield Valley. He believed the issue warranted further discussion in a future committee, but wanted to address the issue of branding.

Councilmember Mastorakos questioned if the idea behind the signage was not so much the idea of “The Valley”, but to also identify the Native American heritage in the area. She stated that the City has a unique opportunity to display the historical heritage of previous inhabitants of the Chesterfield area. Councilmember Hansen agreed and felt it was in the potential best interest to primarily utilize the signs as more of historical markers. Overall, she posed the question to the committee of whether or not the issue merits consideration to be placed on a future agenda for further discussion, to which all agreed and would be amicable to further discussion of the topic.

IV. OTHER

V. ADJOURNMENT

The meeting adjourned at 6:19 p.m.

Memorandum

Department of Planning



To: Michael O. Geisel

From: Justin Wyse, Director of Planning

Date: April 16th, 2024

RE: P.Z. 01-2024 Carshield F.C. (Stock & Associates): An ordinance amendment to add an additional 16.32-acre tract land zoned "NU" Non-Urban District to an existing 16.58-acre tract of land zoned "PI" Planned Industrial District and modify development criteria.

Summary

Stock & Associates Consulting Engineers Inc., on behalf of Carshield F.C., has submitted an ordinance amendment to add an additional 16.32-acre tract land zoned "NU" Non-Urban District to an existing 16.58-acre tract of land zoned "PI" Planned Industrial District and modify development criteria for a proposed indoor/outdoor athletic facility with accessory uses.

A Public Hearing was held on February 12th, 2024, and concerns regarding building height, lighting, and traffic were raised. The petition was subsequently reviewed by the Planning Commission on March 11th, 2024. At that time, the Commission made a motion to recommend approval with the condition that the lighting requirements be revised to differentiate between the allowable height for field lighting vs. all other lighting on site. The motion passed by a vote of 6-0. Staff has since revised the Attachment A to permit field lighting a maximum height of seventy (70) feet while all other site lighting shall adhere to City code.

The request was reviewed by the Planning & Public Works Committee on March 21st, 2024. At that time, the Committee made a recommendation to approve, as amended. The motion passed by a vote of 4-0. A Green Sheet Amendment with the recommendation of adding a third site entrance for emergency access only has been incorporated. A revised Preliminary Development Plan has been attached to the Green Sheet Amendment as Exhibit B depicting the recommendation.



Figure 1: Subject Site Aerial

GREEN SHEET AMENDMENT

The Planning and Public Works Committee recommended that the following change be made to the Preliminary Development Plan by a vote of 4-0:

AMENDMENT 1:

Preliminary Development Plan (attached as EXHIBIT B)

- The addition of a third site entrance located at the northwest corner of the property for emergency access only.

PRELIMINARY DEVELOPMENT PLAN TEXT AMENDMENT TO P.I. ORDINANCE 3258

A TRACT OF LAND BEING PART OF LOT 2 OF E. KROENING ESTATE AS RECORDED IN PLAT BOOK 11, PAGE 11 AND A TRACT OF LAND AS CONVEYED TO BURKHARDT FAMILY INVESTMENTS, LLC IN DEED BOOK 17645, PAGE 4855, ALL LOCATED IN U.S. SURVEY 362, TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

EXHIBIT B

ST. LOUIS COUNTY BENCHMARK

BENCHMARK # 11109 NAVD83(2011) Elev = 461.10
"Standard Aluminum Disk" stamped 31-41 1990 Disk is set along the east side of Eatherton Road. It is approximately 1.1 mile south of the intersection of Olive Street and Eatherton Road.

LOCATION MAP

Sheet No. 2643

PERTINENT DATA
OWNER - PARCEL 1: BURKHARDT FAMILY INVESTMENTS, LLC
OWNER UNDER CONTRACT: CARSHIELD F.C.
LOT AREA - PARCEL 1: 722,357 S.F. OR 16,583 AC.
LOT AREA - PARCEL 2: 712,290 S.F. OR 16,352 AC.
EXISTING ZONING: PLANNED INDUSTRIAL DISTRICT (ORD. 3258)
PROPOSED ZONING: UN-DEVELOPED
PROPOSED USE: ATHLETIC FIELDS
SITE ADDRESS: 530 & 550 NORTH EATHERTON DRIVE, CHESTERFIELD, MISSOURI 63005
LOCATOR NO: 17W130064 & 17W130075
WUNNENBERG'S: PG. 19, GRID 18-LL
FIRE DISTRICT: MONARCH FIRE PROTECTION DISTRICT
SCHOOL DISTRICT: ROCKWOOD
SEWER DISTRICT: METROPOLITAN ST. LOUIS SEWER DIST.
WATER: MISSOURI RIVER
FEMA MAP: 28180C0404K, FEB 4, 2015
AMERICAN ENERGY COMPANY: AMEREN UE
GAS COMPANY: SPIRE ENERGY
PHONE COMPANY: AT&T
WATER COMPANY: MISSOURI AMERICAN WATER COMPANY

BUILDING AND PARKING SETBACKS

- STRUCTURE SETBACKS:**
- THIRTY-FIVE (35) FEET FRONT
 - THIRTY (30) FEET REAR
 - TWELVE (12) FEET SIDE
- PARKING SETBACKS:**
- TWENTY-FIVE (25) FEET FRONT
 - TWENTY-FIVE (25) FEET REAR
 - TEN (10) FEET SIDE

F.A.R. CALCULATION

MAXIMUM FLOOR AREA RATIO (F.A.R.) OF 0.55
PROVIDED F.A.R. = 0.20

OPEN SPACE

MINIMUM 35.0% OPEN SPACE
PROVIDED OPENSPACE = 49.8%

BUILDING HEIGHT

A MAXIMUM HEIGHT OF 60.0'

ST. LOUIS COUNTY STANDARD NOTES

- ALL PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED TO ST. LOUIS COUNTY STANDARDS.
- NO SLOPES SHALL EXCEED 3 (HORIZONTAL) TO 1 (VERTICAL) WITHIN ST. LOUIS COUNTY RIGHT-OF-WAY UNLESS JUSTIFIED BY A GEOTECHNICAL REPORT, WHICH HAS BEEN APPROVED BY ST. LOUIS COUNTY, AND DESIGNED IN FULL COMPLIANCE WITH ROADSIDE SAFETY STANDARDS.
- STORM WATER SHALL BE DISCHARGED AT AN ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE DISCHARGE POINTS.
- ALL PROPOSED ACCESS TO ST. LOUIS COUNTY ROADS SHALL MEET MINIMUM ST. LOUIS COUNTY RIGHT-OF-WAY DISTANCE REQUIREMENTS.
- ALL GRADING AND DRAINAGE SHALL BE IN CONFORMANCE WITH ST. LOUIS COUNTY AND MSD STANDARDS.
- ALL ABOVE-GROUND UTILITIES OR OTHER POTENTIAL OBSTRUCTIONS WITHIN THE ST. LOUIS COUNTY ROAD RIGHT-OF-WAY SHALL HAVE A MINIMUM SETBACK, AS DIRECTED BY THE ST. LOUIS COUNTY DEPARTMENT OF TRANSPORTATION, AS PRESCRIBED IN SECTION 5.10 OF THE ST. LOUIS COUNTY DESIGN CRITERIA MANUAL "ROADSIDE DESIGN REQUIREMENTS".
- ANY ENTITY THAT PERFORMS WORK ON ST. LOUIS COUNTY MAINTAINED PROPERTY SHALL PROVIDE THE COUNTY WITH A CERTIFICATE OF INSURANCE ENDORSING THE GENERAL LIABILITY COVERAGE (BODILY INJURY AND PROPERTY DAMAGE) IN THE AMOUNTS SPECIFIED AS THE LIMITS OF LIABILITY SET BY THE STATE FOR PUBLIC ENTITIES. SUCH CERTIFICATE SHALL INCLUDE ST. LOUIS COUNTY AS AN ADDITIONAL INSURED AND SHALL BE PROVIDED PRIOR TO THE ISSUANCE OF ANY PERMIT. CERTIFICATE SHALL PROVIDE FOR A 30 DAY POLICY CANCELLATION NOTICE TO ST. LOUIS COUNTY. UPON REQUEST, THE COUNTY WILL PROVIDE THE SPECIFIC AMOUNTS FOR BOTH PERSON AND PER OCCURRENCE LIMITS.
- PRIOR TO SPECIAL USE PERMIT ISSUANCE BY THE ST. LOUIS COUNTY DEPARTMENT OF HIGHWAYS AND TRAFFIC, A SPECIAL CASH ESCROW OR A SPECIAL ESCROW SUPPLEMENTED BY AN IRREVOCABLE LETTER OF CREDIT, MAY BE REQUIRED TO BE ESTABLISHED WITH THE ST. LOUIS COUNTY DEPARTMENT OF HIGHWAYS AND TRAFFIC TO GUARANTEE COMPLETION OF THE REQUIRED ROADWAY IMPROVEMENTS.
- ST. LOUIS COUNTY WILL MAINTAIN EXCLUSIVE CONTROL OF EATHERTON ROAD.
- THE PERMIT PROCESS REQUIRES IMPROVEMENT PLAN SUBMITTAL TO THE DEPARTMENT OF TRANSPORTATION.

GENERAL NOTES

- BOUNDARY SURVEY PER ALTA/NSPS LAND TITLE SURVEY BY STOCK & ASSOCIATES CONSULTING ENGINEERS, INC. DATED 4/12/2023 AND 12/26/2023.
- ALL UTILITIES SHOWN HAVE BEEN LOCATED BY THE ENGINEER FROM AVAILABLE RECORDS. THEIR LOCATION SHOULD BE CONSIDERED APPROXIMATE. THE CONTRACTOR HAS THE RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES, PRIOR TO CONSTRUCTION, TO HAVE EXISTING UTILITIES FIELD LOCATED.
- NO GRADE SHALL EXCEED 3:1 SLOPE.
- GRADING AND STORM WATER PER M.S.D., MODOT, ST. LOUIS COUNTY, THE CITY OF CHESTERFIELD AND THE MONARCH CHESTERFIELD LEVEE DISTRICT.
- ALL UTILITIES WILL BE INSTALLED UNDERGROUND.
- SITE DEVELOPMENT SHALL BE IN ACCORDANCE WITH RECOMMENDATIONS AS OUTLINED IN THE GEOTECHNICAL REPORT AND ALL ITS SUPPLEMENTAL PROVISIONS AND ADDENDUMS.
- ALL OUTDOOR STORAGE SHALL BE SCREENED IN ACCORDANCE WITH THE CITY OF CHESTERFIELD UNIFIED DEVELOPMENT CODE.
- STREET LIGHTS ARE REQUIRED ALONG N. EATHERTON ROAD FRONTAGE.

PARKING CALCULATIONS

SECTION 450.04.030 OFF-STREET PARKING, STAGING AND LOADING SPACE REQUIREMENTS
ATHLETIC FIELDS:
• 20 SPACES FOR EVERY DIAMOND OR ATHLETIC FIELD, OR 1 SPACE FOR EVERY 4 SEATS, WHICHEVER IS GREATER (ONE SEAT IS EQUAL TO 2 FEET OF BENCH LENGTH)
• REQUIRED SPACES: 3 ATHLETIC FIELDS X 20 SPACES = 60 SPACES

GYMNASIUM:
• MINIMUM 1 SPACE PER EVERY 4 SEATS
• MAXIMUM 1 SPACE PER EVERY 3 SEATS
• PROVIDED SEATS = 3500 SEATS
• MINIMUM REQUIRED SPACES: 3500 SEATS X 1/4 = 875 SPACES
• MAXIMUM ALLOWABLE SPACES: 3500 SEATS X 1/3 = 1,167 SPACES

TOTAL REQUIRED = 935 SPACES (MAX. ALLOWABLE = 1,227 SPACES)
TOTAL PROVIDED = 985 SPACES

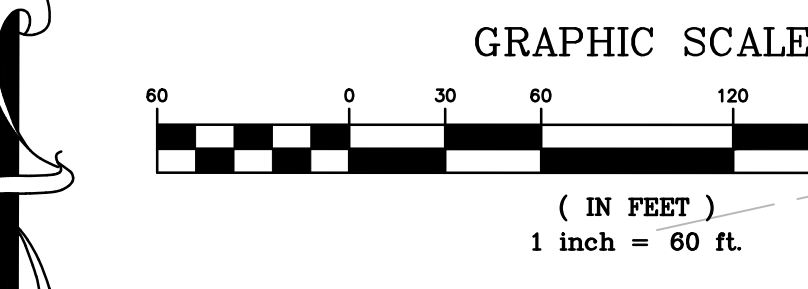
FLOOD INFORMATION

- CHESTERFIELD VALLEY STORMWATER MASTER PLAN CHANNEL 100-YEAR ELEVATION = 456.75
- FEMA BASE FLOOD 100-YEAR ELEVATION = 463.00

PROPERTY DESCRIPTION

AS SURVEYED DESCRIPTION (530 AND 550 N. EATHERTON)
A tract of land being part of Lot 2 of the Subdivision of E. Kroening Estate, a subdivision according to the plat thereof as recorded in Plat Book 11, Page 11, and a tract of land as conveyed to Burkhardt Family Investments, LLC, by Deed Book 17645, Page 4855 all of the St. Louis County Records, located in U.S. Survey 362, Township 45 North, Range 3 East, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:
Beginning at a stone located at the northeastern corner of Lot 3 of Precision Plaza, a subdivision according to the plat thereof as recorded in Plat Book 357, Page 286 of above said records; thence along the northern line of said Lot 3 and its direct southwestern prolongation thereof, South 79 degrees 01 minute 04 seconds West, 594.01 feet to a stone found on the eastern right-of-way of Eatherton Road, variable width; thence along said right-of-way line the following courses and distances: North 11 degrees 42 minutes 12 seconds West, 455.20 feet to a found Iron Rod; North 78 degrees 37 minutes 41 seconds East, 147.77 feet to a found Iron Rod; North 11 degrees 22 minutes 19 seconds West, 580.16 feet to a found Iron Rod, said point also being the beginning of a curve to the right, having a radius of 925.00 feet; thence along said curve with an arc length of 154.80 feet which bears North 05 degrees 34 minutes 28 seconds West, 154.72 feet to the beginning of a non-tangential curve to the right having a radius of 105.00 feet; along said curve with an arc length of 88.92 feet and a chord which bears North 54 degrees 21 minutes 08 seconds East, 86.28 feet to a found Iron Rod and North 11 degrees 23 minutes 25 seconds West, 5.00 feet to the southern line of that part of Old Eatherton Road, 40 feet wide, as vacated by City of Chesterfield Ordinance Number 2645, recorded in Book 19501, Page 473 of above said records; thence along said southern line of Old Eatherton Road, North 78 degrees 36 minutes 35 seconds East, 493.10 feet to a found Iron Rod at the northwest corner line of a tract of land as conveyed to the Burkhardt Family Investments, LLC by Deed Book 17645, Page 4855 of said records; thence along the north line of said Burkhardt tract, North 78 degrees 32 minutes 11 seconds East, 572.29 feet to the west line of U.S. Survey 133; thence along said west line, South 12 degrees 27 minutes 10 seconds East, 740.46 feet and South 12 degrees 26 minutes 20 seconds East, 476.81 feet to the north line of a tract of land as conveyed to St. Louis County, Missouri by Deed Book 12257, Page 1819 of said records, thence having said west line and along the north and west lines of said St. Louis County tract, South 78 degrees 30 minutes 04 seconds West, 597.93 feet, and South 11 degrees 14 minutes 25 seconds East, 16.73 feet to the POINT OF BEGINNING.

Containing 1,434,647 square feet or 32.935 acres, more or less according to calculations performed by Stock & Associates Consulting Engineers, Inc. during December 2023.



ABBREVIATIONS

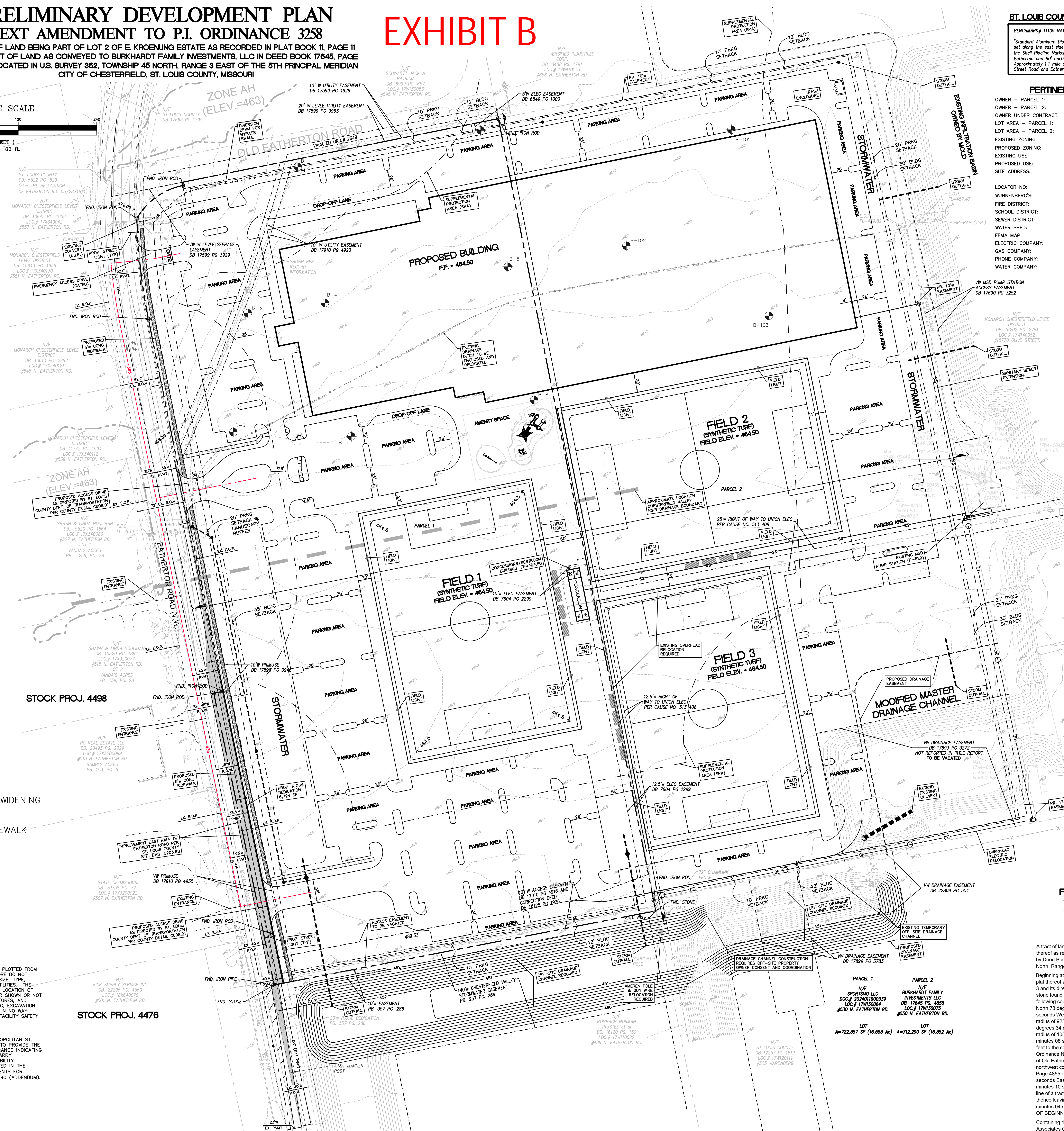
- ATC - ADJUST TO GRADE
- B.C. - BACK OF CURB
- C.O. - CLEANOUT
- DB. - DEED BOOK
- E. - ELECTRIC
- ELEV. - ELEVATION
- EX. - EXISTING
- F.C. - FACE OF CURB
- FL. - FLOWLINE
- FT. - FEET
- FND. - FOUND
- G. - GAS
- H.W. - HIGH WATER
- LFB. - LOW FLOW BLOCKED
- M.H. - MANHOLE
- N/O. - NOW OR FORMERLY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

LEGEND

- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING TREE
- EXISTING BUILDING
- EXISTING CONTOUR
- SPOT ELEVATION
- EXISTING UTILITIES
- FOUND 1/2" IRON PIPE
- SET IRON PIPE
- FOUND CROSS
- FOUND STONE
- FIRE HYDRANT
- LIGHT STANDARD
- BUSH
- SIGN
- NOTES PARKING SPACES
- QUY WIRE
- POWER POLE
- WATER VALVE
- DENOTES RECORD INFORMATION
- ACCESSIBLE PARKING
- PROPOSED CONTOUR
- PROPOSED SPOT
- PROPOSED STORM
- PROPOSED SANITARY

LEGEND

- EATHERTON ROAD WIDENING
- 5'w CONCRETE SIDEWALK



STOCK PROJ. 4498

STOCK PROJ. 4476

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

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

PREPARED FOR:
CARSHIELD FC
503 PEARL DR
ST. PETER MO 63376
ATTN: Nick Hamilton

PREPARED BY:
STOCK & ASSOCIATES
Consulting Engineers, Inc.
257 Chesterfield Business Parkway
St. Louis, MO 63005 PH: (636) 500-9000 FAX: (636) 530-9000
e-mail: general@stockassoc.com
Web: www.stockassoc.com

PRELIMINARY DEVELOPMENT PLAN FOR:
CARSHIELD FC SOCCER & HOCKEY TRAINING & PLAYING FACILITY
530 & 550 N. EATHERTON ROAD
CHESTERFIELD, MISSOURI 63005

DATE: 3/22/2024
GEORGE M. STOCK E-25116
CIVIL ENGINEER
NUMBER PE-25116
CERTIFICATE OF AUTHORITY NUMBER: 000996

REVISIONS:

1	2024-02-02	- REVISED PER CITY COMMENTS AND LAYOUT DESIGN COORDINATION
2	2024-02-28	- REVISED PER PUBLIC HEARING COMMENTS
3	2024-03-22	- REVISED PER PAWP CONDITION

DRAWN BY: J.M.B. CHECKED BY: G.M.S.
DATE: 12/27/2023 JOB NO: 222-7301-2
K.S.F. # 24MSD-xxxxxx RISE MAP: 17-W
S.L.C. MAP # HAT S.U.P. # 2057
M.D.N.R. # MO-RA-#

SHEET TITLE: PRELIMINARY DEVELOPMENT PLAN
SHEET NO.: 1 of 2

BILL NO. 3498

ORDINANCE NO. _____

AN ORDINANCE REPEALING CITY OF CHESTERFIELD ORDINANCE NUMBER 3258 FOR A "PI" PLANNED INDUSTRIAL DISTRICT AND CREATING A NEW "PI" PLANNED INDUSTRIAL DISTRICT FOR 32.93 ACRES LOCATED EAST OF EATHERTON RD AND NORTH OF WINGS CORPORATE DR (17W130064, 17W130075).

WHEREAS, the petitioner, Stock & Associates, on behalf of Carshield F.C., has requested an ordinance amendment to add an additional 16.32-acre tract of land zoned "NU" Non-Urban to an existing 16.58-acre tract of land zoned "PI" Planned Industrial and modify development criteria; and,

WHEREAS, a Public Hearing was held before the Planning Commission on February 12th, 2024; and,

WHEREAS, the Planning Commission, having considered said request, recommended approval of the ordinance amendment; and,

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

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

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

Section 1. City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing a "PI" Planned Industrial District designation for 32.93 acres located east of Eatherton Rd., and north of Wings Corporate Dr. and as described as follows:

A tract of land being part of Lot 2 of the Subdivision of E. Kroennung Estate. a subdivision according to the plat thereof as recorded in Plat Book 11 Page 11, and a tract of land as conveyed to Burkhardt Family Investments, LLC, by Deed Book 17645 Page 4855 all of the St. Louis County Records, located in U.S. Survey 362, Township 45 North, Range 3 East. City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Beginning at a stone located at the northeastern corner of Lot 3 of Precision Plaza, a subdivision according to the plat thereof as recorded in Plat Book 357, Page 286 of above said records; thence along the northern line of said Lot 3 and its direct southwestern prolongation thereof, South 79 degrees 01 minute 04 seconds West, 594.01 feet to a stone found on the eastern right-of-way of Eatherton Road, variable width; thence along said right-of-way line the following courses and distances, North 11 degrees 42 minutes 12 seconds West, 455.20 feet to a found Iron Rod; North 78 degrees 37 minutes 41 seconds East, 14.77 feet to a found Iron Rod; North 11 degrees 22 minutes 19 seconds West, 580.16 feet to a found Iron Rod, said point also being the beginning of a curve to the right, having a radius of 925.00 feet; thence along said curve with an arc length of 154.90 feet and a chord which bears North 06 degrees 34 minutes 29 seconds West, 154.72 feet to the beginning of a non-tangential curve to the right having a radius of 105.00 feet; along said curve with an arc length of 88.92 feet and a chord which bears North 54 degrees 21 minutes 08 seconds East, 86.28 feet to a found Iron Rod and North 11 degrees 23 minutes 25 seconds West, 5.00 feet to the southern line of that part of Old Eatherton Road, 40 feet wide, as vacated by City of Chesterfield Ordinance Number 2649, recorded in Book 19501, Page 473 of above said records; thence along said southern line of Old Eatherton Road, North 78 degrees 36 minutes 35 seconds East, 493.10 feet to a found Iron Rod at the northwest corner line of a tract of land as conveyed to the Burkhardt Family Investments, LLC by Deed Book 17645, Page 4855 of said records; thence along the north line of said Burkhardt tract, North 78 degrees 32 minutes 11 seconds East, 572.29 feet to the west line of U.S. Survey 133; thence along said west line, South 12 degrees 27 minutes 10 seconds East, 740.46 feet and South 12 degrees 26 minutes 20 seconds East, 476.81 feet to the north line of a tract of land as conveyed to St. Louis County, Missouri by Deed Book 12257, Page 1819 of said records, thence leaving said west line, and along the north and west lines of said St. Louis County tract, South 78 degrees 30 minutes 04 seconds West, 597.93 feet, and South 11 degrees 14 minutes 25 seconds East, 16.73 feet to the POINT OF BEGINNING.

Containing 1,434,647 square feet or 32.935 acres, more or less according to calculations performed by Stock & Associates Consulting Engineers, Inc during December 2023.

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

Section 3. The City Council, pursuant to the petition filed by Stock & Associates, on behalf of Carshield F.C. in P.Z. 01-2024, requesting the ordinance amendment embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 12th day of February 2024, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

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

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

Passed and approved this _____ day of _____, 2024

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 4/16/2024

ATTACHMENT A

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

I. SPECIFIC CRITERIA

A. PERMITTED USES

1. The uses allowed in this “PI” Planned Industrial District shall be:
 - a. Athletic courts and fields
 - b. Gymnasium
 - c. Industrial sales, service, and storage
 - d. Mail order sales warehouse
 - e. Office, general
 - f. Plumbing, electrical, air conditioning, and heating equipment sales, warehousing and repair facility
 - g. Professional and technical service facility
 - h. Recreation facility
 - i. Warehouse, general
2. Hours of Operation.
 - a. Hours of operation for this “PI” District shall not be restricted.
 - b. Hours of operation for any lighting source for a recreation facility shall adhere to the Lighting Standards of the City of Chesterfield Code.
3. Telecommunication siting permits may be issued for wireless telecommunications facilities per the requirements of the City Code.

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

1. Height
 - a. The maximum height of the building, exclusive of roof screening, shall not exceed 60 feet.

2. Building Requirements

- a. A minimum of 35% openspace is required for each lot within this development.
- b. This development shall have a maximum F.A.R. of fifty-five hundredths (0.55).

C. SETBACKS

1. Structure Setbacks

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

- a. Thirty-five (35) feet from the right-of-way of Eatherton Road.
- b. Thirty (30) feet from the rear yard.
- c. Twelve (12) feet from the side yard.

2. Parking Setbacks

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

- a. Twenty-five (25) feet from the right-of-way of Eatherton Road.
- b. Twenty-five (25) feet from the rear yard.
- c. Ten (10) feet from the side yard.

D. PARKING AND LOADING REQUIREMENTS

1. Parking and loading spaces for this development will be as required in the City of Chesterfield Code.
2. No construction related parking shall be permitted within right of way or on any existing roadways. All construction related parking shall be confined to the development.
3. Provide adequate temporary off-street parking for construction employees. Parking on non-surfaced areas shall be prohibited in order to eliminate the condition whereby mud from construction and employee vehicles is tracked onto the pavement causing hazardous roadway and driving conditions.

E. LANDSCAPE AND TREE REQUIREMENTS

1. The development shall adhere to the Landscape and Tree Preservation Requirements of the City of Chesterfield Code, with the exception of 25' landscape buffer shall be provided along Eatherton Road.

F. SIGN REQUIREMENTS

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

G. LIGHT REQUIREMENTS

1. Provide a lighting plan and cut sheet in accordance with the City of Chesterfield Code.
2. The mounting height of light standards for athletic courts and fields shall not exceed seventy (70) feet and are subject to Spirit of St. Louis Airport approval. All other lighting shall adhere to City code and is subject to Spirit of St. Louis Airport approval.

H. ARCHITECTURAL

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

I. ACCESS/ACCESS MANAGEMENT

1. Access to the development shall substantially conform to the Preliminary Plan and adequate sight distance shall be provided, as directed by the City of Chesterfield and St. Louis County Department of Transportation, as applicable.
2. If adequate sight distance cannot be provided at the access location(s), acquisition of right-of-way, reconstruction of pavement and other off-site improvements may be required to provide the required sight distance as required by the City of Chesterfield and St. Louis County Department of Transportation.

J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

1. Road improvements and right-of-way dedication shall be completed prior to the issuance of an occupancy permit. If development phasing is anticipated, the developer shall complete road improvements, right-of-way dedication, and

- access requirements for each phase of development as directed by the City of Chesterfield and St. Louis County Department of Transportation. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.
2. Any request to install a gate at the entrance to this development must be approved by the City of Chesterfield and the St. Louis County Department of Transportation. No gate installation will be permitted on public right-of-way.
 3. Provide a 5-foot-wide sidewalk, conforming to ADA standards, along the Eatherton Road frontage of the site. The sidewalk shall provide for future connectivity to adjacent developments and/or roadway projects. The sidewalk may be located within the Eatherton Road right-of-way, if permitted by St. Louis County or on private property within a 6-foot-wide sidewalk, public access and utility easement dedicated to the City. The sidewalk shall be maintained by the property owner.
 4. Provide sidewalk connections from the required 5-foot-wide sidewalk along Eatherton Road to internal sidewalks and/or pedestrian paths.

K. TRAFFIC STUDY

1. Provide a traffic study as directed by the City of Chesterfield and/or St. Louis County Department of Transportation. The scope of the study shall include internal and external circulation and may be limited to site specific impacts, such as the need for additional lanes, entrance configuration, geometrics, sight distance, traffic signal modifications or other improvements required, as long as the density of the proposed development falls within the parameters of the City's traffic model. Should the density be other than the density assumed in the model, regional issues shall be addressed as directed by the City of Chesterfield.

L. POWER OF REVIEW

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

M. STORM WATER

1. The site shall provide for the positive drainage of storm water and it shall be discharged at an adequate natural discharge point or an adequate piped system.
2. Emergency overflow drainage ways to accommodate runoff from the 100-year storm event shall be provided for all storm sewers, as directed by the City of Chesterfield.
3. Offsite storm water shall be picked up and piped to an adequate natural discharge point. Such bypass systems must be adequately designed.

4. Provide stormwater management facilities as required by the City of Chesterfield, the Metropolitan St. Louis Sewer District, and the Monarch-Chesterfield Levee District. The location and types of storm water management facilities shall be identified on all Site Development Plans.

N. SANITARY SEWER

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

O. GEOTECHNICAL REPORT

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

P. MISCELLANEOUS

1. All utilities will be installed underground.
2. The developer is advised that utility companies will require compensation for relocation of their facilities within public road right-of-way. The developer should also be aware of extensive delays in utility company relocation and adjustments. Such delays will not constitute a cause to allow occupancy prior to completion of road improvements.

II. GENERAL CRITERIA

A. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS

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

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

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

III. TRUST FUND CONTRIBUTION

1. The developer shall be required to contribute a Traffic Generation Assessment (TGA) to the City of Chesterfield. Allowable credits for required improvements will be awarded as directed by the City of Chesterfield. This contribution shall be established by the City of Chesterfield Trust Fund Rate Schedule.
2. The Traffic Generation Assessment (TGA) contribution shall be made prior to the issuance of a Municipal Zoning Approval (MZA) by the City of Chesterfield.
3. Prior to Special Use Permit issuance by the St. Louis County Department of Transportation, a special cash escrow or a special escrow supported by an Irrevocable Letter of Credit, must be established with St. Louis County Department of Transportation to guarantee completion of the required roadway improvements.
4. The amount of all required contributions for storm water and primary water line improvements, if not submitted by January 1, 2024, shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accordance with the construction cost index as determined by the St. Louis County Department of Transportation.

5. WATER MAIN

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

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

6. STORM WATER

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

The storm water contributions to the Trust Fund shall be deposited with the St. Louis County Department of Transportation. The deposit shall be made prior to

the issuance of a Special Use Permit (S.U.P.) by St. Louis County Department of Transportation or prior to the issuance of building permits in the case where no Special Use Permit is required. Funds shall be payable to Treasurer, St. Louis County/City of Chesterfield.

7. SANITARY SEWER

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

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

IV. RECORDING

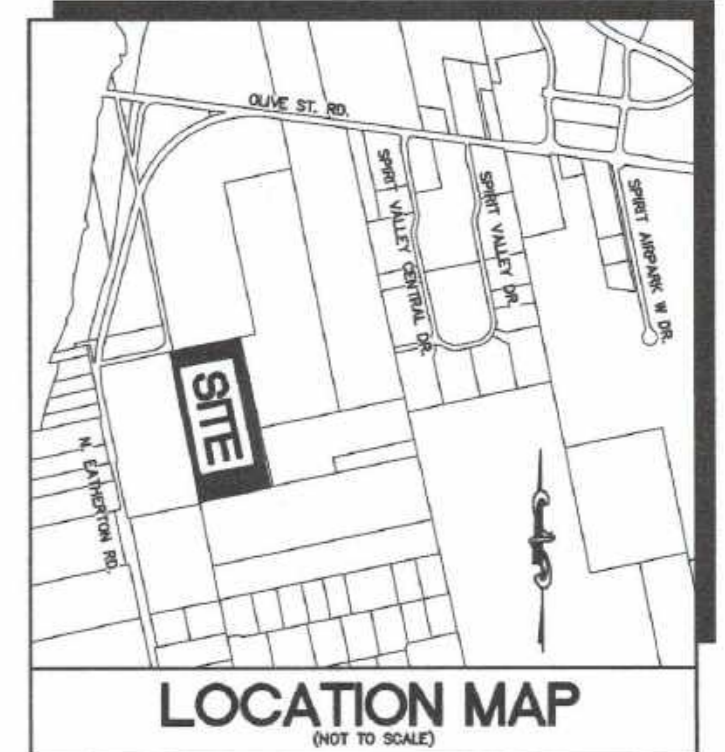
1. Within sixty (60) days of approval of any development plan by the City of Chesterfield, the approved Plan will be recorded with the St. Louis County Recorder of Deeds. Failure to do so will result in the expiration of approval of said plan and require re-approval of a plan by the Planning Commission.

V. ENFORCEMENT

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

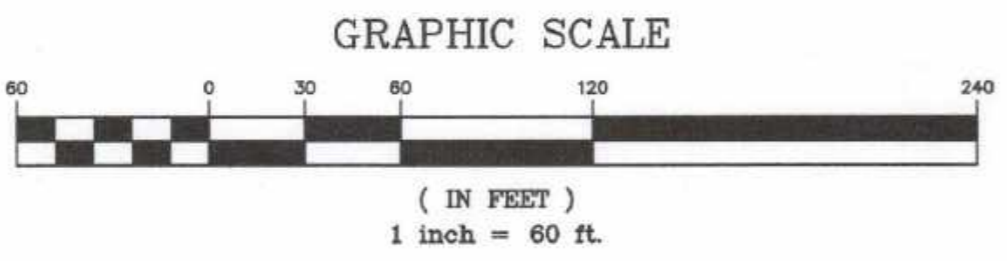
ALTA/NSPS LAND TITLE SURVEY

A TRACT OF LAND BEING PART U.S. SURVEY 362, TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



LEGEND

⊕	BENCH MARK	⊕	FIRE HYDRANT
○	FOUND IRON ROD	⊕	FIRE DEPARTMENT CONNECTION
○	FOUND IRON PIPE	⊕	WATER MANHOLE
△	RIGHT OF WAY MARKER	⊕	WATER METER
⊕	UTILITY POLE	⊕	WATER VALVE
⊕	SUPPORT POLE	⊕	POST INDICATOR VALVE
⊕	UTILITY POLE WITH LIGHT	⊕	CLEAN OUT
⊕	UTILITY POLE WITH LIGHT	⊕	STORM MANHOLE
⊕	LIGHT STANDARD	⊕	GRATED MANHOLE
⊕	ELECTRIC METER	⊕	STORMWATER INLET
⊕	ELECTRIC MANHOLE	⊕	GRATED STORMWATER INLET
⊕	ELECTRIC PEDESTAL	⊕	WALL
⊕	ELECTRIC SPURCE BOX	⊕	CHAINLINK/WIRE FENCE
⊕	ELECTRIC BREAKER	⊕	WOOD/WIRE FENCE
⊕	GAS DRIP	⊕	UNDERGROUND ELEC OVERHEAD ELEC
⊕	GAS METER	⊕	TELEPHONE LINE
⊕	GAS VALVE	⊕	FIBER OPTIC LINE
⊕	TELEPHONE MANHOLE	⊕	WATERLINE
⊕	TELEPHONE PEDESTAL	⊕	FLOODWAY
⊕	TELEPHONE SPURCE BOX	⊕	SLOPE/LEVEE
⊕	CABLE TV PEDESTAL		



LINE TYPE LEGEND

---	EX CONT M/R
---	EX CONT M/R
---	TREE LINE
---	FEMA ELEV
---	FEMA LIMIT
---	PAVEMENT
---	GUARD RAIL
---	CHAINLINK/WIRE FENCE
---	WOOD/WIRE FENCE
---	GAS
---	UNDERGROUND ELEC
---	OVERHEAD ELEC
---	TELEPHONE LINE
---	FIBER OPTIC LINE
---	WATERLINE
---	FLOODWAY
---	SLOPE/LEVEE



ST. LOUIS COUNTY BENCHMARK
 BENCHMARK 11109 NAVD83(SLCC2011a) Elev = 461.10
 Standard Aluminum Disk stamped SL-41 1990 Disk is set along the east side of Eatherton Road just north of the Shell Pipeline Marker; 10' east of the centerline of Eatherton and 60' north of the east pipeline marker. Approximately 1.1 mile south of the intersection of Olive Street and Eatherton Road.

ABBREVIATIONS

C.O.	CLEANOUT
D.S.	DEED BOOK
E	ELECTRIC
F	FLOODWAY
FL	FEET
FD	FINDING
G	GAS
M.H.	MANHOLE
N.F.	NOW OR FORMERLY
P.B.	PLAT BOOK
P	PAVE
P.V.C.	POLYVINYL CHLORIDE PIPE
R.B.	RADIAL BEARING
R.C.P.	REINFORCED CONCRETE PIPE
S.O.	SQUARE
T	TELEPHONE CABLE
V.C.P.	VERTIFIED CLAY PIPE
W	WATER
(RW)	RIGHT-OF-WAY WIDTH

Notes:
 (1) Stock and Associates Consulting Engineers, Inc. used exclusively Stewart Title Guaranty Company Commitment No. CTG-2023-11-1411-CML, revision 3, with an effective date of November 7, 2023 at 8:00 AM for research of easements and encroachments. No further research was performed by Stock and Associates Consulting Engineers, Inc.
 (2) Title to the estate or interest in the land described or referred to in the above commitment and covered therein is fee simple, and title thereto is at the effective date thereof vested in: Burkhardt Family Investments, LLC
 (3) Title Commitment No. CTG-2023-11-1211-CML, revision 3 with Schedule B-Section 2 exceptions:

- Item No. 7 Subject to Right-of-Way Easement granted to Shell Pipe Line Corporation, as set forth in instrument recorded in Book 2439 at Page 380, in the land records of St. Louis County, Missouri. "NOT SHOWN" Blanket in nature.
- Item No. 8 Easement granted to Union Electric Company, as set forth in instrument recorded in Book 6039 at Page 323, in the land records of St. Louis County, Missouri. "NOT SHOWN" Does not affect subject parcel.
- Item No. 9 Subject to Easement granted to City of Chesterfield for the purpose of Storm Water Easement, as set forth in instrument recorded in Book 17693 at Page 3272, in the land records of St. Louis County, Missouri. "SHOWN"
- Item No. 10 Easement granted to The Metropolitan St. Louis Sewer District, as set forth in instrument recorded in Book 17771 at Page 2609, in the land records of St. Louis County, Missouri. "NOT SHOWN" Does not affect subject property.
- Item No. 11 Subordination Agreement by and between Union Electric Company d/b/a AmerenUE and St. Louis County, Missouri, as set forth in instrument recorded in Book 17781 at Page 2191, in the land records of St. Louis County, Missouri. "NOT SHOWN" Does not affect subject property.
- Item No. 12 Permanent Storm Water Drainage Easement as set forth in instrument recorded in Book 17899 at Page 3783, in the land records of St. Louis County, Missouri. "SHOWN" Does not affect subject property.
- Item No. 13 Subject to Easement granted to Burkhardt Family Investments, LLC, as set forth in instrument recorded in Book 17910 at Page 4916, in the land records of St. Louis County, Missouri. "SHOWN"
- Item No. 14 Subject to Correction to Permanent Access Easement Deed granted to Burkhardt Family Investments, LLC, as set forth in instrument recorded in Book 18129 at Page 1929, in the land records of St. Louis County, Missouri. "Noted"
- Item No. 15 Easement granted to Monarch-Chesterfield Levee District, et al, as set forth in instrument recorded in Book 17948 at Page 2535, in the land records of St. Louis County, Missouri. "SHOWN" Does not affect subject property.
- Item No. 16 Easement granted to The Metropolitan St. Louis Sewer District, as set forth in instrument recorded in Book 17950 at Page 1547, in the land records of St. Louis County, Missouri. "NOT SHOWN" Does not affect subject property.
- Item No. 17 Easement granted to The Metropolitan St. Louis Sewer District, as set forth in instrument recorded in Book 17950 at Page 1550, in the land records of St. Louis County, Missouri. "NOT SHOWN" Does not affect subject property.
- Item No. 18 Subject to Permanent Access Easement granted to Burkhardt Family Investments, LLC, as set forth in instrument recorded in Book 18125 at Page 1936, in the land records of St. Louis County, Missouri. "SHOWN"
- Item No. 19 Subject to General Utility Easement as set forth in instrument recorded in Book 18182 at Page 6192, in the land records of St. Louis County, Missouri. "SHOWN" Does not affect subject property.
- Item No. 20 Subject to Report of Commissioners and Condemnation by and between Union Electric Company and Marie R. Burkhardt, et al filed 11/07/1984 as Cause Number 513-008 in the Circuit Court of St. Louis County, Missouri. Two of the described locations "SHOWN". The third location is not on the subject property.

- (4) Except as shown hereon there are no known encroachments on subject property.
- (5) There was no evidence of recent earth moving work, building construction observed at the time of this survey.
- (6) There are no known changes in street right of way lines.
- (7) There was no evidence of recent sidewalk/street construction at the time of this survey.
- (8) There were no wetlands designated onsite at the time of the survey.
- (9) Professional Liability Insurance policy obtained by the surveyor, certificate of insurance to be furnished upon request.

Surveyors Certification
 This is to certify to:
 Carshfield F.C.
 Clear Title Group LLC
 Stewart Title Guaranty Company

That this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-5, 8(b), 7(a), 7(b), 7(c), 8, 9, 11 and 13 of Table A thereof. The field work was completed during April 2023.

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

A tract of land in U.S. Surveys 133 and 362, Township 45 North, Range 3 East of the 5th Principal Meridian, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at a stone at the Southwest corner of Lot 5 of "Subdivision of E. Kroenung Estate", a subdivision according to the plat thereof recorded in Plat Book 11, Page 11 of the St. Louis County Records; thence Eastwardly along the South line of said Lot 5 and its prolongation, being the South line of Lots 6 and 7 of said E. Kroenung Estate, North 78 degrees 26 minutes 00 seconds East 572.27 feet to the intersection of said South line with the East line of U.S. Survey 362; thence Southwardly along said East line, South 12 degrees 37 minutes 16 seconds East, 740.26 feet to a concrete monument at the Southwest corner of Lot 4 of "Subdivision of Amelia Boisselier Estate" a subdivision according to the plat thereof recorded in Plat Book 16, page 27 of the St. Louis County Records; thence Eastwardly along the South line of said Lot 4 and its prolongation, being the South line of said Amelia Boisselier Estate, North 78 degrees 23 minutes 57 seconds East 1169.82 feet to a stone on the East line of U.S. Survey 133; thence Southwardly along last said East line, South 12 degrees 33 minutes 38 seconds East, 475.07 feet to an iron pipe; thence leaving last said East line, South 78 degrees 19 minutes 40 seconds West, 1787.18 feet to an iron rod on the East line of Lot 2 of E. Kroenung Estates; thence along last said East line, North 11 degrees 24 minutes 56 seconds West, 1218.03 feet to the Point of Beginning according to survey by Stock and Associates Consulting Engineers, Inc., on March 16, 2007.

EXCEPTING THEREFROM, a tract of land being part of U.S. Survey 133 in Township 45 North, Range 3 East of the 5th Principal Meridian, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at a stone at the Southeast corner of Lot 3 of "Amelia Boisselier Estate", a subdivision according to the plat thereof recorded in Plat Book 16, Page 27 of the St. Louis County Records, said stone also being on the East line of said U.S. Survey 133; thence along said East line, South 12 degrees 33 minutes 38 seconds East, 475.07 feet to an iron pipe; thence leaving said East line, South 78 degrees 19 minutes 40 seconds West, 1189.26 feet to a point on the West line of said U.S. Survey 133; thence along said West line, North 12 degrees 37 minutes 28 seconds West, 476.57 feet to a concrete monument at the Southwest corner of Lot 4 of said Amelia Boisselier Estate; thence along the South line of said Lot 4 and its prolongation, being the South line of said Lot 3, North 78 degrees 23 minutes 57 seconds East, 1189.82 feet to the point of beginning and contains 565,927 square feet, or 12.992 acres, more or less.

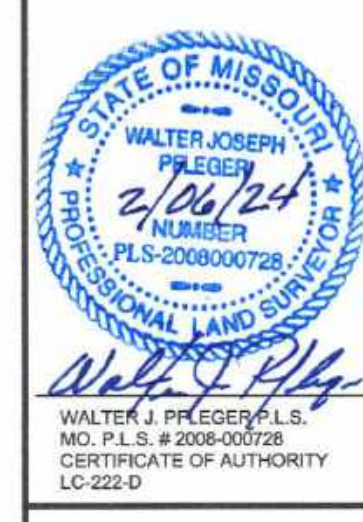
GENERAL NOTES:

- Subject property is Zoned NU Non Urban
 Note: The above zoning provided by the City of Chesterfield and to verify the client should obtain a zoning endorsement from their title company.
- Subject property lies within Flood Zone X shaded (Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood) according to the National Flood Insurance Rate Map Number 29189C0125K with effective date of 2-4-2015. By graphically plotting.
- There are no marked parking stalls onsite.
- Utilities shown hereon are shown from record and/or survey information. Any location, size and type information should be considered as approximate only. It is the Contractors responsibility to call Dig-Rite to verify utility locations.

PREPARED FOR:
 CARSHIELD FC
 503 PEARL DR
 ST. PETER MO 63376
 ATTN: Nick Hamilton

PREPARED BY:
STOCK & ASSOCIATES
 Consulting Engineers, Inc.
 257 Chesterfield Business Parkway
 St. Louis, MO 63065 PH: (636) 551-3000 FAX: (636) 551-3000
 www.stockandassociates.com

ALTA/NSPS LAND TITLE SURVEY
PART OF U.S. SURVEY 362
 650 N EATHERTON ROAD
 CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



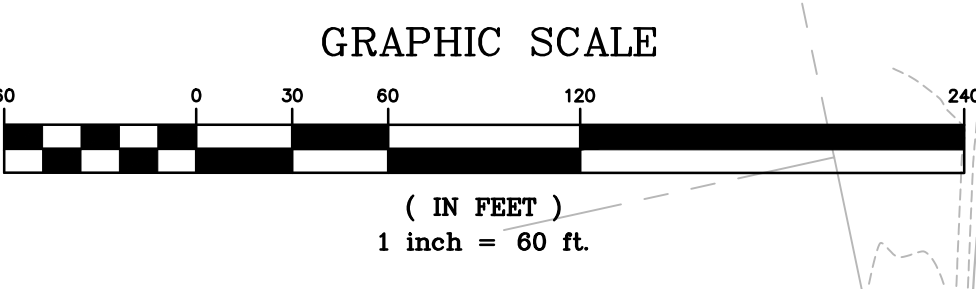
REVISIONS:

1	6/13/2023 - Revised per city comments
2	9/25/2023 - Additional Topo on Burkhardt Property.
3	11/09/2024 - Additional Title Work
4	2/06/2024 - New title

SHEET INFO:
 DRAWN BY: J.K. NPW
 CHECKED BY: W.J.P.
 DATE: 3/21/23
 JOB NO: 2022-7301
 M.S.D. # # BASE MAP # #
 S.L.C. HNT # # HNT S.U.P. # #
 M.D.A.R. # #
 SHEET TITLE:
 ALTA/NSPS LAND TITLE SURVEY
 SHEET NO.: SHEET #1

PRELIMINARY DEVELOPMENT PLAN TEXT AMENDMENT TO P.I. ORDINANCE 3258

A TRACT OF LAND BEING PART OF LOT 2 OF E. KROENING ESTATE AS RECORDED IN PLAT BOOK 11, PAGE 11 AND A TRACT OF LAND AS CONVEYED TO BURKHARDT FAMILY INVESTMENTS, LLC IN DEED BOOK 17845, PAGE 4855, ALL LOCATED IN U.S. SURVEY 362, TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



ABBREVIATIONS

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

LEGEND

	EXISTING SANITARY SEWER
	EXISTING STORM SEWER
	EXISTING TREE
	EXISTING BUILDING
	SPOT ELEVATION
	EXISTING UTILITIES
	FOUND 1/2" IRON PIPE
	SET IRON PIPE
	FOUND CROSS
	FOUND STONE
	FIRE HYDRANT
	LIGHT STANDARD
	BUSH
	SIGN
	NOTES PARKING SPACES
	GUY WIRE
	POWER POLE
	WATER VALVE
	DENOTES RECORD INFORMATION
	ACCESSIBLE PARKING
	PROPOSED CONTOUR
	PROPOSED SPOT
	PROPOSED STORM
	PROPOSED SANITARY

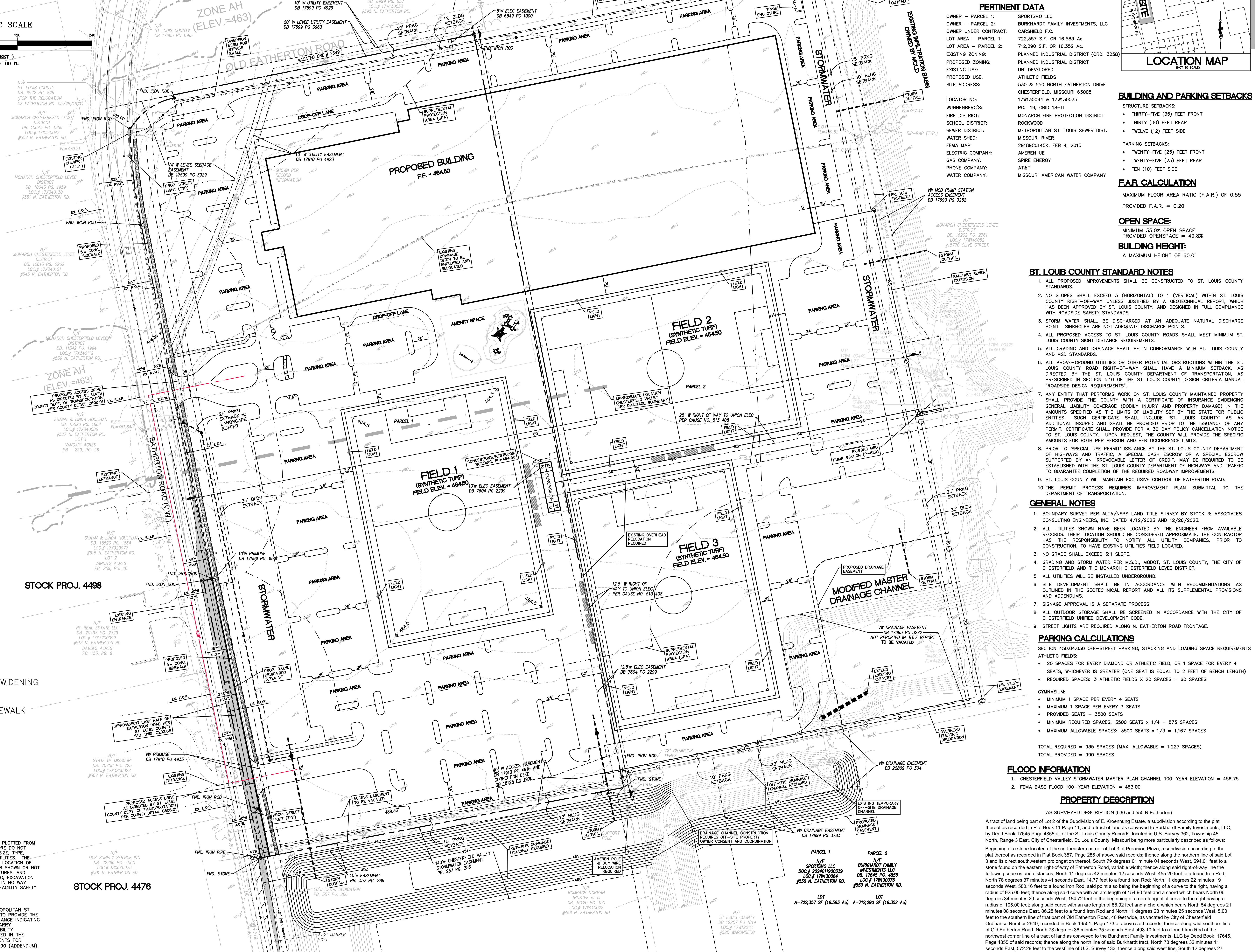
LEGEND

	EATHERTON ROAD WIDENING
	5'w CONCRETE SIDEWALK

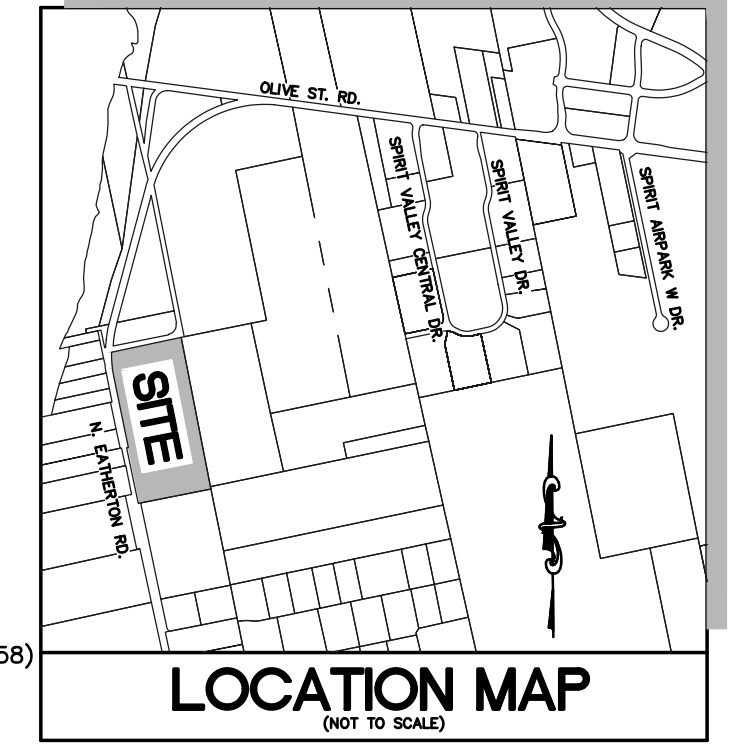
UTILITY NOTE:
UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS AND INFORMATION, AND, THEREFORE, DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NON-EXISTENCE, SIZE, TYPE, NUMBER, OR LOCATION OF THESE FACILITIES, STRUCTURES AND UTILITIES. THE CONTRACTOR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

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

PREPARED FOR:
CARSHIELD FC
503 PEARL DR
ST. PETER MO 63376
ATTN: Nick Hamilton



ST. LOUIS COUNTY BENCHMARK
BENCHMARK # 11109 NAVD83(2011) Elev = 461.10
"Standard Aluminum Disk" stamped 31-41 1990 Disk is set along the east side of Eatherton Road. It is located 19' east of the centerline of Eatherton and 80' north of the east pipeline marker. Approximately 1.1 mile south of the intersection of Olive Street and Eatherton Road.



PERTINENT DATA

OWNER - PARCEL 1: SPORTSMO LLC
OWNER - PARCEL 2: BURKHARDT FAMILY INVESTMENTS, LLC
OWNER UNDER CONTRACT: CARSHIELD FC
LOT AREA - PARCEL 1: 722,357 S.F. OR 16,583 AC.
LOT AREA - PARCEL 2: 712,290 S.F. OR 16,352 AC.
EXISTING ZONING: PLANNED INDUSTRIAL DISTRICT (ORD. 3258)
PROPOSED ZONING: UN-DEVELOPED
PROPOSED USE: ATHLETIC FIELDS
SITE ADDRESS: 530 & 550 NORTH EATHERTON DRIVE, CHESTERFIELD, MISSOURI 63305
LOCATOR NO: 17W130064 & 17W130075
MUNICIPALITY: PG. 19, GRID 18-LL
FIRE DISTRICT: MONARCH FIRE PROTECTION DISTRICT
SCHOOL DISTRICT: ROCKWOOD
SEWER DISTRICT: METROPOLITAN ST. LOUIS SEWER DIST.
WATER: MISSOURI RIVER
FEMA MAP: 28180C045K, FEB 4, 2015
ELECTRIC COMPANY: AMEREN UE
GAS COMPANY: SPIRE ENERGY
PHONE COMPANY: AT&T
WATER COMPANY: MISSOURI AMERICAN WATER COMPANY

BUILDING AND PARKING SETBACKS

STRUCTURE SETBACKS:
• THIRTY-FIVE (35) FEET FRONT
• THIRTY (30) FEET REAR
• TWELVE (12) FEET SIDE

PARKING SETBACKS:
• TWENTY-FIVE (25) FEET FRONT
• TWENTY-FIVE (25) FEET REAR
• TEN (10) FEET SIDE

F.A.R. CALCULATION
MAXIMUM FLOOR AREA RATIO (F.A.R.) OF 0.55
PROVIDED F.A.R. = 0.20

OPEN SPACE
MINIMUM 35.0% OPEN SPACE
PROVIDED OPENSACE = 49.8%

BUILDING HEIGHT:
A MAXIMUM HEIGHT OF 60.0'

- ST. LOUIS COUNTY STANDARD NOTES**
- ALL PROPOSED IMPROVEMENTS SHALL BE CONSTRUCTED TO ST. LOUIS COUNTY STANDARDS.
 - NO SLOPES SHALL EXCEED 3 (HORIZONTAL) TO 1 (VERTICAL) WITHIN ST. LOUIS COUNTY RIGHT-OF-WAY UNLESS JUSTIFIED BY A GEOTECHNICAL REPORT, WHICH HAS BEEN APPROVED BY ST. LOUIS COUNTY, AND DESIGNED IN FULL COMPLIANCE WITH ROADSIDE SAFETY STANDARDS.
 - STORM WATER SHALL BE DISCHARGED AT AN ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE DISCHARGE POINTS.
 - ALL PROPOSED ACCESS TO ST. LOUIS COUNTY ROADS SHALL MEET MINIMUM ST. LOUIS COUNTY SIGHT DISTANCE REQUIREMENTS.
 - ALL GRADING AND DRAINAGE SHALL BE IN CONFORMANCE WITH ST. LOUIS COUNTY AND MSD STANDARDS.
 - ALL ABOVE-GROUND UTILITIES OR OTHER POTENTIAL OBSTRUCTIONS WITHIN THE ST. LOUIS COUNTY ROAD RIGHT-OF-WAY SHALL HAVE A MINIMUM SETBACK, AS DIRECTED BY THE ST. LOUIS COUNTY DEPARTMENT OF TRANSPORTATION, AS PRESCRIBED IN SECTION 5.10 OF THE ST. LOUIS COUNTY DESIGN CRITERIA MANUAL "ROADSIDE DESIGN REQUIREMENTS".
 - ANY ENTITY THAT PERFORMS WORK ON ST. LOUIS COUNTY MAINTAINED PROPERTY SHALL PROVIDE THE COUNTY WITH A CERTIFICATE OF INSURANCE ENDORSING THE GENERAL LIABILITY COVERAGE (BODILY INJURY AND PROPERTY DAMAGE) IN THE AMOUNTS SPECIFIED AS THE LIMITS OF LIABILITY SET BY THE STATE FOR PUBLIC ENTITIES. SUCH CERTIFICATE SHALL INCLUDE ST. LOUIS COUNTY AS AN ADDITIONAL INSURED AND SHALL BE PROVIDED PRIOR TO THE ISSUANCE OF ANY PERMIT. CERTIFICATE SHALL PROVIDE FOR A 30 DAY POLICY CANCELLATION NOTICE TO ST. LOUIS COUNTY. UPON REQUEST, THE COUNTY WILL PROVIDE THE SPECIFIC AMOUNTS FOR BOTH PERSON AND PER OCCURRENCE LIMITS.
 - PRIOR TO SPECIAL USE PERMIT ISSUANCE BY THE ST. LOUIS COUNTY DEPARTMENT OF HIGHWAYS AND TRAFFIC, A SPECIAL CASH ESCROW OR A SPECIAL ESCROW SUPPLEMENTED BY AN IRREVOCABLE LETTER OF CREDIT, MAY BE REQUIRED TO BE ESTABLISHED WITH THE ST. LOUIS COUNTY DEPARTMENT OF HIGHWAYS AND TRAFFIC TO GUARANTEE COMPLETION OF THE REQUIRED ROADWAY IMPROVEMENTS.
 - ST. LOUIS COUNTY WILL MAINTAIN EXCLUSIVE CONTROL OF EATHERTON ROAD.
 - THE PERMIT PROCESS REQUIRES IMPROVEMENT PLAN SUBMITTAL TO THE DEPARTMENT OF TRANSPORTATION.

- GENERAL NOTES**
- BOUNDARY SURVEY PER ALTA/NSPS LAND TITLE SURVEY BY STOCK & ASSOCIATES CONSULTING ENGINEERS, INC. DATED 4/12/2023 AND 12/26/2023.
 - ALL UTILITIES SHOWN HAVE BEEN LOCATED BY THE ENGINEER FROM AVAILABLE RECORDS. THEIR LOCATION SHOULD BE CONSIDERED APPROXIMATE. THE CONTRACTOR HAS THE RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES, PRIOR TO CONSTRUCTION, TO HAVE EXISTING UTILITIES FIELD LOCATED.
 - NO GRADE SHALL EXCEED 3:1 SLOPE.
 - GRADING AND STORM WATER PER M.S.D., MODOT, ST. LOUIS COUNTY, THE CITY OF CHESTERFIELD AND THE MONARCH CHESTERFIELD LEVEE DISTRICT.
 - ALL UTILITIES WILL BE INSTALLED UNDERGROUND.
 - SITE DEVELOPMENT SHALL BE IN ACCORDANCE WITH RECOMMENDATIONS AS OUTLINED IN THE GEOTECHNICAL REPORT AND ALL ITS SUPPLEMENTAL PROVISIONS AND ADDENDUMS.
 - SEWER APPROVAL IS A SEPARATE PROCESS.
 - ALL OUTDOOR STORAGE SHALL BE SCREENED IN ACCORDANCE WITH THE CITY OF CHESTERFIELD UNIFIED DEVELOPMENT CODE.
 - STREET LIGHTS ARE REQUIRED ALONG N. EATHERTON ROAD FRONTAGE.

PARKING CALCULATIONS

SECTION 450.04.030 OFF-STREET PARKING, STAGING AND LOADING SPACE REQUIREMENTS

ATHLETIC FIELDS:
• 20 SPACES FOR EVERY DIAMOND OR ATHLETIC FIELD, OR 1 SPACE FOR EVERY 4 SEATS, WHICHEVER IS GREATER (ONE SEAT IS EQUAL TO 2 FEET OF BENCH LENGTH)
• REQUIRED SPACES: 3 ATHLETIC FIELDS X 20 SPACES = 60 SPACES

GYMNASIUM:
• MINIMUM 1 SPACE PER EVERY 4 SEATS
• MAXIMUM 1 SPACE PER EVERY 3 SEATS
• PROVIDED SEATS = 3500 SEATS
• MINIMUM REQUIRED SPACES: 3500 SEATS X 1/4 = 875 SPACES
• MAXIMUM ALLOWABLE SPACES: 3500 SEATS X 1/3 = 1,167 SPACES

TOTAL REQUIRED = 935 SPACES (MAX. ALLOWABLE = 1,227 SPACES)
TOTAL PROVIDED = 990 SPACES

FLOOD INFORMATION

- CHESTERFIELD VALLEY STORMWATER MASTER PLAN CHANNEL 100-YEAR ELEVATION = 456.75
- FEMA BASE FLOOD 100-YEAR ELEVATION = 463.00

PROPERTY DESCRIPTION

AS SURVEYED DESCRIPTION (530 AND 550 N Eatherton)

A tract of land being part of Lot 2 of the Subdivision of E. Kroening Estate, a subdivision according to the plat thereof as recorded in Plat Book 11 Page 11, and a tract of land as conveyed to Burkhardt Family Investments, LLC, by Deed Book 17845 Page 4855 all of the St. Louis County Records, located in U.S. Survey 362, Township 45 North, Range 3 East, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows: Beginning at a stone located at the northeastern corner of Lot 3 of Precision Plaza, a subdivision according to the plat thereof as recorded in Plat Book 357, Page 286 of above said records; thence along the northern line of said Lot 3 and its direct southwestern prolongation thereof, South 79 degrees 01 minute 04 seconds West, 594.01 feet to a stone found on the eastern right-of-way of Eatherton Road, variable width, thence along said right-of-way line the following courses and distances: North 11 degrees 42 minutes 12 seconds West, 455.20 feet to a found Iron Rod, North 78 degrees 37 minutes 41 seconds East, 147.77 feet to a found Iron Rod, North 11 degrees 22 minutes 19 seconds West, 580.16 feet to a found Iron Rod, said point also being the beginning of a curve to the right, having a radius of 925.00 feet, thence along said curve with an arc length of 154.90 feet which bears North 05 degrees 34 minutes 28 seconds West, 154.72 feet to the beginning of a non-tangential curve to the right having a radius of 105.00 feet, along said curve with an arc length of 88.92 feet and a chord which bears North 54 degrees 21 minutes 08 seconds East, 86.28 feet to a found Iron Rod and North 11 degrees 23 minutes 25 seconds West, 5.00 feet to the southern line of that part of Old Eatherton Road, 40 feet wide, as vacated by City of Chesterfield Ordinance Number 2645, recorded in Book 19501, Page 473 of above said records; thence along said southern line of Old Eatherton Road, North 78 degrees 36 minutes 35 seconds East, 493.10 feet to a found Iron Rod at the northwest corner line of a tract of land as conveyed to the Burkhardt Family Investments, LLC by Deed Book 17845, Page 4855 of said records; thence along the north line of said Burkhardt tract, North 78 degrees 32 minutes 11 seconds East, 572.29 feet to the west line of U.S. Survey 133, thence along said west line, South 12 degrees 27 minutes 10 seconds East, 740.46 feet and South 12 degrees 26 minutes 20 seconds East, 476.81 feet to the north line of a tract of land as conveyed to St. Louis County, Missouri by Deed Book 12257, Page 1819 of said records, thence leaving said west line and along the north and west lines of said St. Louis County tract, South 78 degrees 30 minutes 04 seconds West, 597.93 feet, and South 11 degrees 14 minutes 25 seconds East, 16.73 feet to the POINT OF BEGINNING.

Containing 1,434,647 square feet or 32.935 acres, more or less according to calculations performed by Stock & Associates Consulting Engineers, Inc. during December 2023.

PREPARED BY:
STOCK & ASSOCIATES
Consulting Engineers, Inc.
257 Chesterfield Business Parkway
St. Louis, MO 63005 PH: (636) 530-9300
530-9300 FAX: (636) 530-9300
e-mail: general@stockassoc.com
Web: www.stockassoc.com

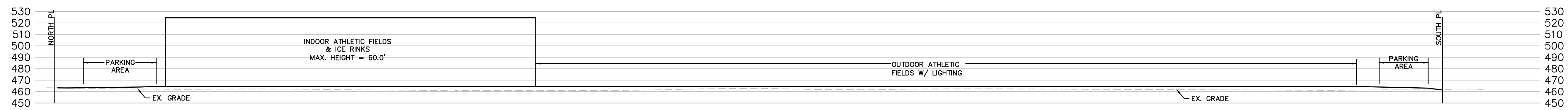
PRELIMINARY DEVELOPMENT PLAN FOR:
CARSHIELD FC SOCCER & HOCKEY TRAINING & PLAYING FACILITY
530 & 550 N. EATHERTON ROAD
CHESTERFIELD, MISSOURI 63305

DATE: 12/27/2023
DRAWN BY: J.M.B.
CHECKED BY: G.M.S.
JOB NO: 222-7201-2
K.S.F. #
24MSD-xxxxxx
RISE MAP: 17-W
S.L.C. MAP #
RISB: 202-XXXX-XX
M.D.N.R. #
M.O.-R.#

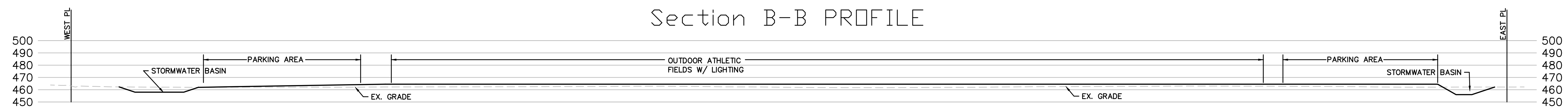
REVISIONS:
1. 2024-02-02 - REVISED PER CITY COMMENTS AND LAYOUT DESIGN COORDINATOR
2. 2024-02-28 - REVISED PER PUBLIC HEARING COMMENTS

1 of 2

Section A-A PROFILE

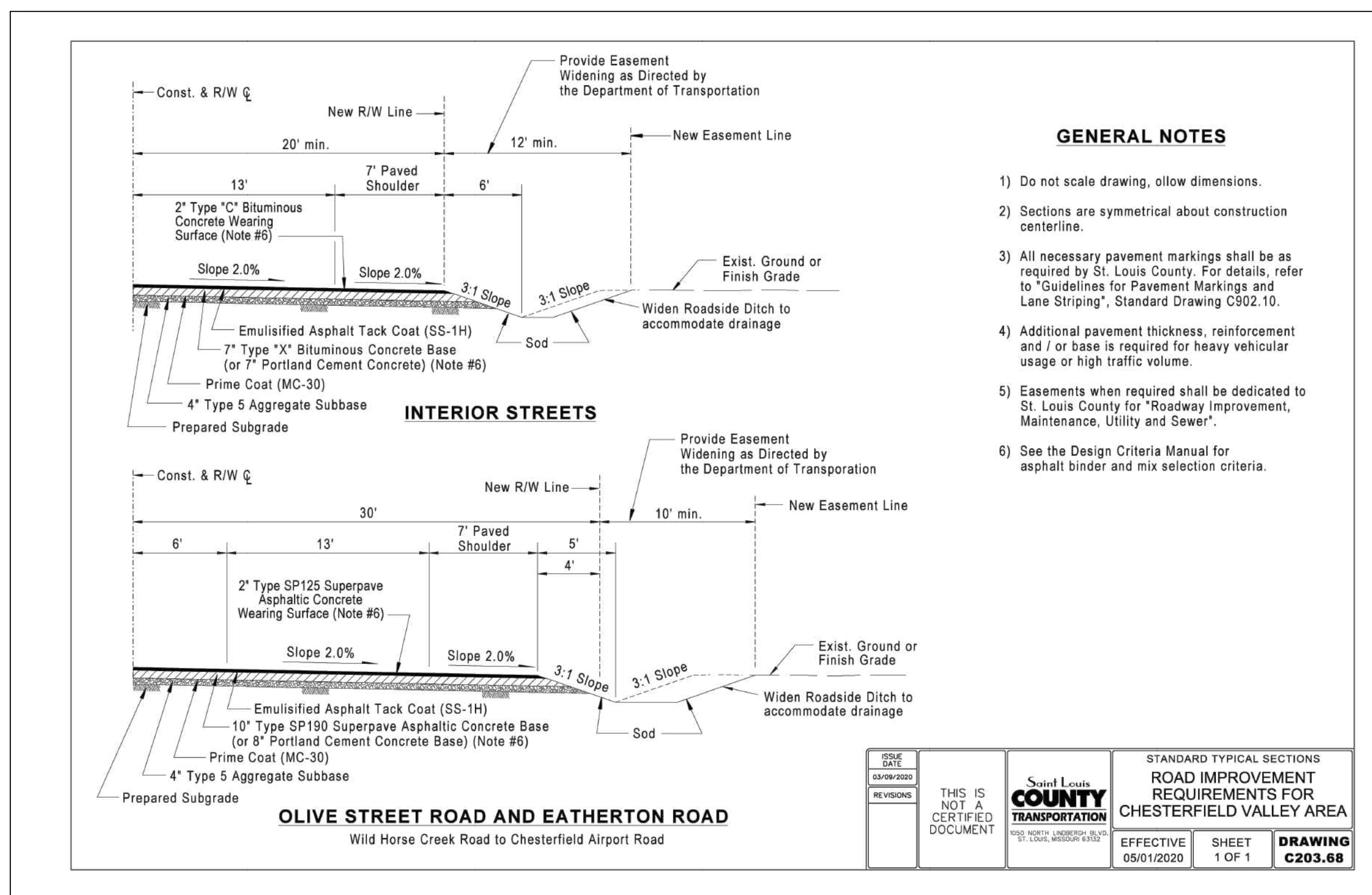


Section B-B PROFILE



SECTIONS
SCALE: HORZ: 1"=50'
VERT: 1"=20'

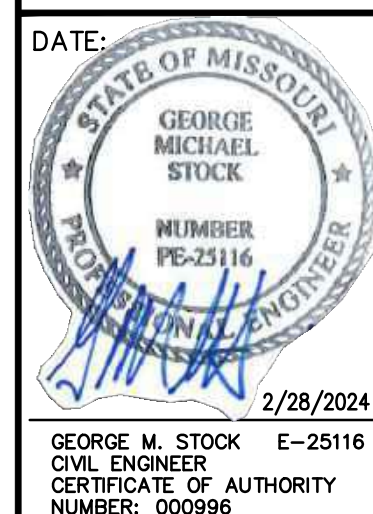
NOTE:
SEE SHEET 1 OF 2 FOR SITE SECTION LOCATIONS



GENERAL NOTES

- 1) Do not scale drawing, allow dimensions.
- 2) Sections are symmetrical about construction centerline.
- 3) All necessary pavement markings shall be as required by St. Louis County. For details, refer to "Guidelines for Pavement Markings and Lane Striping", Standard Drawing C902.10.
- 4) Additional pavement thickness, reinforcement and / or base is required for heavy vehicular usage or high traffic volume.
- 5) Easements when required shall be dedicated to St. Louis County for "Roadway Improvement, Maintenance, Utility and Sewer".
- 6) See the Design Criteria Manual for asphalt binder and mix selection criteria.

EATHERTON ROAD WIDENING - TYPICAL SECTION



REVISIONS:

1	2024-02-02 - REVISED PER CITY COMMENTS AND LAYOUT DESIGN COORDINATION
2	2024-02-28 - REVISED PER PUBLIC HEARING COMMENTS

DATE:	12/27/2023	JOB NO.:	222-7301.2
DESIGNER:	J.M.B.	DATE:	12/27/2023
CHECKED BY:	G.M.S.	SCALE:	AS SHOWN
DRAWN BY:	J.M.B.	DATE:	12/27/2023
CHECKED BY:	G.M.S.	SCALE:	AS SHOWN
DRAWN BY:	J.M.B.	DATE:	12/27/2023
CHECKED BY:	G.M.S.	SCALE:	AS SHOWN

SHEET TITLE:
PRELIMINARY DEVELOPMENT PLAN

SHEET NO.:
2 of 2

FINANCE AND ADMINISTRATION COMMITTEE

Chair: Councilmember Michael Moore

Vice-Chair: Barbara McGuinness

NEXT MEETING

The next meeting of the F&A 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 Tuesday's meeting.

PARKS, RECREATION AND ARTS COMMITTEE

Chair: Councilmember Mary Monachella

Vice Chair: Councilmember Gary Budoor

NEXT MEETING

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

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

PUBLIC HEALTH AND SAFETY COMMITTEE

Chair: Councilmember Mary Ann Mastorakos

Vice Chair: Councilmember Michael Moore

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 Cheryl Funkhouser or me prior to Tuesday's meeting.

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

- A. Bid Recommendation – 2024 Asphalt Mill and Overlay Project**
Recommendation to accept the low bid submitted by E Meier Contracting and to authorize the City Administrator to enter into an agreement with E Meier Contracting in an amount not to exceed \$1,300,000 for the 2024 Asphalt Mill and Overlay Project. Additional recommendation is to authorize the City Administrator to approve the allocation of the remaining budgeted funds (\$500,000) to a change order with Amcon Municipal Concrete for additional concrete slab and sidewalk work. **(Roll Call Vote) Department of Public Works recommends approval.**
- B. Bid Recommendation – St. Louis Metro APWA Salt Cooperative**
Recommendation to City Council for its consideration of approval of the purchase of salt from Compass Minerals, on behalf of the St. Louis Metro APWA Salt Cooperative, at a price of \$87.41 per ton. This is a negotiated four percent increase over the cost provided by Compass during the 2023/2024 winter season. **(Roll Call Vote) Department of Public Works recommends approval.**
- C. Liquor License – Napoli Brothers Pizza and Pasta –** has requested a new liquor license for retail sale of all kinds intoxicating liquor, drinks to be consumed on premise, and Sunday sales. **(Voice Vote) Application has been reviewed by the Police Department and the Planning Department. There are no known outstanding municipal violations**

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

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: April 3, 2024

RE: 2024 Asphalt Mill and Overlay Project

The Department of Public Works publicly opened bids for the 2024 Asphalt Mill and Overlay Project on April 2, 2024. The results of the bid opening are detailed in the attached memorandum from Project Manager Trent Helland. After reviewing the bids, **I recommend the project be awarded to the low bidder, E Meier Contracting, in an amount not to exceed \$1,300,000.** This includes the low bid amount (\$944,238), the addition of a two-inch asphalt overlay on the south portion of Wilson Avenue from Wilson Manor Drive to Clarkson Road (approximately \$200,000) and a contingency to account for price fluctuations associated with asphalt indexing and change orders which may become necessary during construction of the project. Please note that it is especially beneficial that E Meier was the low bidder on this project as we have been working with them on a potential solution (using a mastic material) to repair the longitudinal cracks on the southern portion of Wilson Avenue. This is a relatively new technology that E Meier has offered to apply on Wilson Avenue at no cost to the City. Once this crack is treated the street will be overlaid with two inches of asphalt which will cover the joint repair, improve the driving surface, and extend the life of the pavement.

The streets included as part of this project are: Edison Avenue, RHL Drive, Chesterfield Commons Drive, Chesterfield East Drive, and Wilson Avenue (Wilson Manor to Clarkson). The scope of the work will include milling the top layer of asphalt, base repairs (as necessary) and a new two-inch asphalt surface course. As referenced above, the longitudinal joints on Wilson Avenue will also be treated prior application of the asphalt surface course.

The Asphalt Mill and Overlay Project is budgeted at \$1,800,000 within Account 120-079-5490 of the Capital Projects Fund. Because this project is so substantially under budget, **I am also requesting approval to apply the remaining \$500,000 to the existing slab replacement and sidewalk projects under construction by Amcon Municipal Concrete.** Amcon has the capacity to construct additional work

and has agreed to do so at the unit prices previously provided. If approved this additional funding would be added to the street / sidewalk projects via change order. Note that approval of both recommendations will result in a total allocation of \$1,800,000, which is within the amount budgeted for this project. If you have questions or require additional information on this project, please contact me.

Concurrence:



Jeannette Kelly, Finance Director

Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to execute an Agreement with E Meier Contracting in an amount not to exceed \$1,300,000 for the 2024 Asphalt Mill and Overlay Project. Additionally, it should authorize the City Administrator to approve the application of the remaining budgeted funds (\$500,000) to a change order with Amcon Municipal Concrete for additional concrete slab and sidewalk work.

Memorandum

Department of Public Works



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

FROM: Trent Helland – Project Manager

DATE: April 3, 2024

RE: 2024 Asphalt Overlay Project

As you are aware, sealed bids for the project were opened on April 2, 2024 at 10:00am. There were eight bidders on the project; E.Meier Contracting, West Contracting, Gershenson Construction, Spencer Contracting, Pavement Solutions, Ford Asphalt Company and Byrne & Jones Construction. E.Meier Contracting is the lowest, responsive and responsible bidder with a bid of \$944,238.29 (bid attached). E.Meier is a well established contractor with positive references.

I recommend requesting authorization to enter into an agreement with E. Meier Contracting to provide construction services for the 2024 Asphalt Overlay Project in an amount not to exceed \$1,300,000. This amount includes a contingency to allow for any unforeseen conditions and/or additional work. As a result of the favorable pricing, I recommend we add a two-inch overlay on Wilson Avenue from Wilson Manor Dr to Clarkson Road at an additional cost of \$200,000. I propose that we allocate the remaining \$500,000 in budget funds to Amcon Municipal Concrete who is currently under contract with the city completing a street reconstruction and sidewalk replacement projects.

This project will include complete resurfacing of Edison Avenue, RHL Dr, Chesterfield Commons Dr and Chesterfield Commons East. The 2024 budget allocation for this project is \$1,800,000.

Attachments: 2024 Asphalt Overlay Project Bid Tabulation
E.Meier Contracting Concrete Bid



BID TABULATION
2024 Asphalt Overlay Project
2024-PW-13
April 2, 2024

ITEM #	DESCRIPTION	UNIT	QUANTITY	E. Meier Contracting			West Contracting			Gershenson Construction Co.			Spencer Contracting Co.			Pavement Solutions, LLC			Ford Asphalt Co.			Byrne & Jones Construction		
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	
1	Crackmill	Sq.Yd.	77,739	1.79	\$ 139,152.81	2.40	\$ 186,573.60	1.80	\$ 139,930.20	2.01	\$ 156,255.39	1.96	\$ 152,768.44	2.00	\$ 155,478.00	2.60	\$ 202,121.40							
2	Truck Coat	Gal.	3,887	5.00	\$ 19,435.00	2.75	\$ 10,689.25	3.00	\$ 11,661.00	0.01	\$ 38.87	2.70	\$ 10,494.90	6.00	\$ 23,322.00	9.85	\$ 38,286.95							
3	Type "B"-1 Asphalt	TON	8,629	83.85	\$ 723,541.65	84.00	\$ 724,836.00	89.15	\$ 769,275.35	91.12	\$ 786,274.48	95.65	\$ 825,363.85	88.00	\$ 759,352.00	89.50	\$ 772,955.50							
4	Traffic Control	LS	1	23,950.00	\$ 23,950.00	28,000.00	\$ 28,000.00	45,894.57	\$ 45,894.57	41,382.00	\$ 41,382.00	14,204.00	\$ 14,204.00	84,209.00	\$ 84,209.00	44,030.00	\$ 44,030.00							
5	Inlet Protection	LF	8	81.00	\$ 648.00	1.00	\$ 8.00	50.00	\$ 400.00	110.00	\$ 880.00	10.75	\$ 86.00	100.00	\$ 800.00	20.00	\$ 160.00							
6	Backfill, Seed, Straw	Sq.Yd.	1	8.00	\$ 8.00	1.00	\$ 1.00	500.00	\$ 500.00	100.00	\$ 100.00	20.00	\$ 20.00	100.00	\$ 100.00	70.00	\$ 70.00							
7	4" Single (White)	LF	52,901	0.22	\$ 11,638.22	0.22	\$ 11,638.22	0.25	\$ 13,225.25	0.24	\$ 12,696.24	0.24	\$ 12,696.24	0.25	\$ 13,225.25	0.25	\$ 13,225.25							
8	4" Single (Yellow)	LF	36,051	0.22	\$ 7,931.22	0.22	\$ 7,931.22	0.25	\$ 9,012.75	0.24	\$ 8,652.24	0.24	\$ 8,652.24	0.25	\$ 9,012.75	0.25	\$ 9,012.75							
9	6" Pedestrian Crossing (White)	LF	1,563	2.52	\$ 3,938.76	2.50	\$ 3,907.50	2.50	\$ 3,907.50	2.75	\$ 4,298.25	2.75	\$ 4,298.25	3.00	\$ 4,689.00	2.85	\$ 4,454.55							
10	Stop Bars	EA	11	100.79	\$ 1,108.69	100.00	\$ 1,100.00	100.00	\$ 1,100.00	110.00	\$ 1,210.00	110.00	\$ 1,210.00	110.00	\$ 1,210.00	114.30	\$ 1,257.30							
11	Symbols	EA	26	85.67	\$ 2,227.42	85.00	\$ 7,225.00	85.00	\$ 7,225.00	93.50	\$ 2,431.00	93.50	\$ 2,431.00	95.00	\$ 2,470.00	97.15	\$ 2,525.90							
12	Lettering	EA	9	146.14	\$ 1,315.26	145.00	\$ 1,305.00	145.00	\$ 1,305.00	159.50	\$ 1,455.50	159.50	\$ 1,455.50	160.00	\$ 1,440.00	165.75	\$ 1,491.75							
13	Arrows (Right, Left)	EA	64	75.59	\$ 4,837.76	75.00	\$ 4,800.00	75.00	\$ 4,800.00	82.50	\$ 5,280.00	82.50	\$ 5,280.00	85.00	\$ 5,312.00	85.75	\$ 5,488.00							
14	Arrows Combination	EA	2	125.99	\$ 251.98	125.00	\$ 250.00	125.00	\$ 250.00	137.50	\$ 275.00	137.50	\$ 275.00	140.00	\$ 280.00	143.00	\$ 286.00							
15	Island Painting (Yellow)	EA	8	100.79	\$ 806.32	100.00	\$ 800.00	100.00	\$ 800.00	110.00	\$ 880.00	110.00	\$ 880.00	110.00	\$ 880.00	114.30	\$ 914.40							
16	6" Yellow Cross Hatches	LF	3,150	0.76	\$ 2,394.00	0.75	\$ 2,362.50	0.75	\$ 2,362.50	0.83	\$ 2,614.50	0.83	\$ 2,614.50	1.00	\$ 3,150.00	0.85	\$ 2,677.50							
17	6" White Cross Hatches	LF	70	0.76	\$ 53.20	0.75	\$ 52.50	0.75	\$ 52.50	0.83	\$ 58.10	0.83	\$ 58.10	1.00	\$ 70.00	0.85	\$ 59.50							
18	Undergrading	Sq.Yd.	200	5.00	\$ 1,000.00	10.00	\$ 2,000.00	18.00	\$ 3,600.00	92.00	\$ 18,400.00	37.57	\$ 7,514.00	50.00	\$ 10,000.00	35.00	\$ 7,000.00							
TOTAL BID					\$ 944,238.29		\$ 988,454.79		\$ 1,010,286.62		\$ 1,043,161.57		\$ 1,049,882.02		\$ 1,075,000.00		\$ 1,105,356.75							

EXHIBIT A

BID FORM

BID TIME: 10:00 a.m.
BID DATE: Tuesday, April 2, 2024

TO: THE CITY OF CHESTERFIELD

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

Asphalt Overlay Project
2024-PW-13

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

The City is requesting unit price proposals for this work, consisting of «ScopeofWork».

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

Bid submitted by:

Company Name: E. Meier Contracting, Inc.

Address: 860 Westwood Industrial Ct

City, State Weldon Spring, MO 63304

Phone number: 636-300-0908 Fax: N/A

E-mail address: mrogan@emeier.com

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

Officer Amanda Schwendemann

Title Controller

Signature *Amanda Schwendemann*

Date 04/02/2024

Bid
CITY OF CHESTERFIELD
2024 Asphalt Overlay Project
2024-PW-13

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE	ENGINEER'S ESTIMATE			
						UNIT PRICE	EXTENDED PRICE		
1	Coldmill	Sq.Yd.	77,739	<u>1.79</u>	<u>139,152.81</u>	\$	-	\$	-
2	Tack Coat	Gal.	3,887	<u>5.00</u>	<u>19,435.00</u>	\$	-	\$	-
3	Type "BP-1" Asphalt	TON	8,629	<u>83.85</u>	<u>723,541.65</u>	\$	-	\$	-
4	Traffic Control	LS	1	<u>23,950.00</u>	<u>23,950.00</u>	\$	-	\$	-
5	Inlet Protection	LF	8	<u>81.00</u>	<u>648.00</u>	\$	-	\$	-
6	Backfill, Seed, Straw	Sq.Yd.	1	<u>8.00</u>	<u>8.00</u>	\$	-	\$	-
7	4" Single (White)	LF	52,901	<u>0.22</u>	<u>11,638.22</u>	\$	-	\$	-
8	4" Single (Yellow)	LF	36,051	<u>0.22</u>	<u>7,931.22</u>	\$	-	\$	-
9	6" Pedestrian Crossing (White)	LF	1,563	<u>2.52</u>	<u>3,938.76</u>	\$	-	\$	-
10	Stop Bars	EA	11	<u>100.79</u>	<u>1,108.69</u>	\$	-	\$	-
11	Symbols	EA	26	<u>85.67</u>	<u>2,227.42</u>	\$	-	\$	-
12	Lettering	EA	9	<u>146.14</u>	<u>1,315.26</u>	\$	-	\$	-
13	Arrows (Right, Left)	EA	64	<u>75.59</u>	<u>4,837.76</u>	\$	-	\$	-
14	Arrows Combination	EA	2	<u>125.99</u>	<u>251.98</u>	\$	-	\$	-
15	Island Painting (Yellow)	EA	8	<u>100.79</u>	<u>806.32</u>	\$	-	\$	-
16	6" Yellow Cross Hatches	LF	3,150	<u>0.76</u>	<u>2,394.00</u>	\$	-	\$	-
17	6" White Cross Hatches	LF	70	<u>0.76</u>	<u>53.20</u>	\$	-	\$	-
18	Undergrading	Sq.Yd.	200	<u>5.00</u>	<u>1,000.00</u>	\$	-	\$	-

TOTAL \$944,238.29

E. Meier Contracting, Inc. wishes to utilize the MoDot Asphalt Price Index for changes in asphalt pricing

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: April 2, 2024

RE: St. Louis Metro APWA Salt Cooperative

The City of Chesterfield coordinates the purchase and delivery of deicing salt for all members of the St. Louis Metro APWA Salt Cooperative (Co-op). The Co-op is comprised of 49 cities and eight school districts which combine their purchasing power to obtain the best price possible for deicing salt. During the 2023/2024 winter season the Co-op purchased 15,400 tons of salt

As you may recall, two years ago we implemented a significant change in the way the Co-op is administered. For many years there were two separate bids for salt – one for the salt itself and one for delivery. We changed that process in 2022 in consultation with the members of the Co-op, the salt providers, and the City's Finance Department. That change has been overwhelmingly positive, and we will continue with the new procedure into the future.

During the winter of 2023/ 2024 salt was provided by the low bidder, Compass Minerals, at a delivered cost of \$84.05 per ton. Compass has provided excellent service to the Co-op for a number of years. Their flexibility is appreciated by all members of the Co-op, including the City of Chesterfield who benefited last year by reducing our salt order by 1,000 tons due to the mild winter. This saved the City of Chesterfield \$84,050 and eliminated the need for us to find storage for salt outside of the salt dome. Compass is willing to extend the contract at the same terms with a cost increase of four percent. They have justified the cost increase by delineating their increased material costs, trucking costs, barge freight costs, and storage costs. The proposed cost increase was initially higher but I negotiated it down to four percent, which was as low as Compass would agree to go.

After reviewing this matter in detail, **it is my recommendation that the City of Chesterfield accept the four percent price increase proposed by Compass Minerals on behalf of the Co-op. This will result in a delivered price to all members of \$87.41 per ton.** I have two primary reasons for making this

recommendation. First, I believe this is a fair price and a reasonable cost increase. Second, due to the mild winter last year many agencies may greatly reduce their salt order. This has been communicated to Compass and they have accepted the Co-op's pricing arrangement. Further, if we encounter a bad winter this year, Compass has demonstrated their flexibility and willingness to work with the Co-op members to adjust their salt orders.

If approved the salt will be provided to all Co-op members within two separate deliveries; a fall 2024 delivery and a winter 2025 delivery. The City of Chesterfield salt dome is full, and we will not need to order any salt for the fall order. Additionally, due to order reductions over the past several years, we have an existing purchase order balance to Compass of \$240,921. Accordingly, there is no need for the City Council to approve any additional salt purchase. If the need arises to purchase additional salt for the winter order, the City will do so using funds previously allocated by City Council but not executed due to the recent mild winters.

If you have questions or need additional information, please let me know.

Concurrence: 
Jeannette Kelly, Finance Director

Action Recommended

This matter should be forwarded to City Council for its consideration of approval of the purchase of salt from Compass Minerals, on behalf of the St. Louis Metro APWA Salt Cooperative, at a price of \$87.41 per ton. This is a negotiated four percent increase over the cost provided by Compass during the 2023/2024 winter season.



April 2, 2024

Jim Eckrich
Director of Public Works/ City Engineer
City of Chesterfield

Jim,

Thank you for the opportunity to roll the City of Chesterfield Co-Op Rock Salt agreement.

Compass Minerals is requesting a 4.00% price increase. Given that the previous season had light snow events, and entities did not purchase the full estimated amount in the seasonal period, we are assuming less purchased volume for next season, and it would also fall in the non-guaranteed winter replenishment portion.

The items impacting our production and logistics costs, year over year, are directly tied to current inflationary cost pressures of labor and raw materials. Additionally, logistics & fuel costs are expected to have continued volatility. Having non-guaranteed volume as a portion of the contract, our storage and carry cost with the depot is also up due to less volume throughput. Below is the support for increased costs.

- PPI Rock Salt 3% increase from March of 2023 to February of 2024
- Freight Trucking had a 2% increase from August 2023 to February 2024
- Barge Freight cost to St. Louis increased 3.5% from 2023 to 2024
- Storage rates have increased 4% from 2023 to 2024

The salt supply on the river system has seen volatility the past several years due to the Cargill mine closure in early 2021. We continue to see impacts in the market to this mine closure across the Midwest market and other industries that use mined rock salt.

We appreciate the relationship we have built with City of Chesterfield and the Co-Op over the past couple of years and wish to continue as your salt vendor next winter season. We would prefer to roll this contract an additional year and continue our partnership. Should you have questions please contact me at (913) 344-9369. I look forward to another year of working with you!

Sincerely,

Austin Hilbrands
Sales Manager - US Highway Sales



MEMORANDUM

DATE: April 1, 2024

TO: Mike Geisel
City Administrator

FROM: Denise Pozniak, Business Assistance Coordinator

SUBJECT: **LIQUOR LICENSE REQUEST – NAPOLI BROTHERS PIZZA & PASTA**

NAPOLI BROTHERS PIZZA & PASTA... has requested a new liquor license for retail sale of all kinds intoxicating liquor, drinks to be consumed on premise, and Sunday sales.

Business description: Casual, family-oriented dining of pizza, pasta and salads

There are no known outstanding municipal violations at this location:
17084 N Outer Rd

Kyle Pietoso is the managing officer.

This application was reviewed and approved by both the Police Department and the Department of Planning.

With City Council approval at the Tuesday April 16, 2024 city council meeting, I will immediately issue this license.

OTHER LEGISLATION

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

A. Proposed Bill No. 3497 - Tara Ridge (RP): An ordinance providing for the approval of a Record Plat and Escrow Agreements for Tara Ridge Subdivision, a 35.0 acre tract of land zoned "PUD" Planned Unit Development District located on the north side of Wild Horse Creek Road. **(First Reading) Planning and Public Works Committee recommends approval.**

B. Proposed Bill No. 3499 – Parkland Donation – An ordinance of the City of Chesterfield accepting the donation of 15.9 Acres of Parkland from Lower Missouri River, L.L.C **(First Reading)**

C. Proposed Bill No. 3500 – Land Sale – An ordinance of the City of Chesterfield authorizing the sale of 16.95 acres of excess real estate to Staenberg Advisors LLC or its affiliates **(First Reading)**

D. Proposed Bill No. 3501 – Pathway on the Parkway – 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 Pathway on the Parkway Project from Clarkson Road to Chesterfield Pines Lane. **(First Reading) Planning & Public Works Committee recommends approval.**

E. Proposed Bill No. 3502 – Vector Control Services Contract – An ordinance authorizing the City of Chesterfield to execute a contract with St. Louis County, Missouri for Vector Control Services and authorizing and directing the City Administrator of the City of Chesterfield to enter into a contract with St. Louis County, Missouri for Vector Control Service. **(First Reading) Planning & Public Works Committee recommends approval.**

F. Proposed Bill No. 3503 – 17955 – 18055 N Outer 40 Road (Gumbo Flats), Boundary Adjustment Plat – An ordinance providing for the approval of a Boundary Adjustment Plat for a 290.9-acres tract of land located north of North Outer 40 Road (16w620025, 16w620036, 16w610015, 16w330022, 17w640035, 16w330021, 16w320011, 16v110077, 16w310045, 16w240041). **(First and Second Reading) Department of Planning recommends approval.**

G. Proposed Bill No. 3504 – Vacation of Easement – An ordinance vacating an easement on part of lot 1 and lot 3 of Hay Barn Lane Plat Book 179, page 77 of the St. Louis County, Missouri records, located in U.S. surveys 370 & 1978, township 45 north, range 4 east of the fifth principal meridian, City of Chesterfield, St. Louis County, Missouri.

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

JW

Date: April 16, 2024

RE: **Tara Ridge (RP)**: A Record Plat for a 35.0-acre tract of land of Tara Ridge Subdivision zoned "PUD" Planned Unit Development located on the north side of Wild Horse Creek Road and across from Savonne Court (18V130099, 18V140065, 18V140098).

Summary

The Sterling Company, on behalf of Tara Ridge Development, LLC has submitted a Record Plat for a 35.0-acre tract of land zoned "PUD" Planned Unit Development. The Record Plat will establish 35 lots, common grounds, and public roadways. The site is accessed by Wild Horse Creek Road located south of the subject site.

The submitted Record Plat is in the same lot configuration that exists in the recently approved Site Development Plan.

On March 11, 2024, the plat was brought before the Planning Commission. A motion to approve the Record Plat as presented was passed by a vote of 6-0.

Attached to this memo please find legislation, Record Plat and Escrow Agreements.



Figure 1: Subject Site Aerial

BILL NO. 3497

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR TARA RIDGE SUBDIVISION, A 35.0 ACRE TRACT OF LAND ZONED “PUD” PLANNED UNIT DEVELOPMENT DISTRICT LOCATED ON THE NORTH SIDE OF WILD HORSE CREEK ROAD.

WHEREAS, Sterling Company, on behalf of Tara Ridge Development, LLC has submitted for review and approval of a Record Plat for Tara Ridge subdivision located on the north side of Wild Horse Creek Road; and,

WHEREAS, the purpose of said Record Plat is to subdivide a 35.0 acre tract of land into 35 lots and common ground; and,

WHEREAS, the Planning Commission, having considered the said request, recommended approval by a vote of 6-0; and,

WHEREAS, the City Council, having considered said request, voted to approve the Record Plat.

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

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

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

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 16 day of April, 2024.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 04/16/2024

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by
Tara Ridge Development, LLC
_____, herein called DEVELOPER,
Commerce Bank
_____, herein called ESCROW
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Tara Ridge
_____ in accordance with
Ordinance No. 3189, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of construction, installation and completion of said
improvements, all in accordance with the provisions of said governing ordinance and
Subdivision Regulations, as amended, will be in the sum of
one million six hundred twenty-three thousand five hundred sixteen and 94/100
_____ DOLLARS
(\$ 1,623,516.94), lawful money of the United States of America; and

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

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

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

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

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a CONSTRUCTION DEPOSIT in the amount of one million six hundred twenty-three thousand five hundred sixteen and 94/100, DOLLARS (\$ 1,623,516.94) lawful money of the United States of America by: (check one)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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


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

seals the 29th day of March, 2024.

ATTEST: (SEAL)

DEVELOPER: Tara Ridge Development, LLC

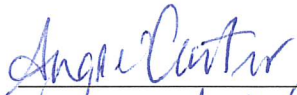

Type Name: James Koers
Title: Authorized Signer

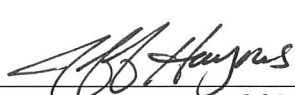
BY: 
Type Name: Jeff Todt
Title: Authorized Signer

Firm Address:
5091 Baumgartner Rd.
St. Louis, MO 63129

ATTEST: (SEAL)

ESCROW HOLDER: Commerce Bank


Type Name: Angie Carter
Title: Authorized Agent

BY: 
Type Name: Jeff Haynes
Title: Vice President

Firm Address:
8001 Forsyth Blvd. 7th Floor
St. Louis, MO 63105

CITY OF CHESTERFIELD, MISSOURI

BY _____
Director of Planning

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

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

BANK OFFICIAL'S ACKNOWLEDGMENT

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

On this 29th day of March, 2024, before me appeared Jeff Haynes, to me personally known, who, being by me duly sworn, did say that he/she is the Vice President (title) of Commerce Bank (name of bank), a Missouri Bank and Trust Company (corporation, etc.) organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said Vice President (title) acknowledged said instrument to be the free act and deed of said bank.

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

Kayla Nicole Carmack
Notary Public

My Commission Expires: 12/06/2026

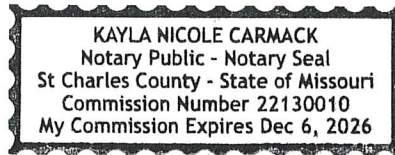


EXHIBIT A

Attach: Subdivision Deposit Spreadsheet

CONSTRUCTION DEPOSIT

SUBDIVISION: Tara Ridge
 PLAT: 1
 SUBDIVISION CODE: 336
 NO. LOTS: 35
 DATE OF PLAT APPROVAL: TBD

DEVELOPER: ELITE DEVELOPMENT SERVICES

CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS			\$423,768.64	\$0.00 \$0.00	0	\$423,768.64	100
SIDEWALKS			\$29,342.72	\$0.00 \$0.00	0	\$29,342.72	100
STREET SIGNS			\$2,424.41	\$0.00 \$0.00	0	\$2,424.41	100
STREET TREES			\$3,879.02	\$0.00 \$0.00	0	\$3,879.02	100
SANITARY SEWER AND PUMP STATIONS			\$81,208.53	\$0.00 \$0.00	0	\$81,208.53	100
STORM SEWER			\$264,580.92	\$0.00 \$0.00	0	\$264,580.92	100
GRADING			\$137,885.00	\$0.00 \$0.00	0	\$137,885.00	100
DETENTION			\$114,507.58	\$0.00 \$0.00	0	\$114,507.58	100
SILTATION CONTROL			\$105,490.51	\$0.00 \$0.00	0	\$105,490.51	100
COMMON GROUND SEED AND ISLAND SODDING			\$27,193.35	\$0.00 \$0.00	0	\$27,193.35	100
MONUMENTATION			\$8,476.51	\$0.00 \$0.00	0	\$8,476.51	100
STREET LIGHTS			\$10,140.65	\$0.00 \$0.00	0	\$10,140.65	100
WATER MAINS			\$322,469.90	\$0.00 \$0.00	0	\$322,469.90	100
MISC. REQ. IMPROVMENTS			\$92,149.20	\$0.00 \$0.00	0	\$92,149.20	100
TOTALS			\$1,623,516.94	\$0.00	0	\$1,623,516.94	100

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by
Tara Ridge Development, LLC
_____, herein called DEVELOPER,
Commerce Bank
_____, herein called CREDIT
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
Tara Ridge
_____ in accordance with
Ordinance No. 3189, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of maintenance of the required improvements, based on
the cost of construction of said improvements, all in accordance with the provisions of said
subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum
of one hundred sixty-two thousand three hundred fifty-one and 69/100 DOLLARS
(\$ 162,351.69), lawful money of the United States of America; and

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

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

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

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a MAINTENANCE DEPOSIT in the amount of one hundred sixty-two thousand three hundred fifty-one and 69/100

DOLLARS (\$ 162,351.69), lawful money of the United States of America by:

(check one)

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

Said deposit guarantees the DEVELOPER will perform his maintenance obligations regarding subdivision improvements, including, but not limited to; lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm drainage facilities, in Tara Ridge Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

seals the 27 day of March, 2024 A.D.

ATTEST: (SEAL)

DEVELOPER: Tara Ridge Development, LLC

James Koers
Type Name: James Koers
Title: Authorized Signer

BY: Jeff Todd
Type Name: Jeff Todd
Title: Authorized Agent

Firm Address:
5091 Baumgartner Rd.
St. Louis, MO 63129

ATTEST: (SEAL)

CREDIT HOLDER: Commerce Bank

Angie Carter
Name: Angie Carter
Title: Authorized Agent

BY: Jeff Haynes
Name: Jeff Haynes
Title: Vice President

Firm Address:
8001 Forsyth Blvd. 7th Floor
St. Louis, MO 63105

CITY OF CHESTERFIELD, MISSOURI

BY _____
Director of Planning

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

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

MAINTENANCE DEPOSIT

SUBDIVISION: Tara Ridge
PLAT: 1
SUB CODE: 336
DEVELOPER: ELITE DEVELOPMENT SERVICES

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

CATEGORY	ORIGINAL BALANCE	DATE OF RELEASE	AMOUNT RELEASED	CURRENT BALANCE
STREETS	\$42,376.86			\$42,376.86
SIDEWALKS	\$2,934.27			\$2,934.27
EMERGENCY ACCESS	\$0.00			\$0.00
STREET SIGNS	\$242.44			\$242.44
STREET TREES	\$387.90			\$387.90
SAN. SEWER	\$8,120.85			\$8,120.85
STORM SEWER	\$26,458.09			\$26,458.09
VALLEY STORMWATER CHAI	\$0.00			\$0.00
GRADING	\$13,788.50			\$13,788.50
DETENTION	\$11,450.76			\$11,450.76
WATER QUALITY	\$0.00			\$0.00
EROSION CONTROL	\$0.00			\$0.00
SILTATION CONTROL	\$10,549.05			\$10,549.05
COMMON GR. SEED	\$2,719.34			\$2,719.34
MONUMENTATION	\$847.65			\$847.65
RETAINING WALL	\$0.00			\$0.00
STREET LIGHTS	\$1,014.06			\$1,014.06
WATER MAINS	\$32,246.99			\$32,246.99
FENCE	\$0.00			\$0.00
MISC. REQUIRED IMP.	\$9,214.92			\$9,214.92
TOTALS	\$162,351.69		\$0.00	\$162,351.69

OWNER'S CERTIFICATE:

WE, THE UNDERSIGNED, OWNERS OF A TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYORS CERTIFICATION HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION SHALL HEREAFTER BE KNOWN AS "TARA RIDGE" TARA COURT (50 FEET WIDE) AND TARA RIDGE DRIVE (50 FEET WIDE), TOGETHER WITH ALL CUL-DE-SACS AND ROUNDABOUTS AND THE INTERSECTIONS WHICH FOR BETTER IDENTIFICATION ARE SHOWN HATCHED (1/11) ON THIS PLAT, ARE HEREBY DEDICATED TO CITY OF CHESTERFIELD FOR PUBLIC USE FOREVER.

ALL EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR OTHER SPECIFIC PURPOSES, ARE HEREBY DEDICATED TO THE CITY OF CHESTERFIELD, MISSOURI, MISSOURI AMERICAN WATER COMPANY, SPIRE MISSOURI INC., UNION ELECTRIC COMPANY DBA AMEREN MISSOURI, SOUTHWESTERN BELL TELEPHONE COMPANY, L.P., DBA AT&T MISSOURI, METROPOLITAN ST. LOUIS SEWER DISTRICT, AND THE RELEVANT CABLE TELEVISION COMPANY, THEIR SUCCESSORS AND ASSIGNS. THEIR INTERESTS MAY APPEAR FOR THE PURPOSE OF IMPROVING, CONSTRUCTING, REPLACING, MAINTAINING, AND REPAIRING OF PUBLIC UTILITIES, SEWER OR SEWERS, STORM WATER IMPROVEMENTS AND DRAINAGE FACILITIES, WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR OR REPLACEMENT OF SAID UTILITIES, SEWER OR SEWERS, STORM WATER IMPROVEMENTS AND DRAINAGE FACILITIES.

THE SIDEWALK EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE CITY OF CHESTERFIELD, MISSOURI, FOR PUBLIC USE FOREVER. SIDEWALKS LOCATED WITHIN THE COMMON GROUND AND SIDEWALK EASEMENTS SHALL BE MAINTAINED BY THE TARA RIDGE HOMEOWNERS' ASSOCIATION.

THE PARKING EASEMENTS/AREAS AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE TARA RIDGE HOMEOWNERS' ASSOCIATION FOR USE BY THE LOT OWNERS, THEIR GUESTS AND INVITEES FOR THEIR PRIVATE USE. MAINTENANCE, REPAIR AND/OR REPLACEMENT OF THE PARKING EASEMENTS AREAS IS THE RESPONSIBILITY OF THE TARA RIDGE HOMEOWNERS' ASSOCIATION.

THE SIGHT DISTANCE EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE CITY OF CHESTERFIELD, MISSOURI, FOR PUBLIC USE FOREVER, TO ENSURE AND PROTECT THE CLEAR AND UNOBSTRUCTED VIEW OF MOTORISTS ON AND ENTERING THE ADJACENT ROADWAY. NO PART OF SAID EASEMENTS SHALL BE BUILT ON IN ANY MANNER WHATSOEVER, NOR SHALL THE GRADE OF THE LAND WITHIN THE EASEMENTS BE CHANGED, NOR SHALL GRANTOR ERECT, PLANT, ALLOW OR PERMIT ANY STRUCTURE (INCLUDING SIGNS, FENCES OR POLES) OR PLANTING (INCLUDING ANY TREES, SHRUBS, GRASS OR WEEDS) WITHIN SAID EASEMENTS UNLESS EXPRESSLY APPROVED BY THE CITY OF CHESTERFIELD, ANY STRUCTURES, PLANTS OR GRADING WHICH ARE NOT APPROVED BY THE CITY OF CHESTERFIELD, OR WHICH ARE NOT MAINTAINED, SHALL BE REMOVED OR CORRECTED, ANY STRUCTURE OR PLANTING APPROVED BY THE CITY OF CHESTERFIELD SHALL BE MAINTAINED TO PROVIDE SIGHT DISTANCE. SIDEWALKS SHALL BE ALLOWED IN THE SIGHT DISTANCE EASEMENTS.

THE LANDSCAPE BUFFERS, AS SHOWN CROSS-HATCHED (+ + + +) ARE ESTABLISHED AS PROTECTED AREAS FOR NATURAL VEGETATION AND VEGETATIVE LANDSCAPING ONLY. STRUCTURES OF ANY SIZE, WHETHER TEMPORARY OR PERMANENT, ARE NOT PERMITTED WITHIN LANDSCAPE BUFFERS. PUBLIC SIDEWALKS, PUBLIC ROADWAYS, PRIVATE ROADWAYS, FENCES, AND UTILITIES SHALL BE ALLOWED WITHIN THE LANDSCAPE BUFFERS. NATURAL VEGETATION AND LANDSCAPING AS APPROVED BY THE CITY OF CHESTERFIELD DURING SITE PLAN REVIEW IS REQUIRED TO BE MAINTAINED AND PRESERVED INDEFINITELY BY THE TARA RIDGE HOMEOWNERS' ASSOCIATION. FAILURE TO MAINTAIN OR PRESERVE LANDSCAPE BUFFERS MAY RESULT IN INSPECTION AND ISSUANCE OF FINES BY THE CITY OF CHESTERFIELD, MISSOURI.

THE AREA DEFINED AS "BLAKE MOUND AREA" ON THIS PLAT IS TO BE PRESERVED AND PROTECTED IN PERPETUITY. THE BLAKE MOUND AREA SHALL BE MAINTAINED AND PRESERVED BY THE TARA RIDGE HOMEOWNERS' ASSOCIATION IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THE RESTRICTIVE COVENANT AND TARA RIDGE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS BEING RECORDED SIMULTANEOUSLY WITH THIS PLAT ("DECLARATION"). THE BLAKE MOUND AREA SHALL BE RESPECTED AS A HISTORICAL SITE AND ANY AND ALL BUILDING, DIGGING, UNNECESSARY DISTURBANCE OF THE SOIL (BEYOND ROUTINE MAINTENANCE BY THE TARA RIDGE HOMEOWNERS' ASSOCIATION), AND/OR USE OF HEAVY EQUIPMENT IS STRICTLY PROHIBITED ON THE MOUND. THE MOUND IS NOT OPEN TO THE PUBLIC, ONLY RESIDENTS OF THE TARA RIDGE SUBDIVISION AND THEIR GUESTS AND INVITEES ARE ALLOWED AS FURTHER SPECIFIED IN THE DECLARATION. WALKING ON THE MOUND IS ALLOWED, BUT MUST BE PERFORMED IN A RESPECTFUL MANNER THAT DOES NOT CAUSE ANY DAMAGE OR SOIL DISTURBANCE OF ANY KIND.

THE "BLAKE MOUND MONUMENT AREA", AND ACCESS THERETO AS SHOWN ON THIS PLAT IS THE AREA IN WHICH AN INFORMATIONAL/EDUCATIONAL MONUMENT WILL BE CONSTRUCTED ABOUT BLAKE MOUND. THIS MONUMENT SHALL BE MAINTAINED BY THE TARA RIDGE HOMEOWNERS' ASSOCIATION.

THE ACCESS EASEMENT, AS SHOWN IN THE COMMON GROUND OF THIS PLAT, IS HEREBY DEDICATED TO THE CURRENT OWNERS OF 17827 WILD HORSE CREEK ROAD, THEIR SUCCESSORS AND/OR ASSIGNS, GUESTS, AND INVITEES FOR PRIVATE USE AS A ROADWAY FOR THE PURPOSES OF INGRESS AND EGRESS FOREVER. MAINTENANCE OF SAID ROADWAY SHALL BE THE RESPONSIBILITY OF THE CURRENT OWNERS OF 17827 WILD HORSE CREEK ROAD, THEIR SUCCESSORS AND/OR ASSIGNS.

THE TARA RIDGE HOMEOWNERS' ASSOCIATION MAY ERECT SUBDIVISION SIGNAGE/MONUMENTS, LANDSCAPING, AND IRRIGATION WITHIN THE COMMON GROUND/COMMON OPEN SPACE AREAS(S), AS SHOWN ON THIS PLAT LABELED "ENTRANCE MONUMENT AREA", WHICH SHALL BECOME THE MAINTENANCE RESPONSIBILITY OF THE TARA RIDGE HOMEOWNERS' ASSOCIATION, AND ITS SUCCESSORS AND ASSIGNS. SUBDIVISION SIGNMENTS/MONUMENTS, LANDSCAPING, AND IRRIGATION WITHIN THE ENTRANCE MONUMENT AREA SHALL NOT BE MODIFIED WITHOUT AUTHORIZATION, APPROVAL, AND PERMIT BY THE CITY OF CHESTERFIELD, MISSOURI.

THE PUMP STATION EASEMENT AS SHOWN HEREON IS HEREBY DEDICATED TO THE METROPOLITAN ST. LOUIS SEWER DISTRICT, ITS AGENTS, SUCCESSORS, AND ASSIGNS, FOR EXCLUSIVE RIGHTS TO BUILD AND MAINTAIN A LIFT AND/OR PUMP STATION, SEWER OR SEWERS, INCLUDING STORMWATER IMPROVEMENTS, INGRESS AND EGRESS, ROADWAY, APPURTENANCES, FENCING, GATES, AND NECESSARY SERVICE AND/OR UTILITY LINES, AND TO USE SUCH ADDITIONAL SPACE ADJACENT TO THE EASEMENT(S) SO GRANTED AS MAY BE REQUIRED FOR WORKING ROOM DURING THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, OR REPAIR OF THE AFORESAID LIFT AND/OR PUMP STATION, SEWER OR SEWERS, INCLUDING STORMWATER IMPROVEMENTS, INGRESS AND EGRESS, ROADWAY, APPURTENANCES, FENCING, GATES, AND NECESSARY SERVICE AND/OR UTILITY LINES. THE METROPOLITAN ST. LOUIS SEWER DISTRICT MAY FROM TIME TO TIME ENTER UPON SAID PREMISES TO CONSTRUCT, RECONSTRUCT, REPLACE, MAINTAIN, OR REPAIR THE AFORESAID LIFT AND/OR PUMP STATION, SEWER OR SEWERS, INCLUDING STORMWATER IMPROVEMENTS, INGRESS AND EGRESS ROADWAY, APPURTENANCES, FENCING, GATES, AND NECESSARY SERVICE AND/OR UTILITY LINES, AND MAY ASSIGN ITS RIGHTS IN THIS EASEMENT(S) TO THE STATE, COUNTY, CITY, OR OTHER POLITICAL SUBDIVISIONS OF THE STATE. THE EASEMENT HEREBY GRANTED IS IRREVOCABLE AND SHALL CONTINUE FOREVER.

THE PUMP STATION ACCESS EASEMENTS, AS SHOWN IN THE COMMON GROUND OF THIS PLAT, ARE HEREBY DEDICATED TO THE METROPOLITAN ST. LOUIS SEWER DISTRICT, THEIR SUCCESSORS AND/OR ASSIGNS FOR INGRESS & EGRESS PURPOSES TO ACCESS THE PUMP STATION. MAINTENANCE OF ANY PAVEMENT LOCATED WITHIN THE PUMP STATION ACCESS EASEMENT, INCLUDING WHERE THE PUMP STATION ACCESS EASEMENT OVERLAPS THE PUMP STATION EASEMENT, SHALL BE THE RESPONSIBILITY OF THE TARA RIDGE HOMEOWNERS' ASSOCIATION.

NO ABOVE GROUND STRUCTURE, OTHER THAN REQUIRED STREET LIGHTS OR OTHER PUBLIC UTILITIES IN ACCORDANCE WITH THE APPROVED IMPROVEMENT PLANS MAY BE CONSTRUCTED OR INSTALLED WITHIN A CUL-DE-SAC ISLAND, DIVIDED STREET ISLAND, OR MEDIAN STRIP, WITHOUT AUTHORIZATION AND PERMIT OF CHESTERFIELD THROUGH THE ISSUANCE OF A SPECIAL USE PERMIT. MAINTENANCE OF ANY VEGETATION, LANDSCAPING AND IRRIGATION LOCATED WITHIN A CUL-DE-SAC ISLAND, DIVIDED STREET ISLAND, OR MEDIAN STRIP SHALL BE THE RESPONSIBILITY OF THE TARA RIDGE HOMEOWNERS' ASSOCIATION.

THE STORMWATER MANAGEMENT RESERVE AREAS AS SHOWN ON THIS PLAT ARE HEREBY ESTABLISHED FOR THE REQUIRED STORMWATER MANAGEMENT FEATURES. ALSO KNOWN AS BMP(S) (BEST MANAGEMENT PRACTICES), THE RESERVE AREAS HEREBY ESTABLISHED ARE IRREVOCABLE AND SHALL CONTINUE FOREVER, SUBJECT TO A "MAINTENANCE AGREEMENT" EXECUTED ON THE 28TH DAY OF AUGUST, 2023, AND RECORDED ON THE 31ST DAY OF AUGUST, 2023 IN DOCUMENT NO. 202308100195 OF THE ST. LOUIS COUNTY RECORDS.

THE TARA RIDGE HOMEOWNERS' ASSOCIATION SHALL BE OBLIGATED TO MAINTAIN, REPAIR, CONSTRUCT, IMPROVE AND OPERATE THE STORMWATER MANAGEMENT RESERVE AREAS SHOWN ON THIS PLAT AND THE DETENTION FACILITIES, STORMWATER BEST MANAGEMENT PRACTICES, INCLUDING, BUT NOT LIMITED TO, PRIVATE SEWERS AND PRIVATE STORMWATER IMPROVEMENTS CONSTRUCTED THEREON AS PER THE MSD APPROVED STORMWATER MANAGEMENT FACILITIES REPORT (23MSD-00187).

THE COMMON GROUND SHOWN ON THIS PLAT HAS BEEN CONVEYED FOREVER TO THE TARA RIDGE HOMEOWNERS' ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, BY GENERAL WARRANTY DEED RECORDED THE _____ DAY OF _____, 2024 AS DAILY NO. _____ IN THE ST. LOUIS COUNTY RECORDS.

THIS SUBDIVISION IS SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN THE TARA RIDGE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FILED ON THE _____ DAY OF _____, 2024 AS DAILY NO. _____ IN THE ST. LOUIS COUNTY RECORDS, OR AS AMENDED THEREAFTER.

BUILDING LINES AS SHOWN ON THIS PLAT ARE HEREBY ESTABLISHED.

IT IS HEREBY CERTIFIED THAT THERE ARE NO DELINQUENT TAXES OUTSTANDING.

IT IS HEREBY CERTIFIED THAT ALL EXISTING EASEMENTS ARE SHOWN OR NOTED ON THIS PLAT AS OF THE TIME AND DATE OF RECORDING OF THIS PLAT.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND THIS _____ DAY OF _____, 2024.

TARA RIDGE DEVELOPMENT, LLC

BY: _____

JEREMY ROTH, AUTHORIZED AGENT

STATE OF MISSOURI)

COUNTY OF _____) SS.

ON THIS _____ DAY OF _____, 2024, BEFORE ME PERSONALLY APPEARED JEREMY ROTH, TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE IS THE DULY AUTHORIZED AGENT OF TARA RIDGE DEVELOPMENT, LLC, A MISSOURI LIMITED LIABILITY COMPANY, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND SAID JEREMY ROTH ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

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

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

NOTARY PUBLIC

NOTARY PUBLIC

NOTARY PUBLIC

NOTARY PUBLIC

NOTARY PUBLIC

NOTARY PUBLIC

NOTARY PUBLIC

NOTARY PUBLIC

NOTARY PUBLIC

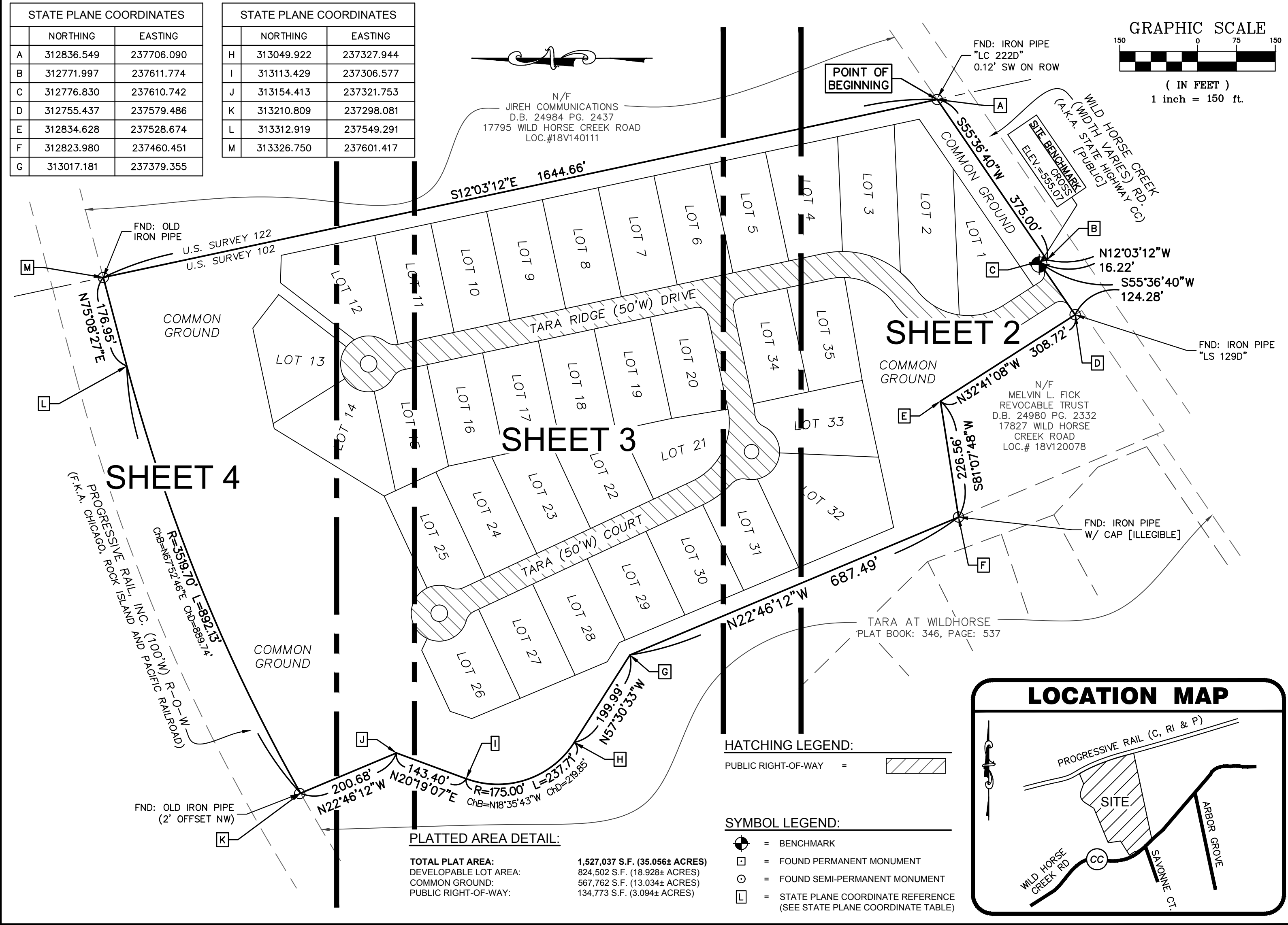
NOTARY PUBLIC

NOTARY PUBLIC

TARA RIDGE

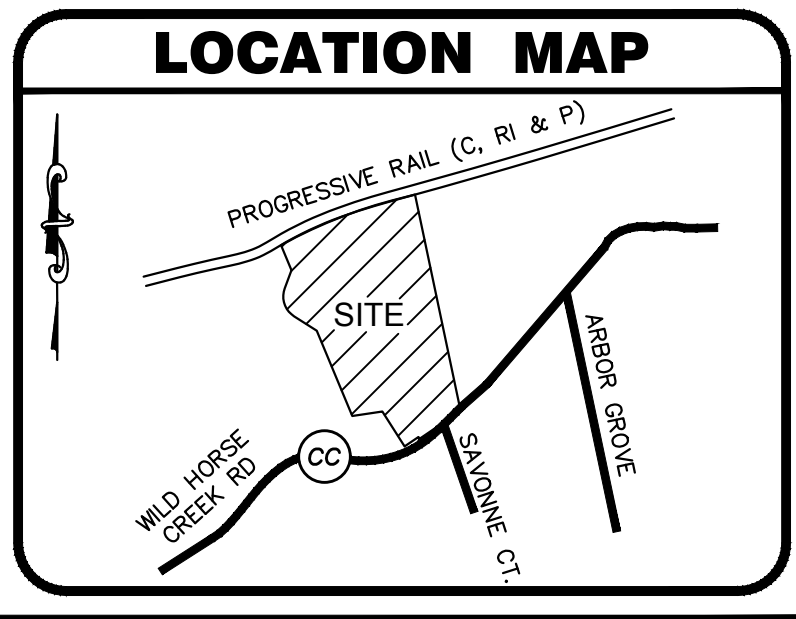
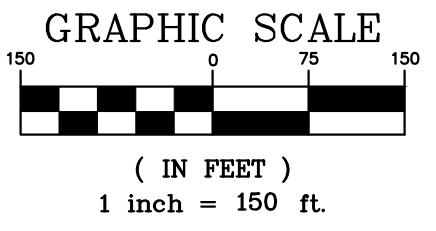
A TRACT OF LAND BEING ALL OF ADJUSTED PARCEL B OF "BOUNDARY ADJUSTMENT PLAT OF "A TRACT OF LAND IN U.S. SURVEY 102, TOWNSHIP 45 NORTH - RANGE 3 EAST" (PLAT BOOK 338 PAGE 96) AND PART OF ADJUSTED TRACT A OF "BOUNDARY ADJUSTMENT PLAT OF "A TRACT OF LAND IN U.S. SURVEY 102, IN TOWNSHIP 45 NORTH - RANGE 3 EAST" (PLAT BOOK 346 PAGE 353), ALL LOCATED IN U.S. SURVEY 102, TOWNSHIP 45 NORTH, RANGE 3 EAST, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI. ZONED "PUD" PLANNED UNIT DEVELOPMENT ACCORDING TO CITY OF CHESTERFIELD ORDINANCE NO. 3189

DEVELOPMENT OVERVIEW & SHEET INDEX



STATE PLANE COORDINATES table with columns for Northing and Easting for points A through G.

STATE PLANE COORDINATES table with columns for Northing and Easting for points H through M.



CITY OF CHESTERFIELD:

THIS IS TO CERTIFY THAT THE RECORD PLAT OF "TARA RIDGE" WAS APPROVED BY THE CITY COUNCIL FOR THE CITY OF CHESTERFIELD BY ORDINANCE NO. _____ ON THE _____ DAY OF _____, 2024 AND THEREBY AUTHORIZES THE RECORDING OF THIS RECORD PLAT WITH THE OFFICE OF THE ST. LOUIS COUNTY RECORDER OF DEEDS.

BOB NATION, MAYOR

VICKIE MCGOWAN, CITY CLERK

LIENHOLDER - PARTIAL RELEASE OF DEED OF TRUST:

WHEREAS, _____ BY A DEED OF TRUST DATED _____, 20 _____ AND RECORDED IN DOCUMENT NO. _____ OF THE ST. LOUIS COUNTY RECORDS, CONVEYED TO THE TRUSTEE THEREIN NAMED CERTAIN REAL ESTATE TO SECURE THE PAYMENT OF CERTAIN NOTE OR NOTES IN SAID DEED DESCRIBED AND SET FORTH; AND WHEREAS, SAID DEED OF TRUST AND NOTE OR NOTES HAS OR HAVE BEEN PARTIALLY PAID AND SATISFIED.

NOW THEREFORE, THE UNDERSIGNED, PRESENT HOLDER AND LEGAL OWNER OF SAID DEED OF TRUST AND NOTE OR NOTES, DOES HEREBY JOIN IN AND APPROVE IN EVERY DETAIL THIS PLAT AND DOES HEREBY REMISE, RELEASE AND OUTCLAIM UNTO THE PRESENT OWNERS, PART OF THE REAL ESTATE IN SAID DEED OF TRUST DESCRIBED, TO WIT: ALL COMMON GROUND OR COMMON OPEN SPACE, AND ALL STREETS, PUBLIC OR PRIVATE SHOWN ON THIS PLAT.

TO HAVE AND TO HOLD SAME, WITH ALL APPURTENANCES THERETO BELONGING FREE, CLEAR AND DISCHARGED FROM THE ENCUMBRANCE OF SAID DEED OF TRUST.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THESE PRESENTS THIS _____ DAY OF _____, 2024.

LENDER:

BY: _____

PRINT NAME AND TITLE

STATE OF MISSOURI)

COUNTY OF _____) SS.

ON THIS _____ DAY OF _____, 2024, BEFORE ME APPEARED _____, TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY HE/SHE IS THE _____, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID ASSOCIATION AND SAID _____ ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID ASSOCIATION.

IN TESTIMONY WHEREOF, I HAVE HERETH SET MY HAND AND AFFIXED MY NOTARIAL SEAL IN THE COUNTY AND STATE AFORESAID, THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

NOTARY PUBLIC

NOTARY PUBLIC

NOTARY PUBLIC

NOTARY PUBLIC

SURVEYOR'S NOTES

- 1. THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEARS BELOW ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PLAT AND DISCLAIMS (PURSUANT TO SECTION 327.1 RSMO) ANY RESPONSIBILITY FOR PLANS, SPECIFICATIONS, ESTIMATES, REPORTS OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE UNDERSIGNED RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT FOR WHICH THIS PLAT APPEARS.
2. THIS PLAT CONTAINS 1,527,037 SQUARE FEET (35,056 ACRES MORE OR LESS), AND A TOTAL OF 35 LOTS.
3. ALL BEARINGS AND DISTANCES ARE AS SURVEYED (S) UNLESS NOTED OTHERWISE. (R) DENOTES RECORD INFORMATION.
4. THE SUBJECT TRACT IS CURRENTLY ZONED "PUD" PLANNED UNIT DEVELOPMENT ACCORDING TO THE CITY OF CHESTERFIELD, MISSOURI ORDINANCE NO. 3189, APPROVED ON MARCH 28, 2022. SEE TYPICAL LOT DIAGRAMS FOR INDIVIDUAL LOT ZONING RESTRICTIONS.
5. BASIS OF BEARINGS: MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE, GRID NORTH.
6. SOURCE OF RECORD TITLE: SPECIAL WARRANTY DEED TO TARA RIDGE DEVELOPMENT, LLC, RECORDED IN DOCUMENT NO. 2023070500195 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS.
7. SUBJECT TRACT IS LOCATED IN FLOOD ZONE "X" (UNSHADED) AND FLOOD ZONE "X" SHADED ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM. FLOOD INSURANCE RATE MAP FOR ST. LOUIS COUNTY, MISSOURI, AND INCORPORATED AREAS ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP NUMBER 29189C0145K EFFECTIVE FEBRUARY 4, 2015. FLOOD ZONE "X" (UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. FLOOD ZONE "X" (SHADED) IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD. NO DEVELOPEABLE LOTS CREATED BY THIS PLAT ARE LOCATED WITHIN A FLOODWAY AT THE TIME OF RECORDING.
8. PERMANENT MONUMENTS WILL BE SET IN ONE YEAR FROM DATE OF RECORDING OR WHEN FINAL GRADING IS COMPLETE. SEMI-PERMANENT MONUMENTS WILL BE SET IN ONE YEAR FROM DATE OF RECORDING OR WHEN PAVEMENT IS INSTALLED. A TOTAL OF 17 PERMANENT AND SEMI-PERMANENT MONUMENTS SHALL BE SET IN THIS PLAT.
9. FOR EASEMENTS, THE STERLING COMPANY HAS USED, EXCLUSIVELY, AN OWNER'S POLICY OF TITLE INSURANCE BY TITLE PARTNERS AGENCY, LLC, AS AGENT FOR OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, POLICY NO. 0X-14947517, COMMITMENT NO. 23-19919-KEE, WITH A POLICY DATE OF JULY 5, 2023 AT 07:11 AM. THE NOTES REGARDING SCHEDULE B, SPECIAL EXCEPTIONS OF SAID POLICY ARE AS FOLLOWS:
ITEMS 1-3: GENERAL EXCEPTIONS WITH NO COMMENT BY SURVEYOR.
ITEM 4: TERMS AND PROVISIONS OF THE SEWER AGREEMENT, INCLUDING A PROVISION FOR ASSESSMENTS, CONTAINED IN THE INSTRUMENT RECORDED IN BOOK 10387 PAGE 2308, BLANKET IN NATURE, AFFECTING ALL OF THE PORTION OF TRACT THAT IS NOT PART OF THE RESTRICTED AREA SHOWN IN ITEM 5 BELOW. DOCUMENT # A MAINTENANCE AGREEMENT TO MAINTAIN STORM SEWER FACILITIES PER MSD PROJECT NO. P-020088, MAINTENANCE AGREEMENT IS SUPERCEDED BY A NEW MAINTENANCE AGREEMENT WITH THE METROPOLITAN ST. LOUIS SEWER DISTRICT RECORDED IN DOCUMENT NO. 202308100195, AND NO LONGER AFFECTS THE SUBJECT TRACT.
ITEM 5: COVENANTS AND RESTRICTIONS CONTAINED IN THE INSTRUMENT RECORDED IN BOOK 11408 PAGE 148 OF THE ST. LOUIS COUNTY RECORDS, DOCUMENT RESTRICTS USE OF THE LAND, STATING THAT IT SHOULD PERPETUALLY REMAIN OPEN SPACE, AREA SUBJECT TO THIS RESTRICTION IS NOTED AND SHOWN HEREON. COVENANTS AND RESTRICTIONS TO BE SUPERCEDED BY THE RECORDING OF THIS PLAT.
ITEM 6: PERMANENT SIDEWALK, SEWER AND UTILITY EASEMENT CONTAINED IN THE INSTRUMENT RECORDED IN BOOK 10768 PAGE 388 OF THE ST. LOUIS COUNTY RECORDS, AFFECTS SUBJECT PROPERTY IN THE AREA NOTED AND SHOWN HEREON, DOES NOT AFFECT ANY LOTS CREATED BY THIS PLAT.
ITEM 7: EASEMENT GRANTED TO MSD FOR SEWER PURPOSES RECORDED IN BOOK 10692 PAGE 2359 OF THE ST. LOUIS COUNTY RECORDS, AFFECTS SUBJECT PROPERTY IN THE AREAS NOTED AND SHOWN HEREON, TO BE PARTIALLY RELEASED BY SEPARATE INSTRUMENT.
ITEM 8: PROPERTY LINES AS ESTABLISHED BY PLAT BOOK 338 PAGE 96 AND BOOK 346 PAGE 353. AFFECT SUBJECT PROPERTY; PROPERTY LINES SHOWN HEREON.
ITEM 9: SEWER DEDICATION WITH THE METROPOLITAN ST. LOUIS SEWER DISTRICT RECORDED IN BOOK 11408 PAGE 1420 OF THE ST. LOUIS COUNTY RECORDS, AFFECTS SUBJECT PROPERTY; DOCUMENT GRANTS SEWERS CONSTRUCTED FOR GATEWAY ACADEMY PER MSD PROJECT NO. P-20088 TO MSD.
ITEM 10: DEED OF TRUST DATED JUNE 29, 2003 FROM TARA RIDGE DEVELOPMENT, LLC TO STAEL CLUTS, TRUSTEE FOR COMMERCE BANK FILED FOR RECORD ON JULY 6, 2023 AS DOCUMENT NUMBER 2023070600127 IN THE SAINT LOUIS COUNTY, MISSOURI RECORDS.

PROPERTY DESCRIPTION (OVERALL DEVELOPMENT):

A TRACT OF LAND BEING ALL OF ADJUSTED PARCEL B OF "BOUNDARY ADJUSTMENT PLAT OF A TRACT OF LAND IN U.S. SURVEY 102, TOWNSHIP 45 NORTH - RANGE 3 EAST, ST. LOUIS COUNTY, MISSOURI" ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 338 PAGE 96 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS AND PART OF ADJUSTED TRACT A OF "BOUNDARY ADJUSTMENT PLAT OF A TRACT OF LAND IN U.S. SURVEY 102, IN TOWNSHIP 45 NORTH - RANGE 3 EAST, ST. LOUIS COUNTY, MISSOURI" ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 346 PAGE 353 OF THE ST. LOUIS COUNTY RECORDS, ALL LOCATED IN U.S. SURVEY 102, TOWNSHIP 45 NORTH, RANGE 3 EAST, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE SOUTHEAST CORNER OF ABOVE SAID ADJUSTED PARCEL B, SAID CORNER BEING THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF WILD HORSE CREEK ROAD (WITH VARIES) AND THE NORTHEAST LINE OF ABOVE SAID U.S. SURVEY 102; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES: ALONG A LINE BEING 30 FEET NORTH OF AND PARALLEL TO THE CENTERLINE OF SAID WILD HORSE CREEK ROAD, SOUTH 55°36'40" WEST, 375.00 FEET; NORTH 12°03'12" WEST, 16.22 FEET; AND ALONG A LINE BEING 45 FEET NORTH OF AND PARALLEL TO SAID COURSE, SOUTH 55°36'40" WEST, 124.28 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND CONVEYED TO TRUSTEE OF THE MELVIN L. FICK REVOCABLE TRUST DATED SEPTEMBER 28, 2005 BY DOCUMENT RECORDED IN DEED BOOK 24980 PAGES 2332-2335 OF THE ABOVE SAID RECORDS, THENCE LEAVING SAID RIGHT-OF-WAY LINE AND ALONG THE EAST AND NORTH LINES OF SAID FICK TRACT THE FOLLOWING COURSES AND DISTANCES: NORTH 32°41'08" WEST, 308.72 FEET TO A POINT OF TANGENCY; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, NORTH 75°08'27" EAST, 176.95 FEET TO A POINT BEING THE NORTHEAST CORNER OF SAID ADJUSTED TRACT A; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE EAST LINE OF SAID ADJUSTED TRACT A AND ITS PROLONGATION, BEING THE EAST LINE OF SAID ADJUSTED PARCEL B, SOUTH 12°03'12" EAST, 164.66 FEET TO THE POINT OF BEGINNING AND CONTAINS 1,527,037 SQUARE FEET, OR 35,056 ACRES, MORE OR LESS ACCORDING TO SURVEY PERFORMED BY THE STERLING COMPANY DURING THE MONTH OF AUGUST, 2021 UNDER ORDER NUMBER 20-07-232.

STATEMENT OF STATE PLANE COORDINATE TIE:

STATE PLANE COORDINATES WERE DETERMINED ON JULY 28, 2021 USING TRIMBLE REAL-TIME KINEMATIC GPS HARDWARE FROM THE PROJECT SITE TO A CONTINUOUSLY OPERATING REFERENCE STATION (CORS) WITH AN ID OF MO51 AND A PID OF DL3650 HAVING PUBLISHED MISSOURI STATE PLANE (EAST ZONE) 2011 COORDINATE VALUES OF NORTH (Y) = 302843.569 METERS AND EAST (X) = 253367.387 METERS.

COMBINED GRID FACTOR = 0.999913964 (1 METER = 3.28083333 FEET)

BENCHMARKS:

PROJECT BENCHMARK #1: ST. LOUIS COUNTY BM 11127 ELEVATION = 583.28 (NAVD 88)

STANDARD DNR ALUMINUM DISK STAMPED SL-39A SITUATED IN A GRASSY AREA NORTHWEST OF WILD HORSE CREEK ROAD 240 FEET MORE OR LESS SOUTHWEST OF THE CENTERLINE OF TARA OAKS DRIVE AND SITUATED SOUTH AND WEST OF A PRIVATE ROAD KNOWN AS TUMA LANE; ROUGHLY 24 FEET NORTHWEST OF THE CENTERLINE OF WILD HORSE CREEK ROAD, 67 FEET SOUTH OF A UTILITY POLE, AN OAKS FEET SOUTH OF THE EASTERNMOST CORNER OF A PASTURE FENCE SITUATED NORTHWEST OF TUMA LANE.

PROJECT BENCHMARK #2: ST. LOUIS COUNTY BM 11128 ELEVATION = 550.05 (NAVD 88)

STANDARD DNR ALUMINUM DISK STAMPED SL-136 SITUATED IN A GRASSY TREE LAWN SOUTHEAST OF WILD HORSE CREEK ROAD 300 FEET MORE OR LESS SOUTHWEST OF THE CENTERLINE OF GREYSTONE MANOR PARKWAY; ROUGHLY 28 FEET SOUTHWEST OF THE CENTERLINE OF WILD HORSE CREEK ROAD, 18 FEET NORTHWEST OF A SIDEWALK, AND 28 FEET NORTH OF A UTILITY POLE.

SITE BENCHMARK: ELEVATION = 555.07 (NAVD 88)

"CROSS" CUT IN CONCRETE WALK AT EAST SIDE OF ENTRANCE DRIVE TO GATEWAY ACADEMY AT 17815 WILD HORSE CREEK ROAD; 47 FEET NORTH OF THE CENTERLINE OF WILD HORSE CREEK ROAD; 7 FEET EAST OF THE SOUTHEAST CORNER OF CONCRETE WATER VAULT NEXT TO ENTRANCE MONUMENT; 6 FEET WEST OF THE EAST END OF WALK.

SURVEYOR'S CERTIFICATION

ORDER NUMBER: 20-07-232

THE STERLING COMPANY

5551 NEW BAUMGARTNER ROAD

ST. LOUIS, MISSOURI 63129

PHONE: (314) 487-0440

PREPARED FOR:

TARA RIDGE DEVELOPMENT, LLC &

McBRIDE TARA RIDGE, LLC

5591 NEW BAUMGARTNER ROAD

ST. LOUIS, MISSOURI 63129

PH. (314) 487-5617

THIS IS TO CERTIFY TO TARA RIDGE DEVELOPMENT, LLC AND McBRIDE TARA RIDGE, LLC THAT WE HAVE, DURING THE MONTH OF AUGUST, 2021, PERFORMED A BOUNDARY SURVEY OF "A TRACT OF LAND BEING ALL OF ADJUSTED PARCEL B OF "BOUNDARY ADJUSTMENT PLAT OF "A TRACT OF LAND IN U.S. SURVEY 102, TOWNSHIP 45 NORTH - RANGE 3 EAST" (PLAT BOOK 338 PAGE 96) AND PART OF ADJUSTED TRACT A OF "BOUNDARY ADJUSTMENT PLAT OF "A TRACT OF LAND IN U.S. SURVEY 102, IN TOWNSHIP 45 NORTH - RANGE 3 EAST" (PLAT BOOK 346 PAGE 353), ALL LOCATED IN U.S. SURVEY 102, TOWNSHIP 45 NORTH, RANGE 3 EAST, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AND BASED UPON SAID SURVEY HAVE SUBDIVIDED SAID TRACT OF LAND IN THE MANNER SHOWN HEREON. THIS PLAT AND THE SURVEY ON WHICH IT IS BASED MEETS OR EXCEEDS THE "MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS" AS AN "URBAN" CLASS PROPERTY IN EFFECT AT THE DATE OF THIS PLAT.

THE STERLING COMPANY

MO. REG. 307-D

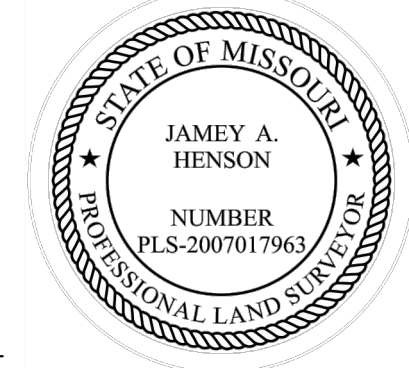
NOTARY PUBLIC

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NOTARY PUBLIC



3/05/2024

JAMEY A. HENSON, P.L.S., VICE PRESIDENT

DATE

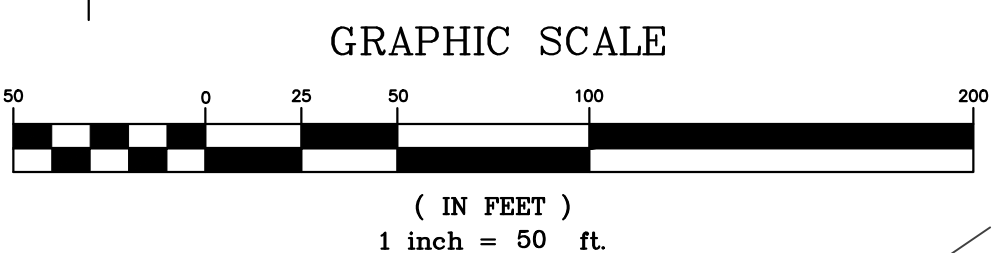
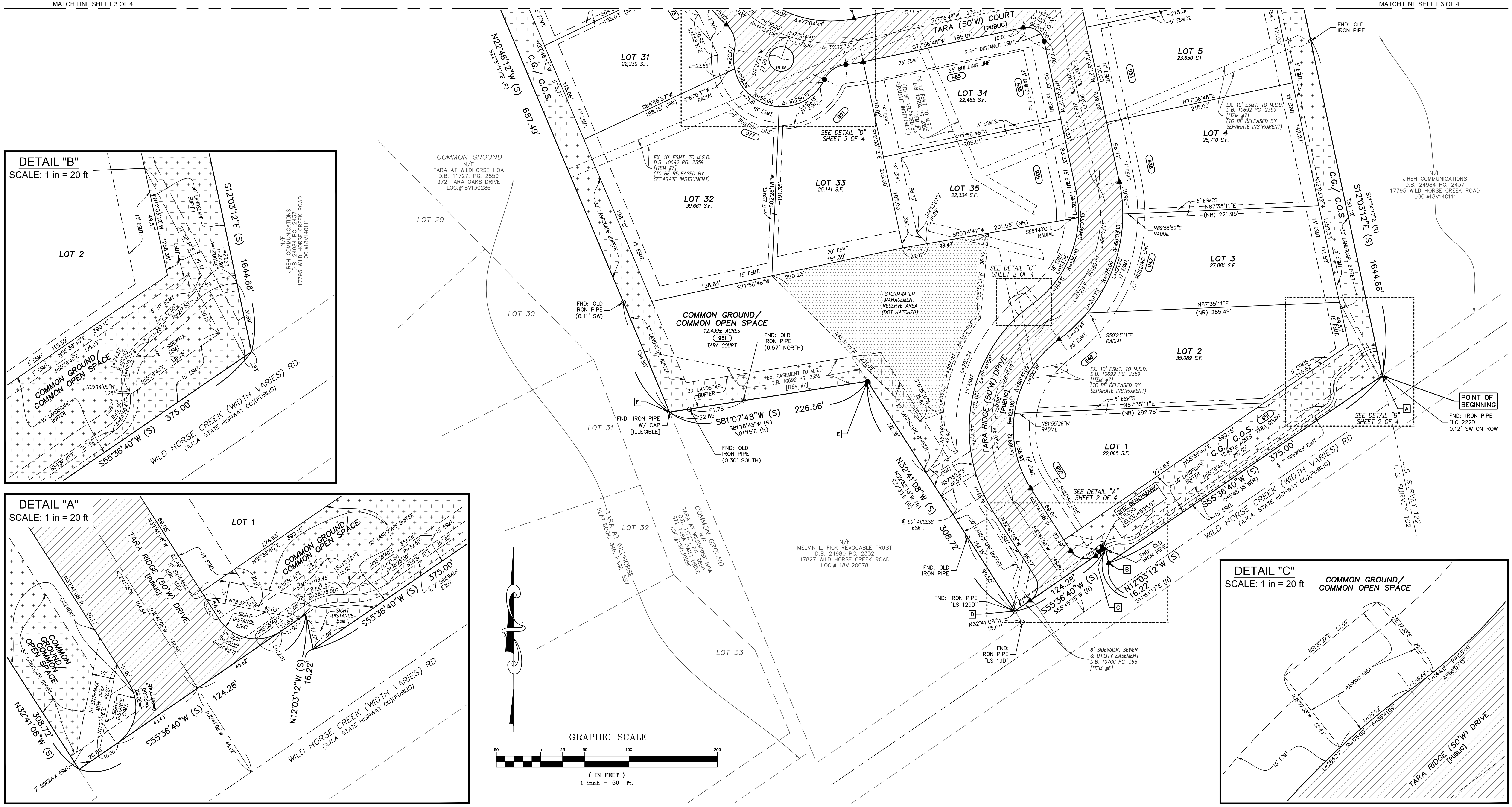
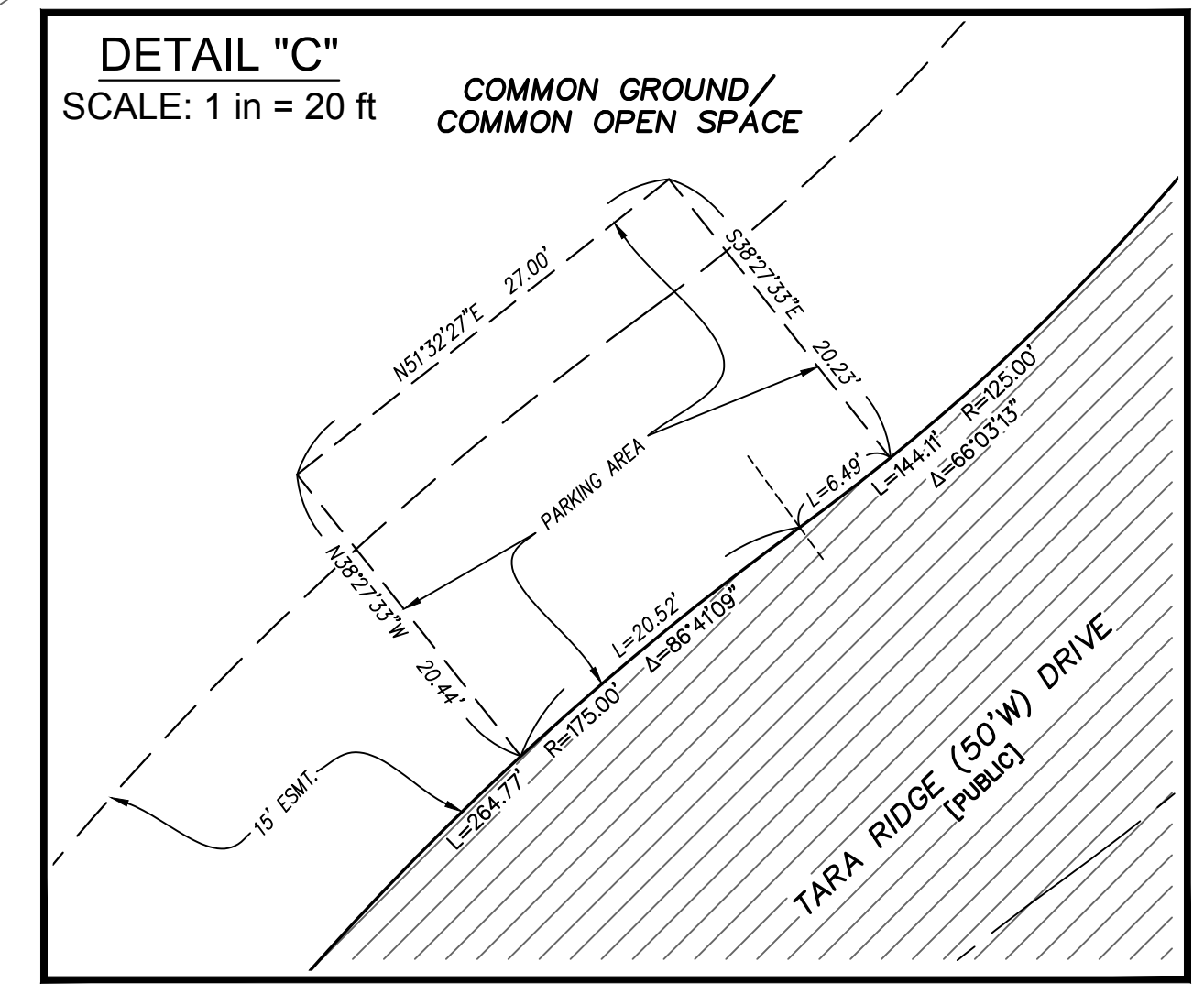
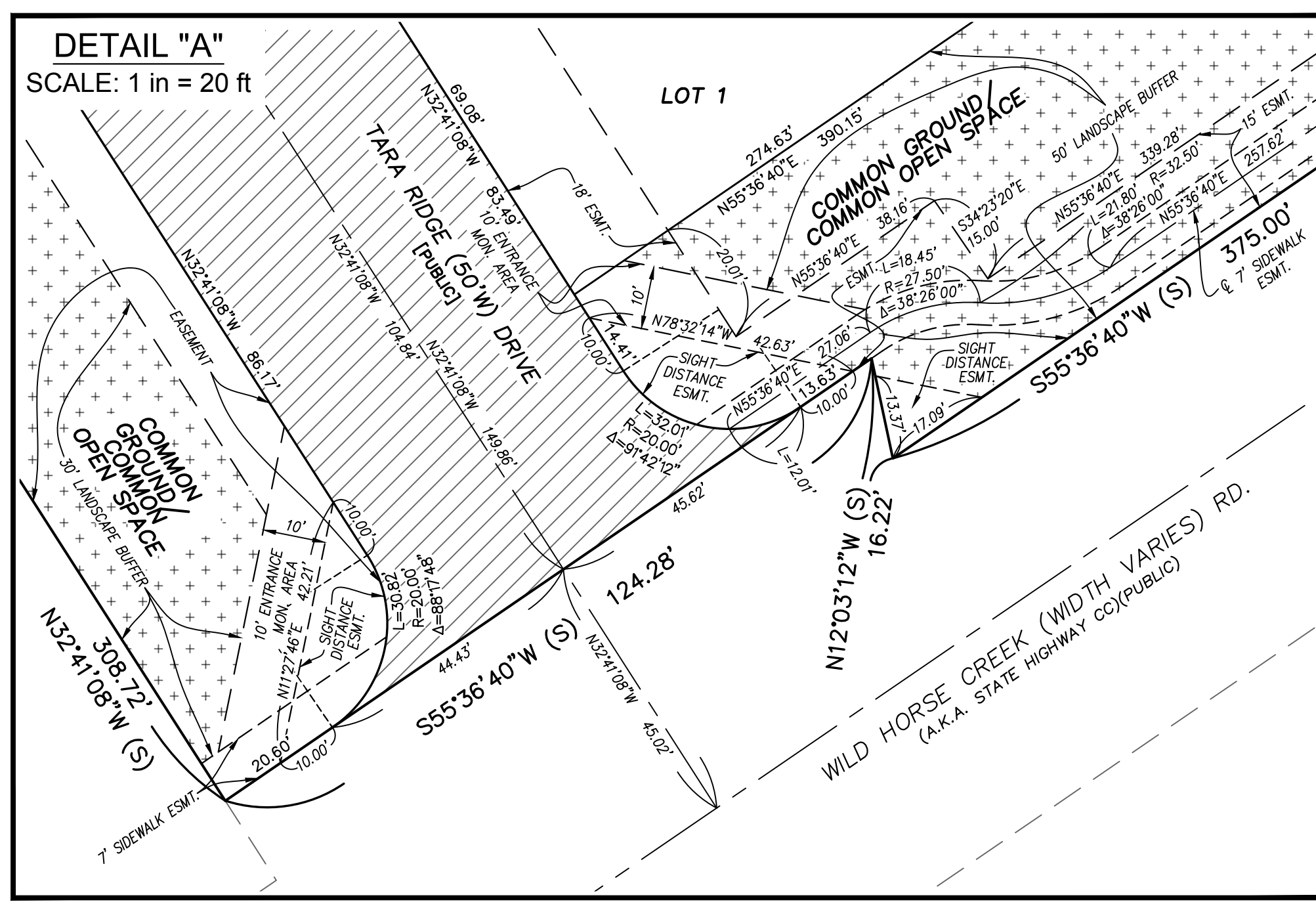
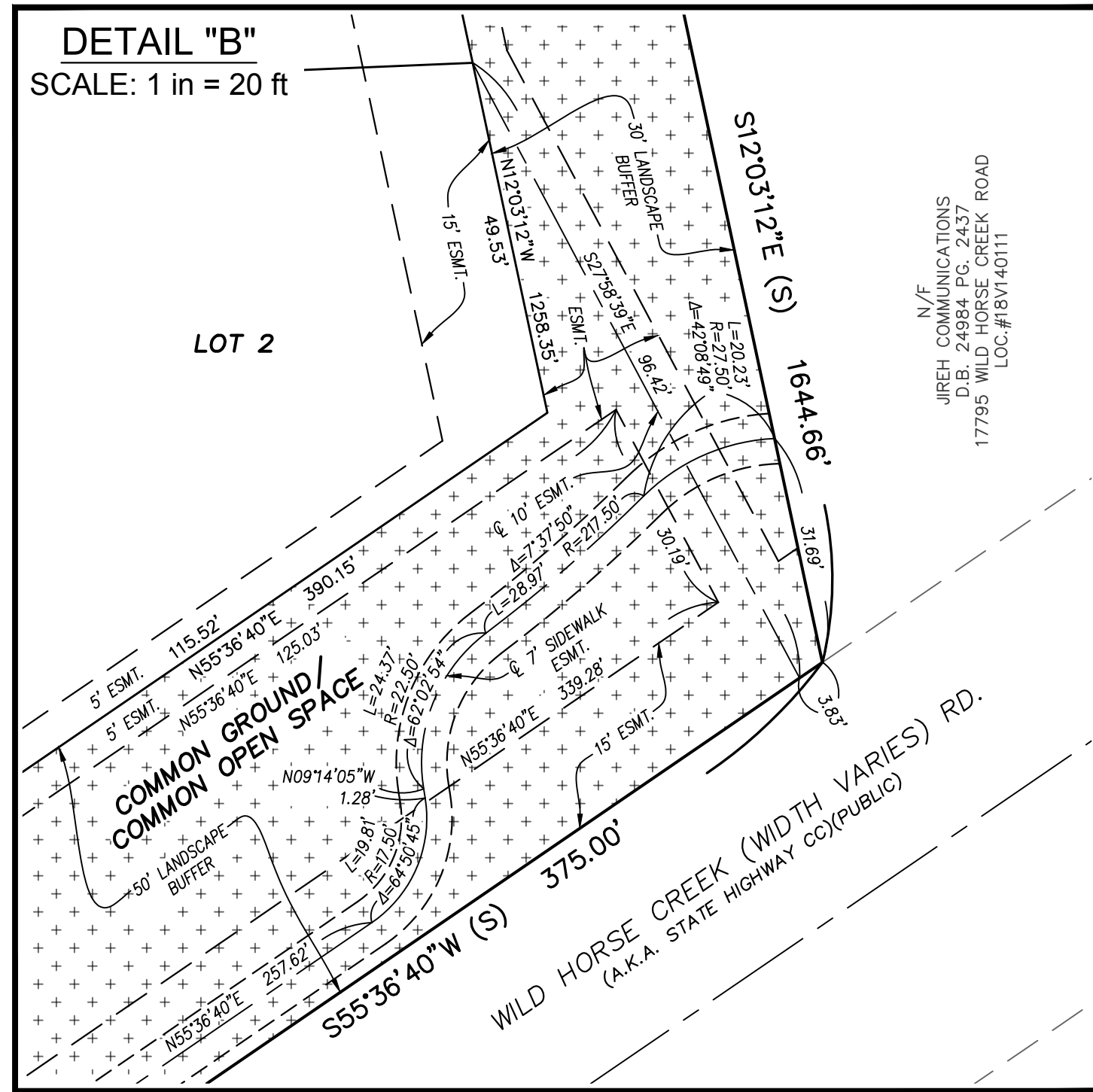
MO. REG. L.S. #2007017963

THE STERLING CO. ENGINEERS & SURVEYORS 5055 New Baumgartner Road St. Louis, Missouri 63129 Ph. 314-487-0440 Fax 314-487-8944 www.sterling-eng-sur.com

TARA RIDGE

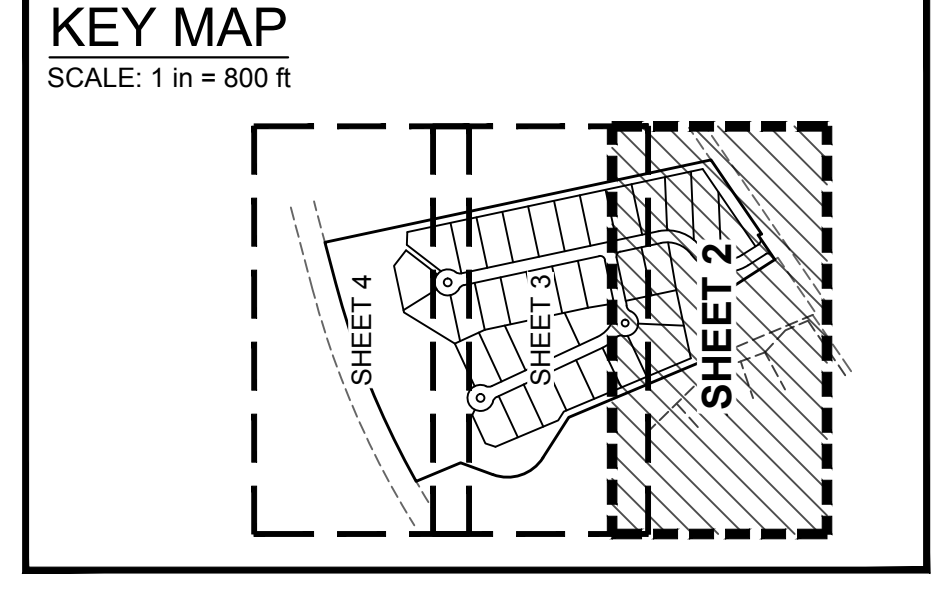
MATCH LINE SHEET 3 OF 4

MATCH LINE SHEET 3 OF 4



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DRAWN BY:	GFS	MSD P# -	23MSD-00187
CHECKED BY:	JAH	DATE:	MAR. 4, 2024
JOB NO.:	20-07-232	TARA RIDGE	



STATE PLANE COORDINATES		STATE PLANE COORDINATES			
NORTHING	EASTING	NORTHING	EASTING		
A	312836.549	237706.090	H	313049.922	237327.944
B	312771.997	237611.774	I	313113.429	237306.577
C	312776.830	237610.742	J	313154.413	237321.753
D	312755.437	237579.486	K	313210.809	237298.081
E	312834.628	237528.674	L	313312.919	237549.291
F	312823.980	237460.451	M	313326.750	237601.417
G	313017.181	237379.355			

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- SYMBOL LEGEND:**
- ▲ = SET PERMANENT MONUMENT IN ACCORDANCE WITH MISSOURI STANDARDS (5/8" IROD W/ ALUMINUM CAP).
 - = SET SEMI-PERMANENT MONUMENT IN ACCORDANCE WITH MISSOURI STANDARDS (1/2" IROD W/ PLASTIC CAP OR CUT CROSS).
 - = FOUND PERMANENT MONUMENT
 - = FOUND SEMI-PERMANENT MONUMENT
 - +
 - ⊕ = FOUND CROSS
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 - ▤ = STORMWATER MANAGEMENT RESERVE AREA
 - ▧ = LANDSCAPE BUFFER

SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 4 FOR CERTIFICATION.

THE STERLING COMPANY
 MO REG. 307-D

J. A. Henson
 JAMEY A. HENSON, P.L.S. - VICE PRESIDENT
 MO. REG. L.S. #2007017963

3/05/2024 DATE

STATE OF MISSOURI
 PROFESSIONAL LAND SURVEYOR

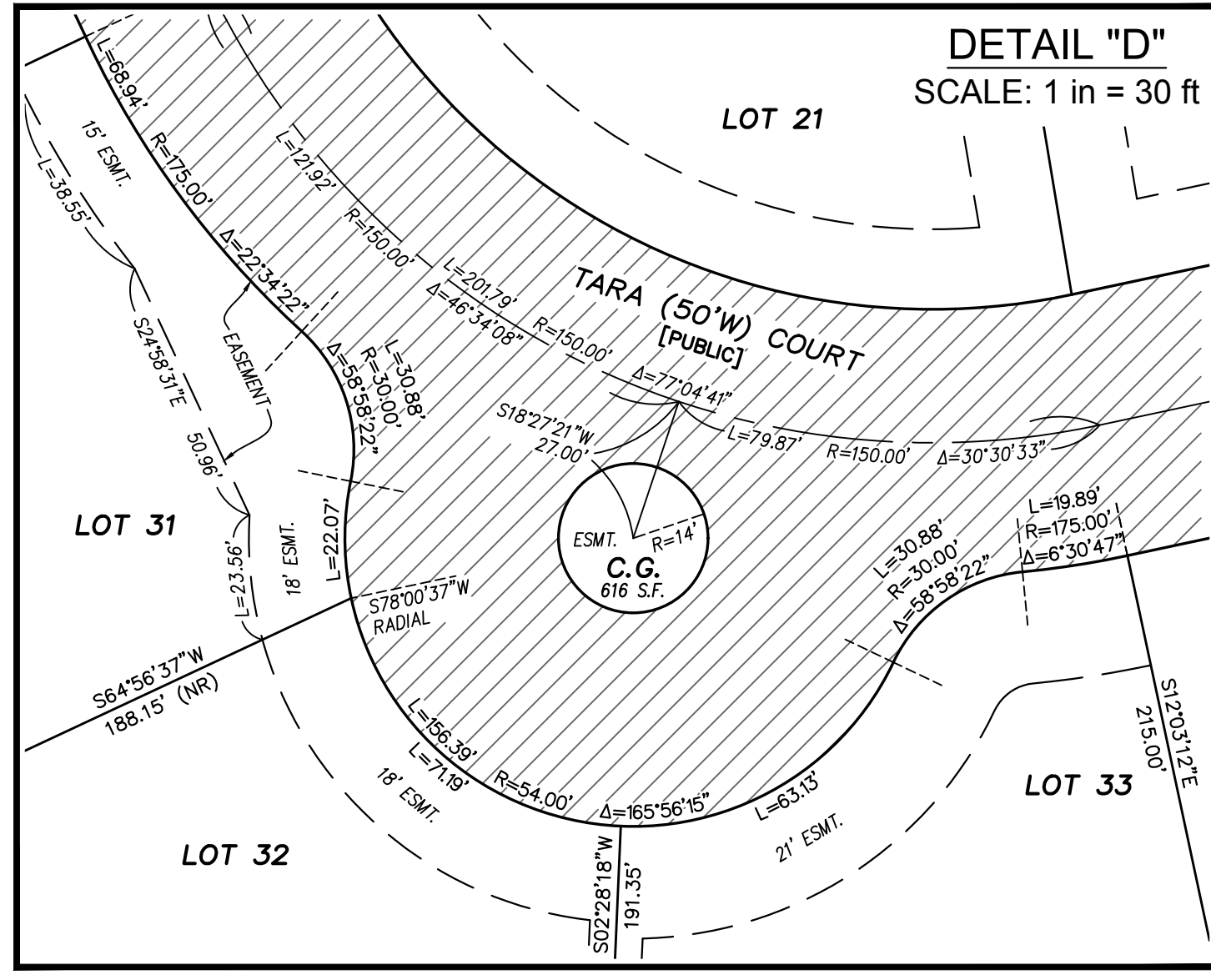
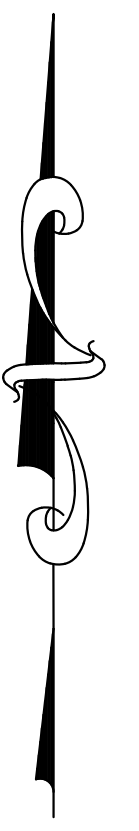
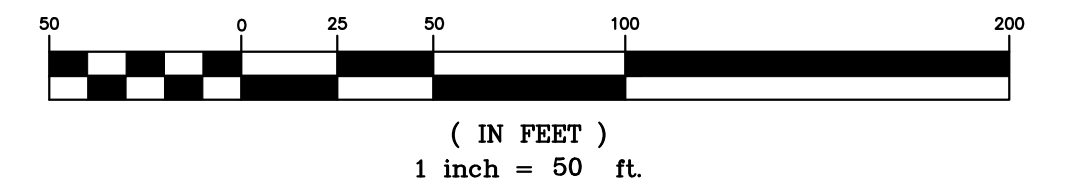
SHEET 2 OF 4

TARA RIDGE

MATCH LINE SHEET 4 OF 4

MATCH LINE SHEET 4 OF 4

GRAPHIC SCALE

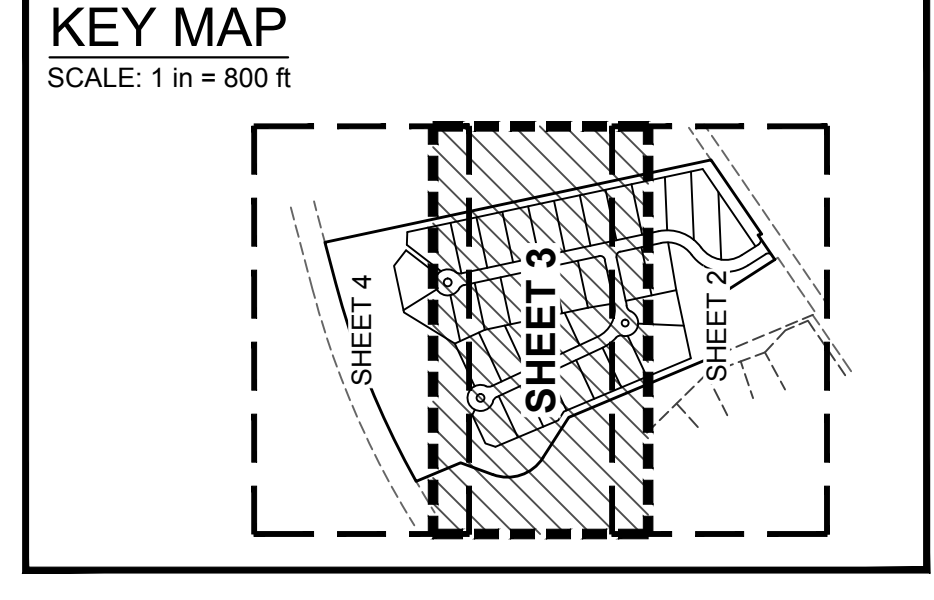


MATCH LINE SHEET 2 OF 4

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DRAWN BY:	GFS	MSD P# - 23MSD-00187
CHECKED BY:	JAH	DATE: MAR. 4, 2024
JOB NO.:	20-07-232	TARA RIDGE



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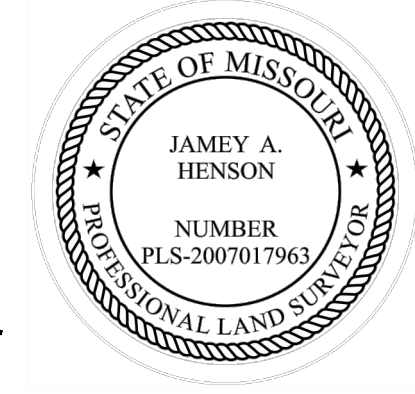
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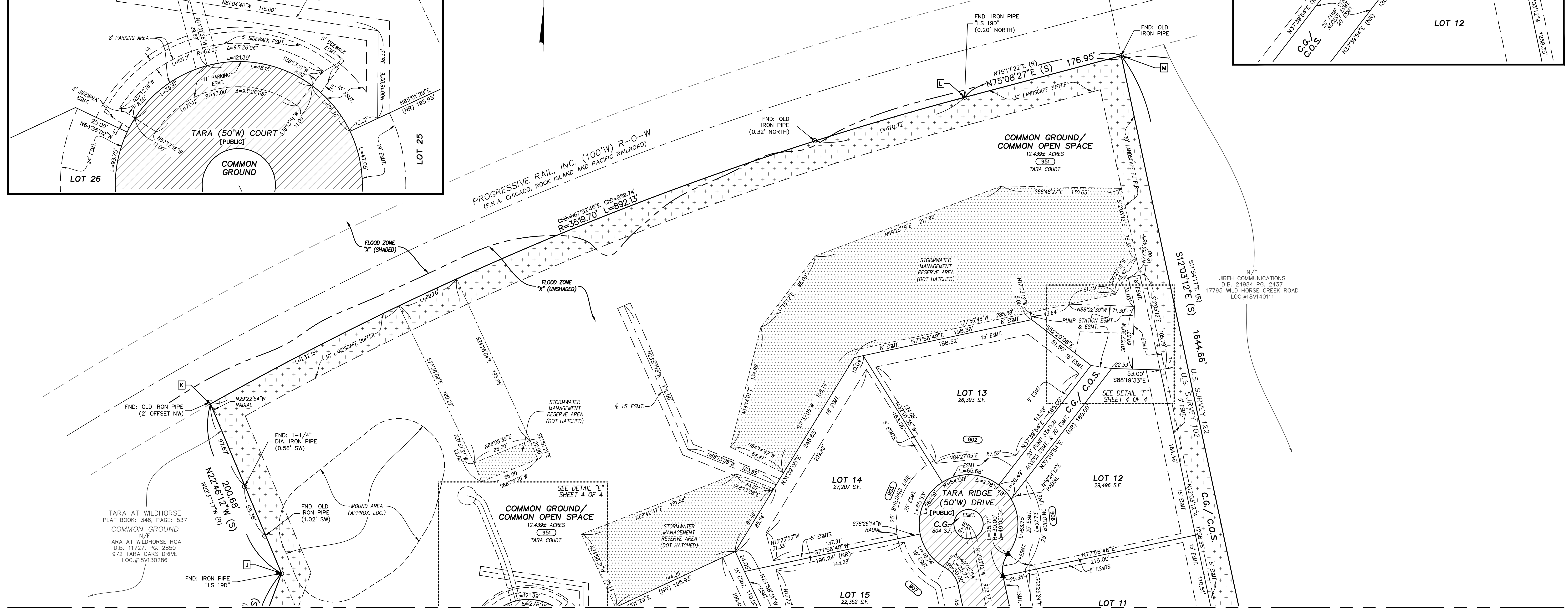
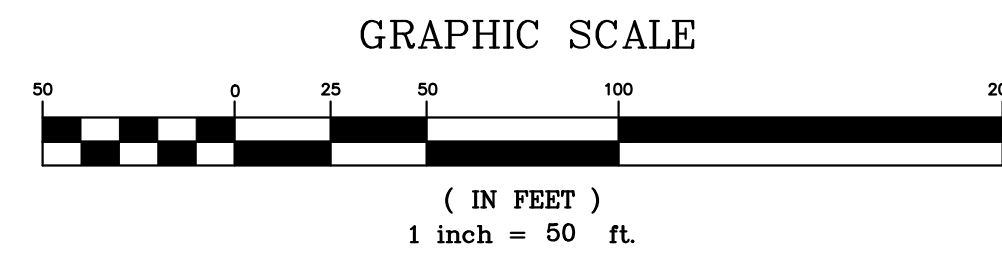
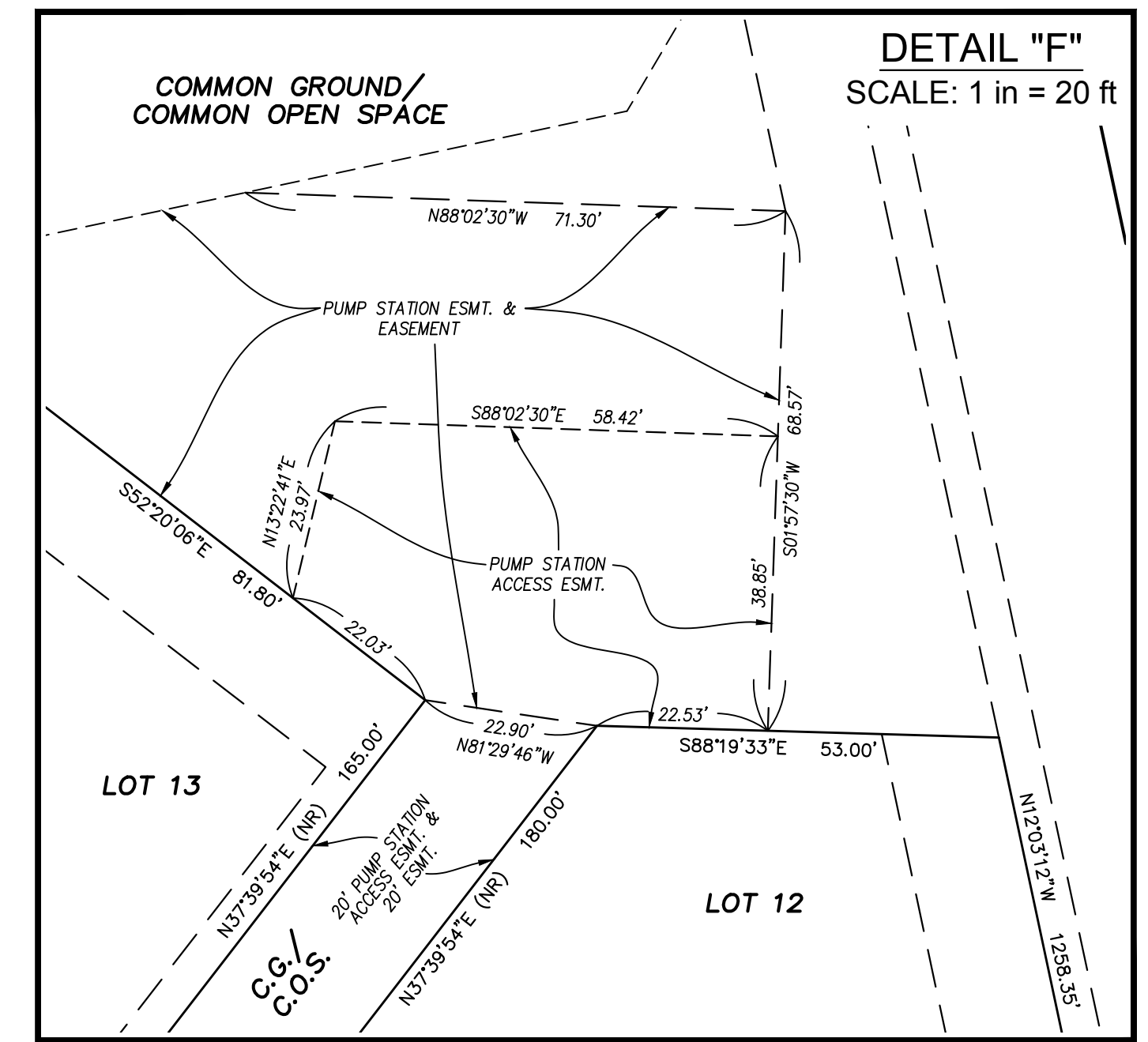
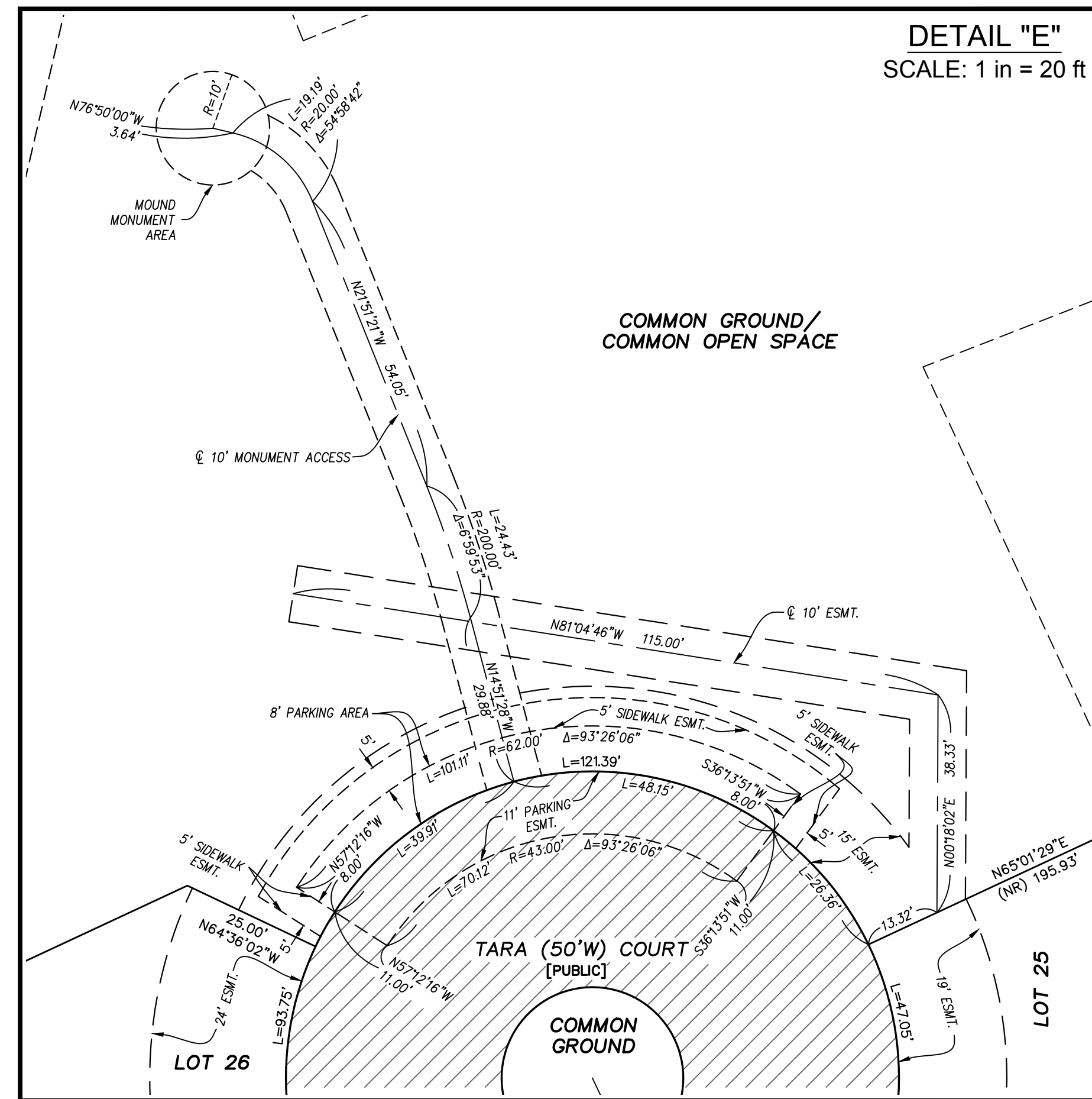
SURVEYOR'S CERTIFICATE:

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 MO REG. 307-D

J. A. Henson
 JAMEY A. HENSON, P.L.S. - VICE PRESIDENT
 MO. REG. L.S. #2007017963
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 DATE

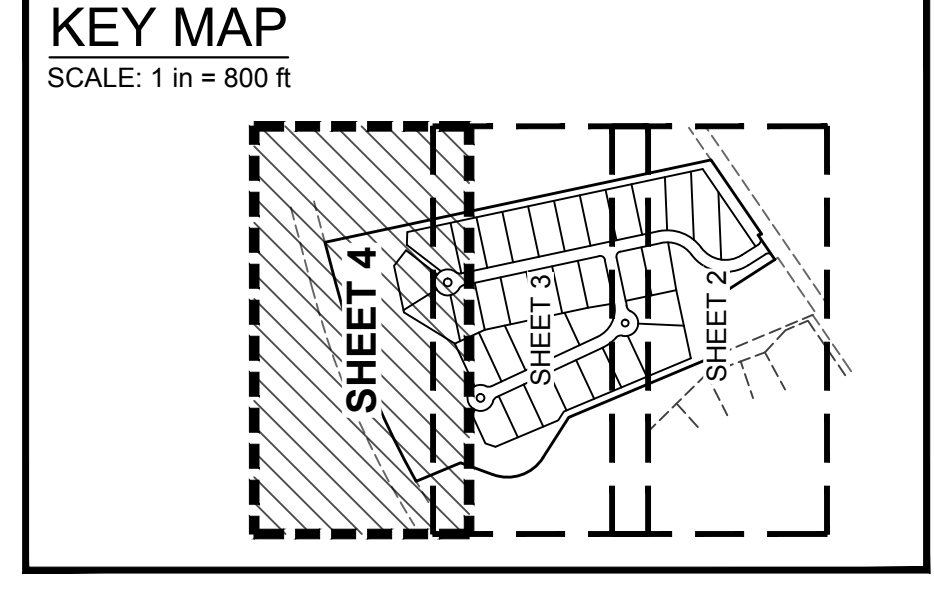


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THE STERLING COMPANY
MO REG. 307-D

J.A. Henson
3/05/2024
JAMES A. HENSON, P.L.S. - VICE PRESIDENT
MO. REG. L.S. #2007017963

SHEET 4 OF 4

Drawing name: C:\Users\jgmon\AppData\LocalTemp\AP-Plots\1903272322\rec.dwg Printed on: Mar 05, 2024, 4:05pm. Plotted by: jgmon

BILL NO. 3499

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CHESTERFIELD ACCEPTING THE DONATION OF 15.9 ACRES OF PARKLAND FROM LOWER MISSOURI RIVER, L.L.C.

WHEREAS, Lower Missouri River L.L.C. offered to donate property to the City of Chesterfield; and

WHEREAS, the use of the property to be donated is restricted by a conservation easement; and

WHEREAS, the property to be donated is contiguous with the City’s Railroad Park; and

WHEREAS, on February 7th, 2024, the Parks, Recreation and Arts Committee of Council recommended acceptance of the proposed parkland donation; and

WHEREAS, on February 20th, 2024, the Chesterfield City Council recommended acceptance of the proposed parkland; and

WHEREAS, the City of Chesterfield contracted for an appraisal of the real estate proposed to be dedicated; and

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

Section 1: The City of Chesterfield accepts the donation of 15.9 acres of land, more fully described by the legal description attached hereto identified as EXHIBIT A.

Section 2: The City Administrator is hereby authorized and directed to execute all necessary documents to accept the parkland donation.

Section 3: This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this ___ day of _____, 2024.

Presiding Officer

Bob Nation, Mayor

ATTEST:

Vickie McGownd

FIRST READING HELD:

EXHIBIT A

Legal Description – Property

A tract of land being part of U.S. Survey 126, Township 45 North, Range 4 East, St. Louis County, Missouri and being more particularly described as follows:

Beginning at the intersection of the North line of the St. Louis Southwestern Railroad right of way 100 foot wide, with the West line of property conveyed to Muk and Pontip Rotrakarn as described in the deed recorded in Book 7867 page 26 of the St. Louis County Records; thence Westwardly along said North line of the St. Louis Southwestern Railroad right of way South 80 degrees 31 minutes 48 seconds West 709.84 feet to a point on the North line of Lot 2 of the subdivision of U.S. Survey 126 being also the South line of Damian Korenungs Estate, North 89 degrees 34 minutes 28 seconds West 295.95 feet to a point on the approximate centerline of Bonhomme Creek as located by Volz Engineering and Surveying, Inc. on October 31, 1981; thence along said centerline the following courses and distances: North 35 degrees 18 minutes 54 seconds East 58.08 feet, North 22 degrees 51 min 26 seconds East 88.00 feet, North 33 degrees 52 minutes 41 seconds East 222.00 feet, North 27 degrees 44 minutes 53 seconds East 128.00 feet, North 15 degrees 04 minutes 05 seconds East 88.0 feet, North 32 degrees 47 minutes 43 seconds East 103.00 feet, North 39 degrees 35 minutes 47 seconds East 326.00 feet, North 27 degrees 45 minutes 10 seconds East 217.00 feet, North 62 degrees 24 minutes 54 seconds East 75.00 feet, North 80 degrees 50 minutes 56 seconds East 105.00 feet, and North 86 degrees 07 minutes 15 seconds East 194.97 feet to a point on the aforesaid West line of the Rotrakarn property; thence Southwardly along said West line South 00 degree 24 minutes 48 seconds West 990.92 feet to the point of beginning and containing 15.923 acres according to a survey by Volz, Inc. during June, 1998.

MEMORANDUM

TO: Mike Geisel, City Administrator

FROM: TW Dieckmann, Director of Parks, Recreation & Arts

SUBJECT: Parks, Recreation & Arts Committee of Council Meeting Summary

DATE: Wednesday, February 7, 2024



A meeting of the Parks, Recreation & Arts (PRA) Committee of the Chesterfield City Council was held on Wednesday, February 7, 2024 in Conference Room 102/3.

In attendance were: **Chair Mary Monachella** (Ward I), **Councilmember Aaron Wahl** (Ward II), **Councilmember Dan Hurt** (Ward III) and **Councilmember Gary Budoor** (Ward IV).

Also in attendance were: Councilmember Merrell Hansen, Councilmember Michael Moore, Councilmember Mary Ann Mastorakos, Mayor Bob Nation, City Administrator Mike Geisel, Kyle McCawley (Waters Edge Aquatic Design), Dr. Alan Politte (PRA advisory committee member), Sally Polite, David Kinsey (Playbook+), Director of Parks, Recreation & Arts TW Dieckmann, Superintendent of Sports & Wellness Ethan Collier, Parks, Recreation & Arts Office Coordinator Ann-Marie Stagoski, Rob Kilo (PRA advisory committee member), and resident John Marino.

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

I. APPROVAL OF MEETING SUMMARY

A. Approval of the November 1, 2023 Committee Meeting Summary

Councilmember Hurt made a motion to approve the Meeting Summary of November 1, 2023. The motion was seconded by Councilmember Budoor, and passed by a voice vote of 3-0 (Councilmember Wahl not present at the time of the vote).

II. NEW BUSINESS

A. Dr. Alan Politte discussed the possible development of Railroad Park including a name change to Family Park. Councilmembers and staff discussed the challenges of development and access including regulatory obstacles, water, sewer, parking and grading. Councilmember Hurt made a motion to pursue accepting the donation of 15.92 acres of land immediately west of Railroad Park with the cost not to exceed \$5,000 (for appraisal), and send to full council. The motion was seconded by Councilmember Wahl, and passed by a voice vote of 4-0. Councilmember Hurt also moved to update the 2019 Railroad Park bridge access feasibility study with the integration of the additional parcel on the west. The motion was seconded by Councilmember Budoor, and passed by a voice vote of 4-0.

B. David Kinsey from Playbook+ presented the proposal from Perfect Game for the naming rights of the Chesterfield Valley Athletic Complex to First Community Athletic Complex at

Chesterfield Valley. Councilmember Wahl moved to offer a counter proposal with the name Chesterfield's First Community Athletic Complex, and renegotiate to a 3-year deal (vs 5-year) at the current value. There was no second. There was consensus on the committee not to accept this naming rights proposal. The committee concurred that City Council had authorized staff in the Perfect Game contract to review and approve naming rights or sponsorship proposals for all facilities that represent anything less than the entire CVAC complex.

- C. Kyle McCawley from Waters Edge Aquatic Design presented the findings from the Aquatic Feasibility Study. There was discussion on the future of aquatic center. Councilmember Hurt moved to direct staff to proceed to develop a plan and strategy to be presented to City Council for the complete replacement scenario of the aquatic facility, including a public input component during the design phase., Councilmember Monachella seconded the motion. Councilmember Wahl moved to amend the motion to add direction to staff to look into decommissioning of the current pool, and replacing it with a playground and splash pad. The motion died for lack of a second. The original motion passed with a voice vote of 4-0.
- D. Councilmember Wahl moved to accept the top 10 list for the Sculpture on the Move program as presented by the Parks, Recreation & Arts Citizen's Advisory Committee (PRACAC). The motion was seconded by Councilmember Monachella. The motion passed by a voice vote of 4-0. The art draft is February 13. Final selection will then go to City Council for approval. PRACAC will choose a location at their March meeting.

III. UNFINISHED BUSINESS

- A. none

IV. ADJOURNMENT

The meeting adjourned at 8:13 p.m.

Mike Geisel

From: Scott Harding <SHarding@sciengineering.com>
Sent: Friday, January 19, 2024 10:49 AM
To: Mike Geisel
Subject: 190 Long Road, Chesterfield

Mike,

As we discussed, I am interested in donating the property at 190 Long Road in Chesterfield to the city. It is 15.92 acres and immediately west of the city's Railroad Park. I am only looking to have the cost of an appraisal and tax paperwork covered (approximately \$3200). If that is a reasonable cost to have covered by the city, I would be willing to move forward with the donation over the next month or so. Thank you for your time.

Scott Harding

Scott Harding, CPSS/SC

President & CEO

[SCI Engineering Inc.](#)

Office: (618) 206-3041

Mobile: (314) 581-3553



This electronic communication and its attachments may contain confidential information. They are forwarded to you without passing through our standard review process. Design data and recommendations included herein should not be used for final design. If you have received this information in error, please notify the sender immediately.

RECORDING DOCUMENT IDENTIFICATION SHEET

Title: Special Warranty Deed

Date: April ___, 2024

Grantor: Lower Missouri River, L.L.C., a Missouri limited liability company
Address: 650 Pierce Blvd., St. Charles MO 62269

Grantee: City of Chesterfield, Missouri, a third class city organized under the State of Missouri
Address: 16052 Swingley Ridge Road, Chesterfield, MO 63017

Legal Description: See Exhibit A attached hereto and incorporated herein by reference.

Deed Reference: Book 12389, page 587

Note: The labels and designations set forth on this cover page are for purposes of permitting recording only and shall not amend or change the substance of the document.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and entered into on this ___ day of April, 2024, by and between Lower Missouri River, L.L.C., a Missouri limited liability company with an address of 650 Pierce Blvd., St. Charles MO 62269, (“Grantor”) and the City of Chesterfield, Missouri, a third class city organized under the State of Missouri, having an address of 16052 Swingley Ridge Road, Chesterfield, MO 63017, (“Grantee”).

WITNESSETH, that the Grantor, for and in consideration of the sum of one dollar and other good and valuable considerations paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents, BARGAIN AND SELL, CONVEY AND CONFIRM unto the Grantee, that certain real property situated in the County of St. Louis, Missouri having an address of 190 Long Road, Chesterfield, MO 63005, and legally described on the attached Exhibit A, incorporated herein by reference, (the “Property”).

Subject to: Deed restrictions, covenants, declarations, easements, rights of way of record, and zoning regulations.

TO HAVE AND TO HOLD the same together with all rights and appurtenances to the same belonging, unto the Grantee, and to the successors and assigns of such Grantee forever.

The Grantor hereby covenanting that it and its successors, shall and will WARRANT AND DEFEND the title to the premises unto the Grantee, and to the Grantee’s heirs, successors and assigns of such parties forever, against the lawful claims of all persons claiming by, through or under Grantor but none other, excepting, however, the general taxes for the current calendar year and thereafter, and special taxes becoming a lien after the date of this deed.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the said Grantor has executed these presents the day and year first above written.

GRANTOR

Lower Missouri River, L.L.C.
a Missouri limited liability company

By: GHH, L.L.C., a Missouri limited liability company
Sole Member of Grantor

By: _____
Scott Harding, Manager

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

On this ____ day of April in the year 2024, before me, a Notary Public in and for said state, personally appeared Scott Harding, Manager of GHH, L.L.C., a Missouri limited liability company, that is the sole Member of Lower Missouri River, L.L.C. , a Missouri limited liability company, known to me to be the person who executed the foregoing Special Warranty Deed on behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

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

Notary Public

My term expires: _____

EXHIBIT A

Legal Description – Property

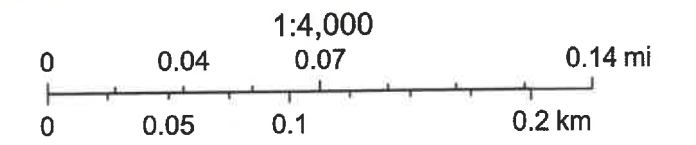
A tract of land being part of U.S. Survey 126, Township 45 North, Range 4 East, St. Louis County, Missouri and being more particularly described as follows:

Beginning at the intersection of the North line of the St. Louis Southwestern Railroad right of way 100 foot wide, with the West line of property conveyed to Muk and Pontip Rotrakarn as described in the deed recorded in Book 7867 page 26 of the St. Louis County Records; thence Westwardly along said North line of the St. Louis Southwestern Railroad right of way South 80 degrees 31 minutes 48 seconds West 709.84 feet to a point on the North line of Lot 2 of the subdivision of U.S. Survey 126 being also the South line of Damian Korenungs Estate, North 89 degrees 34 minutes 28 seconds West 295.95 feet to a point on the approximate centerline of Bonhomme Creek as located by Volz Engineering and Surveying, Inc. on October 31, 1981; thence along said centerline the following courses and distances: North 35 degrees 18 minutes 54 seconds East 58.08 feet, North 22 degrees 51 min 26 seconds East 88.00 feet, North 33 degrees 52 minutes 41 seconds East 222.00 feet, North 27 degrees 44 minutes 53 seconds East 128.00 feet, North 15 degrees 04 minutes 05 seconds East 88.0 feet, North 32 degrees 47 minutes 43 seconds East 103.00 feet, North 39 degrees 35 minutes 47 seconds East 326.00 feet, North 27 degrees 45 minutes 10 seconds East 217.00 feet, North 62 degrees 24 minutes 54 seconds East 75.00 feet, North 80 degrees 50 minutes 56 seconds East 105.00 feet, and North 86 degrees 07 minutes 15 seconds East 194.97 feet to a point on the aforesaid West line of the Rotrakarn property; thence Southwardly along said West line South 00 degree 24 minutes 48 seconds West 990.92 feet to the point of beginning and containing 15.923 acres according to a survey by Volz, Inc. during June, 1998.



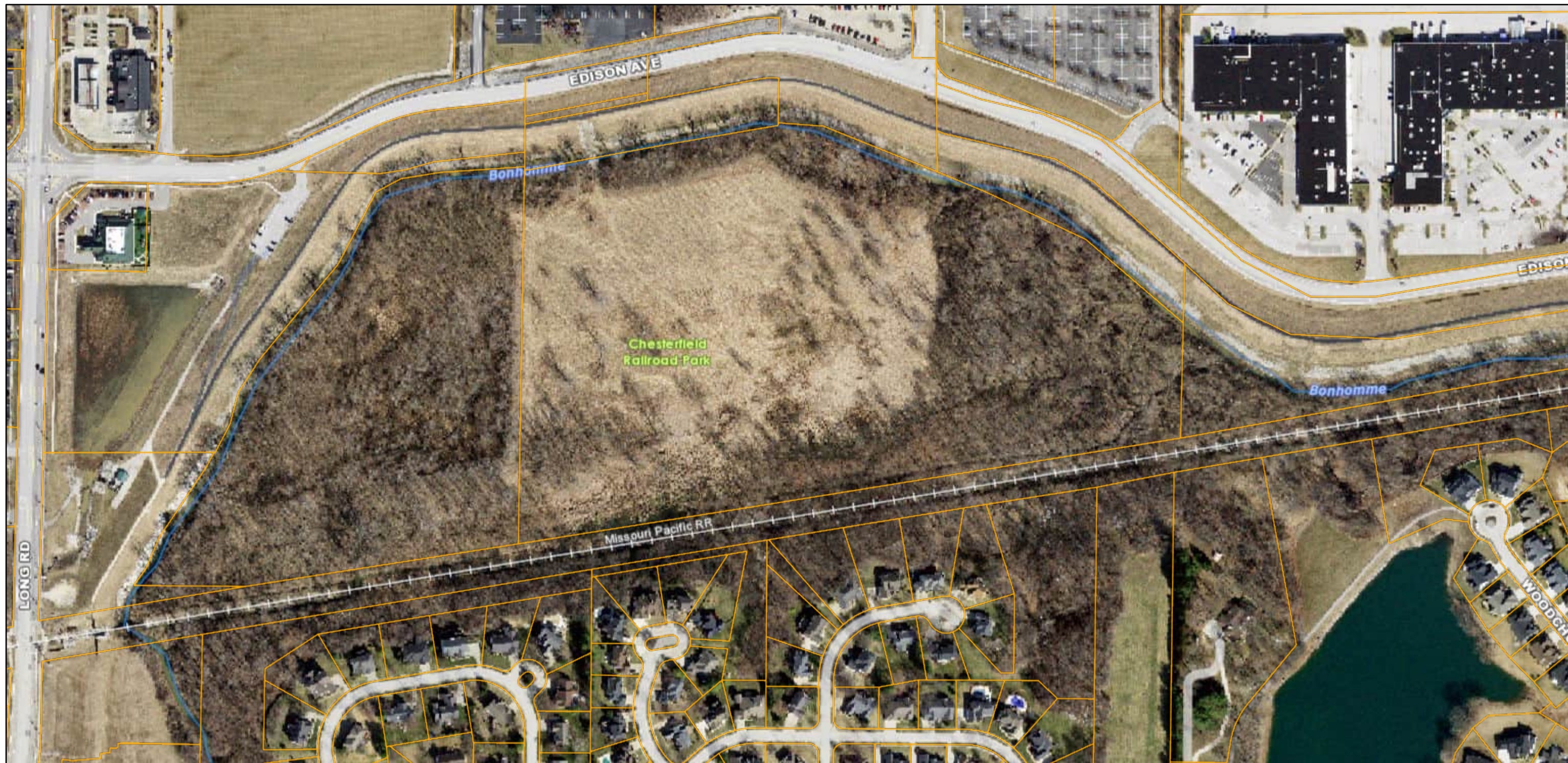
2/7/2024, 3:06:15 PM

Parcels



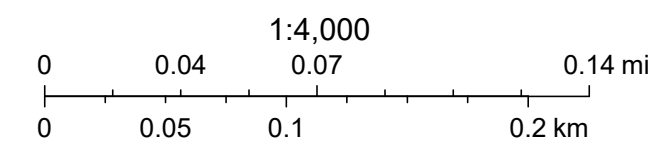
Esri, Inc., City of Chesterfield, Missouri

ArcGIS Web AppBuilder



2/7/2024, 3:06:15 PM

 Parcels



Esri., Inc., City of Chesterfield, Missouri

Mike Geisel

From: Scott Harding <SHarding@sciengineering.com>
Sent: Thursday, February 08, 2024 9:31 PM
To: Mike Geisel
Subject: Re: Monarch-Chesterfield Right of Entry

Ok. Will do.

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

Scott Harding, CPSS/SC

President & CEO

[SCI Engineering Inc.](#)

Office: (618) 206-3041

Mobile: (314) 581-3553

From: Mike Geisel <mgeisel@chesterfield.mo.us>
Sent: Thursday, February 8, 2024 8:24:02 PM
To: Scott Harding <SHarding@sciengineering.com>; TW Dieckmann <twdieckmann@chesterfield.mo.us>
Subject: Re: Monarch-Chesterfield Right of Entry

You don't often get email from mgeisel@chesterfield.mo.us. [Learn why this is important](#)

Scott: Our Council parks committee recommended the go ahead with funding the appraisal, and I'll take it to the full council on the 20th, but doubt there will be any issues.

Do you have a title report on the property? If not, if you can get one with the appraisal, I'd fund that as well. I assume the appraiser would probably want it, and we'd like to know about all of the encumbrances on the property as well.

From: Scott Harding <SHarding@sciengineering.com>
Sent: Thursday, January 18, 2024 1:58 PM
To: Mike Geisel <mgeisel@chesterfield.mo.us>
Subject: RE: Monarch-Chesterfield Right of Entry

Sounds reasonable.

Scott Harding, CPSS/SC

President & CEO

[SCI Engineering Inc.](#)

Office: (618) 206-3041

Mobile: (314) 581-3553

From: Mike Geisel <mgeisel@chesterfield.mo.us>
Sent: Thursday, January 18, 2024 1:56 PM
To: Scott Harding <SHarding@sciengineering.com>
Subject: RE: Monarch-Chesterfield Right of Entry

The appraisal is not necessary from our perspective. That is between the owner and the IRS. We can simply acknowledge the donation, we don't attest to a value.

From: Scott Harding <SHarding@sciengineering.com>
Sent: Thursday, January 18, 2024 1:52 PM
To: Mike Geisel <mgeisel@chesterfield.mo.us>
Cc: TW Dieckmann <twdieckmann@chesterfield.mo.us>; Elliot Brown <ebrown@chesterfield.mo.us>
Subject: RE: Monarch-Chesterfield Right of Entry

Thanks, Mike. Let me look into a few things and circle back around with your requested items.

Scott Harding, CPSS/SC

President & CEO

[SCI Engineering Inc.](#)

Office: (618) 206-3041

Mobile: (314) 581-3553

From: Mike Geisel <mgeisel@chesterfield.mo.us>
Sent: Tuesday, January 16, 2024 3:35 PM
To: Scott Harding <SHarding@sciengineering.com>
Cc: TW Dieckmann <twdieckmann@chesterfield.mo.us>; Elliot Brown <ebrown@chesterfield.mo.us>
Subject: RE: Monarch-Chesterfield Right of Entry

If you would like to proceed that way, I recommend that you send some sort of correspondence to me and I'll forward to Council for them to act. If you can provide some reasonable estimate of those costs, I think we could recommend that

From: Scott Harding <SHarding@sciengineering.com>
Sent: Tuesday, January 16, 2024 1:12 PM
To: Mike Geisel <mgeisel@chesterfield.mo.us>
Subject: RE: Monarch-Chesterfield Right of Entry

All true, I understand I will need a certified appraisal in order to properly submit for a tax deduction. I am looking to only get the cost of that appraisal and any associated paperwork covered. Thanks.

Scott Harding, CPSS/SC

President & CEO

[SCI Engineering Inc.](#)

Office: (618) 206-3041

Mobile: (314) 581-3553

From: Mike Geisel <mgeisel@chesterfield.mo.us>
Sent: Tuesday, January 16, 2024 1:03 PM
To: Human, David <David.Human@huschblackwell.com>; Scott Harding <SHarding@sciengineering.com>; TW Dieckmann <twdieckmann@chesterfield.mo.us>
Subject: RE: Monarch-Chesterfield Right of Entry

You don't often get email from mgeisel@chesterfield.mo.us. [Learn why this is important](#)

Scott:

As I recall, that property is entirely a wetlands mitigation site and has a conservation easement on it. It is immediately west of our Railroad Park property. I think the City may have an interest in accepting a donation of the property, insofar as it provides for contiguous access from the west, but we have no interest in expending any cash to acquire the property.

From: Human, David <David.Human@huschblackwell.com>
Sent: Monday, January 15, 2024 12:34 PM
To: Mike Geisel <mgeisel@chesterfield.mo.us>
Subject: Fwd: Monarch-Chesterfield Right of Entry

This is the ground immediately west of the railroad park. Does the City have any interest?

Sent from my iPad

Begin forwarded message:

From: Scott Harding <sharding@sciengineering.com>
Date: January 15, 2024 at 12:50:39 PM EST
To: "Human, David" <David.Human@huschblackwell.com>
Subject: FW: Monarch-Chesterfield Right of Entry

[EXTERNAL EMAIL]

David...Happy New Year.

I don't expect you to remember this transaction from over a decade ago, but we are now interested in selling/donating our property at 190 Long Road and thought the levee district might be interested. If so, would you be the person to talk to? Thanks for your attention.

Scott Harding, CPSS/SC

President & CEO
[SCI Engineering Inc.](http://www.sciengineering.com)
Office: (618) 206-3041
Mobile: (314) 581-3553



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From: Scott Harding
Sent: Wednesday, August 7, 2013 2:28 PM

To: Meyer, Andrew <Andrew.Meyer@huschblackwell.com>
Cc: Human, David <David.Human@huschblackwell.com>; Bill Green <BGreen@sciengineering.com>;
Mark A. Harms <MHarms@sciengineering.com>
Subject: RE: Monarch-Chesterfield Right of Entry

See attached for a scanned copy of the signed form. We are happy to help the Levee District as well as the Corps of Engineers. As we understand from our conversation, we anticipate seeing a temporary construction easement document next. Have a good day.

Scott Harding

From: Meyer, Andrew [<mailto:Andrew.Meyer@huschblackwell.com>]
Sent: Wednesday, August 07, 2013 1:17 PM
To: Scott Harding
Cc: Human, David
Subject: Monarch-Chesterfield Right of Entry

Scott:

Please find attached a Right of Entry and a depiction of the easement area previously discussed with David Human. As you will see, the project, which will stabilize the creek bed near Pump Station 7, will need to utilize a narrow strip of the Western edge of Lower Missouri River LLC's property for temporary construction purposes. The attached document will permit the Corps' contractors to access this narrow strip.

Please have the attached Right of Entry signed by a representative of Lower Missouri River LLC and have a PDF copy sent back to me. We will send a temporary construction easement deed to your attention as soon as it is available. We appreciate the quick turnaround on this, as the Corps is trying to get this project out to bid as soon as possible.

If you have any questions, please contact David Human at (314) 480-1710 or me directly. Thank you.

Andrew R. Meyer
Attorney

HUSCH BLACKWELL LLP
190 Carondelet Plaza, Suite 600
St. Louis, MO 63105-3433
Direct: 314.480.1853
Fax: 314.480.1505
Andrew.Meyer@huschblackwell.com
huschblackwell.com
[View Bio](#) | [View VCard](#)

Effective July 15, 2013, Husch Blackwell is pleased to welcome the attorneys and staff of Texas-based Brown McCarroll, LLP to our firm.

To learn more about this exciting new combination and how our firm's expansion into Texas will benefit you, please visit www.huschblackwell.com.

Any tax advice contained in or attached to this message or email string is not intended or written to be used, and cannot be used to (i) avoid penalties that may be imposed on any taxpayer under the Internal Revenue Code or (ii) promote, market, or recommend to another any transaction addressed herein.

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"official position" of the City shall only be communicated in letter form, using City letterhead. The recipient should check this email and any attachments for the presence of viruses. The City of Chesterfield accepts no liability for any damage caused by any virus transmitted by this email.

**REAL PROPERTY CERTIFICATE OF VALUE
ST LOUIS COUNTY**

Type or print all information. All questions must be answered by grantee.

DATE ___/___/___

DAILY _____

- 1. Grantor: Lower Missouri River L.L.C.
- 2. Grantee: City of Chesterfield
- 3. Address of Property: 190 Long Road Chesterfield, MO 63005
Locator(s): 18U440542

- 4. Is this newly constructed residential property? Yes , No . If "Yes", date of occupancy: _____
- 5. Intended use of property? Present use , Renovation , New Development , Short term Investment
- 6. Did the transaction transfer title in any of the following ways:
 - A. To or from any governmental or political agency?..... - Yes
 - B. For the purpose of correcting a previously recorded deed?..... - Yes
 - C. For the purpose of releasing security for a debt?..... - Yes
 - D. Sale for delinquent taxes?..... - Yes
 - E. Sale of cemetery lot?..... - Yes
 - F. Transfer of severed mineral interests?..... - Yes
 - G. By order of any court?..... - Yes
 - H. By deed between husband & wife, parent & child, without actual consideration; to or from a family corporation or partnership or trust for no consideration?..... - Yes
 - I. By deed of partition?..... - Yes
 - J. By deed made pursuant to merger, consolidation, sale or transfer of the assets of a corporation pursuant to a plan filed with the Missouri Secretary of State?..... - Yes
 - K. By executory contract for deed?..... - Yes
 - L. By deed of distribution conveying property to heirs? - Yes
 - M. By lease or easement?..... - Yes
 - N. By deed which conveys property held in name of partnership to any partner or partner's spouse?..... - Yes

If any of the above are marked yes, go to item 10.

- 7. Did this transaction involve any of the following:
 - A. A transaction between relatives or related corporations?..... - Yes
 - B. A compulsory transaction in lieu of foreclosure, divorce, court order, condemnation, probate? - Yes
 - C. A transaction with one of the following types of deed: Quit Claim Deed, Trustee's Deed, Deed conveying less than full fee simple interest in property?..... - Yes

If 7a, 7b, or 7c was answered yes, and there was consideration, complete 8a.

- 8. A. Full consideration, including the amount of all assumed mortgages and liens, excluding personal property:
Mortgage(s): \$0 _____ Cash: \$0 _____ Total: \$0 _____
- B. If a gift, in whole or part, state the estimated market value of the gift portion: \$ _____
- C. Was a trade of property involved in this transaction? Yes , No
If "Yes" estimate the value and describe the traded property: Estimated Value: \$ _____
Describe Property: _____
- 9. If you believe this transaction does not represent market value, please attach any additional information that you want the County Assessor to consider.
- 10. I certify under the penalty of law that this statement has been examined by me and to the best of my knowledge and belief is a true, correct and complete statement.

4-8-24
DATE

[Signature]
SIGNATURE OF GRANTEE OR HIS REPRESENTATIVE

Scott D. Harding, owner & manager, Lower MO. River LLC
PRINT NAME AND POSITION

BILL NO. 3500

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CHESTERFIELD AUTHORIZING THE SALE OF 16.95 ACRES OF EXCESS REAL ESTATE TO STAENBERG ADVISORS LLC OR ITS AFFILIATES

WHEREAS, the Staenberg Group submitted a proposal to acquire certain real estate within the City of Chesterfield; and

WHEREAS, the City determined that said real estate was in excess of what is required to meet the requirements of the Chesterfield Master Stormwater Plan; and

WHEREAS, not more than 10 acres of the total 16.95 acres of land may be reclaimed and re-purposed; and

WHEREAS, if this land is to be conveyed and re-purposed, the purchaser will be required to extend the stormwater infrastructure to ensure the integrity and function of the Chesterfield Valley Stormwater Master Plan; and

WHEREAS, the City of Chesterfield contracted for an independent appraisal of said property; and

WHEREAS, the City of Chesterfield desires to convey the real estate; and

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

Section 1: The City of Chesterfield, City Council hereby authorizes the sale of approximately 16.95 acres of real estate as depicted on EXHIBIT A attached hereto, locator number 17U320102, 17159 Edison Avenue Chesterfield Missouri, to the Staenberg Advisors LLC or their affiliates at a sale price of \$500,000.

Section 2: The City Administrator is hereby authorized and directed to execute all necessary documents to convey the described.

Section 3: This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2024.

Presiding Officer

Bob Nation, Mayor

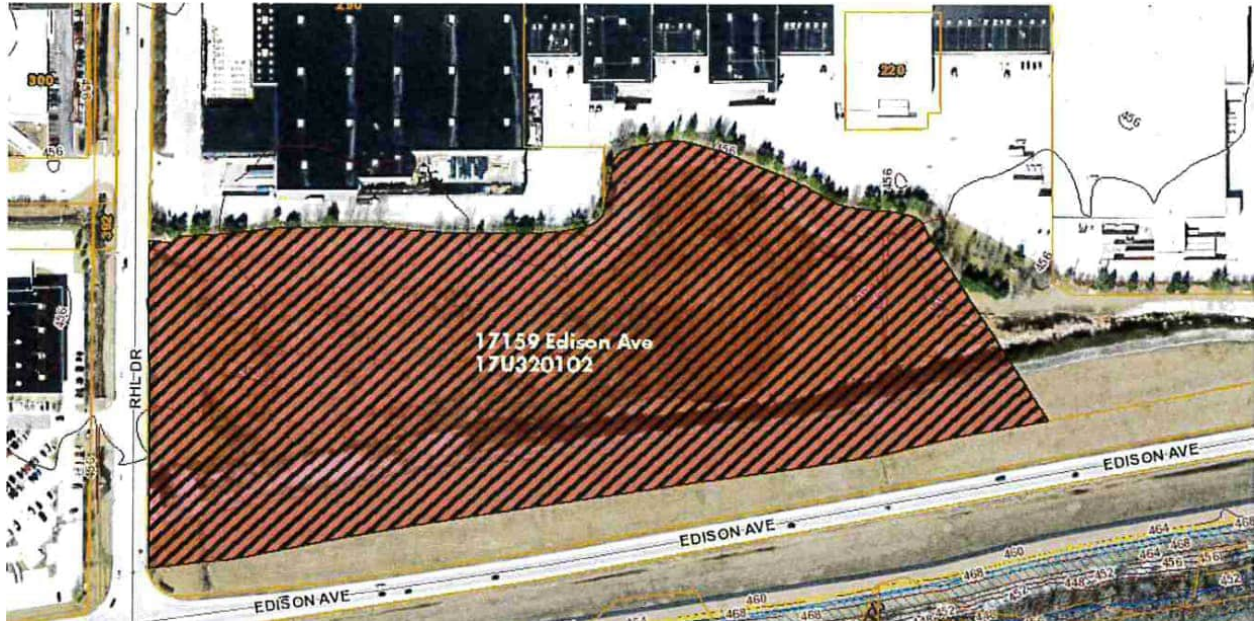
ATTEST:

Vickie McGownd

FIRST READING HELD:

EXHIBIT A

Depiction of the Property



Mike Geisel

City Administrator



690 Chesterfield Pkwy W

Chesterfield MO 63017

Phone 636-537-4711

Fax 636-537-4798

OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor & City Council

Date: April 10, 2024

RE: Excess property sale

As previously directed by the City Council, we have obtained an independent appraisal of the real estate being considered for sale to the Staenberg group. The appraised value of the land was determined to be \$500,000. This property was originally acquired and is currently being utilized for stormwater purposes, but has been determined to be in excess of what is necessary to comply with the master stormwater plan. In addition, given the essentially flat basin with no hydraulic gradient, it has become a nuisance and is extraordinarily difficult to mow and maintain. If the property is conveyed, there are substantial unique development requirements associated with the parcel, in that it will require approximately 8 feet of fill across ten acres, and extension of major stormwater infrastructure across the filled portion. Although 10 acres of the 17 acres of ground can be reclaimed, we encourage the conveyance of the entire 17 acre tract of land such that the remained will continue to function as a stormwater reservoir.

THE PROPERTY:

The specific property is located behind the west end of Chesterfield Commons, between the Lowes retail store and Edison Avenue. The property is currently part of the stormwater reservoir draining eastward to the pump station into Bonhomme Creek. This property was exacted from The Staenberg Group in 2006 without compensation, at a time when the stormwater master plan was being developed and refined, and the volume of stormwater storage was still uncertain. Unlike the

majority of other stormwater reservoirs and channels, this property was conveyed to the City in fee, as opposed to an easement.

IMPACTS OF CONVEYANCE ON STORMWATER MASTER PLAN:

When TSG initially inquired as to the availability of this property, our Public Works department investigated the actual stormwater needs for our master plan purposes and determined that the reservoir storage could be reduced by 10 acres, without increasing flood heights above a warning stage. Equally as important, the City, as owners of this property, have been challenged to maintain this reservoir. Since the basin is flat\level, it has proven to be extraordinarily difficult to mow the property without creating severe rutting, and this inability to mow frequently and routinely results in vegetation heights three feet or more. This vegetation subsequently impairs the function of the stormwater basin, impeding flow and clogging the pump station. Our inability to effectively maintain the property is an ongoing frustration. The City is eager to divest itself of maintaining this basin.

In analyzing the potential of conveying the property, there are a few stipulations\conditions that would accompany the transfer:

- Although the basin volume could be reduced by up to ten acres, the City would convey the entire 16.95 acres and the responsibility for maintaining the entire property, including the remaining stormwater basin, would transfer with the conveyance.
- Any development of the property would necessarily require that the owner go through the planning process.
- Not more than 10 acres of the basin could be recovered. That would require the developer provide at least 129,000 cubic yards of compacted fill material and extend 3 – 8'x5' box culverts and 2 54" pipe culverts an additional 1,100 feet. The estimated cost of the fill, pipe, and culvert extensions exceed \$2.4 million.
- It should also be understood that if 10 acres of the reservoir is ultimately filled, it marginally enhances the safety and level of protection against under-seepage from Bonhomme Creek. The additional fill will increase the hydraulic gradient between creek and reservoir, making any migration of groundwater less likely.

When initially contacted by TSG about their interest to re-acquire this property, I consulted with City Attorney Graville. It is our mutual belief that since the City acquired this parcel by exaction from the developer without any compensation, if we determined that the property was no longer needed, the City should convey\return the excess property to the original owner. Basically, you cannot\should not require a landowner to donate property to the City and then sell it back to them.

Although that may be the case, the Staenberg Group has offered compensation in the amount of \$500,000 without any contingencies for zoning of the property. It is understood that development of the property involves substantial unusual development costs due to the import of fill material and extension of the enclosed culverts. It is also understood that the Staenberg Group would also inherit the obligation to maintain the remaining 6.95 acres of the tract (16.95-10 developable acres), that will remain as a stormwater reservoir.

If you have any questions or require additional information, please let me know.

attachments

Staenberg Exhibit



6/26/2023, 2:11:02 PM

Parcels

Parcel Outline
Total Parcel ~16.95 acres

Reservoir
can be reduced by ~10 acres

Estm., Inc., City of Chesterfield, Missouri

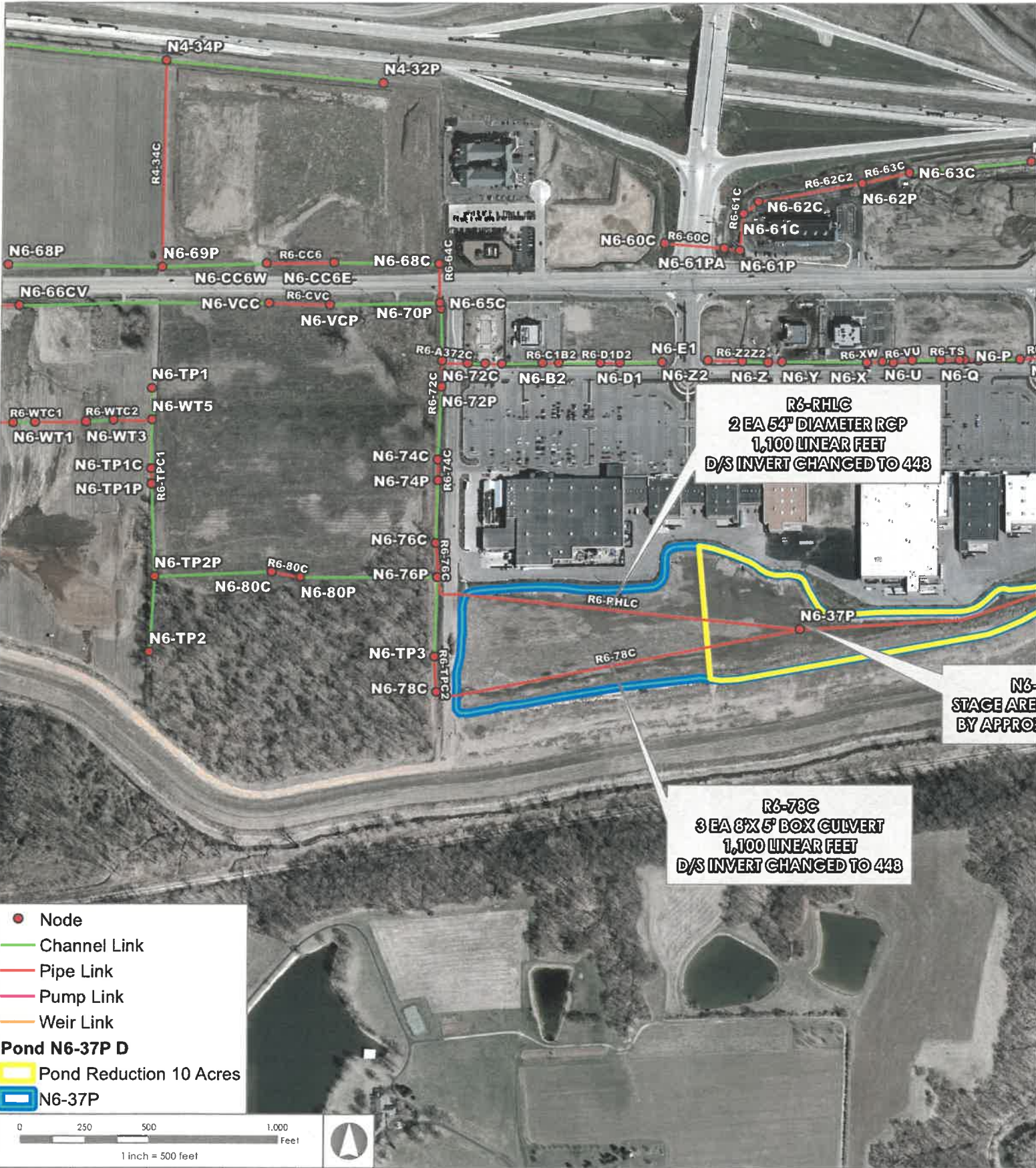
City of Chesterfield, Missouri



AVAILABLE
 RETAIL SPACE / PAD SITES

THE KROENKE GROUP

FOR LEASING
 INFORMATION CALL:
 (573) 449-8323



R6-RHLC
 2 EA 54" DIAMETER RCP
 1,100 LINEAR FEET
 D/S INVERT CHANGED TO 448

R6-78C
 3 EA 8'X 5' BOX CULVERT
 1,100 LINEAR FEET
 D/S INVERT CHANGED TO 448

N6-37P
 STAGE AREA
 BY APPROX

- Node
- Channel Link
- Pipe Link
- Pump Link
- Weir Link
- Pond N6-37P D**
- Pond Reduction 10 Acres
- N6-37P



Project No.	FE 2023-01	Revision	01	Scale	AS SHOWN
Client	THOMAS & HUTTON	Project Manager	DAVID L. HUTTON	Project Engineer	DAVID L. HUTTON
Thomas & Hutton compiled the map information from the following sources:					
Date	Source	Date			
<small>DISCLAIMER: Thomas & Hutton is not responsible for the accuracy of the information provided in this map. The user of this map is advised to verify the information shown on this map with the appropriate authorities. The user of this map is advised to verify the information shown on this map with the appropriate authorities. The user of this map is advised to verify the information shown on this map with the appropriate authorities.</small>					
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Stormwater Ma

Chesterfie

FE 2023-01 - Pond N6-37

Mike Geisel

From: Tim Lowe <tlowe@tsgproperties.com>
Sent: Thursday, February 15, 2024 11:00 AM
To: Mike Geisel
Cc: Justin Wyse
Subject: Chesterfield Commons Land
Attachments: Letter of Intent 02.15.24.pdf

Mike:

As discussed at our meeting earlier this week, I have attached a Letter of Intent to acquire the 16.95-acre parcel behind Chesterfield Commons. Please note the offer is a straight acquisition with a little due diligence and no zoning contingency. Please review at your convenience and let me know how you would like to proceed.

Thanks,
TIM

Tim Lowe
Senior Vice President of Leasing and Development
The Staenberg Group
2127 Innerbelt Business Center Drive, 2nd Floor
St. Louis, MO 63114
(314) 513-0018





February 15, 2023

Mr. Michael Geisel
City Administrator
City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

RE: Land Acquisition

Dear Mike:

Pursuant to our ongoing conversations, outlined below is a brief proposal whereby Staenberg Advisors LLC would be willing to move forward with the purchase of the below referenced property.

It is expressly understood and agreed by both parties that the foregoing non-binding proposal constitutes an outline of the proposed terms with respect to the purchase of the above-referenced property and does not create any contractual rights or obligations on the part of either party. In no event shall any contractual rights or obligations exist until such time as a definitive Purchase and Sale Agreement ("PSA") is fully executed and delivered to both parties.

Seller: City of Chesterfield

Buyer: Staenberg Advisors LLC, or its affiliated assignee

Property: An approximate gross area of 16.95 acres as shown on Exhibit A.

Property Addresses: 17159 Edison Avenue
Chesterfield, MO 63005

Parcel Locater Numbers: 17U320102

Purchase Price: \$500,000.00

Contingency Period: Buyer shall have sixty (60) days after execution of the PSA to review title, obtain a survey and perform a Phase I assessment. There will be no zoning contingency.

Closing Date: Closing shall occur no later than fifteen (15) days after expiration of the Contingency Period.

Delivery Conditions: Seller shall deliver the Property in its existing "as-is" condition.

Closing Costs: Buyer shall pay all Closing Costs.

PSA: Buyer's form to serve as initial draft.

After you have had an opportunity to review the above proposal, please feel free to contact Tim Lowe at (314) 513-0018 should you need to discuss this proposal in more detail.

Kindest Regards,

STAENBERG GROUP, INC.

Michael H. Staenberg
President

cc: Tim Lowe

APPROVED:

Date: _____

EXHIBIT A

Depiction of the Property



**APPRAISAL OF
17159 EDISON AVENUE
CITY OF CHESTERFIELD
ST. LOUIS COUNTY, MISSOURI**

**DATE OF REPORT
APRIL 1, 2024**

**DATE OF VALUE
MARCH 7, 2024**

**PREPARED FOR
MR. JAMES A. ECKRICH, P.E.
DIRECTOR OF PUBLIC WORKS / CITY ENGINEER
CITY OF CHESTERFIELD**

PREPARED BY



FILE NUMBER – 2024-044



April 1, 2024

Mr. James A. Eckrich, P.E.
Director of Public Works / City Engineer
City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Dear Mr. Eckrich:

At your request, we have inspected and appraised a 16.95+/- acre parcel of land at 17159 Edison Avenue, in the City of Chesterfield, St. Louis County, Missouri, 63005. Our assignment is to provide a current "As-Is" market value opinion for the real property.

This **Appraisal Report**, of which this letter is a part, describes in an abbreviated summary format the land, improvements, and methods of appraisal; and contains pertinent data considered in reaching our conclusions. The scope and content of this appraisal follows the Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Foundation.

After inspecting the subject property and its neighborhood, and after making other necessary investigations, we have concluded that the current "As-Is" Market Value of the Fee Simple interest in subject real property, as of March 7, 2024, is:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000)

Our market value conclusion is premised on the exposure time estimate contained in the Reconciliation Section of this report. The following appraisal report, of which this letter of transmittal is a part, will indicate how we have arrived at this value conclusion. This letter is invalid as an opinion of value if detached from the report that contains the text and exhibits.

It has been a pleasure working on this assignment for you. If you or your associates have any questions concerning the information contained in this report, we will be happy to answer them.

Respectfully submitted,

REAL ESTATE ANALYSTS LIMITED

A blue ink signature of Michael A. Green, consisting of several loops and a long horizontal stroke.

Michael A. Green
Principal

A blue ink signature of Michael C. Curran, written in a cursive style.

Michael C. Curran, MAI
Principal

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location:	17159 Edison Avenue, City of Chesterfield, St. Louis County, Missouri, 63005
Type of Property:	Stormwater retention basin
Land Area (Gross):	16.95 acres
Potential Usable Land Area:	10.00 acres (after fill and pipe / culvert extensions)
Owner of Record:	City of Chesterfield
Prospective Buyer:	Staenberg Advisors LLC
Proposed Purchase Price:	\$500,000, or \$1.15 per sq. ft. of usable land area
Purchase Proposal Letter Date:	February 15, 2023
Highest & Best Use – Usable Land:	Future commercial or light industrial use
Current Zoning:	“C-8”, Planned Commercial District
Tax Parcel Locator Number:	17U-32-0102
Assessment Classification:	Commercial - Exempt
2023 Assessed Value:	\$2,835,230
2023 Assessor’s Market Value:	\$8,860,100 or \$522,713.86 per acre or \$12.00 per square foot of land area
2023 Real Estate Taxes:	Tax Exempt
Property Rights Appraised:	Fee Simple Interest
Type of Report:	Appraisal Report
Date of Value:	March 7, 2024
Date of Report:	April 1, 2024
Indicated “As-Is” Value by:	
Cost Approach	N/A
Income Approach	N/A
Sales Comparison Approach	\$500,000
Concluded:	<u>\$500,000</u>

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Letter of Intent	
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NATURE OF ASSIGNMENT

Purpose of Appraisal

Our assignment is to appraise the 16.95+/- acre parcel of land at 17159 Edison Avenue, in the City of Chesterfield, St. Louis County, Missouri, 63005. Our assignment is to provide a current "As-Is" market value opinion for the real property.

Type of Report

This **Appraisal Report** presents a summary discussion of the subject property, the neighborhood, the data analyzed and the valuation analysis.

Identity of the Client and Intended User(s)

This appraisal is intended for use only by the client, Mr. Jim Eckrich with the City of Chesterfield. Use of this report by others is not intended by the appraiser, nor is it intended to be used for other purposes.

Intended Use

The intended use of this appraisal is to assist you with decision-making related to possible disposition.

Property Interest Appraised

This appraisal is of the Fee Simple Estate.

According to *The Dictionary of Real Estate Appraisal*, 7th edition, 2022, Fee Simple Estate is *An absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.*

Type and Definition of Value

We have been asked to determine Market Value, which is defined as:

"The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1. buyer and seller are typically motivated;*
- 2. both parties are well informed or well advised, and acting in what they consider their best interests;*
- 3. a reasonable time is allowed for exposure in the open market;*
- 4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and*
- 5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."*

(12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994)

Our market value conclusion is premised on the exposure time estimate contained in the Reconciliation Section of this report.

Scope of Work

The scope of this appraisal is as follows:

- ◆ To identify the property by street address, tax parcel number, and legal description.
- ◆ To inspect the subject property. The subject was inspected on March 7, 2024, by Michael C. Curran, MAI.
- ◆ To review the St. Louis County Assessor's Records in respect to ownership, property characteristics, and real estate assessment and taxes.
- ◆ To review the City of Chesterfield zoning map and ordinances pertaining to the permitted uses of the site.
- ◆ To assess the economic effects of the neighborhood and the community at large upon the subject property.
- ◆ To determine the size of the site. The land area was obtained from St. Louis County Assessor's records. A site plan or survey was not available.
- ◆ The appraisal includes any necessary data and analysis in support of the assignment results with a thorough presentation of the relevant data, analysis, and projections using all relevant approaches to value, to produce credible value conclusion(s).
- ◆ To gather and analyze comparable land sale data and when and where possible, to obtain confirmation of market data by one or more parties to the transaction, or a participating broker. If this were not the case, the information was obtained from sources we believe to be reliable. Additional data sources such as MLS, Realist, Loopnet, and CoStar were reviewed.
- ◆ In the preparation of this appraisal, we gathered comparable land sale data and analyzed this data as it relates to the subject. The analysis of the data resulted in the conclusions of value presented in this appraisal report.
- ◆ The Cost Approach and Income Approaches were not utilized in this assignment. The Sales Comparison approach to value was the only approach considered relevant and applicable and, as such, was utilized in this assignment.

Effective Date of Appraisal and Date of Report

The effective date of this appraisal is March 7, 2024, concurrent with the date of our most recent inspection. The date of report issuance is April 1, 2024.

Extraordinary Assumptions and Hypothetical Conditions

None.

Additional Definitions

Exposure Time

According to *The Dictionary of Real Estate Appraisal*, 7th ed., 2022, Exposure Time is *the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. (USPAP, 2016-2017 ed.)*

Extraordinary Assumption

According to *The Dictionary of Real Estate Appraisal*, 7th ed., 2022, an Extraordinary assumption is an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions. Comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2016- 2017 ed.)

Hypothetical Condition

According to *The Dictionary of Real Estate Appraisal*, 7th ed., 2022, a Hypothetical Condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2016-2017 ed.)

CERTIFICATION OF VALUE – REPORT DATED APRIL 1, 2024

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct;
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved.
4. We have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
8. Michael C. Curran made a personal inspection of the property that is the subject of this report. Michael A. Green did not make a personal inspection of the property.
9. No one provided significant real property appraisal assistance to the persons signing this certification.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. Michael C. Curran and Michael A. Green have not performed appraisal services regarding the property that is the subject of this report within the three-year period immediately preceding the acceptance of this assignment.
12. Michael C. Curran and Michael A. Green have acted in an independent capacity and the appraisal assignment is not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
13. Michael C. Curran and Michael A. Green are competent to complete this report in accordance with the Competency Provision of USPAP.
14. As of the date of this report, I, Michael Curran, have completed the continuing education program for Designated Members of the Appraisal Institute.

REAL ESTATE ANALYSTS LIMITED



Michael A. Green
Missouri State Certified
Real Estate Appraiser
RA001032



Michael C. Curran, MAI
Missouri State Certified
Real Estate Appraiser
RA001584

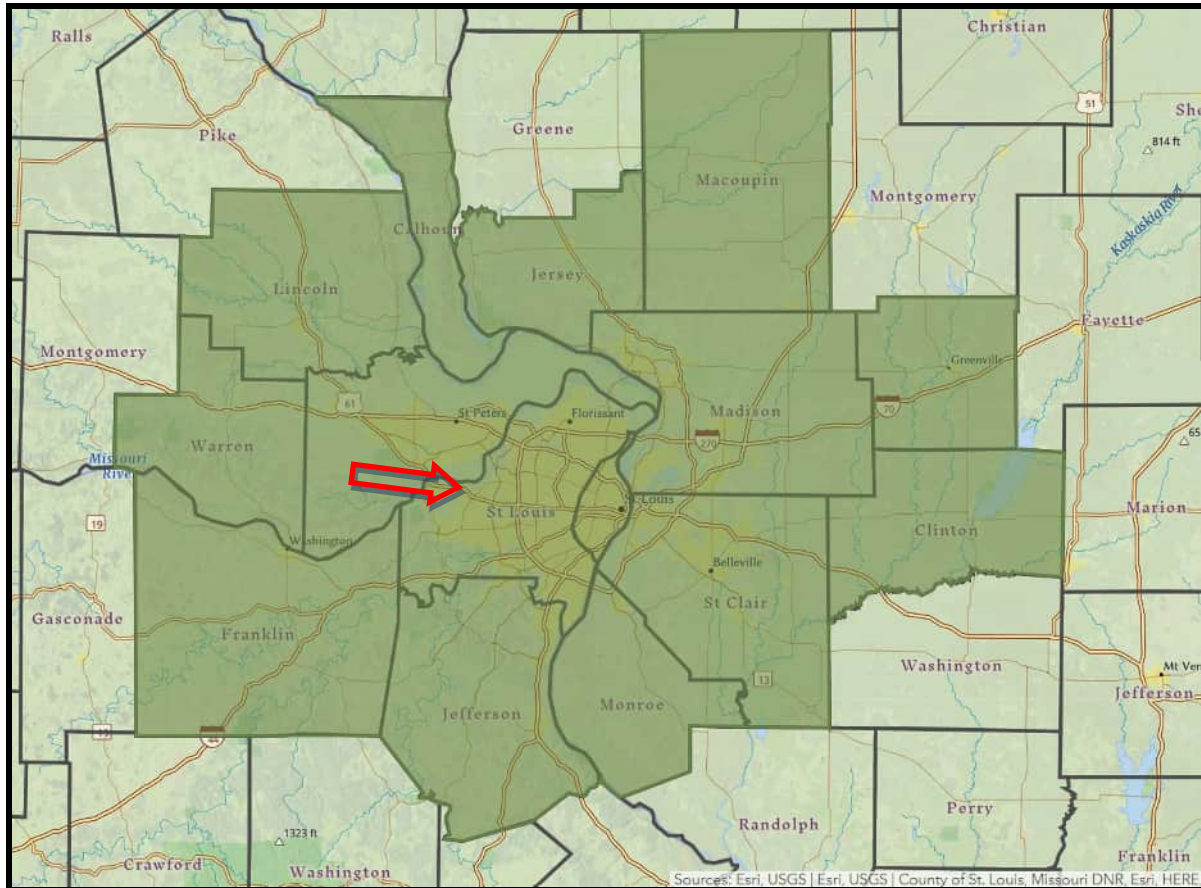
ASSUMPTIONS AND LIMITING CONDITIONS

The conduct of this appraisal is necessarily guided and its results influenced by the terms of the assignment and the assumptions, which together form the basis of the study. The following conditions and assumptions, together with lesser assumptions embodied in this report, constitute the framework of our analyses and conclusions.

1. Unless otherwise stated, the value of the property is based upon the present conditions of the national and local economies, the present purchasing power of the U.S. dollar, present financing rates as of the date of this appraisal, and is subject to any future changes which may occur in any or all of these conditions.
2. The forecasts, projections, and operating estimates contained in this report are based upon current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes in future conditions.
3. All information and comments concerning the location, neighborhood, market, trends, construction quality and costs, obsolescence, condition, necessary repairs, expenses, income, taxes, zoning, or any other data of or relating to the property appraised herein, represent the estimates and opinions of Real Estate Analysts Limited, formed after an examination and study of the property.
4. While it is believed the information, estimates, and analyses given and the opinions and conclusions drawn there from are correct, Real Estate Analysts Limited does not guarantee them. We believe the information that was furnished to us by others is reliable, but we assume no responsibility for its accuracy.
5. We assume no responsibility for matters legal in character, nor do we render any opinion as to the title, which is assumed to be good and the property marketable. All existing liens and encumbrances except as specified herein have been disregarded and the property appraised as though free and clear and under responsible ownership and competent management.
6. The sketches in this report are included to assist the reader in visualizing the property. We have made no engineering tests or surveys of the property, and assume no responsibility for the structural soundness of the improvements, stability, and/or load bearing capacity of the soil and subsoil, adequacy of drainage, location of property lines and improvements on the site, hidden or unapparent conditions, or any other matters of a related nature.
7. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined, and considered in the appraisal report.
8. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
9. Unless otherwise stated in this report, the existence of electro-magnetic fields (EMF), poor indoor air quality (IAQ), carbon monoxide and other gases or substances/materials, including without limitation radon, asbestos, polychlorinated byphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. **THE APPRAISER, HOWEVER, IS NOT QUALIFIED TO TEST SUCH SUBSTANCES/MATERIALS, OR CONDITIONS.** If the presence of such gas or substances, such as radon, asbestos, urea formaldehyde foam insulation, or other hazardous materials or environmental conditions may affect the value of the property, then any loss in value would have to be deducted from our concluded value because the value we have estimated in this appraisal is predicated on the assumption that there is no such condition on or in the property, or in such proximity thereto that it would cause a loss in value. **NO RESPONSIBILITY IS ASSUMED FOR ANY SUCH CONDITIONS, NOR FOR ANY EXPERTISE OR ENGINEERING KNOWLEDGE REQUIRED TO DISCOVER THEM.**

10. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Unless otherwise stated, the value conclusion stated in this report is based on the assumption that the property is not in compliance with ADA requirements.
11. Possession of this report or a copy thereof does not carry with it the right of publication, nor may it be used for any purpose by anyone but the client without the previous written consent of the appraiser and then only with proper written qualification, and in its entirety.
12. We are not required to give testimony or to appear in court by reason of this appraisal, with reference to the property in question, unless previous arrangements have been made.
13. The distribution, if any, of the value concluded in this report between land and improvements applies only under the stated program of utilization. The separate allocations of value for land and improvements must not be used in conjunction with any other appraisal, and are invalid if so used.
14. Any value estimates provided in this report apply to the entire property. Any proration or division of the total into fractional interests will invalidate the value estimate, unless such proration or division of interests has been set forth in the report.
15. This report was not prepared for syndication purposes, nor is it to be used for syndication purposes without the consent of the appraisers and then only with proper qualifications.
16. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers or the firm with which they are connected, or any reference to the Appraisal Institute or the MAI designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of the appraiser.
17. This appraisal report has been prepared for the exclusive benefit of the addressee/s. It may not be used or relied upon by any other party. Any party who uses or relies upon any information in this report, without the preparer's written consent, does so at his own risk.

VICINITY MAP



GENERAL LOCATION AND AREA DATA

Metropolitan Area

Greater St. Louis is the 21st largest metro area in the country, with a total population of 2.82 million. The CBSA includes seven counties in Missouri (City of St. Louis, Franklin, Jefferson, Lincoln, St. Charles, St. Louis, and Warren) and eight counties in Illinois (Bond, Calhoun, Clinton, Jersey, Macoupin, Madison, Monroe, and St. Clair). The following information obtained from ESRI Business Analyst, compares the demographics of the St. Louis CBSA and the United States.

Sites	2020 Total Population (U.S. Census)	2023 Total Population (Esri)	2028 Total Population (Esri)	2020-2023 Population: Annual Growth Rate (Esri)	2023-2028 Population: Annual Growth Rate (Esri)	2023 Median Household Income (Esri)	2028 Median Household Income (Esri)	2023-2028 Median Household Income: Annual Growth Rate (Esri)	2023 Total Housing Units (Esri)
St. Louis City, MO	301,578	293,739	289,682	-0.81%	-0.28%	\$52,107	\$58,163	2.22%	172,988
St. Louis County, MO	1,004,125	998,778	990,252	-0.16%	-0.17%	\$76,495	\$87,797	2.79%	446,675
St. Charles County, MO	405,262	419,594	432,080	1.08%	0.59%	\$96,151	\$106,461	2.06%	168,065
Jefferson County, MO	226,739	229,756	231,304	0.41%	0.13%	\$71,734	\$80,690	2.38%	94,305
Warren County, MO	35,532	37,507	39,071	1.68%	0.82%	\$75,638	\$82,620	1.78%	16,035
Lincoln County, MO	59,574	62,744	65,775	1.61%	0.95%	\$78,775	\$90,354	2.78%	24,520
Franklin County, MO	104,682	106,139	106,935	0.43%	0.15%	\$69,296	\$78,773	2.60%	46,247
St. Clair County, IL	257,400	252,919	248,361	-0.54%	-0.36%	\$67,040	\$76,244	2.61%	114,433
Madison County, IL	265,859	263,961	261,659	-0.22%	-0.18%	\$66,874	\$74,968	2.31%	119,349
Monroe County, IL	34,962	35,453	35,710	0.43%	0.14%	\$89,904	\$99,026	1.95%	14,908
Macoupin County, IL	44,967	44,123	43,131	-0.58%	-0.45%	\$57,892	\$63,922	2.00%	20,946
Jersey County, IL	21,512	21,212	20,855	-0.43%	-0.34%	\$71,546	\$79,491	2.13%	9,719
Clinton County, IL	36,899	36,701	36,466	-0.17%	-0.13%	\$73,157	\$78,994	1.55%	15,748
Calhoun County, IL	4,437	4,216	3,983	-1.56%	-1.13%	\$74,411	\$83,664	2.37%	2,201
Bond County, IL	16,725	16,314	15,946	-0.76%	-0.46%	\$54,804	\$60,054	1.85%	6,836
St. Louis (CBSA)	2,820,253	2,823,156	2,821,210	0.03%	-0.01%	\$73,017	\$82,735	2.53%	1,272,975
United States	331,449,281	337,470,185	342,640,129	0.56%	0.30%	\$72,603	\$82,410	2.57%	144,063,309

As shown above, according to ESRI, Business Analyst, the 2020 U.S. Census Population of the CBSA was 2,820,253, and it is expected to decrease to 2,821,210, by 2028. Population for individual counties in the (CBSA) shows a continuing pattern of migration to less urbanized areas.

St. Louis County, the most heavily populated area, has limited opportunities for future growth. The total population as of 2023 is 998,778, or a -0.53 percent decrease from the 2020 U.S. Census Population of 1,004,125. The City of St. Louis attained its population peak of over 850,000 in the 1950s, and the number of residents declined from that time up through the present. The total population as of 2023 is 293,739, or a -2.60 percent decrease from the 2020 U.S. Census Population of 301,578.

In percentage terms, the counties of St. Charles, Lincoln and Warren in Missouri have posted the largest gains. Between 2020 and 2023, the population increase for St. Charles County was 3.54 percent, and Lincoln and Warren Counties indicated increases of 5.32 percent and 5.56 percent respectively. During this same time-period, the greatest percentage of growth in Illinois was in Monroe County, with a 1.40 percent increase.

Regarding the local business environment, Greater St. Louis Inc. provides the following information:

Greater St. Louis, the nation's 21st largest metro, is one of the largest regional economies in the U.S., with a gross metro product of \$173 billion. The 15-county bi-state area comprises 2.8 million residents, 1.5 million workers and 88,000 business establishments. Throughout its history, St. Louis was founded as a trading center, grew into a manufacturing powerhouse, expanded its service sector, and developed into a major tech hub. The region ranks as the third most economically diverse U.S. metro area mirroring the national industry mix. Greater St. Louis has competitive strengths in advanced manufacturing, bioscience and health innovation, digital transformation, financial and business services, and mobility and transportation.

The region is a major national transportation hub close to the geographic and population centers of the U.S. Located at the intersection of three major rivers, five interstate highways, five airports and six Class I railroads, our strategic central location provides efficient access to U.S. and global markets.

Greater St. Louis has a vast and talented workforce of 1.5 million people. And each year, we welcome about 50,000 people relocating into the region, a major source of new workforce talent for employers. Workers are employed in a range of specialized occupations, including business specialists, technicians, scientists, engineers, healthcare professionals, teachers, artists, computer programmers, analysts, and more.

In Greater St. Louis, workers and employers both are supported by one of the largest educational markets in the U.S., producing considerable numbers of new graduates every year. Thirty four-year colleges and universities enroll more than 100,000 students and award more than 25,000 bachelor's or advanced degrees annually, while over 40,000 attend the St. Louis region's 10, two-year community, vocational, and technical colleges. Here, more than 35 percent of adults have a bachelor's degree or higher, well above the U.S. average.

Greater St. Louis is home to 22 major headquarters listed on the Fortune 1000, Forbes Global 2000 and Forbes list of America's Largest Private Companies. These companies have locations across the globe, employ hundreds of thousands of people and have hundreds of billions in revenues.

Currently, in the midst of an entrepreneurial renaissance, Greater St. Louis forms more than 6,000 new businesses annually — a number that employs more than 50,000. Venture capital investment in area startups has risen to record levels recently, with more than \$400 million invested in 2020.

Greater St. Louis has a Cost of Doing Business index of 93 percent of the U.S. metro average, a key advantage for a large metro area. The region's affordability and income levels offer the seventh-highest standard of living among the 53 largest U.S. metro areas.

The 25 largest employers in the metropolitan area, published by the St. Louis Business Journal, are summarized in the following table:

No.	Company	HQ	Local Employees
1.	BJC HealthCare	St. Louis MSA	30,920
2.	Washington University in St. Louis	St. Louis MSA	19,617
3.	Walmart, Inc.	Bentonville, AR	17,500
4.	Boeing Defense, Space & Security	Washington, DC	15,796
5.	Mercy Health	St. Louis MSA	15,084
6.	SSM Health Care	St. Louis MSA	14,226
7.	Scott Air Force Base	St. Louis MSA	13,000
8.	Schnuck Markets Inc.	St. Louis MSA	8,768
9.	McDonald's Corp.	Oak Brook, IL	8,415
10.	Archdiocese of St. Louis	St. Louis MSA	7,000
11.	City of Saint Louis	St. Louis MSA	6,609
12.	Charter Communications	Stamford, CT	6,230
13.	Ameren Corp.	St. Louis MSA	6,169
14.	Special School District of St. Louis County	St. Louis MSA	5,890
15.	Edward Jones	St. Louis MSA	5,514
16.	Walgreens	Deerfield, IL	5,440
17.	St. Louis County Government	St. Louis MSA	4,994
18.	Centene Corp.	St. Louis MSA	4,677
19.	St. Lukes Hospital	St. Louis MSA	4,606
20.	Enterprise Holdings, Inc.	St. Louis MSA	4,500
21.	Saint Louis University	St. Louis MSA	4,400
22.	World Wide Technology	St. Louis MSA	4,169
23.	General Motors Co.	Detroit, MI	4,124
24.	Bayer Crop Science Division	St. Louis MSA	4,000
25.	Rockwood School District	St. Louis MSA	3,977

Greater St. Louis is home to 15 *Fortune* 1000 headquarters, of which 7 are *Fortune* 500, summarized as follows:

No.	Company	Rank	Revenues (\$ Billions)
1.	Centene	25	144.5
2.	Emerson Electric	206	19.6
3.	Reinsurance Group of America	257	16.3
4.	Edward Jones	333	12.4
5.	Graybar Electric	378	10.5
6.	Olin	410	9.4
7.	Ameren	480	7.7
8.	Core & Main	528	6.7
9.	Post Holdings	545	6.4
10.	Peabody Energy	650	4.9
11.	Stifel Financial	686	4.6
12.	Arch Resources	787	3.7
13.	Energizer Holdings	884	3.1
14.	Caleres	900	2.9
15.	Belden	959	2.6

Additionally, Bunge Limited, incorporated in Bermuda, recently relocated their global headquarters from White Plains, New York, to the St. Louis metro area, which was also home to their U.S. headquarters.

Greater St. Louis is also home to some of the nation’s largest private companies. The following St. Louis companies are listed among Forbes’ America’s Largest Private Companies:

No.	Company	Rank
1.	Enterprise Holdings	9
2.	World Wide Technology	27
3.	Edward Jones	31
4.	Graybar Electric	55
5.	Dot Foods	56
6.	Clayco Construction	105
7.	McCarthy Holdings	127
8.	Apex Oil	128
9.	Arco Construction	145
10.	Schnuck Markets	179
11.	Alberici Corp.	209

The following information obtained from Greater St. Louis Inc. details the various taxes charged within the St. Louis metropolitan area:

Tax	Missouri	Illinois
Corporate Income Tax	4% of Missouri taxable income based on a single factor, market-based apportionment corporate income tax model based only on sales.	9.5% of Illinois taxable income (federal taxable income with state modifications based on a one-factor in-state sales formula), which includes 7% state income tax and 2.5% personal property replacement tax (1.5% for S-Corps, partnerships and trusts).
Personal Income Tax	\$283 plus 5.4% of Missouri taxable income over \$8,704.	4.95% of federal taxable income with state modifications.
Local Income Tax	City of St. Louis residents, workers and businesses pay a 1% earnings tax. Businesses pay based on the average allocation of gross receipts, payroll and property in the City of St. Louis. Employers also pay a payroll tax of 0.5% (20% of which is credited against the 1% earnings tax due).	No local earnings taxes.
Corporate Franchise Tax	No tax imposed.	Initial franchise tax of 0.15% of paid-in capital, thereafter annual franchise tax of 0.1% of paid-in capital, minimum of \$25, maximum of \$2 million. Illinois began to phase out this tax in 2020 and will completely repeal it after 2023.
Property Tax	Residential property is assessed at 19% of true or fair market value; commercial and industrial property at 32%; personal property at 33.3%. Business inventories are not taxed. Tax rates are the aggregate of local taxing districts and a 0.03% state tax.	Real property is assessed at 33.3% of market value. Personal property is not taxed. Business inventories are not taxed. Tax rates are the aggregate of local taxing districts.
Sales & Use Tax	4.225% of purchase price of tangible personal property and enumerated services. In lieu of a regular use tax, a 4% special use tax is imposed on motor vehicles, trailers, boats and outboard motors. Local sales taxes also apply and vary by jurisdiction.	6.25% of purchase price of tangible personal property and selected services. 1% tax on qualifying food, drugs and medical appliances. Local sales taxes also apply and vary by jurisdiction.

St. Louis County

St. Louis County, organized in 1812, is the most populous county in the state of Missouri. It is comprised of 90 + municipalities and is situated west of the Mississippi River. St. Louis County is generally defined as comprising four areas: Central, South, West, and North County.

Clayton, the county seat, is located in the Central portion. Clayton acts as a Secondary Central Business District and contains over seven million square feet of office space, as well as luxury condominiums and homes. The central county also contains some of the older inner ring suburbs such as Kirkwood, Webster Groves, Richmond Heights, and Brentwood, which have been developed for many years but are experiencing in-fill residential and commercial construction.


South County contains the largest number of unincorporated areas, such as Affton, Mehlville, Lemay, and Oakville. Several new single-family subdivisions have been developed over the last few years in the area.

West County includes, among others, the cities of Creve Coeur, Des Peres, Town and Country, and Chesterfield. The finest residential subdivisions are located in this area, especially along the I-64 corridor. This corridor is also a prestigious office location. Chesterfield Valley has become one of the area's major retail centers.

North County has more industrial development than other sections of the county. The St. Louis Lambert International Airport is located in this region and anchors several nearby industrial developments. The inner ring suburbs of North County are older and have been developed for many years. Some are now experiencing re-development.

St. Louis County offers many employment opportunities, good housing and schools, recreational facilities, churches, and shopping centers, all of which contribute to making the county a good place to live, work, and raise a family.

Demographic information provided by ESRI, Business Analyst, as well as a map of the various municipalities located in St. Louis County are included on the following pages:



County Summary

St. Louis County, MO 32 Prepared by Esri

Population	
2010 Population	998,917
2020 Population	1,004,125
2023 Population	998,778
2028 Population	990,252
2010-2020 Annual Rate	0.05%
2020-2023 Annual Rate	-0.16%
2023-2028 Annual Rate	-0.17%
2023 Male Population	47.8%
2023 Female Population	52.2%
2023 Median Age	42.1

In the identified area, the current year population is 998,778. In 2020, the Census count in the area was 1,004,125. The rate of change since 2020 was -0.16% annually. The five-year projection for the population in the area is 990,252 representing a change of -0.17% annually from 2023 to 2028. Currently, the population is 47.8% male and 52.2% female.

Median Age	
The median age in this area is 42.1, compared to U.S. median age of 39.1.	

Households	
2023 Wealth Index	119
2010 Households	404,743
2020 Households	411,076
2023 Households	411,640
2028 Households	412,413
2010-2020 Annual Rate	0.16%
2020-2023 Annual Rate	0.04%
2023-2028 Annual Rate	0.04%
2023 Average Household Size	2.38

The household count in this area has changed from 411,076 in 2020 to 411,640 in the current year, a change of 0.04% annually. The five-year projection of households is 412,413, a change of 0.04% annually from the current year total. Average household size is currently 2.38, compared to 2.39 in the year 2020. The number of families in the current year is 258,023 in the specified area.

Median Household Income	
2023 Median Household Income	\$76,495
2028 Median Household Income	\$87,797
2023-2028 Annual Rate	2.79%

Average Household Income	
2023 Average Household Income	\$119,462
2028 Average Household Income	\$137,188
2023-2028 Annual Rate	2.81%

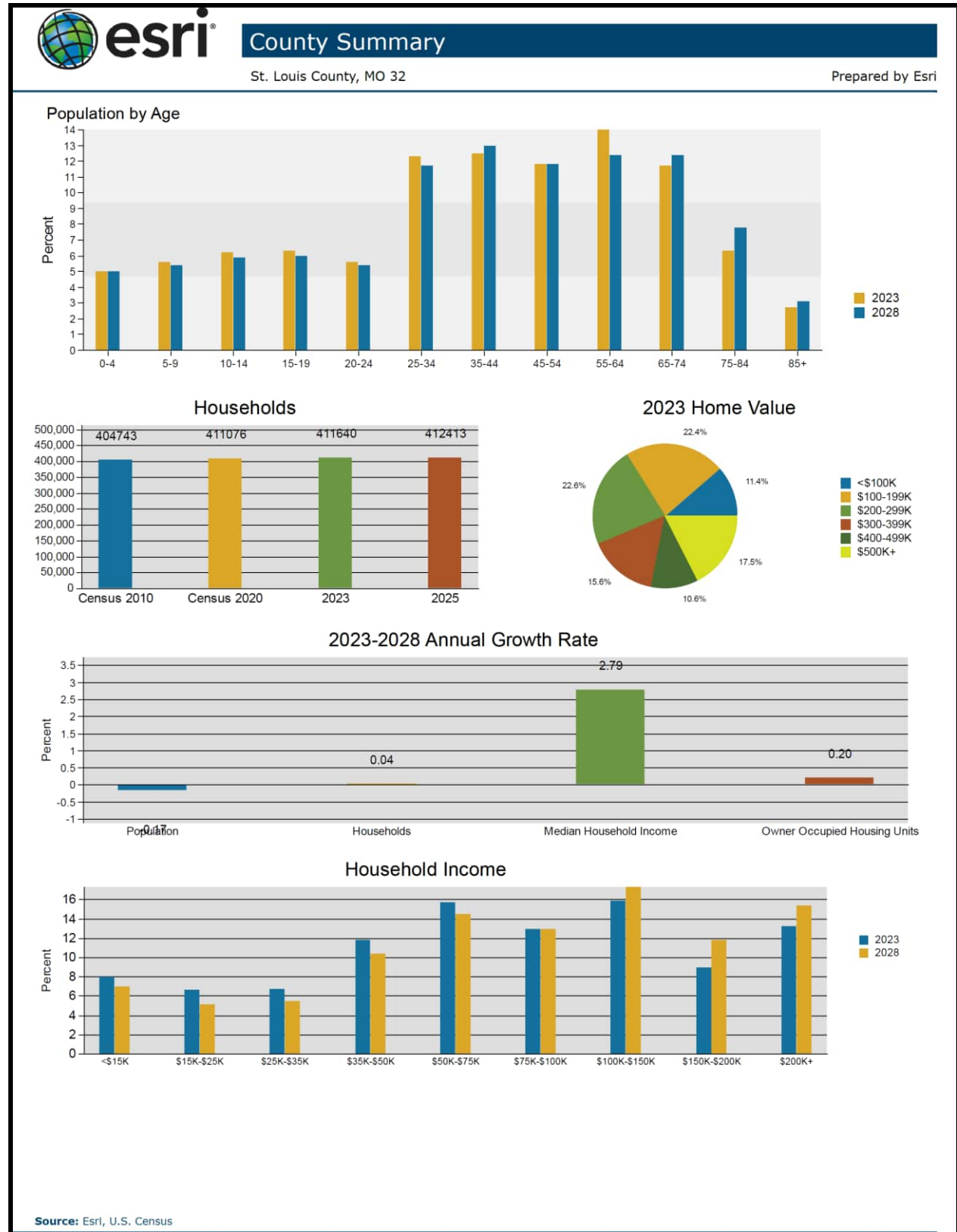
Per Capita Income	
2023 Per Capita Income	\$49,409
2028 Per Capita Income	\$57,309
2023-2028 Annual Rate	3.01%

Households by Income	
Current median household income is \$76,495 in the area, compared to \$72,603 for all U.S. households. Median household income is projected to be \$87,797 in five years, compared to \$82,410 for all U.S. households	
Current average household income is \$119,462 in this area, compared to \$107,008 for all U.S. households. Average household income is projected to be \$137,188 in five years, compared to \$122,048 for all U.S. households	
Current per capita income is \$49,409 in the area, compared to the U.S. per capita income of \$41,310. The per capita income is projected to be \$57,309 in five years, compared to \$47,525 for all U.S. households	

Housing	
2010 Total Housing Units	438,006
2020 Total Housing Units	444,653
2023 Total Housing Units	446,675
2028 Total Housing Units	448,223

Currently, 64.6% of the 446,675 housing units in the area are owner occupied; 27.5%, renter occupied; and 7.8% are vacant. Currently, in the U.S., 58.5% of the housing units in the area are owner occupied; 31.7% are renter occupied; and 9.8% are vacant. In 2020, there were 444,653 housing units in the area and 7.6% vacant housing units. The annual rate of change in housing units since 2020 is 0.14%. Median home value in the area is \$271,435, compared to a median home value of \$308,943 for the U.S. In five years, median value is projected to change by 3.95% annually to \$329,434.

Source: Esri, U.S. Census

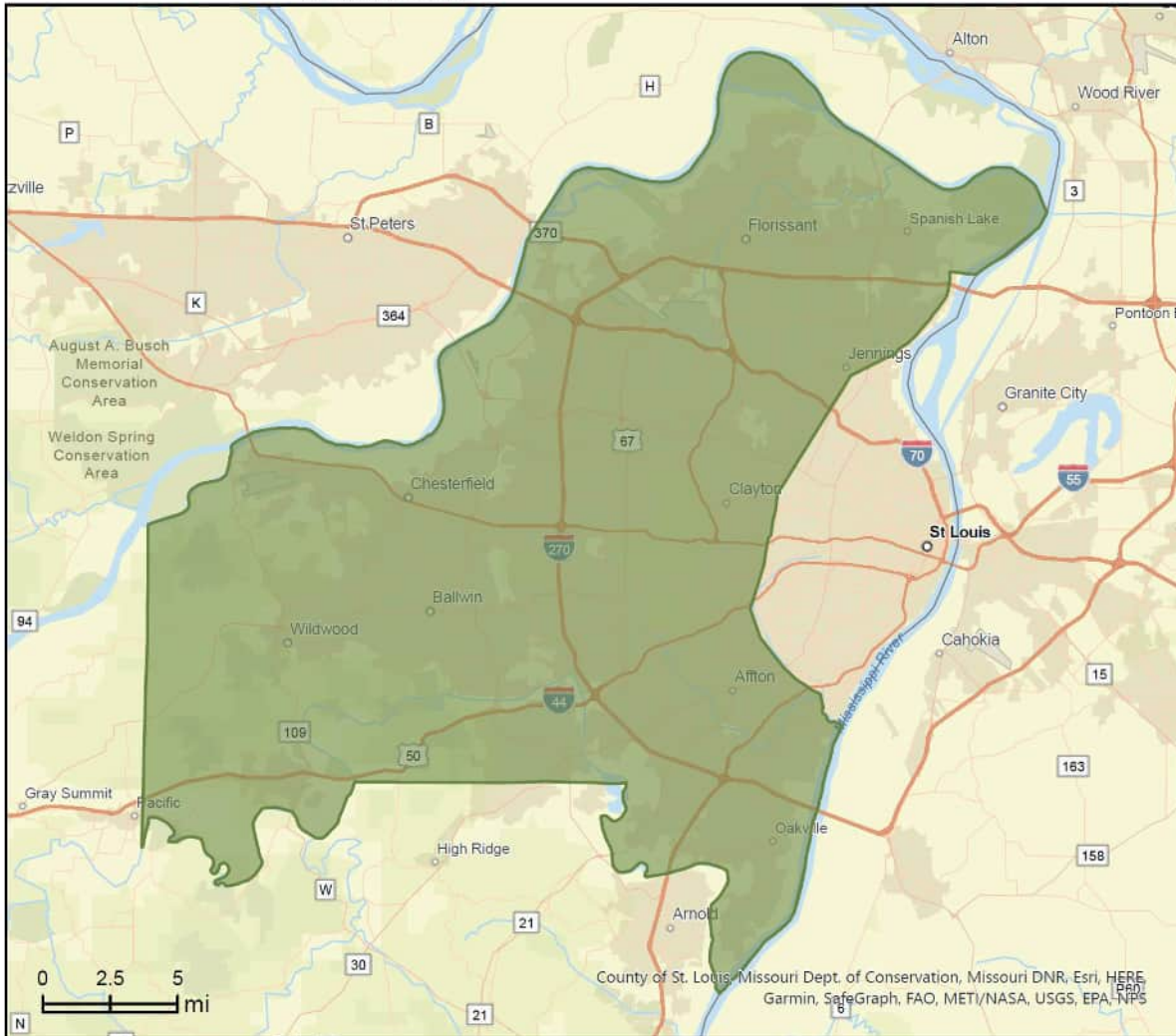




Site Map

St. Louis County, MO 27
St. Louis County, MO (29189)
Geography: County

Prepared by Esri



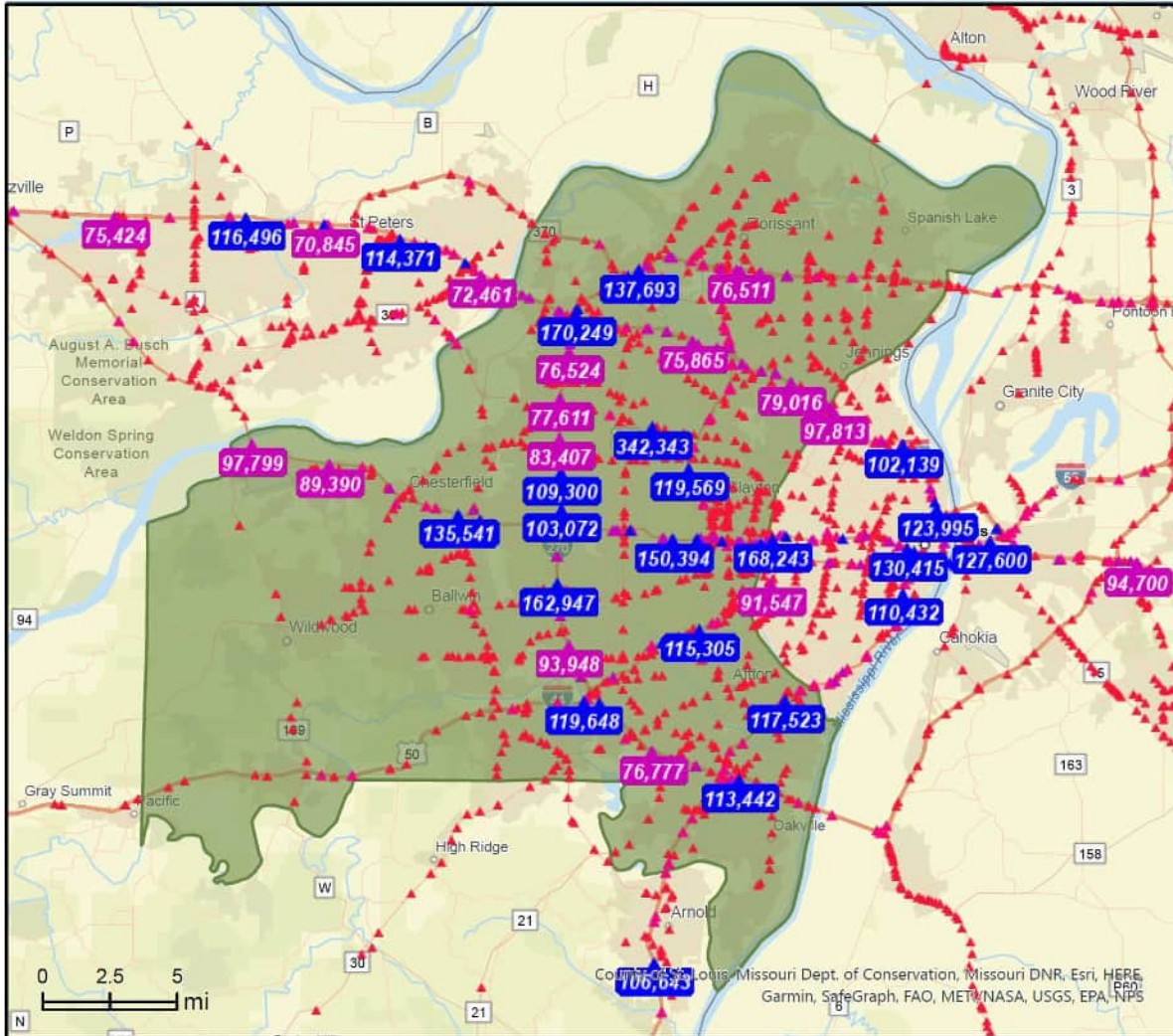
June 29, 2023



Traffic Count Map

St. Louis County, MO 27
 St. Louis County, MO (29189)
 Geography: County

Prepared by Esri



- Average Daily Traffic Volume**
- ▲ Up to 6,000 vehicles per day
 - ▲ 6,001 - 15,000
 - ▲ 15,001 - 30,000
 - ▲ 30,001 - 50,000
 - ▲ 50,001 - 100,000
 - ▲ More than 100,000 per day

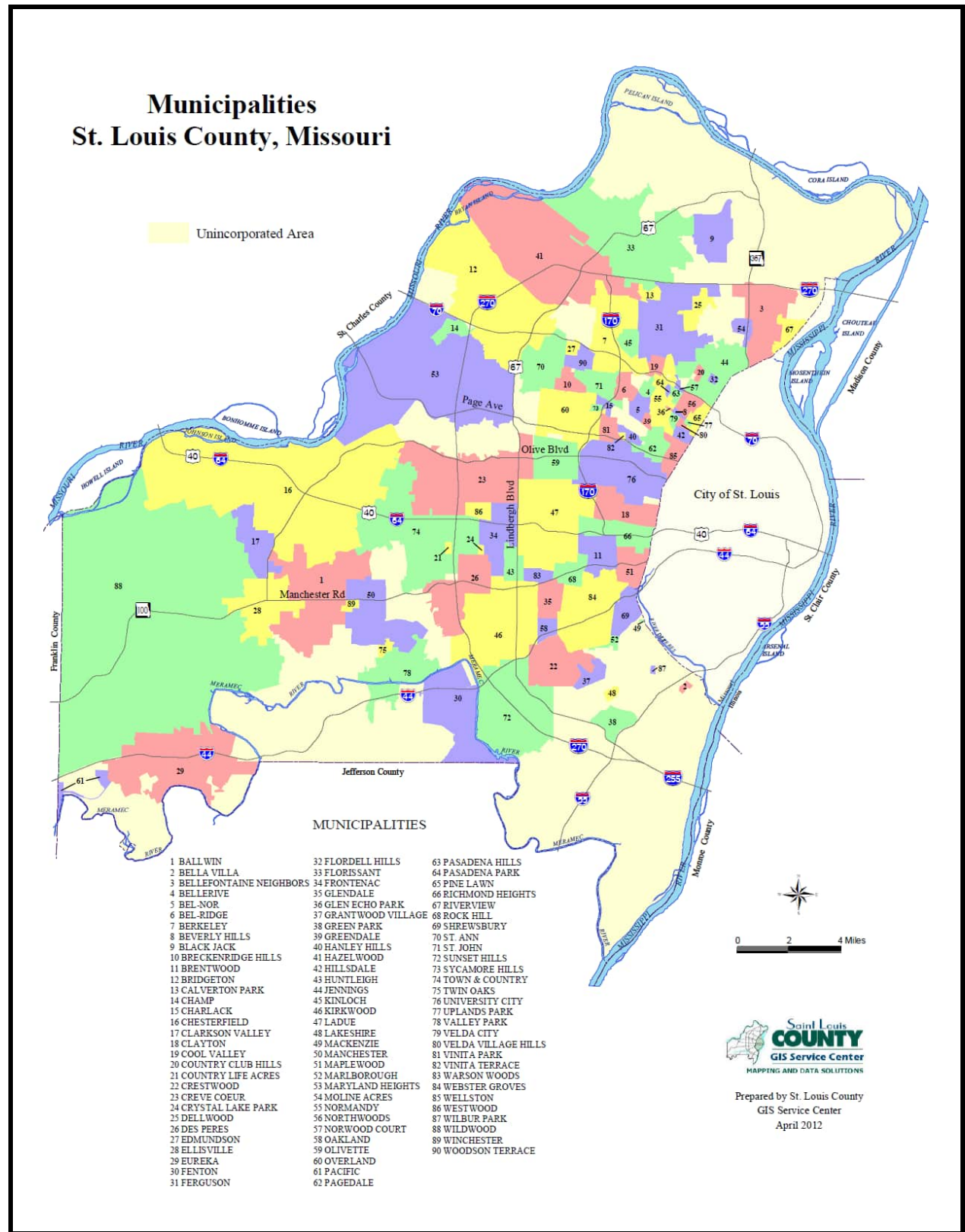


Source: ©2023 Kalibrate Technologies (Q2 2023).

June 29, 2023

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Page 1 of 1



City of Chesterfield

Chesterfield, one of St. Louis County's 90+ communities (incorporated in 1988), is situated in west St. Louis County. It is generally defined as being bounded on the north and west by the Missouri River, on the south by Clayton Road, and on the east by Highway 141/Woods Mill Road. The primary north/south thoroughfare is Clarkson Road, and the main east/west thoroughfare is Highway 40/64.


The city is served by the accredited Rockwood and Parkway School Districts. It is also the home of Logan College of Chiropractic, Maryville University, and St. Joseph Institute for the Deaf, and is within 45 minutes of four other universities and colleges.

The city's population is served by a multitude of shopping, entertainment, and recreational facilities, in two main areas of the city: surrounding the Chesterfield Mall (at the intersection of Clarkson Road and Olive Street), and in the area known as the Chesterfield Valley (an area along Highway 40 in the valley bordering the Missouri River, which has shown tremendous growth in the last several years and continues to do so). Among the amenities provided in the Chesterfield Mall area are a community swimming pool and Faust Park, which houses a carousel built in 1920 and the Butterfly House. The Chesterfield Valley area contains a Mega-screen Cinema, and a plethora of dining and shopping establishments. Also located in the Chesterfield Valley area is the Spirit of St. Louis Airport, a general aviation reliever airport, providing charter and other services, surrounded by the 1,000-acre Spirit Industrial Park.

Major Employers in the City of Chesterfield include:

Largest Employers	Industry	Employment
Mercy Health	Health Care & Social Assistance	15,174
McDonald's	Accommodation & Food Services	7,550
St. Luke's Hospital	Health Care & Social Assistance	4,529
Dierbergs Markets	Retail Trade	4,000
Lowe's Home Centers Inc	Retail Trade	2,753
Delmar Gardens Enterprises	Health Care & Social Assistance	2,711
Parkway School District	Educational Services	2,610
Reinsurance Group of America Inc.	Finance & Insurance	947
Windstream	Information	909
Opaa! Food Management Inc.	Accommodation & Food Services	800

Key Demographic information provided by ESRI, Business Analyst, as well as various maps of the City of Chesterfield are included on the following pages:



City Summary

Chesterfield City, MO 5 Prepared by Esri

Population	
2010 Population	47,727
2020 Population	49,999
2023 Population	51,014
2028 Population	51,627
2010-2020 Annual Rate	0.47%
2020-2023 Annual Rate	0.62%
2023-2028 Annual Rate	0.24%
2023 Male Population	48.4%
2023 Female Population	51.6%
2023 Median Age	49.3

In the identified area, the current year population is 51,014. In 2020, the Census count in the area was 49,999. The rate of change since 2020 was 0.62% annually. The five-year projection for the population in the area is 51,627 representing a change of 0.24% annually from 2023 to 2028. Currently, the population is 48.4% male and 51.6% female.

Median Age	
The median age in this area is 49.3, compared to U.S. median age of 39.1.	

Households	
2023 Wealth Index	222
2010 Households	19,274
2020 Households	20,051
2023 Households	20,627
2028 Households	21,106
2010-2020 Annual Rate	0.40%
2020-2023 Annual Rate	0.88%
2023-2028 Annual Rate	0.46%
2023 Average Household Size	2.43

The household count in this area has changed from 20,051 in 2020 to 20,627 in the current year, a change of 0.88% annually. The five-year projection of households is 21,106, a change of 0.46% annually from the current year total. Average household size is currently 2.43, compared to in the year 2020. The number of families in the current year is 13,873 in the specified area.

Median Household Income	
2023 Median Household Income	\$128,177
2028 Median Household Income	\$149,518
2023-2028 Annual Rate	3.13%

Average Household Income	
2023 Average Household Income	\$192,016
2028 Average Household Income	\$215,764
2023-2028 Annual Rate	2.36%

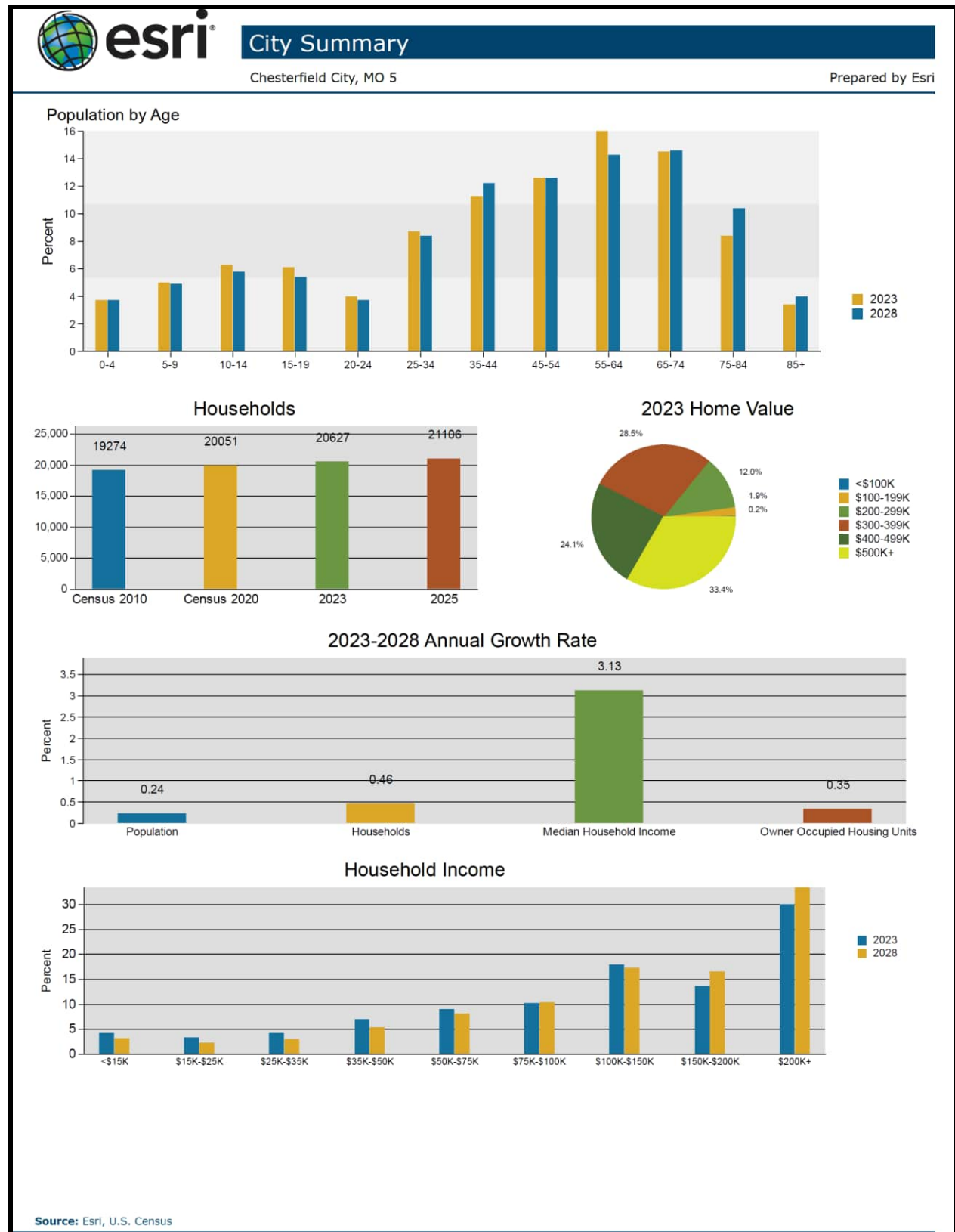
Per Capita Income	
2023 Per Capita Income	\$77,680
2028 Per Capita Income	\$88,248
2023-2028 Annual Rate	2.58%

Households by Income	
Current median household income is \$128,177 in the area, compared to \$72,603 for all U.S. households. Median household income is projected to be \$149,518 in five years, compared to \$82,410 for all U.S. households	
Current average household income is \$192,016 in this area, compared to \$107,008 for all U.S. households. Average household income is projected to be \$215,764 in five years, compared to \$122,048 for all U.S. households	
Current per capita income is \$77,680 in the area, compared to the U.S. per capita income of \$41,310. The per capita income is projected to be \$88,248 in five years, compared to \$47,525 for all U.S. households	

Housing	
2010 Total Housing Units	20,457
2020 Total Housing Units	21,306
2023 Total Housing Units	22,012
2028 Total Housing Units	22,269

Currently, 72.4% of the 22,012 housing units in the area are owner occupied; 21.3%, renter occupied; and 6.3% are vacant. Currently, in the U.S., 58.5% of the housing units in the area are owner occupied; 31.7% are renter occupied; and 9.8% are vacant. In 2020, there were 21,306 housing units in the area and 5.9% vacant housing units. The annual rate of change in housing units since 2020 is 1.01%. Median home value in the area is \$430,880, compared to a median home value of \$308,943 for the U.S. In five years, median value is projected to change by 1.12% annually to \$455,465.

Source: Esri, U.S. Census

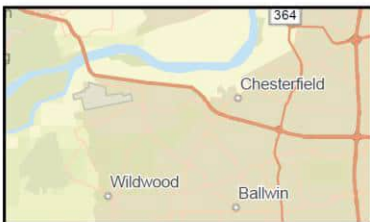
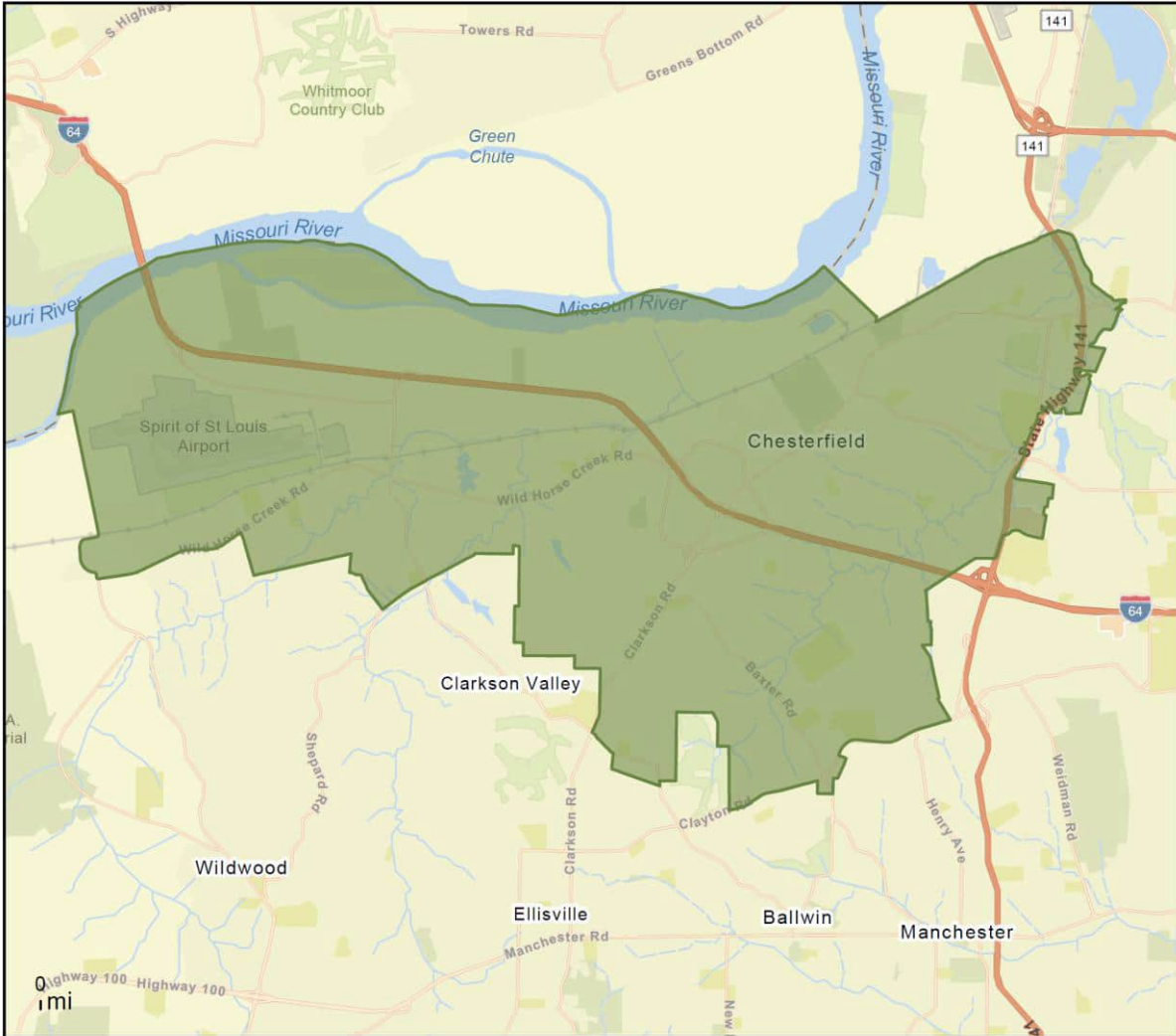




Site Map

Chesterfield City, MO 5
Chesterfield City, MO (2913600)
Geography: Place

Prepared by Esri



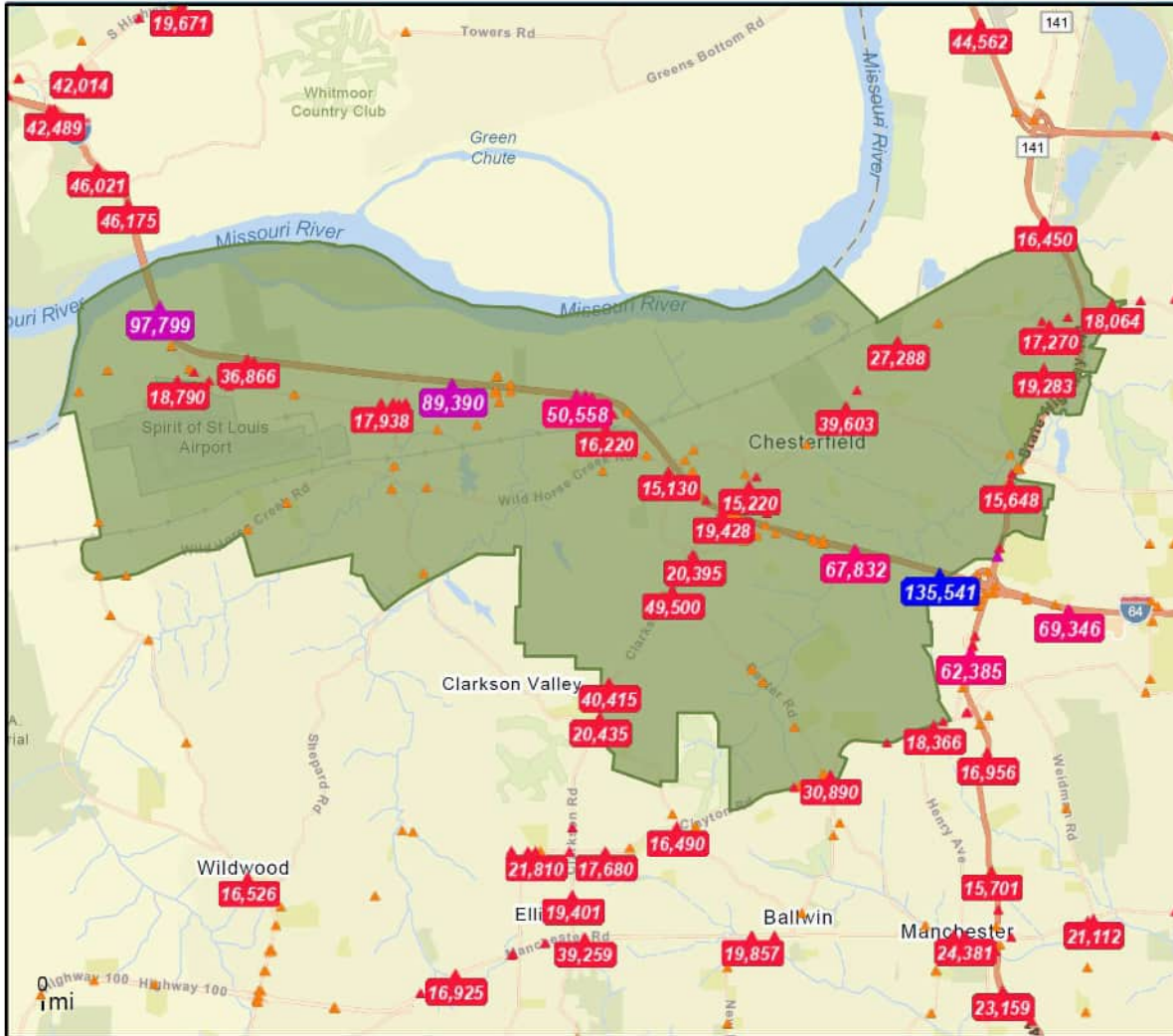
March 13, 2024



Traffic Count Map

Chesterfield City, MO 5
 Chesterfield City, MO (2913600)
 Geography: Place

Prepared by Esri



Average Daily Traffic Volume

- ▲ Up to 6,000 vehicles per day
- ▲ 6,001 - 15,000
- ▲ 15,001 - 30,000
- ▲ 30,001 - 50,000
- ▲ 50,001 - 100,000
- ▲ More than 100,000 per day



Source: ©2023 Kalibrate Technologies (Q4 2023).

March 13, 2024

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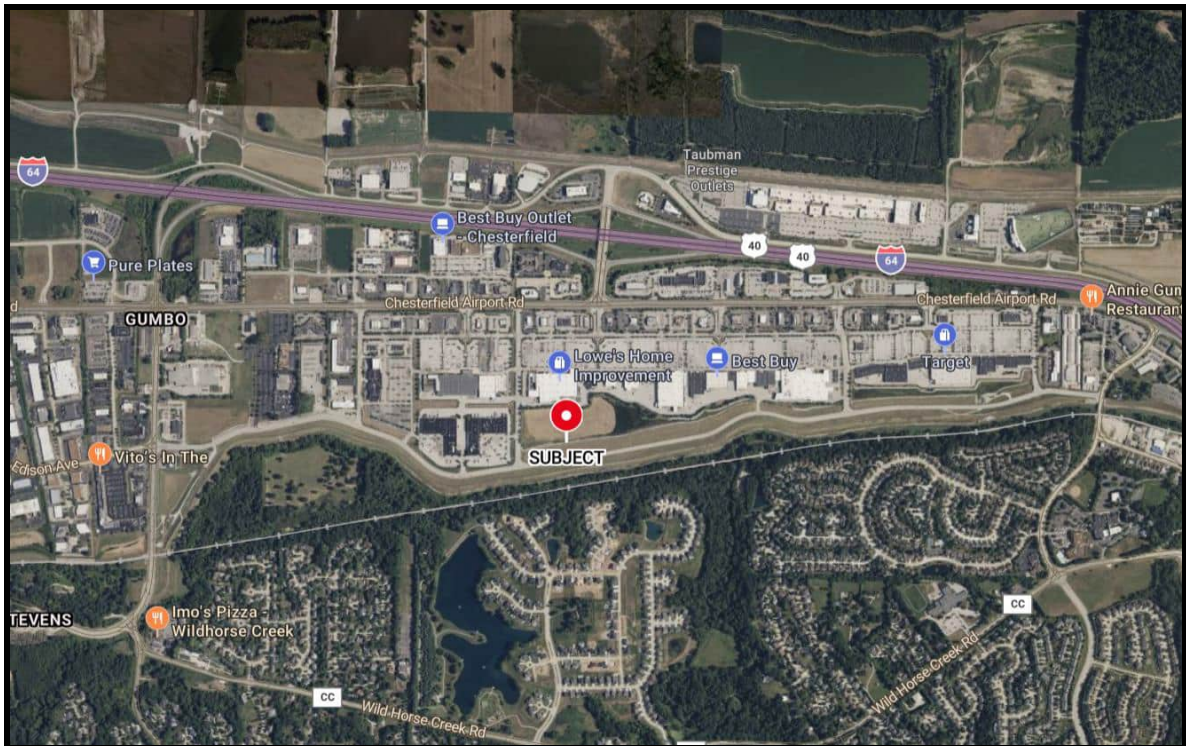
Page 1 of 1

Neighborhood Analysis

The neighborhood analysis provides a bridge between the analysis of general influences on all property values and the study of a specific property. The goal of the neighborhood analysis is to determine how the operation of social, economic, government, and environmental forces influences property values in the specific area in which the subject property is located. According to The Appraisal Institute, The Dictionary of Real Estate Appraisal, 7th edition, 2022, a neighborhood may be defined as:

A group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises.

- ◆ **Boundaries and Access** - The subject property is located in the western portion of St. Louis County and the City of Chesterfield, just south and east of the Missouri River in an area known as Chesterfield Valley. The boundaries of the subject neighborhood are considered to be the Missouri River to the west and north, Clarkson Road and Olive Boulevard to the east, and Wild Horse Creek Road to the south. The Chesterfield Valley's close proximity to Interstate 64 provides it with convenient access to all parts of St. Louis County and St. Charles County. The subject lies west of Long Road and south of Chesterfield Airport Road, along Edison Road. Access to the neighborhood is considered excellent.



- ◆ **Homogeneous Uses** – Land uses within the neighborhood are a mixture of commercial, industrial, institutional (e.g. Spirit Airport), and retail. The majority of developments west of Long Road in Chesterfield Valley are office and industrial. More retail is available and located east of Long Road, including the Chesterfield Commons shopping center. Uses on the south side of Highway 40 along Chesterfield Airport Road east of Long Road and west of Baxter Road are almost entirely commercial. As mentioned previously, this corridor includes the Chesterfield Commons shopping center. This center features many big box retailers with small strip centers, fast food and sit-down restaurants on out lots. Chesterfield Commons is one of the largest power centers in the U.S. and there is over \$1 billion in retail sales in the Chesterfield trade area. The area west of Long Road also features some commercial development, but there are also many light industrial uses including office/warehouse and flex buildings.

- ◆ **Neighborhood Trends** – The neighborhood is prosperous and supports a varied economic base with strong retail, office, and residential markets. The Chesterfield/I-64 office market corridor is regarded as the premier office location in St. Louis. Two competing outlet malls were opened in 2013 in Chesterfield Valley bringing a total of 800,000-square feet of store space to the market. Taubman Centers built 450,000-square feet on 49 acres on the north side of I-64 at the Boones Crossing exit. This outlet mall was recently purchased by The Staenberg Group and has been rebranded and reconfigured, due to declines in occupancy at this property. Farther west, St. Louis Premium Outlets (Simon Property Group) constructed 350,000-square feet south of I-64 and east of the Boone Bridge in a larger development known as Chesterfield Blue Valley.

One of the larger current developments in Chesterfield Valley is the Gateway Studios & Production Services studio facilities at 900 Spirit of St. Louis Boulevard, just north of Spirit Airport along Chesterfield Airport Road and Interstate 64. The facility will accommodate the development and manufacturing of stadium and arena-sized music tours, motion-picture/television productions, and corporate events. It is the largest entertainment and production services and rehearsal facility of its kind in the U.S. The facility is situated on 32-acres, will contain 330,000 square feet of building area, and will employ over 100 highly skilled music and film manufacturing and production professionals.

During the last five years, several new office, industrial, and retail facilities have been or are being constructed in the Chesterfield Valley area while continuing development moves westward along Chesterfield Airport Road. Chesterfield Valley is a destination retail and entertainment area within the St. Louis metro area, drawing patrons from St. Charles County and other outlying areas.

- ◆ **Summary** – In summary, the subject neighborhood lies within an affluent area of West St. Louis County that has seen considerable development over the last few years supported by a strong local economy. Due to its good location and since it is well-served by an excellent network of major highways and local roads, this is expected to continue.

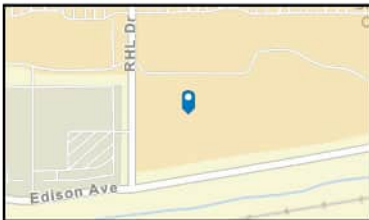
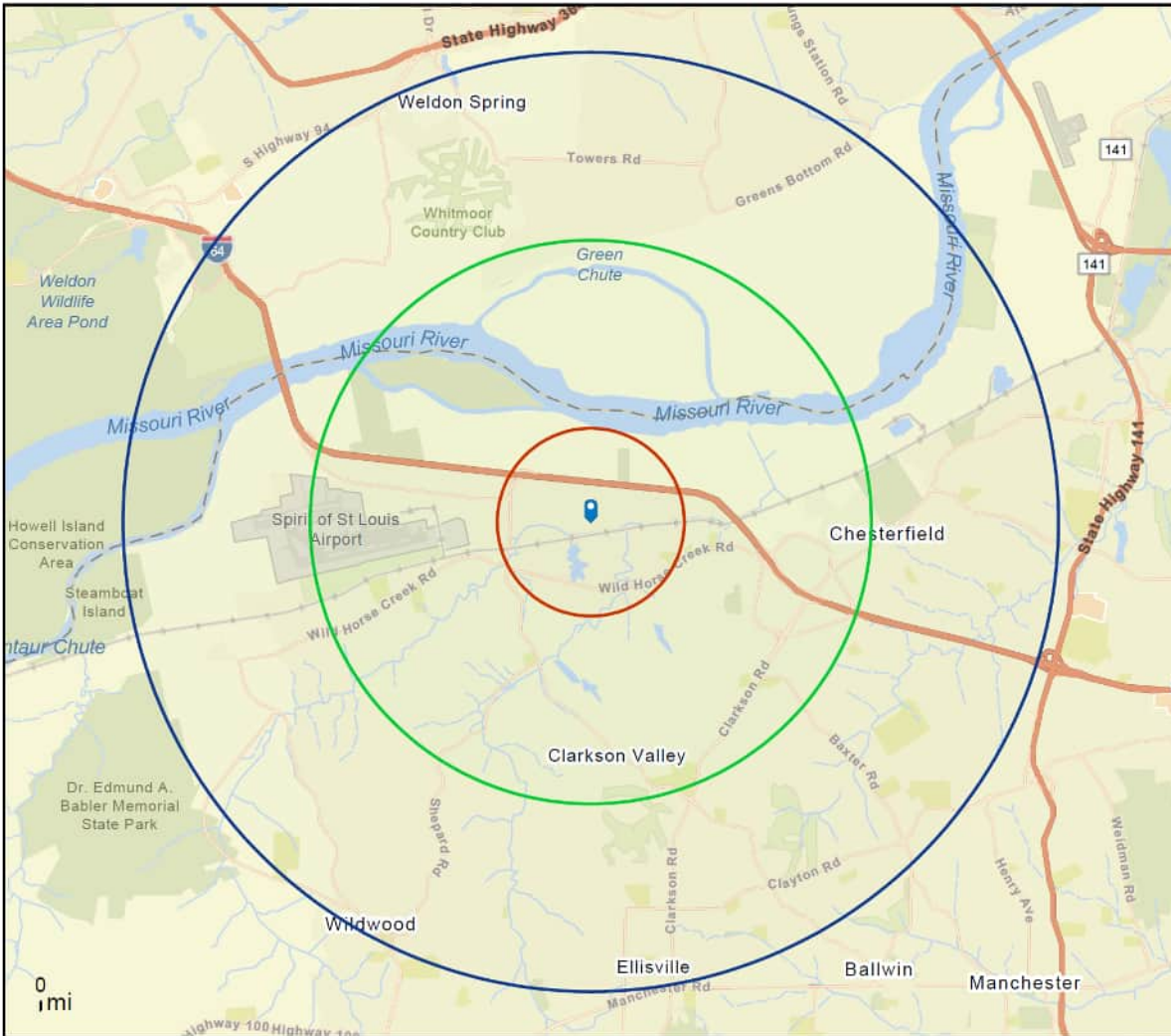
A demographic ring study is presented on the following pages (1, 3, & 5 miles around the subject).



Site Map

Chesterfield, Missouri
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 38.66456
Longitude: -90.60184



March 13, 2024



Demographic Ring Study - 1, 3 & 5 Mile Radii

Prepared by Esri

Rings: 1, 3, 5 mile radii

	1 mile	3 miles	5 miles
Population			
2010 Population	2,094	20,592	89,781
2020 Population	2,085	22,014	91,880
2023 Population	2,080	23,206	93,560
2028 Population	2,083	24,029	94,543
2010-2020 Annual Rate	-0.04%	0.67%	0.23%
2020-2023 Annual Rate	-0.07%	1.64%	0.56%
2023-2028 Annual Rate	0.03%	0.70%	0.21%
2023 Male Population	49.6%	49.2%	49.0%
2023 Female Population	50.4%	50.8%	51.0%
2023 Median Age	40.3	45.3	47.1

In the identified area, the current year population is 2,080. In 2020, the Census count in the area was 2,085. The rate of change since 2020 was -0.07% annually. The five-year projection for the population in the area is 2,083 representing a change of 0.03% annually from 2023 to 2028. Currently, the population is 49.6% male and 50.4% female.

Median Age

The median age in this area is 40.3, compared to U.S. median age of 39.1.

Households

2023 Wealth Index	268	225	228
2010 Households	628	8,180	33,247
2020 Households	665	8,809	34,411
2023 Households	675	9,372	35,331
2028 Households	686	9,841	36,128
2010-2020 Annual Rate	0.57%	0.74%	0.34%
2020-2023 Annual Rate	0.46%	1.92%	0.82%
2023-2028 Annual Rate	0.32%	0.98%	0.45%
2023 Average Household Size	3.08	2.45	2.62

The household count in this area has changed from 665 in 2020 to 675 in the current year, a change of 0.46% annually. The five-year projection of households is 686, a change of 0.32% annually from the current year total. Average household size is currently 3.08, compared to in the year 2020. The number of families in the current year is 589 in the specified area.

Median Household Income

2023 Median Household Income	\$171,001	\$141,970	\$132,891
2028 Median Household Income	\$194,133	\$157,386	\$151,790
2023-2028 Annual Rate	2.57%	2.08%	2.70%

Average Household Income

2023 Average Household Income	\$229,995	\$209,348	\$193,975
2028 Average Household Income	\$256,801	\$231,296	\$216,291
2023-2028 Annual Rate	2.23%	2.01%	2.20%

Per Capita Income

2023 Per Capita Income	\$77,792	\$84,138	\$73,947
2028 Per Capita Income	\$88,165	\$94,267	\$83,522
2023-2028 Annual Rate	2.54%	2.30%	2.47%

Households by Income

Currently, 88.5% of the 714 housing units in the area are owner occupied; 6.0%, renter occupied; and 5.5% are vacant. Currently, in the U.S., 58.5% of the housing units in the area are owner occupied; 31.7% are renter occupied; and 9.8% are vacant. In 2020, there were 700 housing units in the area and 6.0% vacant housing units. The annual rate of change in housing units since 2020 is 0.61%. Median home value in the area is \$484,879, compared to a median home value of \$308,943 for the U.S. In five years, median value is projected to change by 0.52% annually to \$497,665.

Source: Esri, U.S. Census

THE PROPERTY

Ownership and Sales History

According to the records of the St. Louis County Assessor's Office, title to the subject property is currently vested in the City of Chesterfield. There have been no ownership transfers involving the subject property in the last three years. The property has not been actively marketed for sale to the general public in the last three years.

The City of Chesterfield has received a Letter-of-Intent (LOI) to purchase the site from The Staenberg Group for \$500,000, or \$29,499 per gross acre, or \$0.68 per gross square foot of land area (16.95 gross acres or 738,342 gross square feet of land area). The \$500,000 price equates to \$50,000 per usable acre or \$1.15 per usable square foot (10.00 usable acres or 435,600 usable square feet of land area). A copy of the LOI is presented in the Addenda.

The City of Chesterfield acquired ownership of the property from THF Chesterfield Development LLC via a warranty deed transfer recorded on February 10, 2006, in Deed Book 17062, Page 2555. Consideration was \$0.

Legal Description

A metes-and-bounds legal description was not available. An abbreviated property description for the subject property obtained from Assessor's records follows:

CHESTERFIELD COMMONS SUBDIVISION - LOT PT 8 (STORM DETENTION POND)

Real Estate Taxes

Real estate taxes for properties located in St. Louis County are based upon the property's assessed valuation on the first day of January for each tax year. Real estate taxes in this County represent ad valorem taxes, meaning a tax applied in proportion to value. In the State of Missouri, property taxes are paid the year they are assessed, therefore, the taxes assessed for the 2024 calendar year are due and payable on or before December 31, 2024. According to Missouri State Law, agricultural property is assessed at 12.0 percent, residential property is assessed at 19.0 percent, and commercial property is assessed at 32.0 percent of the appraised market value. Reassessment of all properties every two years is mandatory.

The Assessor's assessed values and appraised values for 2023 are shown below.

Tax Parcel Locator Number:	17U-32-0102
Assessment Classification:	Commercial - Exempt
2023 Assessed Value:	\$2,835,230
2023 Assessor's Market Value:	\$8,860,100 or \$522,713.86 per acre or \$12.00 per square foot of land area
2023 Real Estate Taxes:	Tax Exempt

Description of the Site

- ◆ **Size/Dimensions** – According to Assessor’s records, the subject site contains 16.95 gross acres, or 738,342 gross square feet. Most of the subject site currently functions as a stormwater retention basin. Per the owner, approximately 10.00 acres or 435,600 square feet of the site could be filled and utilized as future development land.
- ◆ **Configuration** – The subject parcel is irregular in shape, as shown on the aerial tax map which is presented on a following page.
- ◆ **Topography / Drainage** - The parcel is generally level and lies below the grade of Edison Avenue and RHL Drive. Most of the subject site currently functions as a stormwater retention basin. We understand that approximately 10.00 acres or 435,600 square feet of the site could be filled and utilized as future development land. Drainage appears adequate.
- ◆ **Flood Plain** - According to Flood Insurance Community Panel No. 29189C0165K dated February 4, 2015, the subject site is located in “Zone X”, an “Area with Reduced Flood Risk due to Levee”. Flood insurance is typically not required.
- ◆ **Access** – Future access to the subject could likely be made available from adjacent Edison Avenue, RHL Drive, and the rear access drive of Chesterfield Commons - similar to the property to the west which is improved with two large industrial service center buildings. An aerial photograph follows:



Average daily traffic count along RHL Drive near the subject ranges from 4,418 to 8,992. Average daily traffic count along Edison Avenue near the subject ranges from 4,561 to 6,421. A traffic count map is presented on a following page.

- ◆ **Ground Stability** - We were not furnished a soils analysis, therefore, no conclusion can be ascertained with regard to the stability of the site. However, based upon visual inspection, no problems were identified.

Legal

- ◆ **Zoning Analysis** - The use of the property is regulated and controlled by the zoning ordinances of the City of Chesterfield. It is currently zoned “C-8”; Planned Commercial District. Planned Districts are covered by a site-specific ordinance. Any new development of the subject site would require zoning approval. Given the types of commercial and industrial development surrounding the site, a complementary commercial or industrial development would likely be approved for ten developable acres of the site after extension of drainage pipes and culverts and after the addition of fill material.

- ◆ **Easements/Encumbrances/Moratoriums** - The subject parcel is encumbered with the standard easements associated with utility and street right-of-way use, which do not have any negative effect on value. After disposition, 6.95 acres of the site will be encumbered by a stormwater easement.
- ◆ **Encroachments** – We were not provided with an ALTA survey for the subject property, but there were no obvious encroachments. A survey should be obtained to confirm that the subject site is free from encroachments.
- ◆ **Utilities** – All public utilities are located nearby.

Environmental - As referenced in the Assumptions and Limiting Conditions to this report, we are not considered experts nor competent to assess environmental issues. Upon physical inspection of the subject property, no indication to the “untrained eye” of environmental hazard could be found.

Potential Development Cost

As noted previously, approximately 10.00 acres or 435,600 square feet of the site could be filled and utilized as future development land. Per the owner, this land development would cost over \$2.4 million and require:

1. At least 129,000 cubic yards of compacted fill material, and
2. Extension of three 8' x 5' box culverts and two 54" pipe culverts an additional 1,100 feet.

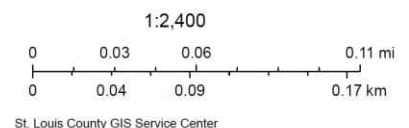
Additional descriptive property information follows.

Aerial Tax Map - With Flood & Topography Overlays



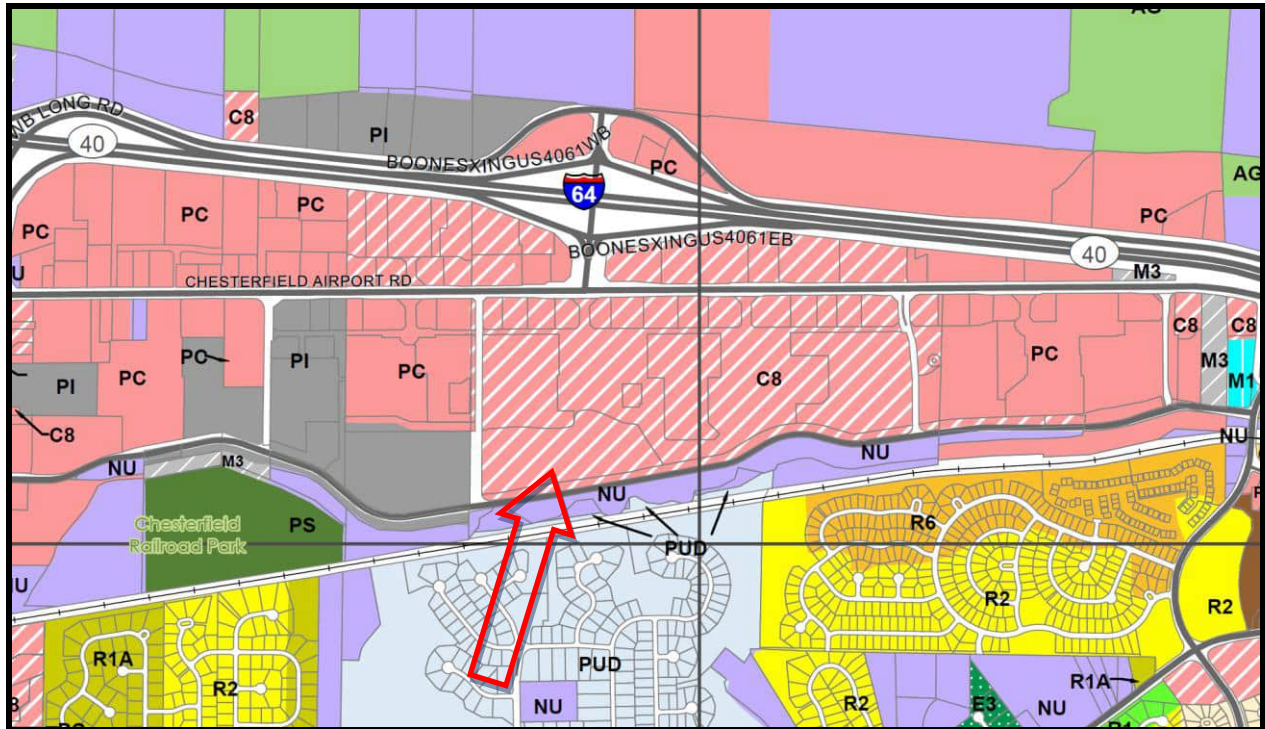
3/7/2024, 10:22:28 AM

- Image
- Red: Band_1
- Green: Band_2
- Blue: Band_3
- Contours 4ft (1997)
- Other Flood Areas (0.2% Annual Chance)
- Special Flood Hazard Areas (1% Annual Chance)



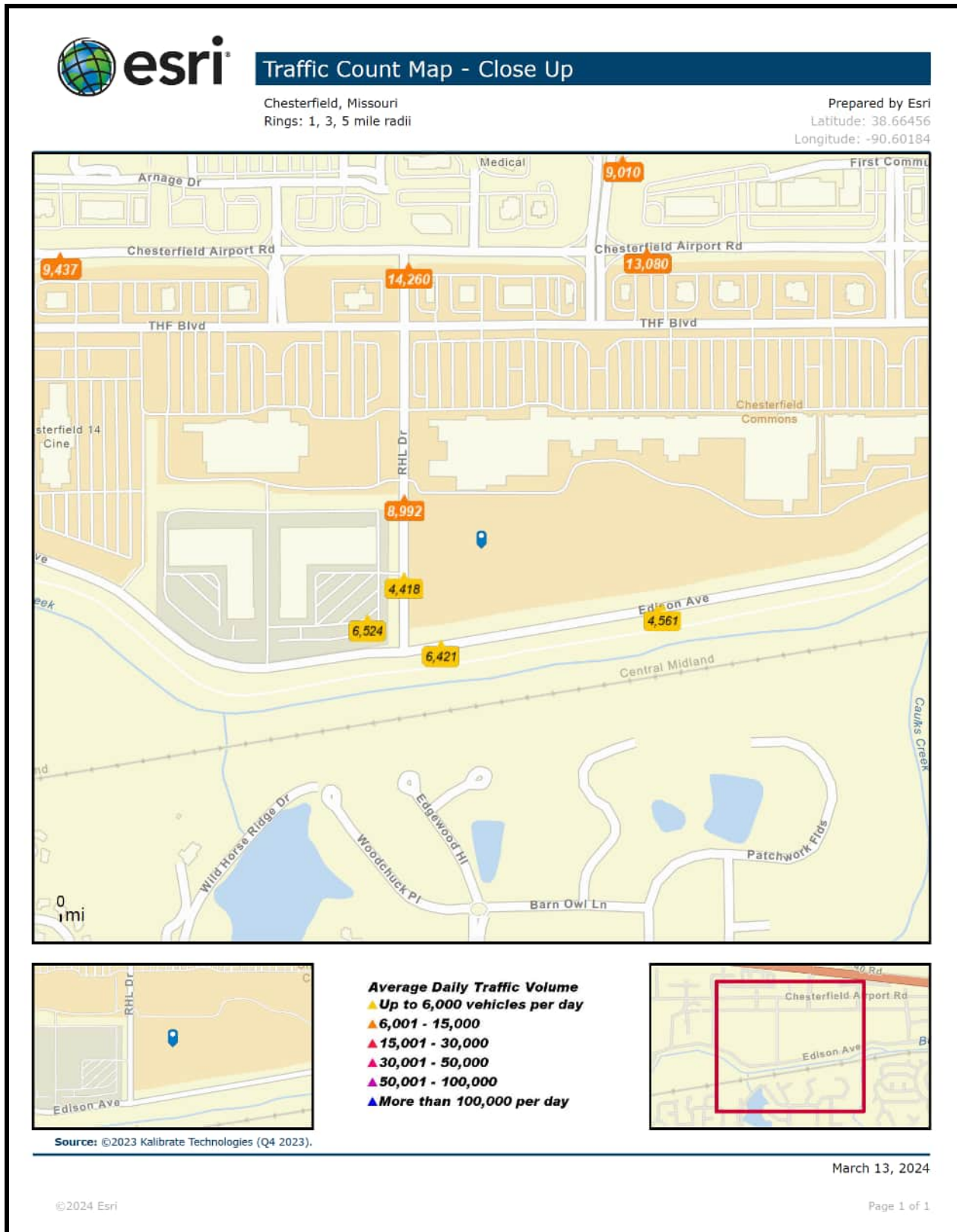
Map Provided by the St. Louis County GIS Service Center. Copyright 2019, St. Louis County. All rights reserved.

Zoning Map



Zoning Class, Description		
AG, Agriculture	E3, Estate Residence District (one-half acre)	R1, Residence District
PC, Planned Commercial District	PI, Planned Industrial District	R1A, Residence District
PC_R, Planned Commercial & Residence District	LI, Light Industrial District	R2, Residence District (15,000 sq. ft.)
C2, Shopping District	M1, Industrial District	R3, Residence District (10,000 sq. ft.)
C3, Shopping District	M2, Industrial District	R4, Residence District (7,500 sq. ft.)
C4, Highway Service Commercial District	M3, Planned Industrial District	R5, Residence District (6,000 sq. ft.)
C7, General Extensive Commercial District	MU, Medical Use District	R6, Residence District (2,000 sq. ft.)
C8, Planned Commercial District	NU, Non-Urban District	R6A, Residence District (4,000 sq. ft.)
E-1/2 AC, Estate District (one-half acre)	PS, Park and Scenic	R6AA, Residence District
E-1 AC, Estate District (one acre)	UC, Urban Core	R7, Residence District (1,750 sq. ft.)
E-2 AC, Estate District (two acre)	PUD, Planned Unit Development	R8, Residence District (500 sq. ft.)
E2, Estate Residence District (one acre)	LLR, Large Lot Residential District	

Traffic Count Map



PHOTOGRAPHS OF SUBJECT



Subject Property – Looking East at Subject along Edison Avenue from RHL Drive



Subject Property – Looking East at Subject from RHL Drive

PHOTOGRAPHS OF SUBJECT



Subject Property – Looking East at Subject from RHL Drive



Subject Property – Looking East at Subject from RHL Drive

PHOTOGRAPHS OF SUBJECT



Subject Property – Looking East at Subject from RHL Drive



Subject Property – Looking Southwest toward RHL Drive & Edison Avenue

PHOTOGRAPHS OF SUBJECT



Subject Property – Looking Southwest toward RHL Drive & Edison Avenue



Subject Property – Looking Northwest toward RHL Drive

PHOTOGRAPHS OF SUBJECT



Subject Property – Looking South Along RHL Drive



Subject Property – Looking North along RHL Drive

PHOTOGRAPHS OF SUBJECT



Subject Property – Looking East



Subject Property – Looking South from rear of Chesterfield Commons Shopping Center

PHOTOGRAPHS OF SUBJECT



Subject Property – Looking Southeast from rear of Chesterfield Commons Shopping Center



Looking South from rear of Chesterfield Commons Shopping Center

HIGHEST AND BEST USE

According to *The Dictionary of Real Estate Appraisal*, 7th ed., 2022, Highest and Best Use is the *reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.* These criteria are most often considered sequentially but due to their interaction may also be considered in concert, depending on the particular situation.

It is recognized that in cases where a site has existing improvements, the highest and best use may be determined to be different from the existing use. The existing use will continue, however, unless and until the land value in its highest and best use exceeds the total value of the property in its existing use.

The determination of the highest and best use of the land lies in market analysis and the economic concept of supply and demand. This entails ascertaining that use of the property which will produce the most value to both the owner and the community for the longest foreseeable time, and which will be consistent with the uses of the surrounding properties, the neighborhood, and the community.

An analysis of the factors affecting highest and best use as they pertain to the land as though vacant and the improved site follows.

Highest and Best Use as Vacant

The highest and best use factors considered are identified as follows:

Legally Permissible

The subject property is currently zoned "C-8"; Planned Commercial District by the City of Chesterfield. The purpose of the "C-8" district is to: *"...offer a method for commercial and limited light industrial development of land in the City of Chesterfield that allows flexibility in applying certain zoning standards. It allows innovative designs, meets market niches, and promotes well-designed developments."*

Planned Districts, including the "C-8", Planned Commercial District, are covered by a site-specific ordinance. Any new development of the subject site would require zoning approval. Given the types of commercial and industrial developments surrounding the subject site, a complementary commercial or light industrial development would likely be approved for ten developable acres of the site after extension of drainage pipes and culverts and after the addition of fill material.

Physically Possible

The size, shape, topography, accessibility, availability of utilities, soil conditions, and the risk of natural disasters, in particular flooding, affect the uses for which a site can be developed. It is our opinion that developing 10 acres of the site is physically possible.

Financially Feasible

Of the legally permissible and physically possible uses, only some may be financially feasible. We utilized the land acquisition and development cost provided by the owner to assist with determining the financial feasibility of the proposed land development and to support the "As-Is" market value estimate for the site. Land acquisition cost, development cost (including a developer profit allowance), and capitalized mowing cost are summarized in the following table:

		Usable Land Acres	Per Usable Land Acre	Usable Land Sq. Ft.	Per Usable Land Sq. Ft.
Proposed Purchase Price ("As-Is")	\$500,000	10.0	\$50,000	435,600	\$1.15
Add: Cost of Fill & Culvert Extensions	\$2,400,000	10.0	\$240,000	435,600	\$5.51
Subtotal Site Development Costs	\$2,900,000	10.0	\$290,000	435,600	\$6.66
Add: Developer Profit @ 10% of Development Costs	\$240,000	10.0	\$24,000	435,600	\$0.55
Total Land Acquisition & Development Costs	\$3,140,000	10.0	\$314,000	435,600	\$7.21
Add: Capitalized Retention Basin Mowing Costs	\$120,000	10.0	\$12,000	435,600	\$0.28
Total Acquisition & Development Costs "As-Complete"	\$3,260,000	10.0	\$326,000	435,600	\$7.48

As shown above, the City of Chesterfield estimates the cost of fill and culvert extensions at \$2.4 million. A typical developer would undertake this project if an adequate level of profit could be realized. A ten (10) percent allowance for developer profit is considered reasonable and was added to the land acquisition and development cost.

Further, the developer would be responsible for mowing the 6.95-acre portion of the subject site that would remain a retention basin. Annual mowing costs were estimated from information obtained from angi.com, then capitalized to reflect the present value of future mowing costs, as follows:

	<u>Minimum</u>	<u>Average</u>	<u>Maximum</u>
Cost to Mow a 5-Acre Site (angi.com)	\$450	\$550	\$650
Divided by # of Acres	5.00	5.00	5.00
Mowing Cost per Acre	\$90	\$110	\$130
Multiplied by # of Subject Acres	6.95	6.95	6.95
Cost Per Mow	\$626	\$765	\$904
Multiplied by # of Mowings per Year (1)	13	13	13
Annual Mowing Cost	\$8,132	\$9,939	\$11,746
Rounded	\$8,000	\$10,000	\$12,000
Capitalized at:	10%	10%	10%
Capitalized Mowing Cost	\$80,000	\$100,000	\$120,000

(1) Assumes mowing every two weeks during a 26-week growing season.

We have utilized mowing costs at the higher end of the range above due to the inherently greater difficulty in mowing a retention basin compared to a typical lawn. As shown in the table near the top of this page, the total indicated land acquisition cost, development cost (including a developer profit allowance), and capitalized mowing cost is \$3,260,000, or \$7.48 per square foot of land area. This total cost, including a profit allowance, is supported by the "As-Complete" value indication by the Sales Comparison Approach of \$3,260,000. Accordingly, the development of 10 acres of the subject site provides an adequate profit to the developer and is considered financially feasible.

Maximally Productive

This analysis determines which of the financially feasible land uses produces the highest residual land value. This then determines which of the various financially feasible uses is maximally productive.

It is our opinion that the maximally productive use and the highest and best use of this site, as-vacant, is to develop 10 acres for future commercial or light industrial use.

METHOD OF APPRAISAL

The traditional methods by which market data may be processed into a value indication include the Cost Approach, the Income Approach, and the Sales Comparison Approach.

The **Cost Approach** is based on the presumption that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility as the subject property. The Cost Approach is particularly applicable when the property being appraised involves relatively new improvements which represent the highest and best use of the land, or when relatively unique or specialized improvements are located on the site and for which there are no comparable properties in the marketplace. This approach is used to value improved property.

The **Income Approach** is a procedure in appraisal analysis which converts the anticipated benefits (dollar income or amenities) to be derived from the ownership of the property into a value estimate. The Income Approach is widely applied in appraising income producing properties. Anticipated future income and/or reversions are discounted to a present value figure through the capitalization process. This approach is largely used to value improved property, or income producing land.

The **Sales Comparison Approach** is based upon the presumption that an informed purchaser would pay no more for a property than the cost of acquiring an existing property with the same utility. This approach is applicable when an active market provides sufficient quantities of reliable data which can be verified from authoritative sources. The Sales Comparison Approach is relatively unreliable in an inactive market or in estimating the value of properties for which no real comparable sales data is available.

In concluding a value for the property in question, the applicable approaches are analyzed and then correlated with the most meaningful data given greatest weight in the valuation process. In this case, since the property being appraised consists of a to-be-developed commercial site, the applicable approach to estimating market value is the Sales Comparison Approach.

The Cost Approach was not utilized due to the inherent difficulty in reliably estimating development costs for a specific site. The absence of a value indication from the Cost Approach does not diminish the reliability of our analysis or value conclusion. However, in the Highest & Best Use Analysis above, we did utilize the acquisition and development cost estimates provided by the owner to assist with determining the financial feasibility of the proposed development and to support the "As-Is" market value estimate for the site by the Sales Comparison Approach.

SALES COMPARISON APPROACH

An effort was made to obtain sales and current listings of properties with characteristics similar to the subject property on an "As-Is" basis. Our work included a search of the public and private records. Unfortunately, recent sales of large retention pond sites with development potential similar to the subject were unavailable. However, sales of developed sites in the area were available. Accordingly, to estimate the "As-Is" value of the land, we first estimated the "As-Complete" (post-development) value of the land and deducted certain required development costs (including a developer profit allowance) and capitalized mowing costs to provide an indication of "As-Is" value.

We have utilized the sale price per square foot of usable land area as the operable unit of comparison in this analysis. In the accompanying valuation section, sales have been adjusted for market conditions, i.e. time. Other adjustments made in comparing the properties are, by necessity, subjective in nature, but we have attempted to be consistent in their application.

Details of recent sales which were considered in our analysis are summarized on the following pages. Following the individual sale summaries is a location map and an adjustment grid that summarizes the pertinent details of each sale transaction and the adjustments applied to each sale in recognizing differences between that property and the subject.

Land Sale No. 1



Property Identification

Record ID	2528
Property Type	Industrial Land
Property Name	Lot 26, Spirit Trade Center
Address	503 Trade Center Drive, Chesterfield, St. Louis County, Missouri 63005
Tax ID	18V-64-0060
MSA	St. Louis
Market Type	Chesterfield Valley

Sale Data

Grantor	MDC Spirit 2 LLC
Grantee	Steris Instrument Mgmt. Svcs. Inc.
Sale Date	July 28, 2023
Deed Book/Page	72800085
Property Rights	Fee simple
Marketing Time	4 years
Financing	Cash Equivalent
Verification	CoStar / DCM Group; St. Louis County Records / Realist, Confirmed by Michael Curran

Sale Price	\$1,097,712
Cash Equivalent	\$1,097,712

Land Sale No. 1 (Cont.)

Land Data

Zoning	"M-3", Industrial District
Topography	Level
Utilities	All available
Shape	Rectangular
Flood Info	Levee protected

Land Size Information

Gross Land Size	4.200 Acres or 182,952 SF
------------------------	---------------------------

Indicators

Sale Price/Gross Acre	\$261,360
Sale Price/Gross SF	\$6.00

Remarks

This site was purchased by the adjacent property owner. It had been most recently listed for sale through DCM Group since September 2019 at an asking price of \$1,454,000, or \$7.95 per square foot of building area. Per the broker, the site would allow up to a 62,000 square foot office building or a 47,000 square foot office / warehouse. Outside storage is permitted. This site backs to the Spirit of St. Louis Airport runway.

Land Sale No. 2



Property Identification

Record ID	2529
Property Type	Industrial Land
Address	17970 Edison Avenue, Chesterfield, St. Louis County, Missouri 63005
Tax ID	17V-31-0081
MSA	St. Louis
Market Type	Chesterfield Valley

Sale Data

Grantor	Edison South Investors LLC
Grantee	Edison Partners LLC
Sale Date	August 30, 2022
Deed Book/Page	83000018
Property Rights	Fee-Simple
Marketing Time	Over 10 yrs.
Financing	Cash Equivalent
Verification	Hilliker Corporation / CoStar; St. Louis County Records / Realist, Confirmed by Michael Curran

Sale Price	\$1,600,000
Cash Equivalent	\$1,600,000

Land Sale No. 2 (Cont.)

Land Data

Zoning	"PI", Planned Industrial District
Topography	Level
Utilities	All available
Shape	Rectangular
Flood Info	Levee protected

Land Size Information

Gross Land Size	7.120 Acres or 310,147 SF
------------------------	---------------------------

Indicators

Sale Price/Gross Acre	\$224,719
Sale Price/Gross SF	\$5.16

Remarks

This site was purchased for construction of a planned 80,000 square foot office /warehouse. The property had been listed for sale for over 10 years. In May 2016, the asking price was \$6.95 per square foot. In January 2022, the price was reduced to \$6.00 per square foot. This site backs to the Spirit of St. Louis Airport runway.

Land Sale No. 3



Property Identification

Record ID	2530
Property Type	Industrial Land
Property Name	Planned Porsche Dealership
Address	17455 North Outer Forty Road, Chesterfield, St. Louis County, Missouri 63005
Tax ID	17U-52-0269
MSA	St. Louis
Market Type	Chesterfield Valley

Sale Data

Grantor	MCB Design LLC
Grantee	Indigo Properties STL LLC
Sale Date	August 18, 2022
Deed Book/Page	81800329
Property Rights	Fee-Simple
Financing	Cash Equivalent
Verification	St. Louis County Records; Realist, Confirmed by Michael Curran
Sale Price	\$2,000,000
Cash Equivalent	\$2,000,000

Land Sale No. 3 (Cont.)

Land Data

Zoning	"PI", Planned Industrial
Topography	Level
Utilities	All available
Shape	Rectangular
Flood Info	Levee protected

Land Size Information

Gross Land Size	5.249 Acres or 228,646 SF
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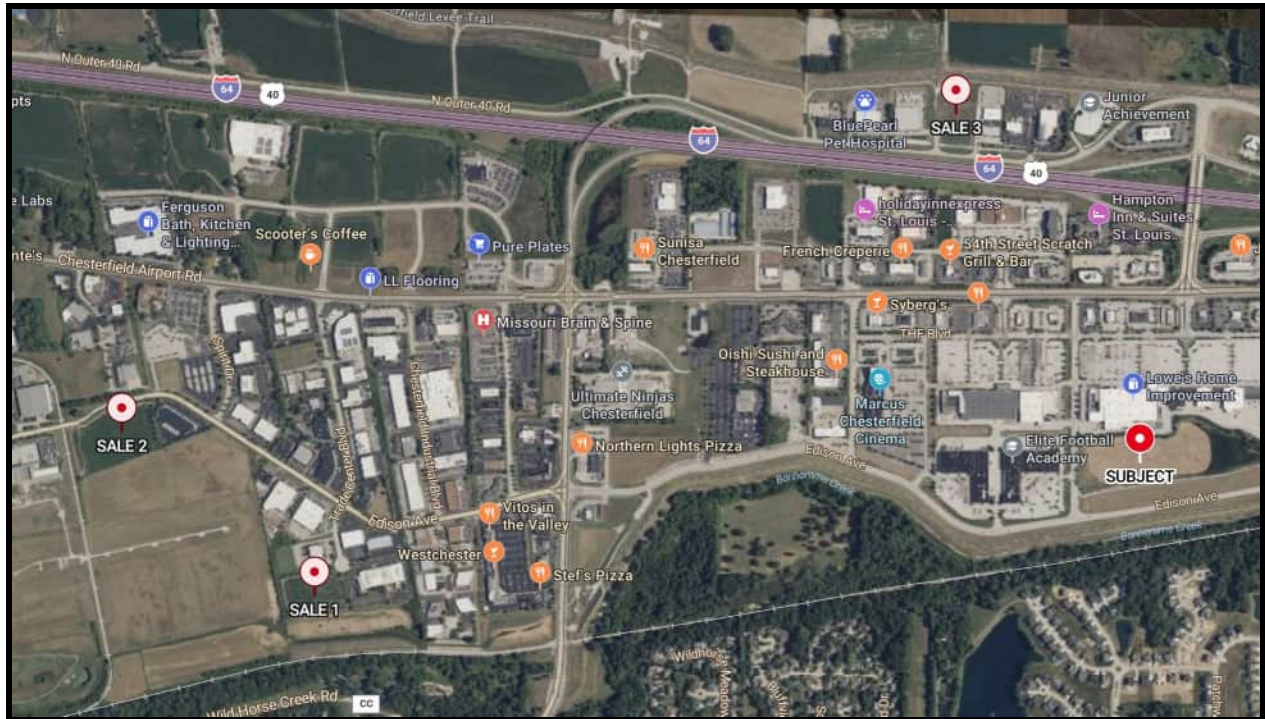
Indicators

Sale Price/Gross Acre	\$381,025
Sale Price/Gross SF	\$8.75

Remarks

The site was purchased for construction of a Porsche automobile dealership.

Map of Comparable Sales



The elements of comparison for which adjustments may be required include:

- ◆ **Property Rights** - Any dissimilarity in property rights conveyed in the sale of the comparable and those being valued in respect to the subject need to be considered.
- ◆ **Financing Terms** - Any significant unusual financing conditions affecting the sale, such as advantageous seller financing, are adjusted in the cash equivalence calculation.
- ◆ **Conditions of Sale** – Any known unusual or atypical buyer and/or seller motivations, such as one of the parties acting under duress, or where the sale is known not to be an arm's length transaction, are adjusted for in the analysis.
- ◆ **Immediate Expenditures Made by Buyer** - A knowledgeable buyer will consider expenditures that will have to be made upon purchase of a property because these costs will affect the price the buyer agrees to pay. These could include the cost of demolishing the existing improvements.
- ◆ **Time/Market Conditions** - Market conditions change over time. Therefore, past sales must be examined in the light of the direction of change, if any, between the date of the sale of the comparable and the date of valuation of the subject property.

Physical Characteristics

- ◆ **Location** - The location of a site in terms of its neighborhood and the economic influences of that neighborhood are critical factors in the value of real property.
- ◆ **Access** - Access is critical. Buyers will pay a premium for a site that offers a quicker access to major traffic ways.
- ◆ **Size/Configuration** - All else being equal, a smaller site will tend to be priced at and sell for a higher unit price than a larger site, and adjustments for significant variations in size are warranted. In addition, generally the more symmetrical a site is the more useful it is to a developer or user; hence the value is usually higher.

- ◆ **Topography** - Sites may differ in value due to topographical characteristics. Sites with steeply sloping terrain may make the construction of improvements more difficult and therefore more expensive.
- ◆ **Zoning** - Land use and development may be regulated by city or county government and these regulations may preclude or restrict (in terms of height, density and size) certain types of development. Sites with fewer restrictions allowing more varied or intensive development may command a higher price, all other things being equal.
- ◆ **Utilities** - The need to provide all or some utilities to a site is a cost to a developer and would tend to result in a lower price paid compared to a similar site with all utilities provided.
- ◆ **Site Improvements** - Land already improved with utilities, curb cuts, gutters, paving and other improvements making the site ready for immediate development may command a higher price than a similar site without such improvements. Sites may also be improved with structures that are considered an encumbrance to the proposed development and this would tend to adversely affect price.
- ◆ **Flood Plain Status** - Sites may differ in value due to location within a flood plain. Sites within a flood plain require compacted fill prior to construction, making construction more difficult and therefore more expensive.

The characteristics for which adjustments are required as discussed above are analyzed in relation to each comparable as follows:

Property Rights - The sales were of the fee simple interest, the same interest that is being valued at the subject.

Financing Terms – As far as we are aware the comparables were not subject to any unusual financing terms.

Conditions of Sale – As far as we are aware the comparables were not subject to any unusual conditions of sale.

Immediate Expenditures Made by Buyer – As far as we are aware, none of the comparables were subject to any significant expenditures made by the buyer(s) immediately after the purchase.

Time/Market Conditions – The sales occurred between August 2022 and July 2023. We have applied adjustments to represent market trends from the date of sale to the present. In our opinion, property values in the subject neighborhood have increased from August 2022 to the valuation date by approximately 3.0 percent annually.

The adjustments for physical characteristics are as follows:

Sale No. 1 is a 4.2-acre parcel of industrial land located west of the subject in Chesterfield Valley. This comparable is considered substantially similar to the subject in terms of general location, access, and visibility, and no adjustments were required. However, the specific location of this comparable in an industrial park setting abutting the airport runway is considered inferior to the subject's location in a more extensively commercially developed area, requiring an upward adjustment. This comparable is smaller than the subject and smaller parcels typically sell for higher prices per-square-foot than larger parcels, due to economies of scale. A downward adjustment was applied for the smaller size of the comparable compared to the subject. This comparable is similar to the subject in terms of configuration, topography, zoning, utilities, site improvements, and flood status, and did not require adjustments. No other adjustments were required.

Sale No. 2 is a 7.12-acre parcel of industrial land also located west of the subject in Chesterfield Valley. This comparable is considered substantially similar to the subject in terms of general location, access, and visibility, and no adjustments were required. However, the specific location of this comparable in an industrial park setting abutting the airport runway is considered inferior to the subject's location in a more extensively commercially developed area, requiring an upward adjustment. This comparable is smaller than the subject and smaller parcels typically sell for higher prices per-square-foot than larger parcels, due to economies of scale. A downward adjustment was applied for the smaller size of the comparable compared to the subject. This comparable is similar to the subject in terms of configuration, topography, zoning, utilities, site improvements, and flood status, and did not require adjustments. No other adjustments were required.

Sale No. 3 is a 5.249-acre parcel of industrial / commercial land located northwest of the subject fronting Interstate 64 in Chesterfield Valley. This comparable is considered substantially similar to the subject in terms of general location, specific location, and access, and no adjustments were required. However, this comparable fronts Interstate 64 and has visibility which is superior to the subject, requiring a downward adjustment. This comparable is smaller than the subject and smaller parcels typically sell for higher prices per-square-foot than larger parcels, due to economies of scale. A downward adjustment was applied for the smaller size of the comparable compared to the subject. This comparable is similar to the subject in terms of configuration, topography, zoning, utilities, site improvements, and flood status, and did not require adjustments. No other adjustments were required.

An adjustment grid has been prepared, and is presented below. The differences discussed above are converted into percentage adjustment, and applied to the unit sale prices of the comparable properties. In cases where subjective judgment is employed in the section of an adjustment, care has been taken to apply such adjustments in a uniform way.

Typically, adjustments are made in a particular order; i.e., adjustments for property rights, financing, and sale and market conditions are made and applied first. Additional adjustments are made to this subtotal, first for location and then for physical characteristics.

Land Sale Adjustment Grid

	Subject	Sale 1	Sale 2	Sale 3	Average
Address	17159 Edison Avenue, Chesterfield, MO	503 Trade Center Drive, Chesterfield, MO	17970 Edison Avenue, Chesterfield, MO	17455 North Outer Forty Road, Chesterfield, MO	
Sale Date	3/7/2024	7/28/2023	8/30/2022	8/18/2022	
Sale Price	N/A	\$ 1,097,712	\$ 1,600,000	\$ 2,000,000	
Land Area/USF	435,600	182,952	310,147	228,646	240,582
Land Area/Usable Acres	10.000	4.200	7.120	5.249	
Zoning	"C-8"	"M-3"	"P1"	"P1"	
Topography	Level	Level	Level	Level	
Utilities	All Available	All Available	All Available	All Available	
Flood Plain	Levee Protected	Levee Protected	Levee Protected	Levee Protected	
Price/Usable Acre	N/A	\$ 261,360	\$ 224,719	\$ 381,026	\$ 289,035
Price/Usable Sq. Ft.	N/A	\$ 6.00	\$ 5.16	\$ 8.75	\$ 6.64
Adjustments					
Property Rights		0.00%	0.00%	0.00%	
Financing Terms		0.00%	0.00%	0.00%	
Time - Ann Adj. to 12/31/2021 @	3%	0.00%	0.00%	0.00%	
Time - Ann Adj. to 12/31/2022 @	3%	0.00%	1.00%	1.00%	
Time - Ann Adj. to 12/31/2023 @	3%	1.00%	3.00%	3.00%	
Time - Ann Adj. to 3/7/2024 @	3%	1.00%	1.00%	1.00%	
Conditions of Sale		0.00%	0.00%	0.00%	
Total		2.00%	5.00%	5.00%	
Adjusted Price		\$ 6.12	\$ 5.42	\$ 9.18	\$ 6.91
General Location		0.00%	0.00%	0.00%	
Specific Location		30.00%	30.00%	0.00%	
Access / Visibility		0.00%	0.00%	-10.00%	
Size/Configuration		-5.00%	-2.50%	-5.00%	
Topography		0.00%	0.00%	0.00%	
Zoning		0.00%	0.00%	0.00%	
Utilities		0.00%	0.00%	0.00%	
Improvements		0.00%	0.00%	0.00%	
Flood Plain		0.00%	0.00%	0.00%	
Total		25.00%	27.50%	-15.00%	
Adjusted Price		\$ 7.65	\$ 6.91	\$ 7.81	\$ 7.45

Minimum	\$ 6.91
Maximum	\$ 7.81
Average	\$ 7.45
Median	\$ 7.65

Concluded Market Value "As-Complete" per Usable Land Square Foot:	\$7.48
Multiplied by Usable Land Square Feet:	435,600
= Indicated Market Value "As-Complete":	\$3,258,288
Market Value "As-Complete" - Rounded:	\$3,260,000
Less: Development Cost (Fill, Pipe & Culvert Extensions):	\$2,400,000
Less: Developer Profit @ 10% of Development Cost:	\$240,000
Less: Capitalized Retention Basin Mowing Costs (6.95 Acres):	\$120,000
Market Value "As-Is" - Rounded:	\$500,000

Concluded "As-Complete" & "As-Is" Values

After adjustments, the comparables indicate an "As-Complete" value range of \$6.91 to \$7.81 per usable square foot, with an average of \$7.45 per usable square foot and a median of \$7.65 per usable square foot. As noted in the discussion of financial feasibility presented within the Highest & Best Use section of this report, land acquisition cost, development cost (including a developer profit allowance), and capitalized mowing cost total \$7.48 per usable square foot, which falls near the midpoint of the range of the comparables. Placing similar weight on all sales, with support from the feasibility analysis performed within the Highest & Best Use section of this report, we have concluded the "As-Complete" value for the subject land near the midpoint of the adjusted range, at \$7.48 per usable square foot, which equates to **\$3,260,000**, rounded.

After deduction of land development cost, an allowance for developer profit, and capitalized mowing cost, we have concluded the "As-Is" value for the subject land of **\$500,000**, which is consistent with the proposed purchase price of \$500,000.

FINAL RECONCILIATION

One of the three recognized approaches to value has been applied in estimating the market value of the subject property – the Sales Comparison Approach, as follows.

	<u>"As-Is"</u>
Cost Approach	N/A
Income Approach	N/A
Sales Comparison Approach	\$500,000
Concluded	\$500,000

The Cost Approach was not utilized due to the inherent difficulty in reliably estimating development costs for a specific site. The absence of a value indication from the Cost Approach does not diminish the reliability of our analysis or value conclusion. However, in the Highest & Best Use Analysis section of the report, we did utilize the acquisition and development cost estimates provided by the owner to assist with determining the financial feasibility of the proposed development and to support the “As-Is” market value estimate for the site by the Sales Comparison Approach.

The Income Approach was not utilized in this appraisal since the subject property consists of vacant land and is not subject to a lease. The Sales Comparison Approach is considered the most appropriate approach for valuing vacant, owner-occupied land like the subject.

After inspecting the subject property and its neighborhood, and after making other necessary investigations, we have concluded that the current “As-Is” Market Value of the Fee Simple interest in subject real property, as of March 7, 2024, is:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000)

The “As-Is” value concluded above is consistent with the proposed purchase price of \$500,000.

Exposure time is the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Exposure time is always presumed to occur prior to the effective date of the appraisal. We have estimated exposure time at twelve months.

ADDENDA

Mike Geisel

From: Tim Lowe <tlowe@tsgproperties.com>
Sent: Thursday, February 15, 2024 11:00 AM
To: Mike Geisel
Cc: Justin Wyse
Subject: Chesterfield Commons Land
Attachments: Letter of Intent 02.15.24.pdf

Mike:

As discussed at our meeting earlier this week, I have attached a Letter of Intent to acquire the 16.95-acre parcel behind Chesterfield Commons. Please note the offer is a straight acquisition with a little due diligence and no zoning contingency. Please review at your convenience and let me know how you would like to proceed.

Thanks,
TIM

Tim Lowe
Senior Vice President of Leasing and Development
The Staenberg Group
2127 Innerbelt Business Center Drive, 2nd Floor
St. Louis, MO 63114
(314) 513-0018





February 15, 2023

Mr. Michael Geisel
City Administrator
City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

RE: Land Acquisition

Dear Mike:

Pursuant to our ongoing conversations, outlined below is a brief proposal whereby Staenberg Advisors LLC would be willing to move forward with the purchase of the below referenced property.

It is expressly understood and agreed by both parties that the foregoing non-binding proposal constitutes an outline of the proposed terms with respect to the purchase of the above-referenced property and does not create any contractual rights or obligations on the part of either party. In no event shall any contractual rights or obligations exist until such time as a definitive Purchase and Sale Agreement ("PSA") is fully executed and delivered to both parties.

Seller: City of Chesterfield

Buyer: Staenberg Advisors LLC, or its affiliated assignee

Property: An approximate gross area of 16.95 acres as shown on Exhibit A.

Property Addresses: 17159 Edison Avenue
Chesterfield, MO 63005

Parcel Locater Numbers: 17U320102

Purchase Price: \$500,000.00

Contingency Period: Buyer shall have sixty (60) days after execution of the PSA to review title, obtain a survey and perform a Phase I assessment. There will be no zoning contingency.

Closing Date: Closing shall occur no later than fifteen (15) days after expiration of the Contingency Period.

Delivery Conditions: Seller shall deliver the Property in its existing "as-is" condition.

Closing Costs: Buyer shall pay all Closing Costs.

PSA: Buyer's form to serve as initial draft.

After you have had an opportunity to review the above proposal, please feel free to contact Tim Lowe at (314) 513-0018 should you need to discuss this proposal in more detail.

Kindest Regards,

STAENBERG GROUP, INC.

Michael H. Staenberg
President

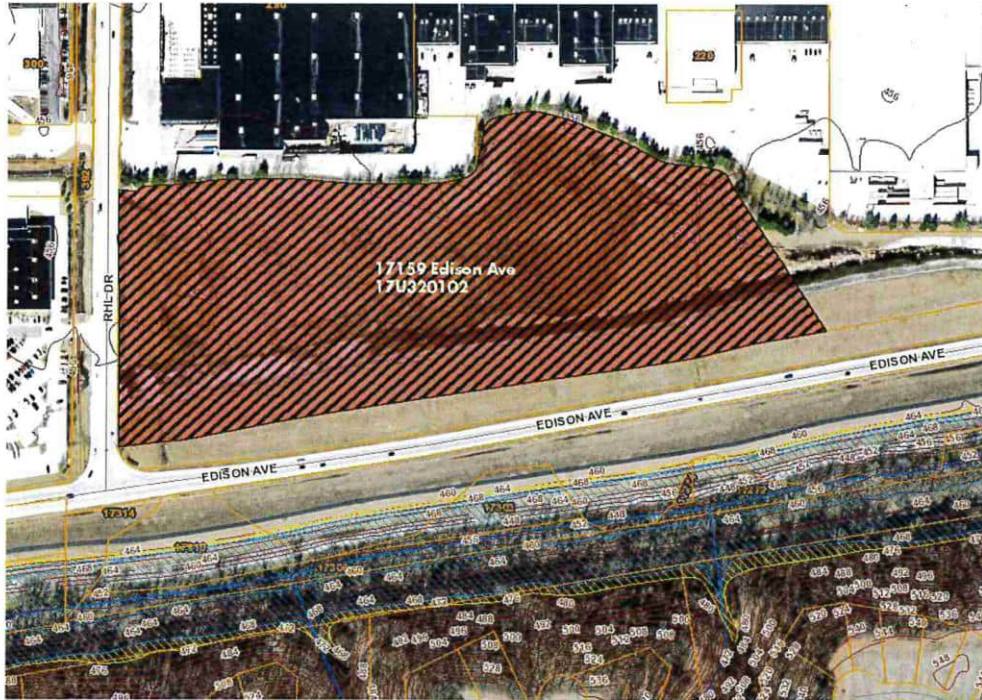
cc: Tim Lowe

APPROVED:

Date: _____

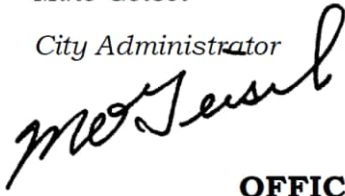
EXHIBIT A

Depiction of the Property



Mike Geisel

City Administrator



690 Chesterfield Pkwy W

Chesterfield MO 63017

Phone 636-537-4711

Fax 636-537-4798

OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor & City Council

Date: February 22, 2024

RE: Excess property sale - Confidential

I received the attached offer to purchase ~16.95 acres of land from the Staenberg Group at an offer price of \$500,000.

THE PROPERTY:

The specific property is located behind the west end of Chesterfield Commons, between the Lowes retail store and Edison Avenue. The property is currently part of the stormwater reservoir draining eastward to the pump station into Bonhomme Creek. This property was exacted from The Staenberg Group in 2006 without compensation, at a time when the stormwater master plan was being developed and refined, and the volume of stormwater storage was still uncertain. Unlike the majority of other stormwater reservoirs and channels, this property was conveyed to the City in fee, as opposed to an easement.

IMPACTS OF CONVEYANCE ON STORMWATER MATER PLAN:

When TSG initially inquired as to the availability of this property, our Public Works department investigated the actual stormwater needs for our master plan purposes and determined that the reservoir storage could be reduced by 10 acres, without increasing flood heights above a warning stage. Equally as important, the City, as owners of this property, have been challenged to maintain this reservoir. Since the basin is flat\level, it has proven to be extraordinarily difficult to mow the property without creating severe rutting, and this inability to mow

frequently and routinely results in vegetation heights three feet or more. This vegetation subsequently impairs the function of the stormwater basin, impeding flow and clogging the pump station. Our inability to effectively maintain the property is an ongoing frustration. The City is eager to divest itself of maintaining this basin.

In analyzing the potential of conveying the property, there are a few stipulations\conditions that would accompany the transfer:

- Although the basin volume could be reduced by up to ten acres, the City would convey the entire 16.95 acres and the responsibility for maintaining the entire property, including the remaining stormwater basin, would transfer with the conveyance.
- Any development of the property would necessarily require that the owner go through the planning process.
- Not more than 10 acres of the basin could be recovered. That would require the developer provide at least 129,000 cubic yards of compacted fill material and extend 3 – 8'x5' box culverts and 2 54" pipe culverts an additional 1,100 feet. The estimated cost of the fill, pipe, and culvert extensions exceed \$2.4 million.
- It should also be understood that if 10 acres of the reservoir is ultimately filled, it marginally enhances the safety and level of protection against under-seepage from Bonhomme Creek. The additional fill will increase the hydraulic gradient between creek and reservoir, making any migration of groundwater less likely.

When initially contacted by TSG about their interest to re-acquire this property, I consulted with City Attorney Graville. It is our mutual belief that since the City acquired this parcel by exaction from the developer without any compensation, if we determined that the property was no longer needed, the City should convey\return the excess property to the original owner. Basically, you cannot\should not require a landowner to donate property to the City and then sell it back to them.

Although that may be the case, the Staenberg Group has offered compensation in the amount of \$500,000 without any contingencies for zoning of the property. It is understood that development of the property involves substantial unusual development costs due to the

import of fill material and extension of the enclosed culverts. It is also understood that the Staenberg Group would also inherit the obligation

to maintain the remaining 6.95 acres of the tract (16.95-10 developable acres), that will remain as a stormwater reservoir.

Accordingly, I recommend that City Council review and consider the offer from The Staenberg Group to convey the full 16.95 acre parcel of land known as 17159 Edison Avenue and as more fully described in the attachments to this memorandum.

With regard to the value of the conveyance, I suggest that we contract for a commercial appraisal of the property before we commit to any conveyance. ***While I must emphasize that we originally exacted the property and acquired it at no cost, we should be aware of the value. It would be understandable and justifiable to simply convey the property back to TSG as the original owner at no cost. But if we are going to receive compensation, then we should have a basis to justify that level of compensation.***

If you have any questions or require additional information, please let me know.

attachments

QUALIFICATIONS

Real Estate Analysts Limited was founded in 1977 in the City of St. Louis, Missouri, with the goal of offering quality real estate appraisal and consulting services to its clients. The staff is thoroughly experienced in all phases of real estate analysis, from appraisal to feasibility studies, from site selection to investment counseling. The firm's success is a result not only of its staff and experience, but also of its thoroughness and philosophy of integrity and confidentiality. Real Estate Analysts Limited is dedicated to fulfilling the requirements of each assignment and giving the client the information needed to make sound and profitable decisions.

Real Estate Analysts Limited's professionals are thoroughly trained and experienced in all facets of real estate appraisal, investment analysis, and market research. All are state certified general real estate appraisers in Missouri, with several credentialed in Illinois as well. Our staff include a Member of the Appraisal Institute. The MAI designation is generally considered the highest measure of competency, and most difficult to attain in the industry. Several members of our staff have also been qualified as expert witnesses in the courts of various jurisdictions.

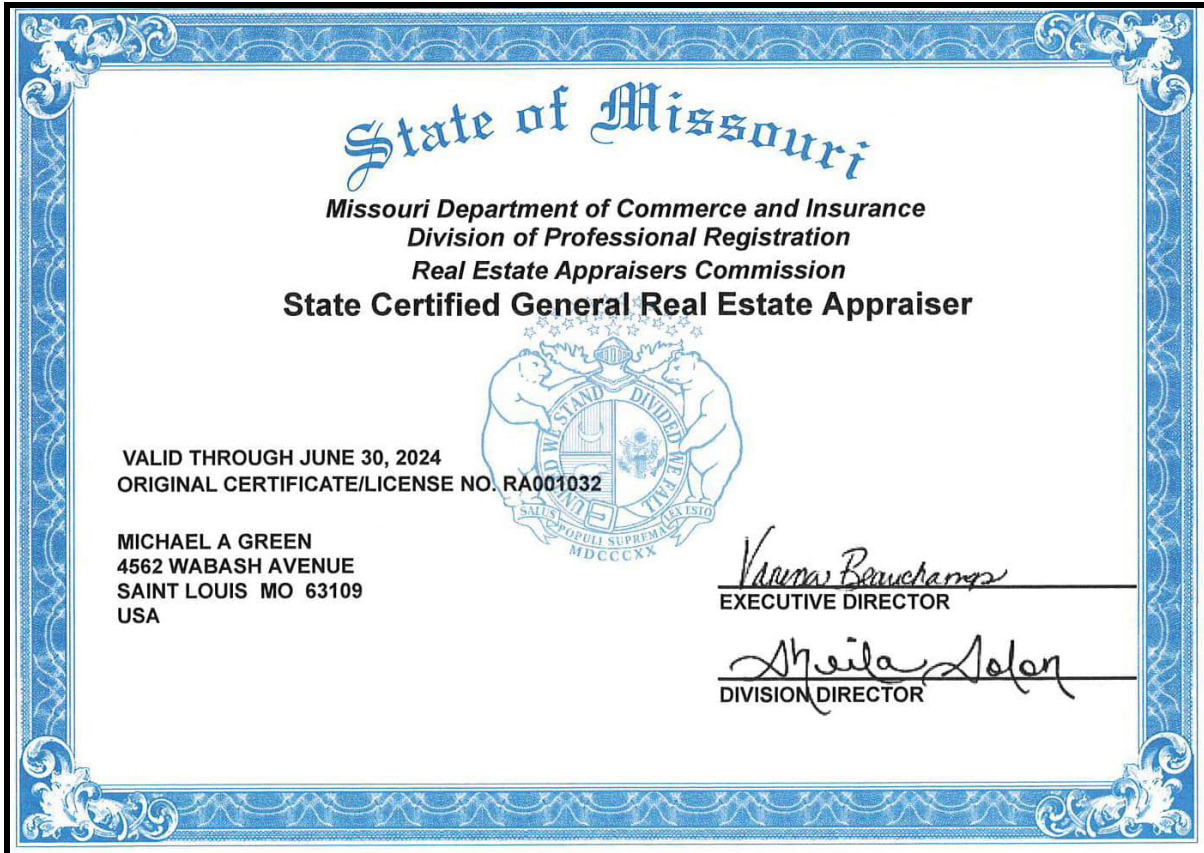
Real Estate Analysts Limited provides a wide range of services, including real estate appraisals, market and feasibility studies, highest and best use analyses, economic analyses, financial analyses, tax appeals, cost-benefit studies, investment counseling, urban redevelopment and implementation planning, and studies relative to urban problems for local, state, and federal agencies.

Real Estate Analysts Limited's clientele ranges from the smallest individual investor or owner to many of the nation's "Fortune 500" firms. Considerable appraisal work is done for real estate developers and owners of all forms of investment real estate, banks, other financial institutions and lending agencies, numerous city, state, and federal government agencies, attorneys, architects, large and small businesses and corporations, and an assortment of other clients having a need for occasional or frequent valuation of real property.

Michael A. Green, Principal, has been actively engaged in the appraisal profession since 1984, initially in London England and has prepared appraisals of all types of commercial and industrial properties and vacant land for sale/purchase, financing, ad valorem and capital gains tax, and for litigation purposes. Mr. Green is a member of the St. Louis Association of Realtors (SLAR), the Missouri Association of Realtors (MAR), and the National Association of Realtors (NAR). He is a State Certified General Real Estate Appraiser in the State of Missouri, and has a license valid through September 28, 2024, Certificate No. RA001032. He is also licensed in the State of Illinois through September 30, 2025, License No. 553.001354.

Michael C. Curran, Principal, holds the MAI designation sponsored by the Appraisal Institute. He specializes in real estate valuation and consulting and has performed these services for various purposes including estate and gift tax planning, litigation, financing, condemnation, purchase price allocation for federal tax reporting & financial reporting, and internal business planning. Prior to joining Real Estate Analysts Limited in November 2002, Mr. Curran held a managerial position in the valuation practice of Deloitte & Touche LLP in St. Louis. Prior to joining Deloitte & Touche LLP, Mr. Curran held a similar managerial position in the valuation practice of Arthur Andersen LLP in St. Louis, which he joined in October 1990 as a staff appraiser. Prior valuation experience includes two years as a commercial real estate analyst with the Johnson County Assessor's Office in Johnson County, Kansas, and two years as a staff appraiser with a division of Home Savings of America (acquired by Washington Mutual in 1998) in Kansas City. He is a State Certified General Real Estate Appraiser in the State of Missouri; certification valid through June 30, 2024; Certificate No. RA001584. He is also licensed in the State of Illinois through September 30, 2025, License No. 553.001601; and the State of Kansas through June 30, 2024, License No. G1966. Mr. Curran has a Master of Business Administration degree with concentrations in finance and accounting from Rockhurst College and a Bachelor of Business Administration degree from Pittsburg State University.

Appraiser License



Memorandum

Department of Public Works



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

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

DATE: March 28, 2024

RE: Pathway on the Parkway - Program Agreement

For years the City of Chesterfield has been pursuing a grant to construct the final phase of the Pathway on the Parkway Project – a continuous trail / sidewalk adjacent to Chesterfield Parkway. After several failed attempts at securing a grant for this project, our most recent Transportation Alternatives Program (TAP) application was successful, as detailed in the attached memorandum from Civil Engineer Steve Merk. If approved by City Council, the TAP grant will fund eighty percent (\$1,832,000) of the total project cost (\$2,290,000) – resulting in a City expenditure of only \$458,000.

The project will include 3,500 feet of six-foot sidewalk on the south side of Chesterfield Parkway East from Clarkson Road to Schoettler Road and 600 feet of five-foot sidewalk on the west side of Schoettler Road from Schoettler Spur Road to Chesterfield Pines Lane. The project will also include the conversion of the northern lane of Schoettler Spur Road from one-way vehicular traffic to two-way pedestrian / bicycle traffic. See the location map in the attached drawing from Steve Merk.

Assuming that 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 2025. All costs for this project will be included in the Public Works Department's submittal of the 2025 Capital Projects Budget. Should you have questions or require additional information, please let me know.

Action Recommended

This matter should be forwarded to the City Council for consideration. Should City Council 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.

Memorandum

Department of Public Works



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

FROM: Steve Merk, PE *Sm*
Civil Engineer

DATE: March 28, 2024

RE: Pathway on the Parkway
City Capital Project #: 2024-PW-09
Federal Project #: TAP-5410(637)
MoDOT Program Agreement Ordinance

As you are aware, the City of Chesterfield was recently awarded a Transportation Alternatives Program (TAP) grant in an amount up to \$1,832,000 in federal funding for the construction of the Pathway on the Parkway sidewalk project. Once complete, the project will fill the last remaining gap in the overall Pathway on the Parkway loop. It will also provide a continuous pedestrian route on Schoettler Road from Clayton Road to Chesterfield Parkway.

The project will include the construction of 3,500 feet of six-foot sidewalk on the south side of Chesterfield Parkway East from Clarkson Road to Schoettler Spur Road and 600 feet of five-foot sidewalk on the west side of Schoettler Road from Schoettler Spur Road to Chesterfield Pines Lane. The project will also include the conversion of the northern lane of Schoettler Spur Road from one-way vehicular traffic to two-way pedestrian/bicycle traffic. All sections of the project will be constructed to current Americans with Disabilities Act (ADA) design standards, and each of the intersections within the project limits will be improved as necessary to be in accordance with those standards.



The total estimated project cost is \$2,290,000, of which the TAP grant will fund 80% (\$1,832,000) of the total project cost, with the remaining 20% (\$458,000) funded locally. The project will include federal funding for all phases of the project with the following cost breakdown and schedule:

Phase	Grant	City Share	Total	Year
<i>Design Engineering</i>	\$ 204,000	\$ 51,000	\$ 255,000	2025
<i>Right-of-Way Acquisition</i>	\$ 12,000	\$ 3,000	\$ 15,000	2026
<i>Construction</i>	\$ 1,468,800	\$ 367,200	\$ 1,836,000	2027
<i>Construction Engineering</i>	\$ 147,200	\$ 36,800	\$ 184,000	2027
TOTALS	\$ 1,832,000	\$ 458,000	\$ 2,290,000	

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: Zach Wolff, PE – Assistant City Engineer
File 2024-PW-09

BILL NO. 3501

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 PATHWAY ON THE PARKWAY PROJECT FROM CLARKSON ROAD TO CHESTERFIELD PINES LANE.

WHEREAS, the City of Chesterfield was successful in obtaining a reimbursement grant for the construction of the Pathway on the Parkway Project from Clarkson Road to Chesterfield Pines Lane; and,

WHEREAS, in order to proceed with the project, TAP-5410(637), 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 Pathway on the Parkway Project from Clarkson Road to Chesterfield Pines Lane, 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 _____, 2024.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD:

EXHIBIT A

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(637)
Award Year: 2025
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 sidewalks and curb ramps Clarkson Road off-ramp at Chesterfield Parkway East to Schoettler Road at Chesterfield Pines Lane.

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 80 percent not to exceed \$1,832,000. 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

Pathway on the Parkway (City of Chesterfield, MO)

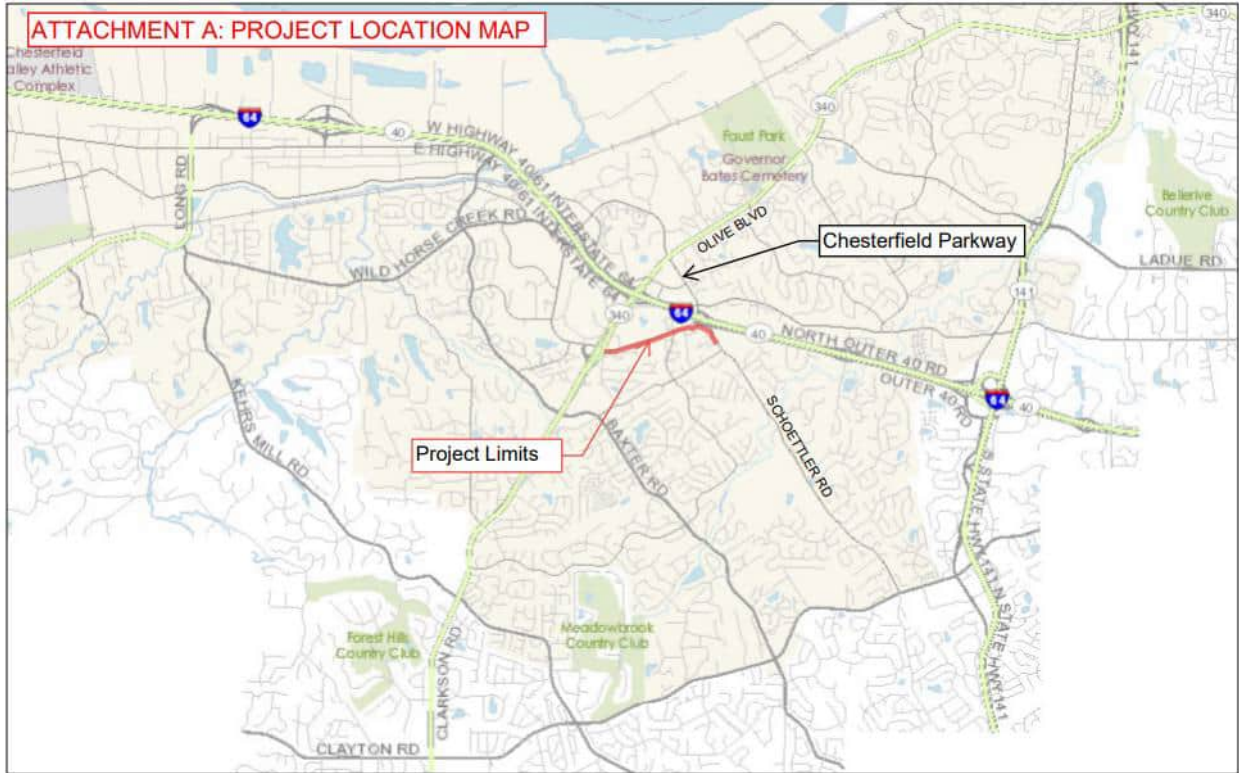


Exhibit B – Project Schedule

Project Description: TAP-5410(637) Pathway on the Chesterfield Parkway

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	02/2024	02/2024	1
Execute agreement (project sponsor and DOT)	03/2024	06/2024	4
Engineering services contract submitted and approved*	06/2024	10/2024	4
Obtain environmental clearances (106, CE2, T&E, etc.)	10/2024	01/2025	3
Public meeting/hearing	01/2025	03/2025	2
Develop and submit preliminary plans	10/2024	04/2025	6
Preliminary plans approved	04/2025	08/2025	4
Develop and submit right-of-way plans	04/2025	08/2025	4
Review and approval of right-of-way plans	08/2025	02/2026	6
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	02/2026	04/2026	2
Right-of-way acquisition	04/2026	10/2026	6
Utility coordination	08/2025	10/2026	14
Develop and submit PS&E	02/2026	08/2026	6
District approval of PS&E/advertise for bids*	08/2026	12/2026	4
Submit and receive bids for review and approval	12/2026	04/2027	4
Project implementation/construction	04/2027	10/2027	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. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.

(4) 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 will, by email to DBAconformance@dol.gov, 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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](#); and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. 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. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. 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 journeyworkers 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 must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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. a. By entering into this contract, the contractor certifies that neither it 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

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 watchpersons 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 and interest from the date of the underpayment. 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 watchpersons 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.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) 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

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

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 long-standing 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 200.327.

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 200.327.

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 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).

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.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) 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;

(2) 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

(3) 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)

b. 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.

Memorandum

Department of Public Works



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

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

DATE: March 15, 2024

RE: Vector Control Services Contract

The City of Chesterfield recently received a letter from the St. Louis County Department of Health indicating that the current contract for vector control services expired on February 20, 2024. As you may recall, the Chesterfield City Council most recently approved a five-year contract with St. Louis County for vector control services on February 20, 2019. In order for St. Louis County to continue to provide vector control services, the City of Chesterfield must adopt an ordinance authorizing approval of these services and rates. The proposed rates for larviciding, adulticiding, and rodent abatement are \$72 per hour, \$102 per hour, and \$48 per hour, respectively. Both parties have the right to terminate this contract at any time with thirty days written notice.

Public Works Staff finds the services provided and the proposed rates for vector control services acceptable, and recommends approval of the attached ordinance and contract. Should you have questions or need additional information, please let me know.

Action Recommended

This matter should be presented to City Council for its consideration of approval of the attached ordinance authorizing the City Administrator to execute a contract between the City of Chesterfield and St. Louis County for vector control services.

BILL NO. 3502

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY OF CHESTERFIELD TO ENTER INTO AND EXECUTE A CONTRACT WITH ST. LOUIS COUNTY, MISSOURI FOR VECTOR CONTROL SERVICES AND AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR OF THE CITY OF CHESTERFIELD TO ENTER INTO, ON BEHALF OF THE CITY, A CONTRACT WITH ST. LOUIS COUNTY, MISSOURI FOR VECTOR CONTROL SERVICE.

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

Section 1. The City Administrator shall execute a Contract with St. Louis County, Missouri, whereby St. Louis County, by and through its Department of Health will perform vector control services within the City of Chesterfield.

Section 2. The City shall compensate St. Louis County, Missouri for services rendered at the hourly rate set forth in the contract and as such rates are changed in accordance with the terms and conditions of the contract between the City and County.

Section 3. After execution thereof, this agreement shall be in effect for five (5) years. Either party may terminate the contract by written notice, at least thirty (30) days prior thereto.

Section 4. This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2024.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, City Clerk

[FIRST READING HELD: _____]



SAINT LOUIS COUNTY
Public Health

To whom it may concern,

I wanted to reach out to you today to inform you that, according to our records, your contract with Saint Louis County Department of Public Health regarding vector prevention and abatement services for your municipality has or will be expiring soon. Should you wish to renew your service, I have included a new contract for your review and signature. Conversely, if you do not have a contract for services and are interested in contracting with Saint Louis County Department of Public Health to provide vector prevention and abatement services for your municipality, we have provided more information regarding these services for your review and consideration. The Saint Louis County Department of Public Health Vector-Borne Disease Prevention Program provides full-scale vector prevention and abatement services for the majority of Saint Louis County which includes all contracted municipalities and all unincorporated areas. Services provided include the following: adult mosquito surveillance, laboratory testing of field-collected adult mosquitoes for the presence of arboviral disease, larvicidal treatment of mosquito breeding sites, Ultra-Low Volume (ULV) and barrier applications for the control of adult mosquitoes, and comprehensive rodent abatement in public areas.

Vector prevention and abatement services are particularly important in protecting the public from vector-borne diseases. Mosquitoes are competent vectors for many arboviruses such as West Nile, Saint Louis Encephalitis, Zika, Dengue, and Chikungunya while rodents are competent vectors for Salmonella, Leptospirosis, and Tularemia. Rodents are also capable of indirectly spreading tick-borne diseases such as Ehrlichiosis, Rocky Mountain Spotted Fever, Heartland Virus, and Bourbon Virus by carrying infected ticks. Furthermore, rodents can cause extensive damage by contaminating properties with their urine and feces, gnawing on structures and wiring, and extensive burrowing can undermine concrete slabs and foundations and increase erosion to stream banks.

Saint Louis County Department of Public Health strives to provide the best service possible to protect the health of our residents and visitors from the threat of vector-borne disease. All operations are conducted in accordance with Integrated Pest Management (IPM) principles which are overseen by Vector Control Specialists who are licensed and certified by the Missouri Department of Agriculture in Public Health Pest Control. IPM principles are prevention and abatement measures that are surveillance-driven, meaning that surveillance dictates when abatement measures are warranted and what abatement methods are selected and applied in a manner that reduces pesticide resistance and

**OPPORTUNITY
CENTRAL**

minimizes risks to human health, non-target species, beneficial organisms, and the environment.

Vector Prevention Services provided will include all of the following services:

1. Surveillance

The Saint Louis County Vector-borne Disease Prevention Program conducts surveillance for roughly 523 square miles of Saint Louis County, monitoring 234 preselected trap sites throughout the County. Mosquito traps are set five nights a week, Sunday – Thursday, and picked up the following morning. Adult mosquitoes collected from these trap sites are identified for medically significant species, sorted and laboratory tested for arboviruses. Surveillance data determines if and when adult mosquito abatement is necessary. Adult mosquito abatement will occur only when trap and test data show that high numbers of mosquitoes with the capability of spreading disease are present and/or those mosquitoes have tested positive for disease. There is no additional charge for this service.

2. Larviciding

Currently there are over 6000 known breeding sites within Saint Louis County that are regularly monitored throughout the mosquito season. Types of sites monitored include ditches, ponds, lakes, creeks, canals, swamps, marshes, sewers, storm water detention basins, and any other areas on public property where standing water is present, and the potential exists for mosquito breeding to occur. Sites in which mosquito breeding is identified or where conditions show a high potential for mosquito breeding are treated with an appropriate EPA-registered mosquito larvicide in accordance with the product label. Whenever possible, environmentally friendly mosquito abatement products and application methods are used to minimize potential impacts to beneficial organisms and the environment.

3. Adulticiding

The Saint Louis County Vector-borne Disease Prevention Program conducts nighttime Ultra-Low Volume (ULV) mosquito adulticide applications on public roads, using truck mounted ULV machines, focusing treatments in areas where surveillance data has identified an abundance of medically significant species of mosquitoes and/or areas where those mosquitoes have tested positive for arbovirus. In addition, the Vector-borne Disease Prevention Program may apply adult mosquito barrier applications in public areas, such as parks, ball fields, or outdoor event areas, where conditions and criteria warrant the application of a barrier treatment. Barrier treatments are conducted upon reasonable

advance request only and are applied at the discretion of the Saint Louis County Vector-borne Disease Prevention Program.

4. Rodent Abatement

Rodent abatement provided by the Vector-borne Disease Prevention Program is a request-driven service that provides rodent abatement for the reduction of Norway Rat populations in public areas within the contracting municipality. A Vector Control Specialist will investigate reports of rat activity on public and private property as a reactive approach to rodent control. Reported rodent activity will initiate an investigation by a Vector Control Specialist in the area of the complaint. Based on the specialist's findings, proper abatement methods are utilized in public areas according to Integrated Pest Management protocols, using only EPA registered rodenticides. Public areas where Norway Rat activity has been identified will be re-treated by prescribed methods as indicated on rodenticide labeling until rodent activity has been eradicated. If rodent activity is noted on private property, residents will receive professional recommendations on abatement and exclusion of rodents and/or the resident is advised to contact a licensed private pest control operator to treat their property. Per licensing restrictions, Saint Louis County cannot apply rodenticides on private property or provide residents with rodenticides.

Fees for the 2024 season are as follows:

Surveillance/Testing - No Charge
Larviciding - \$72.00/Hour
Adulticiding- \$102.00/Hour
Rodent Abatement - \$48.00/Hour

Should you wish to renew or begin services, please:

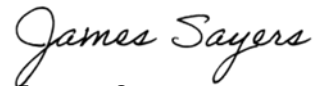
- 1) Fill out the attached contact information form
- 2) Prepare an ordinance/resolution for authority approval (template attached)
- 3) Email the above completed documents to Andrea Zeilman at AZeilman@stlouiscountymo.gov

Once proper documentation is received, the signing authority will sign the contract electronically via DocuSign (signing platform subject to change). Click the link in the email to sign the contract electronically. A fully executed copy of the contract will be sent to the contact person indicated in the information sheet.

The Vector-borne Disease Prevention Program is committed to providing the best service possible in accordance to Integrated Pest Management protocols. Your timely response is

appreciated. Should you have any questions, please feel free to contact me via email (JSayers@stlouiscountymo.gov) or phone at 314-615-0654.

Sincerely,

A handwritten signature in black ink that reads "James Sayers". The signature is written in a cursive, flowing style.

James Sayers
Environmental Manager
Vector-Borne Disease Prevention Program
Saint Louis County Department of Public Health



SAINT LOUIS COUNTY
Public Health

Thank you for choosing St. Louis County for Vector Abatement Services. Below are instructions for completing your contract.

STEP 1:

Complete the following information.

Municipality Name: _____

Name of contact for this contract: _____

Contact's email address: _____

Contact's phone number: _____

Contact's address: _____

Name of person authorized to sign the contract: _____

Signing Authority's direct email address: _____

Ordinance or Resolution Number that Authorizes the contract: _____

STEP 2:

Email this form AND a copy of the signed ordinance/resolution to Andrea Zeilman at azeilman@stlouiscountymo.gov.

STEP 3:

Once the proper documentation is received, the signing authority will receive the contract to sign electronically via DocuSign. Click the link in the email to sign the contract. A fully executed copy of the contract will be sent to the contact person listed above.

QUESTIONS:

For questions regarding the contract process, please contact Andrea Zeilman at azeilman@stlouiscountymo.gov or 314-615-6408

For questions regarding vector abatement services, please contact James Sayers at jsayers@stlouiscountymo.gov or 314-615-0654

3033

BILL NO. 3226

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY OF CHESTERFIELD TO ENTER INTO AND EXECUTE A CONTRACT WITH ST. LOUIS COUNTY, MISSOURI FOR VECTOR CONTROL SERVICES AND AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR OF THE CITY OF CHESTERFIELD TO ENTER INTO, ON BEHALF OF THE CITY, A CONTRACT WITH ST. LOUIS COUNTY, MISSOURI FOR VECTOR CONTROL SERVICE.

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

Section 1. The City Administrator shall execute a Contract with St. Louis County, Missouri, whereby St. Louis County, by and through its Department of Health will perform vector control services within the City of Chesterfield.

Section 2. The City shall compensate St. Louis County, Missouri for services rendered at the hourly rate set forth in the contract and as such rates are changed in accordance with the terms and conditions of the contract between the City and County.

Section 3. After execution thereof; this agreement shall be in effect for one (1) year with four (4) automatically renewable one (1) year periods (maximum five years). Either party may terminate the contract by written notice, at least thirty (30) days prior thereto.

Section 4. This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 4th day of February, 2019.

Bob Nation
PRESIDING OFFICER

Bob Nation
Bob Nation, MAYOR

ATTEST:

Vickie Hass
Vickie Hass, City Clerk

[FIRST READING HELD: 01-23-2019]

**LOCAL GOVERNMENT CONTRACT WITH ST. LOUIS
COUNTY, MISSOURI FOR VECTOR CONTROL SERVICES**

This contract is made and entered into this 4th 20th day of February, ²⁰¹⁹~~2018~~, by and ML
between the City of Chesterfield, a Municipal Corporation, (hereinafter
referred to as "Municipality") and St. Louis County, Missouri, (hereinafter referred to as "County").

Witnesseth:

Whereas, Municipality has enacted Ordinance No. ~~Resolution~~ No. 3033 authorizing
said Municipality to enter into this contract with County for vector control services to be performed
within said Municipality through County's Department of Public Health; and

Whereas, County is authorized by Article II, Section 2.180 (20) of County's Charter to cooperate
and contract with other political subdivisions for common services; and

Whereas, Section 604.020 SLCRO 1974, as amended, authorizes the County Executive to
contract on behalf of the Department of Public Health with political subdivisions to provide public health
services; and

Whereas, in conformity with Section 604.040 SLCRO 1974, as amended, the St. Louis County
Council has adopted Resolution No. 6281, 2018, that sets forth the terms and conditions upon which
vector control services are to be provided to Municipality; and

Now therefore, in consideration of the mutual promises and undertakings herein set forth,
County and Municipality agree as follows:

1. County shall provide vector control services as indicated:

a. Mosquito Control Services:

1. Including Adulticiding, per County guidelines, to include all necessary materials,
equipment, and personnel.

Other mosquito control services:

2. Including Larviciding, per County guidelines, to include all necessary materials,
equipment, and personnel.

b. Rodent abatement services:

Including rodent inspections and abatement, per County guidelines, to include all necessary
materials, equipment, and personnel.

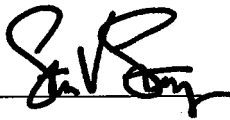
2. Municipality shall:

- a. Pay County for vector control services including adulticiding at the hourly rate of eighty-two
dollars (\$82.00), for other mosquito control services including larviciding at the hourly rate
of fifty-five dollars (\$55.00), and for rodent abatement services at the hourly rate of thirty -
two dollars (\$32.00).

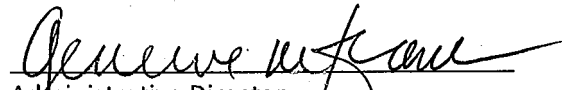
604.020

- b. Make all payments by check payable to the order of "St. Louis County Department of Public Health". Billing will occur annually in January. Payments for the previous years' service, under above paragraph "a" of this section, must be received by County before the 31st day of March of the year services are provided. Remit payment to St. Louis County Department of Public Health, 6121 N. Hanley Road, Berkeley, MO 63134.
- 3. The costs per hour for services may be revised annually by County. County shall provide written notice to Municipality of the change in cost no later than May 1 of any year in which the services will be rendered.
- 4. The initial contract term shall be five (5) years, subject to changes in prices and services provided therein by County, as agreed to by Municipality. Either party may terminate this contract upon thirty days written notice.


St. Louis County, Missouri

By:  County Executive

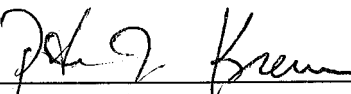
Attest:


Administrative Director


APPROVED:


Director, Department of Public Health

Approved As To Legal Form:

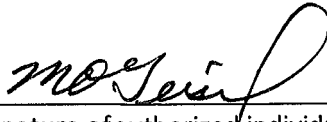
 2-20-19
County Counselor

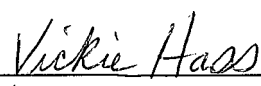
APPROVED:


Accounting Officer

To be completed by Municipality representative

MUNICIPALITY
City of Chesterfield
(Name Of)

By:

(Signature of authorized individual)
Michael O. Geisel
City Administrator
(Type name/title of authorized individual)

ATTEST:

City/Village Clerk

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning *JW*

Date: April 16, 2024

RE: **17955 – 18055 N Outer 40 Road (Gumbo Flats), Boundary Adjustment**

Plat: A Boundary Adjustment Plat for a 290.9-acres tract of land consisting of ten parcels that are located north of North Outer 40 Road (16W620025, 16W620036, 16W610015, 16W330022, 17W640035, 16W330021, 16W320011, 16V110077, 16W310045, 16W240041).

Summary

Stock & Associates Consulting Engineers, Inc. on behalf of Gumbo Flats Properties, LLC has submitted a request for a Boundary Adjustment Plat for total 290.9-acres tract of land. This tract of land includes total of ten (10) parcels. Four parcels addressed 17995, 17985, 17965, and 17955 N Outer 40 Road were recently (in 2023) rezoned to “PC- Planned Commercial”, and other six parcels are zoned “M3- Planned Industrial”, “PI-Planned Industrial”, and “NU – Non -Urban District”. The Owner of the parcels is also the owner of Gateway Studios located at an intersection of Spirit of St. Louis Blvd. and Chesterfield Airport Road, which is under construction.

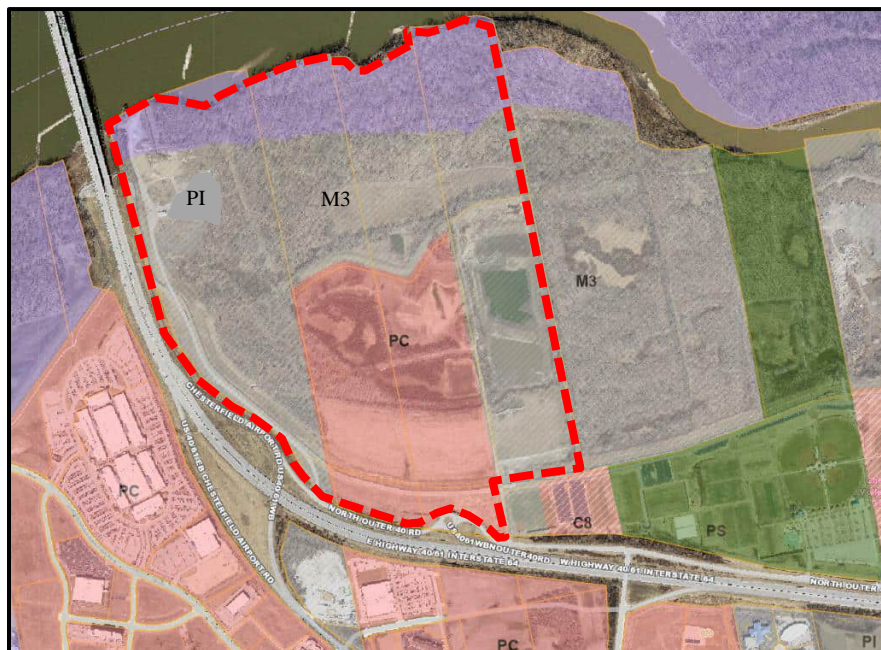


Figure 1: Subject Site Aerial with existing Zoning designation

The purpose of this Boundary Adjustment Plat is to replat the 290.9 acres into four (4) lots. The Boundary Adjustment Plat will also be establishing new cross access easements between Lots A and B, Lots C and B, and Lots C and D.



Figure 2: Subject Site Aerial with existing Lot configuration



Figure 3: Proposed Lots configuration

Attachments: Boundary Adjustment Plat, Legislation

BILL NO. 3503

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A BOUNDARY ADJUSTMENT PLAT FOR A 290.9-ACRES TRACT OF LAND LOCATED NORTH OF NORTH OUTER 40 ROAD (16W620025, 16W620036, 16W610015, 16W330022, 17W640035, 16W330021, 16W320011, 16V110077, 16W310045, 16W240041).

WHEREAS, Stock & Associates Consulting Engineers, Inc. on behalf of Gumbo Flats Properties, LLC has submitted for review and approval a Boundary Adjustment Plat for the above referenced properties located north of North Outer 40 Road; and,

WHEREAS, the purpose of the Boundary Adjustment Plat is to replat the boundary lines of ten parcels into four parcels; 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 16 day of April, 2024.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 04/16/2024

GUMBO FLATS


A BOUNDARY ADJUSTMENT PLAT OF TRACTS OF LAND BEING PART OF U.S. SURVEYS 368, AND 371 TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI


OWNER'S CERTIFICATION

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

"GUMBO FLATS"

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

The area which for better identification as shown hatched  on this plat is hereby established as an INGRESS/EGRESS, CROSS ACCESS Easement reserved by the present and future owners of Lot C for the benefit of Lots B and D, and all of their respective successors and assigns, their tenants, sub-tenants, lessees, and their respective officers, employees, agents, representatives, invitees, for the non-exclusive right and privilege for ingress and egress by pedestrian, automobiles, passenger vehicles, and trucks. The owners agree not to obstruct the foregoing easement by means of a fence or other barrier, and further, to keep the area open and useable on their property leading to and from the North Outer Road of Interstate 40. No such accessway shall be relocated, narrowed, or otherwise altered without the approval of the present and future owners of above said Lots B and D, and the easement hereby established shall apply fully to such altered accessway, and said easement shall be perpetual and further shall run with the real estate.

The area which for better identification as shown hatched  on this plat is hereby established as an INGRESS/EGRESS, CROSS ACCESS Easement reserved by the present and future owners of Lots A and B for the benefit of Lots A and B, and all of their respective successors and assigns, their tenants, sub-tenants, lessees, and their respective officers, employees, agents, representatives, invitees, for the non-exclusive right and privilege for ingress and egress by pedestrian, automobiles, passenger vehicles, and trucks. The owners agree not to obstruct the foregoing easement by means of a fence or other barrier, and further, to keep the area open and useable on their property leading to and from the North Outer Road of Interstate 40. No such accessway shall be relocated, narrowed, or otherwise altered without the approval of the present and future owners of above said Lots A and B, and the easement hereby established shall apply fully to such altered accessway, and said easement shall be perpetual and further shall run with the real estate.

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

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2024.

Gumbo Flats Properties LLC

By: _____

Name: _____

Title: _____

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

On this ____ day of _____ in the year 2024 before me, a Notary Public and for said state, personally appeared _____, the _____ of Gumbo Flats Properties, LLC, known to me to be the person who executed the foregoing instrument in behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

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

Notary Public

My commission expires: _____

LENDERS CERTIFICATION

The undersigned owner and holder of promissory note secured by Deed of Trust, recorded in Book _____ of the St. Louis County Records, does hereby join in and consent to the foregoing Boundary Adjustment Plat as shown herein.

IN WITNESS WHEREOF, we have hereunto set our hand and affixed our corporate seal this ____ day of _____, 2024.

By: _____

Print Name: _____

Print Title: _____

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

On this ____ day of _____, 2024, before me appeared _____, personally known to me, who being by me duly sworn, did say that he is the _____ of _____, and acknowledged to me that he has the authority to bind said Bank; and executed the foregoing Boundary Adjustment Plat as the free act and deed of said bank.

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

Notary Public

My commission expires: _____

GENERAL NOTES:

1) Subject property is NU Non-Urban (as shown on city of Chesterfield online map), Zoned PC Planned Commercial Ord# 3229, PI Ord# 2944, and M3 Note: The above zoning provided by the City of Chesterfield and to verify the client should obtain a zoning endorsement from their title company.

2) Subject property lies within Flood Zone X (areas with reduced risk due to levee) and Zone X Shaded (Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; Zone AH (Base Flood Elevations determined), a Regulatory Floodway, and areas protected by levees from 1% annual chance flood) according to the National Flood Insurance Rate Map Number 291CB00145K. Area revised to reflect LOMR effective Date Nov. 16, 2017 CASE NO. 17-07-0724P

3) Basis of Bearings Missouri State Plane Grid North.

ORIGINAL DESCRIPTION

Parcel 1:

A tract of land being part of the Lot 3 of the "Subdivision of Lots 1 & 2 of Nicholas Mueller Estates" as recorded in Plat Book 14 page 42 and part of Lot 2 of the "Subdivision in Partition of the Estate of Nicholas Mueller" as recorded in Plat Book 2 page 25 of the St. Louis County Records, located in U.S. Survey 371, Township 45 North, Range 3 East, City of Chesterfield, St. Louis County, Missouri, and being more particularly described as follows:

Commencing at a point in the North line of Missouri Interstate Highway 64, varying width, with the East line of property conveyed to Ruth Mefford, Trustee, as described in Deed Book 7918 page 415 of the St. Louis County Records; thence Northwaly along said East line North 11 degrees 19 minutes 31 seconds West 2,729.66 feet to the point of beginning said point also being in the Western line of the tract conveyed to the City of Chesterfield, Missouri by Special Warranty Deed as recorded in Deed Book 17745 page 5607 of the St. Louis County Records; thence continuing along said Western line North 11 degrees 19 minutes 31 seconds West 1792.63 feet to the top of the bank of the Missouri River, as located by Volz, Incorporated during February 1999; thence Eastwaly along said top of bank the following courses and distances: North 60 degrees 58 minutes 58 seconds East 75.58 feet to a point, thence North 74 degrees 21 minutes 01 second East 148.99 feet to a point; thence North 79 degrees 44 minutes 31 seconds East 201.51 feet to a point, thence North 79 degrees 23 minutes 27 seconds East 320.13 feet to a point on the East line of the aforementioned Lot 3; thence leaving the said top of bank of the Missouri River, along the East line of Lot 3, South 11 degrees 13 minutes 51 seconds East 1685.04 feet to a point; thence leaving the East line of Lot 3, South 81 degrees 01 minute 56 seconds West 500.44 feet to a point; thence South 52 degrees 35 minutes 17 seconds West 333.32 feet to the point of beginning and containing 29,045 acres according to calculations by Volz Inc. during April 2008.

Parcel 2:

A tract of land being part of Lot 3 of the Nicholas Mueller Estate according to the plat thereof recorded in Plat Book 2 page 25 of the St. Louis County Records in U.S. Survey 371, Township 45 North, Range 3 East, St. Louis County, Missouri and being more particularly described as: Beginning at a point being distant North 11 degrees 24 minutes 31 seconds West 3229.47 feet from the intersection of the Southward prolongation of the East line of property conveyed to Isabel C. Davies, Trustee by deed recorded in Book 10422, page 806 of the St. Louis County Records with the South line of said Lot 3 of the Nicholas Mueller Estate, said point being on the South toe of the Agricultural Levee as located by Volz, Inc. on October 27, 1998; thence North 11 degrees 24 minutes 31 seconds West 1942.48 feet along said East line of property conveyed to Isabel C. Davies, Trustee to the top of the bank of the Missouri River as located by Volz, Inc. on October 27, 1998; thence Eastwaly along said south toe of bank of the Missouri River as located by Volz, Inc. on October 27, 1998 the following courses and distances: North 83 degrees 24 minutes 52 seconds East 58.04, North 88 degrees 18 minutes 53 seconds East 70.75 feet, South 74 degrees 04 minutes 16 seconds East 35.95 feet, South 41 degrees 30 minutes 30 seconds East 99.33 feet, South 79 degrees 03 minutes 26 seconds East 103.50 feet, North 70 degrees 09 minutes 54 seconds East 30.88 feet, North 53 degrees 56 minutes 11 seconds East 180.23 feet, and North 60 degrees 58 minutes 58 seconds East 131.42 feet to the West line of said St. Charles Sand Company property, North 11 degrees 29 minutes 31 seconds West 1918.12 feet to the South toe of Agricultural Levee as located by Volz Inc. on August 24, 1999, said point being the actual point of beginning; thence continuing along said East line North 11 degrees 29 minutes 31 seconds West 1932.54 feet to the South line of the waters edge of the Missouri River on August 24, 1999; thence Eastwaly along said South line of the waters edge, the following courses and distances: North 65 degrees 33 minutes 45 seconds East 37.02 feet, North 62 degrees 47 minutes 31 seconds East 94.81 feet, North 68 degrees 35 minutes 57 seconds East 99.33 feet, North 65 degrees 10 minutes 25 seconds East 90.14 feet, North 68 degrees 22 minutes 43 seconds East 163.07 feet and North 79 degrees 04 minutes 41 seconds East 284.55 feet to a point on the West line of property described in the deed to Monarch-Chesterfield Levee District as described in Book 12005 page 154.9 of the St. Louis County Records; thence Southwaly along said West line South 11 degrees 24 minutes 31 seconds East 1977.49 feet to a point on the aforementioned South toe of the Agricultural Levee; thence Westwaly along said South toe of the Agricultural Levee the following courses and distances: North 81 degrees 05 minutes 03 seconds West 26.21 feet, North 81 degrees 05 minutes 33 minutes 51 seconds West 130.98 feet, North 73 degrees 47 minutes 16 seconds West 60.35 feet, South 82 degrees 07 minutes 35 seconds West 66.17 feet, South 68 degrees 22 minutes 02 seconds West 117.11 feet, South 62 degrees 46 minutes 08 seconds West 170.36 feet, South 55 degrees 17 minutes 08 seconds West 182.18 feet, South 57 degrees 04 minutes 59 seconds West 33.17 feet to the point of beginning and containing 32.373 acres according to calculations by Volz Inc. during August 2014.

Parcel 3:

A tract of land being part of Lot 3 of the Partition of Nicholas Mueller Estate, in U.S. Survey 71, Township 45 North, Range 5 East; City of Chesterfield, St. Louis County, Missouri and being more particularly described as follows:

Commencing at the intersection of the East line of property described in the deed to St. Charles Sand Company as described in Book 6033 page 294 of the St. Louis County Records with the North line of Missouri Interstate Highway 64 and 40TR of varying width; thence Northwaly along the East line of said St. Charles Sand Company property, North 11 degrees 29 minutes 31 seconds West 1918.12 feet to the South toe of the Agricultural Levee as located by Volz Inc. on August 24, 1999, said point being the actual point of beginning; thence continuing along said East line North 11 degrees 29 minutes 31 seconds West 1932.54 feet to the South line of the waters edge of the Missouri River on August 24, 1999; thence Eastwaly along said South line of the waters edge, the following courses and distances: North 65 degrees 33 minutes 45 seconds East 37.02 feet, North 62 degrees 47 minutes 31 seconds East 94.81 feet, North 68 degrees 35 minutes 57 seconds East 99.33 feet, North 65 degrees 10 minutes 25 seconds East 90.14 feet, North 68 degrees 22 minutes 43 seconds East 163.07 feet and North 79 degrees 04 minutes 41 seconds East 284.55 feet to a point on the West line of property described in the deed to Monarch-Chesterfield Levee District as described in Book 12005 page 154.9 of the St. Louis County Records; thence Southwaly along said West line South 11 degrees 24 minutes 31 seconds East 1977.49 feet to a point on the aforementioned South toe of the Agricultural Levee; thence Westwaly along said South toe of the Agricultural Levee the following courses and distances: North 81 degrees 05 minutes 03 seconds West 26.21 feet, North 81 degrees 05 minutes 33 minutes 51 seconds West 130.98 feet, North 73 degrees 47 minutes 16 seconds West 60.35 feet, South 82 degrees 07 minutes 35 seconds West 66.17 feet, South 68 degrees 22 minutes 02 seconds West 117.11 feet, South 62 degrees 46 minutes 08 seconds West 170.36 feet, South 55 degrees 17 minutes 08 seconds West 182.18 feet, South 57 degrees 04 minutes 59 seconds West 33.17 feet to the point of beginning and containing 32.373 acres according to calculations by Volz Inc. during August 2014.

Parcel 4:

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

Beginning at a point being distant North 11 degrees 24 minutes 31 seconds West 1117.18 feet from the intersection of the Southward prolongation of the East line of property conveyed to Isabel C. Davies, Trustee by deed recorded in Book 10422 page 806 of the St. Louis County Records with the South line of said Lot 3 of the Nicholas Mueller Estate, thence North 11 degrees 24 minutes 31 seconds West 4054.78 feet along said East line of property conveyed to Isabel C. Davies, Trustee to the top of bank of the Missouri River as located by Volz, Inc. on October 27, 1998; thence Eastwaly along said top of bank of the Missouri River as located by Volz, Inc. on October 27, 1998 the following courses and distances: North 83 degrees 24 minutes 52 seconds East 58.04 feet, North 88 degrees 18 minutes 53 seconds East 70.75 feet, South 74 degrees 04 minutes 16 seconds East 35.95 feet, South 41 degrees 30 minutes 30 seconds East 99.33 feet, South 79 degrees 03 minutes 26 seconds East 103.50 feet, North 70 degrees 09 minutes 54 seconds East 30.88 feet, North 53 degrees 56 minutes 11 seconds East 180.23 feet, and North 60 degrees 58 minutes 58 seconds East 131.42 feet to the West line of property conveyed to Dorothy Mahaffey Moore, Trustee by deed recorded in Book 7601 page 2336 of the St. Louis County Records; thence South 11 degrees 19 minutes 31 seconds West 4140.30 feet along said West line of property conveyed to Dorothy Mahaffey Moore, Trustee by deed recorded in Book 7601 page 2336 of the St. Louis County Records; thence Westwaly along said South line of an easement conveyed to the Monarch-Chesterfield Levee District the following courses and distances south 80 degrees 21 minutes 08 seconds West 113.64 feet, south 84 degrees 23 minutes 25 seconds West 275.10 feet, South 88 degrees 46 minutes 59 seconds West 131.40 feet and South 89 degrees 34 minutes 11 seconds West 222.73 feet to the point of beginning according to a survey by Volz, Inc. during November, 1998. EXCEPTING THEREFROM that part conveyed to Monarch Flats LLC, a Missouri limited liability company, by instrument recorded in Book 21202 page 2090 of the St. Louis County Records.

Parcel 5:

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

Beginning at the intersection of the North right of way line of Interstate Highway 64, varying width, with the East line of property conveyed to Isabel C. Davies, Trustee by deed recorded in Book 10422 page 806 of the St. Louis County Records; thence North 11 degrees 24 minutes 31 seconds West 236.25 feet along said East line of property conveyed to Isabel C. Davies, Trustee to a point; thence North 89 degrees 34 minutes 11 seconds East 222.73 feet to a point; thence 46 degrees 46 minutes 59 seconds East 131.40 feet to a point; thence North 84 degrees 33 minutes 25 seconds East 275.10 feet to a point, thence North 80 degrees 21 minutes 08 seconds East 113.64 feet to the West line of property conveyed to Dorothy Mahaffey Moore, Trustee by deed recorded in Book 7601 page 2336 of the St. Louis County Records (Parcel 4); thence South 11 degrees 19 minutes 31 seconds East 381.99 feet along said West line of property conveyed to Dorothy Mahaffey Moore, Trustee; to said North right of way line of Interstate Highway 64, varying width; thence North 83 degrees 04 minutes 15 seconds West 773.91 feet along said North right of way line of Interstate Highway 64, varying width; to the point of beginning, according to calculations by Volz, Inc. during May 1999. LESS AND EXCEPTING THEREFROM that part conveyed to the State of Missouri by instrument recorded in Book 18241 page 290 of the St. Louis County Records.

Parcel 6:

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

Beginning at the intersection of the East line of property described in the deed to St. Charles Sand Company as described in Book 6033 page 294 of the St. Louis County Records with the North line of Missouri Interstate Highway 64 and 40TR of varying width; thence Northwaly along the East line of said St. Charles Sand Company property, North 11 degrees 29 minutes 31 seconds West 1918.12 feet to the South toe of the waters edge of the Missouri River on August 24, 1999; thence Eastwaly along said South line of the waters edge, the following courses and distances: North 65 degrees 33 minutes 45 seconds East 37.02 feet, North 62 degrees 47 minutes 31 seconds East 94.81 feet, North 68 degrees 35 minutes 57 seconds East 99.33 feet, North 65 degrees 10 minutes 25 seconds East 90.14 feet, North 68 degrees 22 minutes 43 seconds East 163.07 feet and North 79 degrees 04 minutes 41 seconds East 284.55 feet to a point on the West line of property described in the deed to Monarch-Chesterfield Levee District as described in Book 12005 page 154.9 of the St. Louis County Records; thence Southwaly along said West line South 11 degrees 24 minutes 31 seconds East 1977.49 feet to a point on the aforementioned North line of Missouri Interstate Highway 64 and 40TR; thence Westwaly along said North line North 83 degrees 04 minutes 15 seconds West 1,211 feet and along a curve to the right, whose radius point bears North 69 degrees 45 seconds East 2654.79 feet from the last mentioned point, a distance of 829.70 feet to the point of beginning. LESS AND EXCEPTING THEREFROM that part conveyed to Monarch Flats LLC, a Missouri limited liability company, by instrument recorded in Book 21202 page 2090 of the St. Louis County Records.

Parcel 7

A tract of land being part of Lots 2 and 3 of the "Subdivision of Lots 1 and 2 of Nicholas Mueller Estates" recorded in Plat Book 14 page 42 and part of Lot 2 of the "Subdivision in Partition of the Estate of Nicholas Mueller" recorded in Plat Book 2 page 25 in U.S. Survey 371 Township 45 North - Range 3 East, City of Chesterfield, St. Louis County, Missouri and being more particularly described as: Beginning at the Intersection of the North line of Missouri Interstate Highway 64 of varying width, with the East line of property conveyed to Ruth J. Mefford (trustee) as described in the deed recorded in Book 7918 page 415 of the St. Louis County Records; thence Northwaly along said East line North 11 degrees 19 minutes 31 seconds West 4522.29 feet to the top of bank of the Missouri River as located by Volz Inc. during February 1999; thence Eastwaly along the said top of bank the following courses and distances: North 60 degrees 58 minutes 58 seconds East 75.58 feet, North 74 degrees 21 minutes 01 seconds East 148.99 feet, North 79 degrees 44 minutes 31 seconds East 201.51 feet and North 80 degrees 23 minutes 27 seconds East 320.13 feet to a point on the aforementioned Lot 3; thence Westwaly along said North line the following courses and distances: North 83 degrees 04 minutes 15 seconds West 104.60 feet, South 88 degrees 28 minutes 36 seconds West 909.34 feet and North 83 degrees 04 minutes 15 seconds West 12.31 feet to the point of beginning and containing 81.854 acres according to a survey by Volz, Inc. during October 2006.

EXCEPTING THEREFROM that tract of land conveyed to the Monarch-Chesterfield Levee District by Deed recorded May 6, 2008 in Book 17883 page 3422.

FURTHER EXCEPTING THEREFROM that portion of ground now part of CVAC Consolidation Plat recorded on March 23, 2011 in Plat Book 359 page 82 in the St. Louis County Land Records.

Parcel 8

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING EAST OF HIGHWAY NO. 40:

A tract of land in U.S. Surveys 368, 371, 102, Township 45 North, Range 3 East, and part of Lots 1) to (8) inclusive of the Conrad Kronung Estate Partition, in Survey 368, Township 45 North, Range 3 East, as per plat thereof attached to Commissioner's Report in the Case of Emily Kronung et al. vs. August Kronung, et al., recorded in Book 4 page 583, St. Louis County Records, together described as follows, to wit: Commencing at an old stone in the South line of U.S. Survey 371, and being the Southwest corner of Lot 3 of the Nicholas Mueller Estate Subdivision, as per plat attached to Commissioner's Report in the case of Elizabeth Mueller et al. vs. Ernst Mueller recorded in Book 12 page 419, of the St. Louis County Recorder's Office, and the Northwest corner of a tract of land conveyed to Samuel Albrecht by Deed recorded in Book 396 page 14 of the St. Louis County (former County) Records; thence South 12 degrees 04 minutes East Albrecht's West line 7.813 chains to a stone in the North line of a tract conveyed to the School District Number 1, Township 45 North, Range 3 East by Deed recorded in Book 10 page 494 of the St. Louis County Records; thence with the North line of said School Lot, South 77 degrees 57 minutes West 4.92 chains to a stone in the North line of Olive Street Road, 60 feet wide, thence on the North line of Olive Street Road North 83 degrees 09 minutes West 4.92 chains to a point, being the direct continuation South of the East line of Lot 8 of said Conrad Kronung Estate Partition and being also the West line of a 3.84 acre tract conveyed to Thomas Byer, by Deed recorded in Book 241 page 465 City (former County) Records; thence North on the West line of said tract conveyed to Thomas Byer 1.00 chain, more or less, to the Southeast corner of said Lot 8 of the Conrad Kronung Estate partition, being also the South line of U.S. Survey 368, thence on the South line of said Lot 8, South 78 degrees 10 minutes West 2.971 chains to a point in the North line of Olive Street Road; thence on the North line of Olive Street Road, North 82 degrees 49 minutes West 3.581 chains to the Southeast corner of a tract of parts of Lots one to eight of said Conrad Kronung Estate Partition conveyed to Herbert Jacob Schmidt, and wife by Deed recorded in Book 1136 page 1 of the St. Louis County Records, thence on the East line of said property conveyed to Herbert Jacob Schmidt, North 11 degrees 42 minutes West 27.458 chains, more or less, to a point in the North line of Lot 1 of said Conrad Kronung Estate Partition; thence North 12 degrees 15 minutes West 40.15 chains, more or less, to a point in the South Bank of the Missouri River; thence down stream with said River to the direct continuation Northwaly of the West line of Lot 3 of said Nicholas Mueller's Estate Subdivision; thence on the West line of said Lot 3 of Nicholas Mueller's Estate Subdivision and its direct continuation Northwaly South 12 degrees 15 minutes East 69.40 chains, more or less, to the place of beginning, more or less.

EXCEPT THAT part of above property containing 14.3 acres taken for the establishment of Traffic Relief Highway No. 40, according to condemnation proceedings in the Circuit Court of St. Louis County, Missouri, being Cause #H08652 (the exact location we are unable to determine).

EXCEPTING THEREFROM the property conveyed to Evelyn Mueller by instrument recorded in Book 1450 page 220 of the St. Louis County Records

FURTHER LESS AND EXCEPTING that portion of ground taken by the State of Missouri acting by and through the State Highway Commission of Missouri by Order of the Court of St. Louis County, Missouri under Cause No. 290860, a certified copy of which is recorded in Book 6343 page 824 (page 831 specific).

FURTHER EXCEPTING THEREFROM that portion of subject property conveyed to Vonder Haar Concrete Company by instrument recorded in Book 6888 page 2423.

FURTHER LESS AND EXCEPTING that portion of ground conveyed to Missouri Highways and Transportation Commission by Deed recorded in Book 20390 page 2772.

TOTAL TRACT DESCRIPTION

A tract of land being part of U.S. Surveys 368 and 371 in Township 45 North, Range 3 East, of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the northwest corner of Lot 1 of CVAC Consolidation Plat as recorded in Plat Book 359 Page 82 of said records; thence along the west line of said Consolidation Plat, South 11 degrees 19 minutes 31 seconds West 4130.52 feet, to the north right of way line of Interstate 64, variable width; thence the following courses and distances along said north line: North 83 degrees 05 minutes 28 seconds West, 138.18 feet; North 06 degrees 54 minutes 22 seconds East, 24.99 feet; North 53 degrees 19 minutes 19 seconds West, 201.50 feet; North 79 degrees 08 minutes 51 seconds West, 203.20 feet; North 88 degrees 51 minutes 59 seconds West, 100.51 feet; South 30 degrees 43 minutes 20 seconds West, 65.50 feet to a curve to the right, having a radius of 2,654.79 feet; and along said curve an arc distance of 829.49 feet with a chord which bears North 74 degrees 06 minutes 29 seconds West, 826.12 feet, to the east line of a tract of land conveyed to St. Charles Sand Company by Deed Book 6033 Page 294 of said records, being on the west line of Lot 3 of Nicholas Mueller Estate Plat Book 2 Page 25, of said records; thence continuing along said north right of way line: North 55 degrees 11 minutes 06 seconds West, 226.12 feet; North 37 degrees 50 minutes 17 seconds West, 169.45 feet; North 26 degrees 25 minutes 51 seconds West, 198.71 feet; North 37 degrees 39 minutes 24 seconds West, 175.60 feet; North 46 degrees 48 minutes 55 seconds West, 169.60 feet; North 49 degrees 46 minutes 39 seconds West, 197.61 feet; North 60 degrees 07 minutes 09 seconds West, 187.51 feet; North 59 degrees 03 minutes 47 seconds West, 183.94 feet; North 45 degrees 52 minutes 41 seconds West, 193.99 feet; North 32 degrees 48 minutes 51 seconds West, 190.24 feet; North 42 degrees 30 minutes 56 seconds West, 148.45 feet to a curve to the right having a radius of 2,724.29 feet; along said curve an arc distance of 270.42 feet and a chord which bears North 18 degrees 31 minutes 12 seconds West, 270.31 feet; North 15 degrees 40 minutes 42 seconds West, 243.13 feet; North 11 degrees 19 minutes 18 seconds East, 10.00 feet; North 15 degrees 40 minutes 42 seconds West, 170.00 feet; North 74 degrees 19 minutes 18 seconds East, 5.00 feet; North 15 degrees 40 minutes 42 seconds West, 120.00 feet; North 19 minutes 18 seconds East, 10.00 feet; North 13 degrees 40 minutes 42 seconds West, 170.00 feet; North 74 degrees 19 minutes 18 seconds East, 10.00 feet; North 15 degrees 40 minutes 42 seconds East, 46.14 feet; North 83 degrees 05 minutes 28 seconds East, 37.15 feet; North 62 degrees 47 minutes 31 seconds East, 94.81 feet; North 68 degrees 35 minutes 56 seconds East, 98.33 feet; South 79 degrees 03 minutes 26 seconds East, 103.50 feet; North 79 degrees 03 minutes 26 seconds East, 103.50 feet; North 70 degrees 09 minutes 53 seconds East, 90.88 feet; North 53 degrees 56 minutes 10 seconds East, 180.23 feet; North 60 degrees 58 minutes 57 seconds East, 267.00 feet; North 74 degrees 21 minutes 00 seconds East, 148.99 feet; North 79 degrees 44 minutes 30 seconds East, 201.51 feet and North 80 degrees 23 minutes 27 seconds West, 100.51 feet; South 30 degrees 43 minutes 20 seconds West, 65.50 feet to its intersection with the west line of a tract of land conveyed to the United States of America U.S. Fish & Wildlife by instrument recorded in Book 14414, Page 674 of the above said records; thence along said west line, South 11 degrees 13 minutes 51 seconds East, 4,130.53 feet to the north line of above said Lot 1; thence the following courses and distances along said north line: South 71 degrees 51 minutes 21 seconds West, 99.83 feet; South 77 degrees 38 minutes 25 seconds West, 342.39 feet and South 76 degrees 11 minutes 34 seconds West, 294.24 feet to the POINT OF BEGINNING. Containing 12,657.441 square feet or 290.575 acres, more or less.

This is to certify that "GUMBO FLATS" as approved by the City Council for the City of Chesterfield by Ordinance No. _____ on the ____ day of _____, 2024, and thereby authorizes the recording of this Boundary Adjustment Plat with the office of the St. Louis County Recorder of Deeds.

Bob Nation, Mayor

Vickie McGowan, City Clerk

NEW LOT DESCRIPTIONS

LOT A

A tract of land being part of Lot 3 of The Nicholas Mueller Estate, in U.S. Survey 371, Township 45 North-Range 3 East, St. Louis County, Missouri and being more particularly described as follows: Beginning at the northwest corner of Lot 1 of CVAC Consolidation Plat as recorded in Plat Book 359 Page 82 of the St. Louis County, Missouri records; thence along the west line of said Consolidation Plat, South 11 degrees 19 minutes 32 seconds East, 381.84 feet to its intersection with the north right of way line of Interstate 64, variable width; thence along said north right-of-way line the following courses and distances: North 83 degrees 05 minutes 28 seconds West, 138.18 feet; North 06 degrees 54 minutes 22 seconds East, 24.99 feet; North 53 degrees 19 minutes 19 seconds West, 201.50 feet; North 79 degrees 08 minutes 51 seconds West, 203.20 feet and North 88 degrees 51 minutes 59 seconds West, 90.18 feet; thence departing said right-of-way line the following courses and distances: North 00 degrees 40 minutes 56 seconds West, 162.17 feet; North 89 degrees 19 minutes 04 seconds West, 58.58 feet to the beginning of a non-circular curve to the left having a radius of 1,977.57 feet; along said curve with an arc length of 396.84 feet and a chord which bears North 83 degrees 18 seconds 01 minutes East, 396.77 feet and South 11 degrees 19 minutes 32 seconds East, 58.81 feet to the POINT OF BEGINNING.

Containing 141,181 square feet or 3.241 acres, more or less.

LOT B

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

Commencing at the northwest corner of Lot 1 of CVAC Consolidation Plat as recorded in Plat Book 359 Page 82 of the St. Louis County, Missouri records; thence along the west line of said Consolidation Plat, South 11 degrees 19 minutes 32 seconds East, 381.84 feet to its intersection with the north right of way line of Interstate 64, variable width; thence along said north right-of-way line the following courses and distances: North 83 degrees 05 minutes 28 seconds West, 138.18 feet; North 06 degrees 54 minutes 22 seconds East, 24.99 feet; North 53 degrees 19 minutes 19 seconds West, 201.50 feet; North 79 degrees 08 minutes 51 seconds West, 203.20 feet and North 88 degrees 51 minutes 59 seconds West, 90.18 feet to the POINT OF BEGINNING of the herein described tract; thence continuing along said right-of-way line the following courses and distances: North 83 degrees 05 minutes 28 seconds West, 10.33 feet; South 39 degrees 43 minutes 00 seconds West, 178.48 feet; North 83 degrees 05 minutes 28 seconds West, 65.50 feet to the beginning of a curve to the right having a radius of 2,654.79 feet; along said curve with an arc length of 829.49 feet and a chord which bears North 74 degrees 06 minutes 29 seconds West, 826.12 feet; thence departing from the beginning of a curve to the left having a radius of 1,140.35 feet; along said curve with an arc length of 157.64 feet and a chord which bears South 84 degrees 418 minutes 16 seconds East, 157.51 feet; North 89 degrees 19 minutes 04 seconds East, 201.76 feet and South 00 degrees 40 minutes 56 seconds East, 162.17 feet to the POINT OF BEGINNING.

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning *JW*

Date: April 16, 2024

RE: **Vacation of Easement:** A request to partially vacate the easement situated in the Legends at Schoettler Pointe subdivision on parcels 15 Haybarn lane and 1 Haybarn Lane located east of Schoettler Road.

Summary

The Lombardo Homes of St. Louis, LLC has submitted a request to partially vacate the 50' easement situated on parcels 15 Haybarn and 1 Haybarn of Legends at Schoettler subdivision. The easement consists of approximately 32,356 square feet of ground. The existing easement is also dedicated to multiple utility companies. The City has received easement releases from Ameren, AT&T, Charter Communications Entertainment I, LLC, Missouri American Water company, and Spire. The survey showing the easement to be vacated is attached with this memo.



Figure 1: Subdivision Aerial

As per City of Chesterfield Planning & Public Works Procedure Number PPW-1053, the petition was published in the St. Louis Countian Newspaper fifteen (15) days prior to the City Council meeting. Staff did not receive any objection or concerns related to the petition.

Attachments:

- Legislation
- Public Notice
- Petition

BILL NO. 3504

ORDINANCE NO. _____

AN ORDINANCE VACATING AN EASEMENT ON PART OF LOT 1 AND LOT 3 OF HAY BARN LANE PLAT BOOK 179, PAGE 77 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, LOCATED IN U.S. SURVEYS 370 & 1978, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI.

WHEREAS, a petition has been filed by Lombardo Homes of St. Louis, LLC, requesting the City to vacate an easement on said tracts of land; and,

WHEREAS, Lombardo Homes of St. Louis, LLC, owns the properties on which the easement is located and has no need for the easement; and,

WHEREAS, the Departments of Planning and Public Works have reviewed the petition and have determined that said petition meets all applicable regulations and that the vacation will have no adverse effect on 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 Council of the City of Chesterfield hereby approves the easement vacation located on part of Lot 1 and Lot 3 of hay barn lane Plat Book 179, Page 77 of the St. Louis County, Missouri Records, as described in Exhibit 2, which is attached hereto and made part of hereof; and

Section 2. The Mayor and City Clerk are authorized and directed to evidence the approval of the vacation of this easement by affixing their signatures and the Official Seal of the City of Chesterfield to a Certificate of Approval as required on said documents. The petitioner is required and directed to record this easement vacation with the Saint Louis County Recorder of Deeds Office; and

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

Passed and approved this 16 day of April, 2024.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

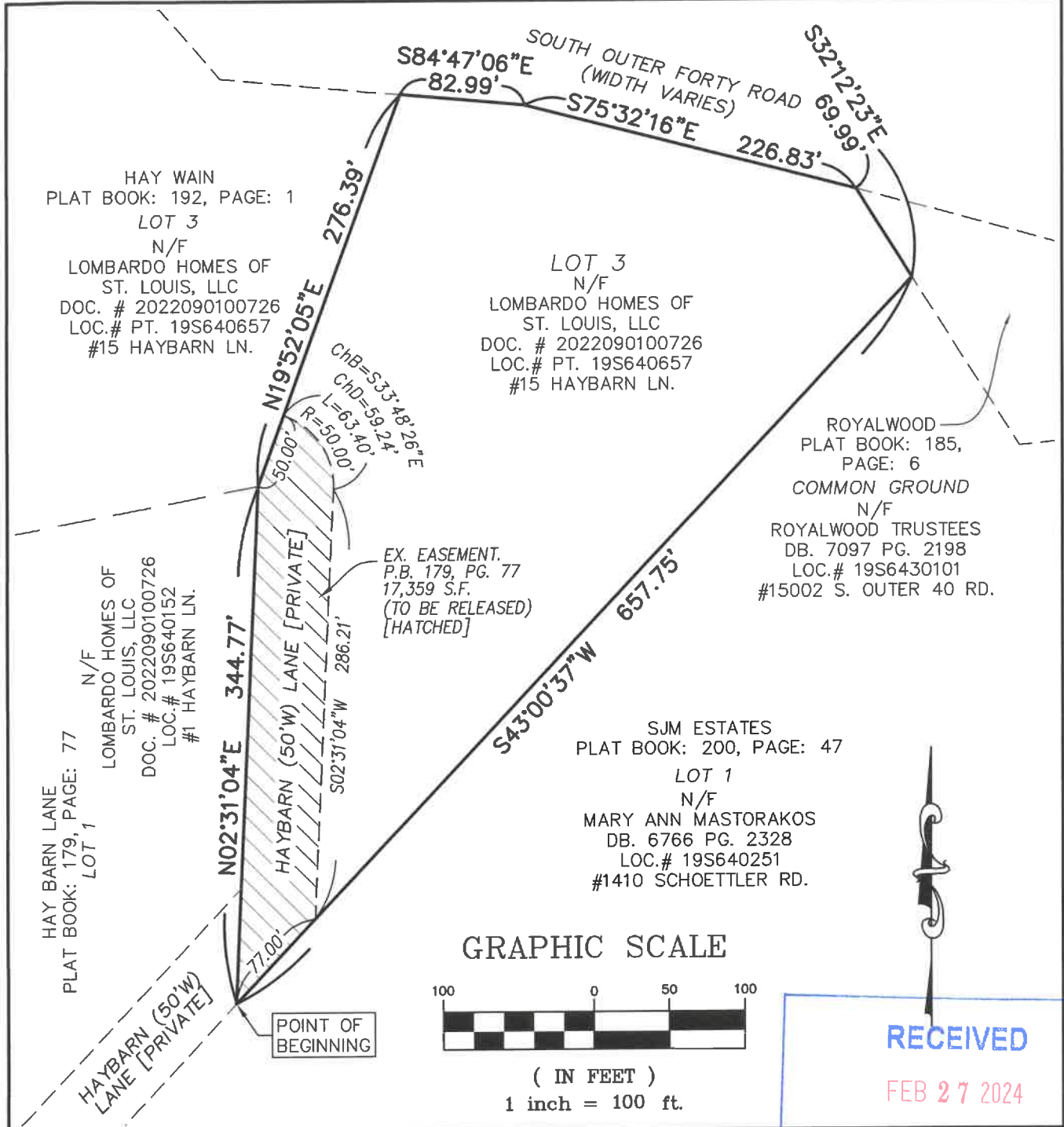
NOTICE OF VACATION OF EASEMENT

NOTICE IS HEREBY GIVEN that the City of Chesterfield has received a petition to partially vacate the easement situated in the City of Chesterfield, Missouri. Should anyone have an interest in this, please contact Shilpi Bharti, Planner at 636-537-4743 or email at Sbharti@chesterfield.mo.us. The legal description of the easement to be vacated are as follows:

A tract of land being part of Lot 3 of “Hay Barn Lane”, a subdivision according to the Plat thereof recorded in Plat Book 179 Page 77 of the St. Louis County, Missouri records, located in U.S. surveys 370& 1978, township 45 north, range 4 east of the fifth principal meridian, City of Chesterfield, St. Louis County Missouri.

And

A tract of land being part of Lot 1 of “Hay Barn Lane”, a subdivision according to the plat thereof recorded in Plat book 179 page 77 pf the St. Louis County, Missouri records, located in U.S. surveys 370 & 1978, township 45 north, range 4 east of the fifth principal meridian, City of Chesterfield, St. Louis County, Missouri.



HAY WAIN
 PLAT BOOK: 192, PAGE: 1
 LOT 3
 N/F
 LOMBARDO HOMES OF
 ST. LOUIS, LLC
 DOC. # 2022090100726
 LOC.# PT. 19S640657
 #15 HAYBARN LN.

LOT 3
 N/F
 LOMBARDO HOMES OF
 ST. LOUIS, LLC
 DOC. # 2022090100726
 LOC.# PT. 19S640657
 #15 HAYBARN LN.

ROYALWOOD
 PLAT BOOK: 185,
 PAGE: 6
 COMMON GROUND
 N/F
 ROYALWOOD TRUSTEES
 DB. 7097 PG. 2198
 LOC.# 19S6430101
 #15002 S. OUTER 40 RD.

HAY BARN LANE
 PLAT BOOK: 179, PAGE: 77
 LOT 1
 N/F
 LOMBARDO HOMES OF
 ST. LOUIS, LLC
 DOC. # 2022090100726
 LOC.# 19S640152
 #1 HAYBARN LN.

SJM ESTATES
 PLAT BOOK: 200, PAGE: 47
 LOT 1
 N/F
 MARY ANN MASTORAKOS
 DB. 6766 PG. 2328
 LOC.# 19S640251
 #1410 SCHOETTLER RD.

RECEIVED

FEB 27 2024

City of Chesterfield, Department of Planning

EXHIBIT "A"

SHEET 1 of 2

EASEMENT RELEASE PLAT

A TRACT OF LAND BEING LOT 3 OF HAY BARN LANE (PLAT BOOK 179, PAGE 77),
 LOCATED IN U.S. SURVEYS 370 & 1978, TOWNSHIP 45 NORTH, RANGE 4 EAST OF
 THE FIFTH PRINCIPAL MERIDIAN,
 CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

STERLING CO.
 5055 NEW BAUMGARTNER ROAD
 ST. LOUIS, MISSOURI 63129
 (314)-487-0440 FAX 487-8944
 Sterling@sterling-eng-sur.com

Glenn S. Mazuranc
 GLENN S. MAZURANC
 MO. REG. L.S. # 2610
 02/27/2024



A TRACT OF LAND BEING PART OF LOT 3 OF "HAY BARN LANE", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 179 PAGE 77 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, LOCATED IN U.S. SURVEYS 370 & 1978, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF THE ABOVEMENTIONED "HAY BARN LANE" SUBDIVISION, SAID CORNER BEING LOCATED ON THE NORTHWEST LINE OF LOT 1 OF "SJM ESTATES", A SUBDIVISION RECORDED IN PLAT BOOK 200 PAGE 47 OF THE ABOVEMENTIONED RECORDS; THENCE ALONG THE EAST LINE OF SAID LOT 1 OF "HAY BARN LANE", NORTH 02°31'04" EAST, 344.77 FEET TO THE SOUTHEAST CORNER OF LOT 3 OF "HAY WAIN", A SUBDIVISION RECORDED IN PLAT BOOK 192 PAGE 1 OF THE ABOVEMENTIONED RECORDS; THENCE ALONG THE EAST LINE OF SAID LOT 3, NORTH 19°52'05" EAST, 50.00 FEET TO A POINT; THENCE LEAVING SAID EAST LINE, ALONG AN ARC TO THE RIGHT, AN ARC LENGTH OF 63.40 FEET, A RADIUS OF 50.00 FEET, THE CHORD OF WHICH BEARS SOUTH 33°48'26" EAST, 59.24 FEET TO A POINT OF TANGENCY; THENCE SOUTH 02°31'04" WEST, 286.21 FEET TO A POINT ON THE NORTHWEST LINE OF LOT 1 OF THE ABOVEMENTIONED "SJM ESTATES" SUBDIVISION; THENCE ALONG THE NORTHWEST LINE OF SAID LOT 1, SOUTH 43°00'37" WEST, 77.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 17,359 SQUARE FEET (0.3985 ACRES) MORE OR LESS.

EXHIBIT "A"

SHEET 2 of 2

EASEMENT RELEASE PLAT

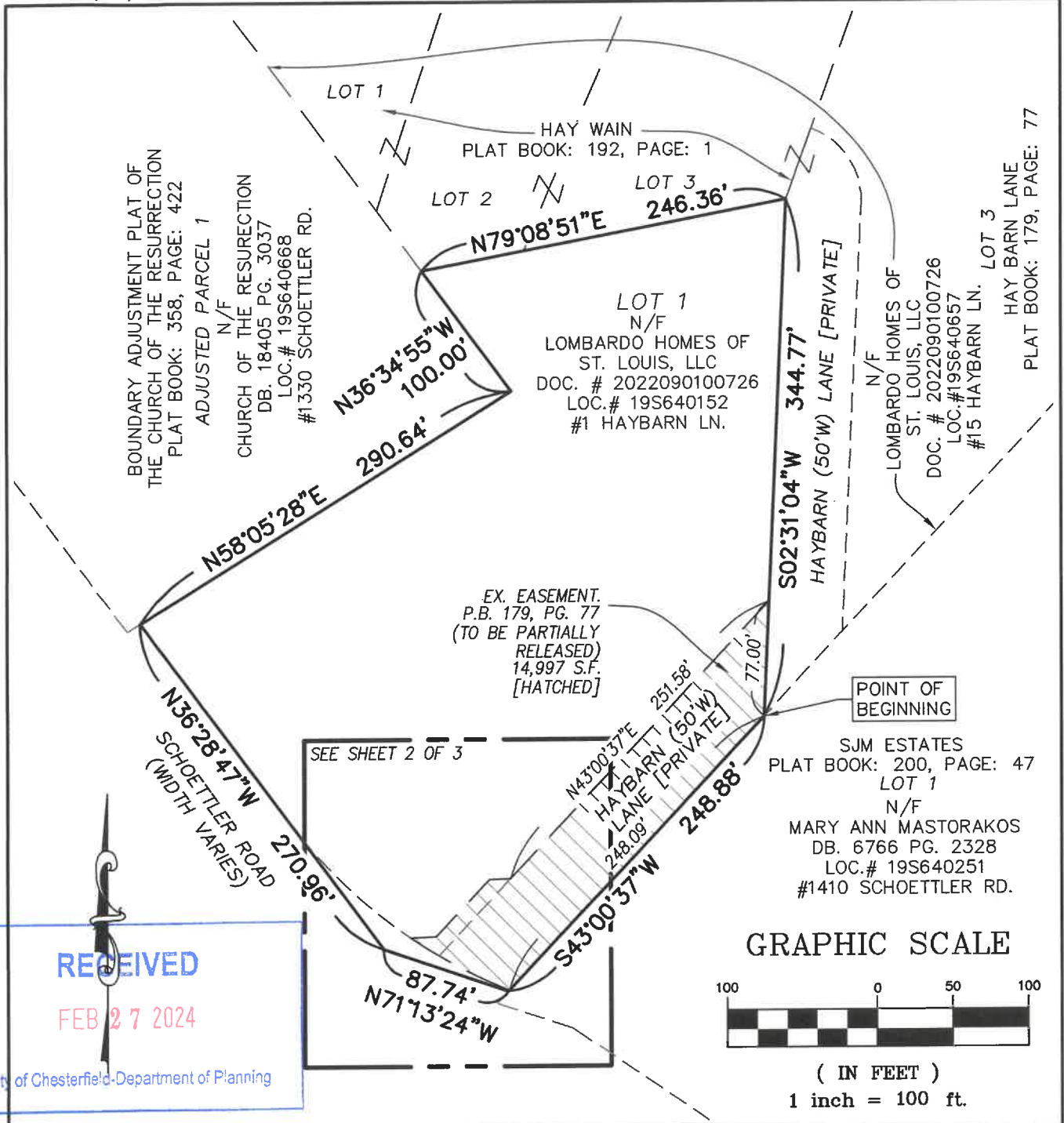
A TRACT OF LAND BEING LOT 3 OF HAY BARN LANE (PLAT BOOK 179, PAGE 77), LOCATED IN U.S. SURVEYS 370 & 1978, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



STERLING CO.

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Sterling@sterling-eng-sur.com

GLENN S. MAZURANIC
MO. REG. L.S. # 2610 02/27/2024



RECEIVED
FEB 27 2024
City of Chesterfield-Department of Planning

EXHIBIT "A" SHEET 1 of 3

PARTIAL EASEMENT RELEASE PLAT
A TRACT OF LAND BEING LOT 1 OF HAY BARN LANE (PLAT BOOK 179, PAGE 77),
LOCATED IN U.S. SURVEYS 370 & 1978, TOWNSHIP 45 NORTH, RANGE 4 EAST OF
THE FIFTH PRINCIPAL MERIDIAN,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



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Glenn S. Mazuranic
GLENN S. MAZURANIC
MO. REG. L.S. # 2610
02/27/2024

LOT 1
 N/F
 LOMBARDO HOMES OF
 ST. LOUIS, LLC
 DOC. # 2022090100726
 LOC. # 19S640152
 #1 HAYBARN LN.

N/F
 MARY ANN MASTORAKOS
 DB. 6766 PG. 2328
 LOC. # 19S640251
 #1410 SCHOETTLER RD.

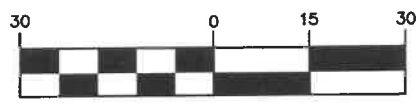
EX. EASEMENT,
 P.B. 179, PG. 77
 (TO REMAIN)

EX. EASEMENT,
 P.B. 179, PG. 77
 (TO BE PARTIALLY
 RELEASED)
 [HATCHED]

HAYBARN (50' W)
 LANE [PRIVATE]

N71°13'24"W
 SCHOETTLER ROAD
 (WIDTH VARIES)

GRAPHIC SCALE



(IN FEET)
 1 inch = 30 ft.

EXHIBIT "A"

SHEET 2 of 3

PARTIAL EASEMENT RELEASE PLAT

A TRACT OF LAND BEING LOT 1 OF HAY BARN LANE (PLAT BOOK 179, PAGE 77),
 LOCATED IN U.S. SURVEYS 370 & 1978, TOWNSHIP 45 NORTH, RANGE 4 EAST OF
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 MO. REG. L.S. # 2610
 02/27/2024

A TRACT OF LAND BEING PART OF LOT 1 OF "HAY BARN LANE", A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 179 PAGE 77 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, LOCATED IN U.S. SURVEYS 370 & 1978, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3 OF THE ABOVEMENTIONED "HAY BARN LANE" SUBDIVISION, SAID CORNER BEING LOCATED ON THE NORTHWEST LINE OF LOT 1 OF "SJM ESTATES", A SUBDIVISION RECORDED IN PLAT BOOK 200 PAGE 47 OF THE ABOVEMENTIONED RECORDS, THENCE ALONG THE NORTHWEST LINE OF SAID LOT 1, SOUTH 43°00'37" WEST, 248.09 FEET TO A POINT; THENCE LEAVING SAID NORTHWEST LINE AND PROCEEDING THE FOLLOWING COURSES, DISTANCES AND CURVES: ALONG AN ARC TO THE RIGHT, AN ARC LENGTH OF 74.64 FEET, A RADIUS OF 345.00 FEET, THE CHORD OF WHICH BEARS NORTH 61°45'39" WEST, 74.49 FEET; NORTH 88°00'37" EAST, 17.02 FEET; NORTH 43°00'37" EAST, 52.02 FEET; NORTH 88°00'37" EAST, 14.14 FEET; AND NORTH 43°00'37" EAST, 251.58 FEET TO A POINT LOCATED ON THE WEST LINE OF THE ABOVEMENTIONED LOT 3; THENCE ALONG THE WEST LINE OF SAID LOT 3, SOUTH 02°31'04" WEST, 77.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 14,997 SQUARE FEET (0.3443 ACRES) MORE OR LESS.

EXHIBIT "A"

SHEET 3 of 3

PARTIAL EASEMENT RELEASE PLAT

A TRACT OF LAND BEING LOT 1 OF HAY BARN LANE (PLAT BOOK 179, PAGE 77), LOCATED IN U.S. SURVEYS 370 & 1978, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



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GLENN S. MAZURANIC
MO. REG. L.S. # 2610

2023092500195

CERTIFIED-FILED FOR RECORD

9/25/2023 9:17:40AM

Gerald Smith
Recorder of Deeds
COUNTY OF ST. LOUIS, MISSOURI

PAGES: 5
RECORDING FEE: \$33.00

THIS DOCUMENT WAS ERECORDED

Gerald Smith, Recorder of Deeds
ST. LOUIS COUNTY MISSOURI
41 S Central Ave, Clayton, MO 63105

Type of Instrument: PARTIAL RELEASE

Grantor: UNION ELECTRIC CO

Grantee: LOBERG, DERRILL S

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the **TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected** is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, **the ATTACHED DOCUMENT governs**. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

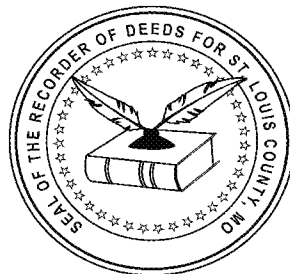
STATE OF MISSOURI)
 SS.
COUNTY OF ST. LOUIS)

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 5 pages, (this page inclusive), was filed for record in my office on the 25 day of September 2023 at 9:17 am and is truly recorded as the document number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

OB

Deputy Recorder



Gerald E. Smith

Recorder of Deeds
St. Louis County, Missouri

REMS INFORMATION

Agreement ID: UEC-202309-49943

Project ID: 64075

PARTIAL RELEASE OF EASEMENT
(Electric)

15 Haybarn Lane
Chesterfield
Ellisville District/Meramec Division
Locator No. 19S640657

KNOW ALL MEN BY THESE PRESENTS, this 19 day of September, 2023 that **UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI**, a Missouri corporation (hereinafter "Ameren"), is the holder, as original grantee, of that certain easement (hereinafter "Easement") granted by DERRILL S. LOBERG ("Grantor"), dated April 27, 1979 and recorded June 8, 1979 at Plat Book 192, Page 1, in the Office of the Recorder of Deeds, for the County of St. Louis, State of Missouri, affecting the following described land in U.S. Survey 370, Township 45 North, Range 4 East of the 5th Principal Meridian in St. Louis County, State of Missouri, to-wit:

U. S. Survey 370, Township 45 North, Range 4 East of the 5th Principal Meridian;

WHEREAS, Ameren, as holder of said Easement, intends to release a PART of the Easement.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100th Dollars (\$10.00), the receipt of which is hereby acknowledged, Ameren hereby releases only that PART of the Easement that is described as follows:

A twenty (20) foot wide strip of land being of a tract of land in Lot One (1), Lot Two (2), and Lot Three (3) of HAY WAIN a Subdivision in U. S. Survey 370, Township 45 North, Range 4 East in St. Louis County, Missouri; described in Plat Book 192, Page 1 of the St. Louis County, Missouri, Records.

The twenty (20) foot wide strip of land is further hachured on the drawing attached hereto marked Exhibit "A" and made a part hereof .

It is expressly understood and agreed that this Partial Release of Easement is executed only for the purpose of releasing that PART of said Easement particularly described above and that the Easement on the

remaining or unreleased portions of the premises described in said Easement are hereby reserved unto Grantee and remain in full force and effect.

IN WITNESS WHEREOF, Ameren has hereunto caused this Partial Release of Easement to be executed on the date hereinabove written.

UNION ELECTRIC COMPANY d/b/a AMEREN MISSOURI

By: Janice Wenzel

Name: JANICE WENZEL

Title: DIRECTOR

ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF MISSOURI
COUNTY OF ST. LOUIS
OR CITY OF ST. LOUIS

} SS

On this 19 day of September, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared (print or type names of signatories):

JANICE WENZEL

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Capacity Claimed By Signator(s)			
<input type="checkbox"/> Individual(s)	<input checked="" type="checkbox"/> Corporate	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partner(s)
<input type="checkbox"/> Trustee(s)	Title(s) of Officer(s):	Member(s)/Manager(s):	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Executor(s)	<u>Janice Wenzel</u>	_____	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Administrator(s)	<u>Director, Real Estate</u>	_____	<input type="checkbox"/> Other (Specify Below):
<input type="checkbox"/> Attorney-In-Fact	_____	_____	_____
<input type="checkbox"/> Conservator(s)	_____	_____	_____
<input type="checkbox"/> Guardian(s)	_____	_____	_____

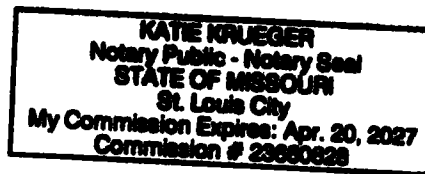
April 20, 2027
My Commission Expires

Katie Krueger
Notary Public

Affix Notary Stamp Below

Prepared By: Tanya Ross-Hester
Senior Real Estate Representative

Return To: Tanya Ross-Hester
tross-hester@ameren.com



TRH
WR#:
Facility Name:
one drive\trh-proe-15 haybarn lane
Original Easement Agreement PB 192 PG1
09/19/2023

2024020600178

CERTIFIED-FILED FOR RECORD

2/6/2024 9:39:54AM

Gerald Smith
Recorder of Deeds
COUNTY OF ST. LOUIS, MISSOURI

PAGES: 5
RECORDING FEE: \$33.00

Gerald Smith, Recorder of Deeds
ST. LOUIS COUNTY MISSOURI
41 S Central Ave, Clayton, MO 63105

Type of Instrument: VACATION
Grantor: SOUTHWESTERN BELL TELEPHONE COMPANY
Grantee: LOMBARDO HOMES OF ST LOUIS LLC

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 5 pages, (this page inclusive), was filed for record in my office on the 6 day of February 2024 at 9:39 am and is truly recorded as the document number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

BTG

Deputy Recorder



Recorder of Deeds
St. Louis County, Missouri



DocId:20319738

Tx:40228302

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: EASEMENT RELEASE

DATE OF DOCUMENT: December 4, 2023

GRANTOR : **Southwestern Bell Telephone Company**
d/b/a AT&T Missouri
Mailing Address: 12930 Olive Boulevard
Creve Coeur, Missouri 63141


GRANTEE : **Lombardo Homes of St. Louis, LLC**
Mailing Address: 4 Research Park Drive, Suite 130
St. Charles, Missouri 63304

SITE ADDRESS: 15 Haybarn Lane
Chesterfield, Missouri 63017

REFERENCED INSTRUMENT: Plat Book 192, Page 1

PARCEL I.D. NUMBERS: **Part of 19S640657**

LEGAL DESCRIPTION: **A tract of land being Lots 1, 2 and 3 of Hay Win (Plat Book 192, Page 1), located in U.S. Surveys 370 and 1978, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri.**





**SOUTHWESTERN BELL TELEPHONE COMPANY
RELEASE OF EASEMENT**

Executed: 1204-23

THIS RELEASE OF EASEMENT, entered into by **SOUTHWESTERN BELL TELEPHONE COMPANY, d/b/a AT&T MISSOURI**, (12930 OLIVE BLVD, CREVE COEUR, MO 63141), GRANTOR, Lombardo Homes of St. Louis LLC, GRANTEE, wherein GRANTOR in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of a certain easement for telecommunication purposes hereinafter described that affects land owned by GRANTEE situated in City of Chesterfield, ST. LOUIS COUNTY, MISSOURI, and described as follows:

#15 HAYBARN LN. (LOTS 1, 2 & 3)


Said land of GRANTEE being subject to: A TRACT OF LAND BEING LOTS 1, 2, AND 3 OF HAY WIN (PLAT BOOK 192, PAGE 1), LOCATED IN U.S. SURVEYS 370, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

The area of said easements to be hereby released is described as follows: The area depicted as hachured (//////////) on the Easement Release Plat, marked Exhibit "A" and Exhibit "B", attached hereto and made a part thereof.

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE(S), their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 4 day of December 2023.

SOUTHWESTERN BELL TELEPHONE
COMPANY (d/b/a AT&T MISSOURI)




Name: JEFFREY A. KEMPFER

Title: MGR., OSP PLNG & ENGRG DESIGN

THE STATE OF MISSOURI
COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, on this day personally appeared JEFFREY A KEMPFER, known to me to be the person whose name is subscribed to the foregoing instrument as the MGR., OSP PLANNING AND ENGINEERING DESIGN of SOUTHWESTERN BELL TELEPHONE COMPANY (d/b/a AT&T Missouri), a corporation, and acknowledged to me that he executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 04 day of December 2023.



Notary Public





DocId:20289119

Tx:40174720

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: EASEMENT RELEASE

DATE OF DOCUMENT: July 28, 2023

GRANTOR : **Charter Communications Entertainment I, LLC**
Mailing Address: 941 Charter Commons Drive
Town & Country, Missouri 63017

GRANTEE : **Lombardo Homes of St. Louis, LLC**
Mailing Address: 4 Research Park Drive, Suite 130
St. Charles, Missouri 63304

SITE ADDRESS: 1 & 15 Haybarn Lane
Chesterfield, Missouri 63017

REFERENCED INSTRUMENT: Plat Book 179, Page 77

PARCEL I.D. NUMBERS: 19S640152 & 19S640657

LEGAL DESCRIPTION: A tract of land being Lots 1 and 3 of Hay Barn Lane (Plat Book 179, Page 77), located in U.S. Surveys 370 and 1978, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri.

VACATION OF EASEMENT

WHEREAS, an easement for broadband cable communications placement within the dedicated utility easement has been granted to Charter Communications Entertainment I, LLC ("Charter"), **The Grantor** located at 941 Charter Commons Town & Country, MO 63017 by St. Louis County, Missouri for a tract of Land being Lots 1 and 3 of Hay Barn Lane (PB179, PG77) and Lots 1, 2, & 3 of Hay Wain (PB192, PG1) located in US Survey 370 and 1978, Township 45 North, Range 4 East of the 5th Principal Meridian, city of Chesterfield, St Louis County, Missouri; and it is the purpose and intent of Charter to release a portion of such easement rights.

NOW THEREFORE, Charter does hereby relinquish and release that portion of its easement rights to **Grantee**, Lombard Homes of St Louis LLC, to place or maintain permanent facilities within the noted area of the easement shown on **Exhibit A**. Except for the release of the hatched area described herein, the remaining easement rights and interests granted to Charter pursuant to the aforementioned plat shall remain in full force and effect.

IN WITNESS THEREOF, Charter has caused this document to be executed as of the 28th day of July 2023.

Charter Communications Entertainment I, LLC, a Delaware limited liability company
By its manager: Charter Communications, Inc., a Delaware corporation

By: 
Robert Burton

Title: Field Operations AVP, Charter Communications Entertainment I, LLC

STATE OF MISSOURI)

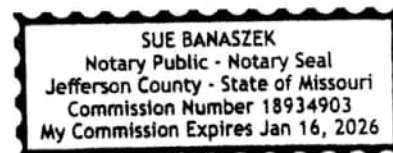
COUNTY OF ST. LOUIS)

On this 28th day of July 2023, before me appeared Robert Burton, who being by me duly sworn, did say that he is an Area Vice President of Charter Communications Inc., a Delaware corporation, that this instrument was signed on behalf of said company by authority of its board of directors, and that Robert Burton declared that his signature placed hereon was the free act and deed of said company.

IN TESTIMONY WHEREOF, I have here unto set my hand on the day and year and in the County and State last written above.


Sue Banaszek - Notary Public

My Commission Expires:



2023081500207

CERTIFIED-FILED FOR RECORD
8/15/2023 9:33:46AM

GERALD E. SMITH
RECORDER OF DEEDS
COUNTY OF ST. LOUIS, MISSOURI

PAGES: 4
RECORDING FEE: \$30.00

GERALD E. SMITH, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 S. CENTRAL AVE., CLAYTON, MO 63105-1799

Type of Instrument: RELEASE
Grantor: MISSOURI AMERICAN WATER COMPANY
Grantee: LOBERG, DERRILL S

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the **TYPE OF INSTRUMENT**, the **NAMES of the GRANTOR and GRANTEE** as well as the **DESCRIPTION of the REAL PROPERTY affected** is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the **ATTACHED DOCUMENT** governs. Only the **DOCUMENT NUMBER**, the **DATE** and **TIME** of filing for record of the recorded Document is taken from this **CERTIFICATION SHEET**.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 4 pages, (this page inclusive), was filed for record in my office on the 15 day of August 2023 at 9:33 am and is truly recorded as the document number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

OB
Deputy Recorder



Gerald E. Smith
Recorder of Deeds
St. Louis County, Missouri

3



DocId:20289120

Tx:40174720

DEED OF RELEASE OF EASEMENT INTERESTS

This instrument made this 29th day of MARCH, 2023.

WHEREAS, on the 8th day of June, 1979, Derrill S. Loberg, a single person of the County of St. Louis, granted to Missouri-American Water Company, formerly known as St. Louis County Water Company, a Missouri corporation, its successors and assigns, an easement(s) 20' wide on ***Lots 1, 2 and 3 of Hay Wain*** Subdivision, as recorded in Plat Book 192, Page(s) 1, of the St. Louis County, Missouri Records, (herein after "**Existing Grant**"); and,

WHEREAS, the Missouri-American Water Company has been requested to grant a release of said **Existing Grant** described above; and,

WHEREAS, the Missouri-American Water Company is willing to grant such release of said **Existing Grant** described above;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to the Missouri-American Water Company by Lombardo Homes of St. Louis, LLC., a Missouri Limited Liability Corporation the receipt of which is hereby acknowledged, the Missouri-American Water Company by this instrument, does hereby remise and release **Existing Grant**, specifically as shown hachured /// on the attached drawing marked Exhibit "A".

IN WITNESS WHEREOF, the Missouri American Water Company has caused these presents to be signed by its Construction Manager this 29th day of MARCH, 2023.

2023041300064

CERTIFIED-FILED FOR RECORD
4/13/2023 7:04:27AM

GERALD E. SMITH
RECORDER OF DEEDS
COUNTY OF ST. LOUIS, MISSOURI

PAGES: 4
RECORDING FEE: \$30.00

THIS DOCUMENT WAS ERECORDED

GERALD E. SMITH, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 S. CENTRAL AVE., CLAYTON, MO 63105-1799

Type of Instrument: RELEASE
Grantor: SPIRE MISSOURI INC
Grantee: LOMBARDO HOMES OF ST LOUIS LLC

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the **TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected** is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, **the ATTACHED DOCUMENT governs**. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

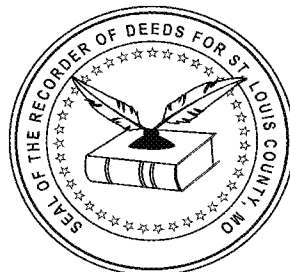
STATE OF MISSOURI)
SS.)
COUNTY OF ST. LOUIS)

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 4 pages, (this page inclusive), was filed for record in my office on the 13 day of April 2023 at 7:04 am and is truly recorded as the document number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

JS

Deputy Recorder



Gerald E. Smith

Recorder of Deeds
St. Louis County, Missouri

FULL RELEASE OF EASEMENT

THIS INSTRUMENT, made this 12 day of Nov, 2023,

WITNESSETH THAT:

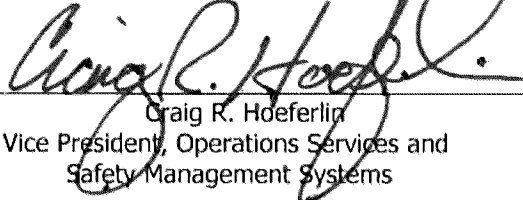
WHEREAS, there has heretofore been granted to **SPIRE MISSOURI INC.**, a Missouri corporation, ("**GRANTOR**"), easement(s) ("**Easements**") in certain land located within a tract of land being Lots 2 and 3 of Hay Wain, a subdivision recorded in Plat Book 192 at Page 1 and further described in Deed Book 7084 at Page 2138 of the St. Louis County, Missouri Records wherein the nature and extent of the Easements and the lands affected are described; and

WHEREAS the present owner, LOMBARDO HOMES OF ST. LOUIS, LLC. ("**GRANTEE**") of the lands so affected, has requested that **GRANTOR** release the Easements, and **GRANTOR** is willing to do so to the extent hereinafter described.

NOW THEREFORE, in consideration of One Dollar (\$1.00) in hand paid to **GRANTOR** by said **GRANTEE**, the receipt of which is hereby acknowledged, **GRANTOR** hereby RELEASES AND QUITCLAIMS to said **GRANTEE** all of **GRANTOR'S** right, title and interest in and to the Easements as shown hatched on "Exhibit A" and titled 'Easement Release Plat'.


IN WITNESS WHEREOF, **GRANTOR** has caused this instrument to be signed by its Vice President, Operations Services and Safety Management Systems the day and year first above written.

SPIRE MISSOURI INC.




Craig R. Hoefler
Vice President, Operations Services and
Safety Management Systems

Legal Dept. Approval to Form: 
MJA

Engineering Dept. Approval: 
WBL

System Planning Approval: 
TRN

Right of Way Dept. Approval: 
AS

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

On the 12 day of April, 2023, before
me, John Lair, a notary public in and for said state,
appeared Craig R. Hoferlin, to me personally known, who being by me duly sworn, did say that he is the
Vice President, Operations Services and Safety Management Systems of SPIRE MISSOURI INC., and that
said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors
and said Craig R. Hoferlin acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires: 1/29/2026

[Signature]

Notary Public
John Lair

Printed Name

JOHN LAIR
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Jan. 29, 2026
Commission #18103602

UNFINISHED BUSINESS

There is no unfinished business scheduled for this meeting.

NEW BUSINESS

A. President Pro-Tem Selection

At the first regular meeting of the Council after the election in each year, which meeting shall occur at the time fixed by ordinance, but shall not be later than the fourth Tuesday in April, the Council shall elect one of its members President Pro-Tem who shall hold his/her office for the term of one (1) year, and who, in the absence of the Mayor, shall preside at the meetings of the Council; provided that in the absence of the Mayor and the President Pro-Tem, the Council may select one of its members present to preside at such meetings, who shall be styled "Acting President Pro-Tem."

B. Standing Committees (optional)

The newly elected President Pro-Tem shall appoint members of the Council to committees and designate Committee Chairpersons for each Standing Committee, subject to the approval of the City Council by formal vote taken not later than the first City Council meeting in May of every year. The new President Pro-Tem MAY be prepared to offer a Committee Slate for approval by the whole City Council but is not obligated to do so until the first Council meeting in May.

EXECUTIVE SESSION

An Executive Session (closed meeting) has been scheduled to take place immediately following the Agenda Review Meeting, on April 16, 2024, which itself is scheduled to begin at 5:45 pm.

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

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

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

RSMo 610.021 (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor.

If you have any questions or comments, please feel free to contact me prior to Tuesday's meeting.