



**AGENDA**  
**CITY COUNCIL MEETING**  
**Chesterfield City Hall**  
**690 Chesterfield Parkway West**  
**Monday, May 6, 2024**  
**7:00 PM**

- I. CALL TO ORDER** – President PRO-TEM Dan Hurt
- II. PLEDGE OF ALLEGIANCE** – President PRO-TEM Dan Hurt
- III. MOMENT OF SILENT PRAYER** – President PRO-TEM Dan Hurt
- IV. ROLL CALL** – City Clerk Vickie McGownd
- V. APPROVAL OF MINUTES** – President PRO-TEM Dan Hurt
  - A. Executive Session Minutes** – April 16, 2024
  - B. City Council Meeting Minutes** – April 16, 2024
- VI. INTRODUCTORY REMARKS** – President PRO-TEM Dan Hurt
  - A. Thursday, May 9, 2024 – Planning & Public Works (5:30pm)**
  - B. Monday, May 13, 2024 – Finance & Administration (5:30pm)**
  - C. Monday, May 20, 2024 – City Council (7:00pm)**
  - D. Wednesday, May 22, 2024 – Parks Recreation and Arts (5:30pm)**
- VII. COMMUNICATIONS AND PETITIONS** – President PRO-TEM Dan Hurt
  - A. Citizen of the Year 2023** – Rob Kilo  
(Temporary Adjournment for Citizen of the Year Reception)
- VIII. APPOINTMENTS** – President PRO-TEM Dan Hurt

## IX. COUNCIL COMMITTEE REPORTS

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

1. **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. **(Second 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. **Bill No. 3505 - P.Z. 03-2024 Chesterfield Village Mall:**  
An ordinance amending City of Chesterfield ordinance 3255 to add an additional 16.679-acres of land zoned “C-8” Planned Commercial to an existing 96.017-acres of land zoned “PC&R” Planned Commercial and Residential District located south of Interstate 64, west of Clarkson Road, and east of Chesterfield Parkway.  
**(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**
  
3. **13426 Olive Blvd. (Total Access Urgent Care) Sign Package:** A sign package for 13426 Olive Blvd. located on 3.19-acre tract of land located south of Olive Boulevard and east of north of Woods Mill Road, zoned “PC”- Planned Commercial District. **(Voice Vote) Planning Commission Recommends approval with the amendment to allow only one sign on west elevation that shall not exceed 5% of building elevation, and two signs on north elevation. Green Sheet Amendment recommended by Planning & Public Works Committee with the recommendation of a maximum of three wall signs. No more than two wall signs shall be permitted on north elevation and no more than one on west elevation. Cumulative sign area on the western elevation shall not exceed 5% of the building elevation.**
  
4. **Next Meeting – May 9, 2024**

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

1. **Next Meeting – May 13, 2024**

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

**1. Next Meeting – May 22, 2024**

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

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

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

**A. Bid Recommendation – Accessible Sidewalk Ramp Improvement Project**

Recommendation to accept the low bid submitted by Spencer Contracting and to authorize the City Administrator to enter into an agreement with Spencer Contracting in an amount not to exceed \$55,000.00 for the Accessible Sidewalk Ramp Improvement Project. \$41,900.00 of this cost will be reimbursed to the City of Chesterfield through the CDBG Program. **(Roll Call Vote) Department of Public Works recommends approval.**

**XI. OTHER LEGISLATION**

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

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

**C. 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. **(Second Reading) Planning & Public Works Committee recommends approval.**

**D. 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. **(Second Reading) Planning & Public Works Committee recommends approval.**

**E. Bill No. 3506 - Boundary Adjustment Plat - 530-550 N. Eatherton Road**

An ordinance providing for the approval of a Boundary Adjustment Plat for the consolidation of two parcels totaling 32.93-acres zoned "PI" Planned Industrial (17w130064, 17w130075). (**First & Second Reading**)  
**Department of Planning recommends approval.**

## **XII. UNFINISHED BUSINESS**

## **XIII. NEW BUSINESS**

## **XIV. ADJOURNMENT**

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

***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.**



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

| DATE      | CHECK # | VENDOR  | DESCRIPTION   | CHECK AMT    | FUND |
|-----------|---------|---|---|--------------|------|
| 4/11/2024 | 52070   | JOHN DEERE CO.                                | PURCHASE OF DECK MOWER TO MAINTAIN FESCUE TURF AT CVAC AND IN THE PARKS                         | \$ 21,912.28 | 119  |
| 4/18/2024 | 52113   | BIZON GROUP INC. DBA CONEXWEST                | 20' SHIPPING CONTAINER TO STORE COMMUNITY CENTER ITEMS AND OTHER RECREATION EQUIPMENT AS NEEDED | 6,194.00     | 119  |
| 4/18/2024 | 52140   | RONALD E GABLE                                | CVAC AMENITIES - CUSTOM 10X12 INGROUND MOUNT-SHADE STRUCTURE                                    | 13,770.00    | 119  |
| 4/25/2024 | 52158   | LANDMARK SIGN COMPANY LLC                     | FIELD FLAGS IDENTIFIER SIGNS AND FABRICATE POLE BANNERS   | 5,380.68     | 119  |
| 4/25/2024 | 52160   | LOGIC SYSTEMS PRODUCTION, LLC                 | SOUND AND LIGHTS FIXTURES FOR CONCERTS  | 7,228.75     | 119  |
| 4/4/2024  | 71903   | AMCON MUNICIPAL CONCRETE, LLC                 | 2024 CONCRETE SLAB REPLACEMENT PROJECT B PROGRESS PAYMENT                                       | 148,821.69   | 120  |
| 4/4/2024  | 71904   | AMCON MUNICIPAL CONCRETE, LLC                 | 2024 SIDEWALK REPLACEMENT PROJECT A PROGRESS PAYMENT  | 184,227.80   | 120  |
| 4/4/2024  | 71910   | CELLEBRITE, INC.                              | SUBSCRIPTION - FOR POLICE TO COLLECT, REVIEW, ANALYZE, AND MANAGE DIGITAL DATA                  | 6,100.00     | 121  |
| 4/4/2024  | 71916   | DELTA DENTAL OF MISSOURI                      | APRIL 2024 DENTAL INSURANCE PREMIUMS  | 9,499.19     | 001  |
| 4/4/2024  | 71919   | ELCO CHEVROLET, INC.                          | MAINTENANCE REPAIRS FOR VEHICLE S-58  | 5,125.96     | 001  |
| 4/4/2024  | 71920   | ENERGY PETROLEUM CO.                          | REGULAR GASOLINE PURCHASES (MID RFG GASOLINE 89 OCT) (7061 GALLONS)                             | 22,011.76    | 001  |
| 4/4/2024  | 71921   | FLOCK GROUP INC.                              | AUTOMATED LICENSE PLATE READER CAMERAS ANNUAL CONTRACT  | 11,801.37    | 121  |
| 4/4/2024  | 71936   | MC KELVEY HOMES                               | LOT CASH ESCROW RELEASE-WWV, LOTS 16, 17, 22, 25, 26  | 7,500.00     | 808  |
| 4/4/2024  | 71957   | ST. LOUIS AREA HEALTH INSURANCE TRUST-MEDICAL | APRIL 2024 HEALTH INSURANCE PREMIUMS  | 222,389.61   | 001  |
| 4/11/2024 | 71978   | DOUBLETREE                                    | 2024 CITIZEN BIENNIAL RECOGNITION DINNER  | 7,172.50     | 001  |
| 4/11/2024 | 72010   | SEI INC.                                      | ANNUAL SERVER HARDWARE WARRANTY AGREEMENT   | 6,000.00     | 001  |
| 4/11/2024 | 72019   | THE HARTFORD-PRIORITY ACCOUNTS                | APRIL 2024 GROUP LIFE, LTD, STD, VOL LIFE, ACCIDENT, AND CRITICAL ILLNESS INSURANCE             | 14,587.29    | 001  |
| 4/11/2024 | 72022   | TOPE INC.                                     | 14671 BROOK HILL - SEWER REPAIR   | 5,382.00     | 110  |
| 4/18/2024 | 72025   | WIRELESS USA                                  | POLICE VEHICLE CHANGEOVER   | 7,443.95     | 121  |
| 4/18/2024 | 72027   | BENJAMIN F. KLOOS                             | JANUARY-MARCH 2024 ALTERNATE COURT AND CONFLICT CASE SERVICES                                   | 5,400.00     | 001  |
| 4/18/2024 | 72031   | ALTEC INDUSTRIES INC.                         | MAINTENANCE REPAIRS TO S-194  | 6,133.15     | 001  |
| 4/18/2024 | 72036   | AMEREN MISSOURI                               | 690 CHESTERFIELD PKWY W-0627147004  | 9,474.54     | 001  |
| 4/18/2024 | 72038   | ASPIRE CONSTRUCTION SERVICES, LLC             | 2024 PUBLIC WORKS FACILITY MEZZANINE IMPROVEMENTS PROGRESS PAYMENT                              | 5,328.73     | 120  |
| 4/18/2024 | 72040   | BOBCAT COMPANY                                | SKID STEER AND PLANER PURCHASE (REPLACEMENT)  | 55,341.19    | 001  |
| 4/18/2024 | 72043   | COMPASS MINERALS AMERICA INC                  | PURCHASE AND DELIVERY OF DEICING SALT 1/30/2024   | 50,513.21    | 001  |
| 4/18/2024 | 72044   | COMPASS MINERALS AMERICA INC                  | PURCHASE AND DELIVERY OF DEICING SALT 1/31/2024   | 54,809.85    | 001  |
| 4/18/2024 | 72045   | COMPASS MINERALS AMERICA INC                  | PURCHASE AND DELIVERY OF DEICING SALT 2/1/2024  | 20,677.14    | 001  |
| 4/18/2024 | 72052   | GAMMA'S SHIELD SHADE TREE INC                 | 2024 STREET TREE AND STUMP REMOVALS   | 8,255.00     | 001  |
| 4/18/2024 | 72056   | HESSE GRAVILLE, LLC                           | MARCH 2024 LEGAL AND PROFESSIONAL SERVICE FEES  | 21,256.25    | 001  |
| 4/18/2024 | 72075   | ST. LOUIS COUNTY MISSOURI - POLICE DEPT       | COMMUNICATIONS CONTRACT FOR THE POLICE DEPARTMENT COMPUTER ASSISTED REPORT ENTRY SYSTEM         | 17,734.32    | 121  |
| 4/25/2024 | 72082   | TOPE INC                                      | 14606 BRITANIA - SEWER REPAIR   | 7,422.00     | 110  |
| 4/25/2024 | 72089   | ARMSTRONG TEASDALE LLP                        | TSG-PROFESSIONAL SERVICES THROUGH JANUARY 31, 2024  | 24,417.50    | 001  |
| 4/25/2024 | 72090   | ARMSTRONG TEASDALE LLP                        | PROFESSIONAL SERVICES THROUGH JANUARY 31, 2024-DILLARD'S  | 14,840.00    | 001  |
| 4/25/2024 | 72094   | ENERGY PETROLEUM CO.                          | REGULAR GASOLINE PURCHASES (DIESEL AND #2 UTLRA) (7008 GALLONS)                                 | 22,448.59    | 001  |
| 4/25/2024 | 72095   | ENGELMEYER & PEZZANI, LLC                     | JANUARY 2024 CERTIFIED TRIAL SERVICES AND ALTERNATIVE COURTS                                    | 5,163.00     | 001  |
| 4/25/2024 | 72097   | FARINELLA NURSERY LANDSCAPE CONST. LLC        | 2024 STREET TREE PLANTING   | 58,760.00    | 001  |
| 4/25/2024 | 72110   | PITZER SNODGRASS, P.C.                        | ENERGY MARKETING 709 LLC VS CITY OF CHESTERFIELD, MISSOURI, ET A                                | 7,200.00     | 001  |
| 4/25/2024 | 72111   | PNC BANK                                      | MARCH-APRIL 2024 PNC MONTHLY CREDIT CARD STATEMENT  | 14,452.71    | 001  |
| 4/25/2024 | 72119   | SPIRE ENERGY                                  | 690 CHESTERFIELD PKWY W-3433311000  | 6,614.88     | 001  |
| 4/25/2024 | 72124   | TIMBERLINE PROFESSIONAL TREE CARE LLC         | 2024 STREET TREE AND STUMP REMOVALS   | 6,735.00     | 001  |
| 4/25/2024 | 72125   | TODD BENDER                                   | RELEASE OF LANDSCAPE SURETY, 16939 WILD HORSE CREEK RD.   | 6,579.96     | 808  |

\$ 1,142,105.85

Respectfully submitted by,  
Jeannette Kelly, Director of Finance



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



## **RECORD OF PROCEEDING**

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

**APRIL 16, 2024**

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

President Pro-Tem Mary Ann Mastorakos 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**

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

#### **ABSENT**

Mayor Bob Nation

#### **APPROVAL OF MINUTES**

The minutes of the March 18, 2024 City Council meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Hansen, to approve the March 18, 2024 City Council minutes. A voice vote was taken with an affirmative result (Councilmember Wahl abstained) and the motion was declared passed.

**INTRODUCTORY REMARKS**

President Pro-Tem Mastorakos announced that the next meeting of City Council is scheduled for Monday, May 6, at 7 p.m.

**COMMUNICATIONS AND PETITIONS**

President Pro-Tem Mastorakos recognized members of Girl Scout Troops 696 and 3796. Girl Scout Leader Dana Mulden Deffer was in attendance with Senior Girl Scouts from Marquette High School, working on their Public Policy Badges.

Ms. Linda Meeh, 200 Appaloosa Drive, representing Appaloosa Way subdivision, requested that the City consider amendments to municipal ordinances for fences, related to color and appearance, materials, maintenance and upkeep.

**APPOINTMENTS**

There were no appointments.

**SWEARING-IN CEREMONY**

President Pro-Tem Mastorakos recognized City Clerk Vickie McGownd. Ms. McGownd conducted the Swearing-In Ceremony for: Councilmember Mary Monachella – Ward I, Councilmember Mary Ann Mastorakos – Ward II; Councilmember Michael Moore – Ward III; and Councilmember Merrell Hansen – Ward IV.

**ROLL CALL**

A roll call was then re-taken, with the following results:

**PRESENT**

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

**ABSENT**

- Mayor Bob Nation

## **TEMPORARY ADJOURNMENT - RECEPTION**

President Pro-Tem Mastorakos temporarily adjourned the meeting at 7:25 p.m., for those in attendance to attend a reception for the re-elected officials.

The meeting was reconvened at 7:57 p.m.

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

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

Bill No. 3498            Adds 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**

Councilmember Merrell Hansen, Chairperson of the Planning & Public Works Committee, made a motion, seconded by Councilmember Monachella, for the first reading of Bill No. 3498.

Councilmember Hansen made a motion, seconded by Councilmember Moore, to amend Bill No. 3498 to incorporate the green sheet amendment, as recommended by the Planning and Public Works Committee, providing for a third entrance for emergency use only. A voice vote was taken with a unanimous affirmative result and the motion to amend was declared passed.

A voice vote was taken on the motion as amended, with a unanimous affirmative result, and the motion, as amended, was declared passed. Bill No. 3498 was read for the first time.

Councilmember Hansen announced that the next meeting of this Committee is scheduled for Thursday, April 18, at 5:30 p.m.

### **Finance & Administration Committee**

Councilmember Michael Moore, Chairperson of the Finance & Administration Committee, indicated that there were no action items scheduled on the agenda for this meeting.

## **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 the 2024 Asphalt Mill and Overlay Project. Based upon review of information provided by Director of Public Works/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending approval of the lowest and best bid from E. Meier Contracting for the 2024 Asphalt Mill and Overlay Project and authorization for the City Administrator to execute a contract in an amount not to exceed \$1.3 million; and concurrently approving allocation of the remaining budgeted funds in the amount of \$500,000 to a change order with Amcon Municipal Concrete for additional concrete slab and sidewalk work. Councilmember Moore made a motion, seconded by Councilmember Hansen, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Hurt, McGuinness, Mastorakos, Monachella, Wahl, Moore, Hansen and Budoor. Nays – None. Whereupon President Pro-Tem Mastorakos declared the motion passed.

Mr. Geisel reported that Staff is recommending award of a contract for the St. Louis Metro American Public Works Association (APWA) Salt Cooperative. Based upon review of information provided by Director of Public Works/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending approval of the negotiated renewal pricing for the APWA Salt Cooperative from Compass Minerals for the 2024-2025 winter season, at a unit price of \$87.41 per ton, which represents a four percent increase over current pricing. The City of Chesterfield does not anticipate purchasing any deicing salt for the fall delivery and if a winter/spring order is necessary, there is an existing purchase order, authorized last year, for deicing salt that has not been fully consumed. Councilmember Hurt made a motion, seconded by Councilmember Moore, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Monachella, McGuinness, Moore, Budoor, Mastorakos, Wahl, Hurt and Hansen. Nays – None. Whereupon President Pro-Tem Mastorakos declared the motion passed.

Mr. Geisel reported that Napoli Brothers Pizza and Pasta, located at 17084 N. Outer Road, has requested a new liquor license for retail sale of all kinds of intoxicating liquor,

for consumption 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 Hansen made a motion, seconded by Councilmember Budoor, to approve issuance of a new liquor license to Napoli Brothers Pizza and Pasta. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

### **OTHER LEGISLATION**

Bill No. 3497            Provides 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**

Councilmember Budoor made a motion, seconded by Councilmember Hansen, for the first and second reading of Bill No. 3497. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3497 was read for the first and second time. A roll call vote was taken for the passage and approval of Bill No. 3497 with the following results: Ayes – Budoor, Moore, Wahl, Monachella, Mastorakos, McGuinness, Hansen and Hurt. Nays – None. Whereupon President Pro-Tem Mastorakos declared Bill No. 3497 approved, passed it and it became **ORDINANCE NO. 3287**.

Bill No. 3499            Accepts the donation of 15.9 Acres of Parkland from Lower Missouri River, LLC **(First Reading)**

Councilmember Hurt made a motion, seconded by Councilmember Budoor, for the first reading of Bill No. 3499. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3499 was read for the first time.

Bill No. 3500            Authorizes the sale of 16.95 acres of excess real estate to Staenberg Advisors LLC or its affiliates **(First Reading)**

Councilmember McGuinness made a motion, seconded by Councilmember Monachella, for the first reading of Bill No. 3500. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3500 was read for the first time.

Bill No. 3501            Authorizes 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**

Councilmember Budoor made a motion, seconded by Councilmember Hansen, for the first reading of Bill No. 3501. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3501 was read for the first time.

Bill No. 3502            Authorizes the City of Chesterfield to execute a contract with St. Louis County, Missouri for Vector Control Services and authorizes and directs 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**

Councilmember Moore made a motion, seconded by Councilmember Monachella, for the first reading of Bill No. 3502. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3502 was read for the first time.

Bill No. 3503            Provides for the approval of a Boundary Adjustment Plat for a 290.9-acre 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**

Councilmember Hansen made a motion, seconded by Councilmember Moore, for the first and second reading of Bill No. 3503. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3503 was read for the first and second time. A roll call vote was taken for the passage and approval of Bill No. 3503 with the following results: Ayes – Monachella, Hansen, Mastorakos, Wahl, Hurt, Moore, McGuinness and Budoor. Nays – None. Whereupon President Pro-Tem Mastorakos declared Bill No. 3503 approved, passed it and it became **ORDINANCE NO. 3288**.

Bill No. 3504            Vacates 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**

Councilmember Moore made a motion, seconded by Councilmember Monachella, for the first and second reading of Bill No. 3504. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3504 was read for the first and second time. A roll call vote was taken for the passage and approval of Bill No. 3504 with the following results: Ayes – Hansen, Budoor, Monachella, Hurt, Wahl, McGuinness, Mastorakos and Moore. Nays – None. Whereupon President Pro-Tem Mastorakos declared Bill No. 3504 approved, passed it and it became **ORDINANCE NO. 3289**.

### **UNFINISHED BUSINESS**

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

### **NEW BUSINESS**

President Pro-Tem Mastorakos opened the floor to receive nominations for President Pro-Tem for April 2024-April 2025. Councilmember Moore nominated Councilmember Dan Hurt to serve as President Pro-Tem for the term April 2024-April 2025, and Councilmember Hurt accepted the nomination. With no further nominations offered, a voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Hurt, in his capacity as the newly elected President Pro-Tem, announced the following proposed slate for the City Council Standing Committee assignments:

### **PLANNING AND PUBLIC WORKS COMMITTEE**

Councilmember Dan Hurt, Ward III – **CHAIRPERSON**  
Councilmember Mary Monachella, Ward I  
Councilmember Mary Ann Mastorakos, Ward II  
Councilmember Merrell Hansen, Ward IV

### **FINANCE AND ADMINISTRATION COMMITTEE**

Councilmember Barbara McGuinness, Ward I – **CHAIRPERSON**  
Councilmember Aaron Wahl, Ward II  
Councilmember Michael Moore, Ward III  
Councilmember Gary Budoor, Ward IV

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

Councilmember Gary Budoor, Ward IV – **CHAIRPERSON**  
Councilmember Mary Monachella, Ward I  
Councilmember Mary Ann Mastorakos, Ward II  
Councilmember Dan Hurt, Ward III



**PUBLIC HEALTH AND SAFETY COMMITTEE**

- Councilmember Aaron Wahl, Ward II – **CHAIRPERSON**
- Councilmember Barbara McGuinness, Ward I
- Councilmember Michael Moore, Ward III
- Councilmember Merrell Hansen, Ward IV

Councilmember McGuinness made a motion, seconded by Councilmember Moore, to approve the City Council Committee Assignments listed above for April 2024-April 2025.

Councilmember Budoor made a motion, seconded by Councilmember Wahl, to amend the proposed assignments by swapping Councilmember Budoor’s proposed seat on the Finance & Administration Committee with Councilmember Hansen’s proposed seat on the Public Health & Safety Committee. A voice vote was taken with a negative result [(2-6) Councilmembers Wahl and Budoor voted “Aye”]. The motion to amend was declared failed.

A voice vote was taken to approve the slate, as presented by newly-elected President Pro-Tem Hurt, with a unanimous affirmative result, and the motion was declared passed.

**ADJOURNMENT**

There being no further business to discuss, President Pro-Tem Mastorakos adjourned the meeting at 8:37 p.m.

\_\_\_\_\_  
President Pro-Tem Mary Ann Mastorakos

**ATTEST:**

\_\_\_\_\_  
Vickie McGownd, City Clerk

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

## **AGENDA REVIEW – MONDAY, MAY 6, 2024 – 6:00 PM**

An AGENDA REVIEW meeting has been scheduled to start at **6:00 PM, on Monday, May 6, 2024.**

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

## **UPCOMING MEETINGS/EVENTS**

- A. Thursday, May 9, 2024 – Planning & Public Works (5:30pm)**
- B. Monday, May 13, 2024 – Finance & Administration (5:30pm)**
- C. Monday, May 20, 2024 – City Council (7:00pm)**
- D. Wednesday, May 22, 2024 – Parks Recreation and Arts (5:30pm)**

## **COMMUNICATIONS AND PETITIONS**

- A. Citizen of the Year 2023 – Rob Kilo**  
(Temporary Adjournment for Citizen of the Year Reception)

## **APPOINTMENTS**

There are no appointments scheduled for Monday's meeting.

## **PLANNING AND PUBLIC WORKS COMMITTEE**

Chair: Councilmember Dan Hurt

- 1. 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. **(Second 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 has already been incorporated into the amended bill.**
  
- 2. Bill No. 3505 - P.Z. 03-2024 Chesterfield Village Mall:**  
An ordinance amending City of Chesterfield ordinance 3255 to add an additional 16.679-acres of land zoned “C-8” Planned Commercial to an existing 96.017-acres of land zoned “PC&R” Planned Commercial and Residential District located south of Interstate 64, west of Clarkson Road, and east of Chesterfield Parkway.  
**(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**
  
- 3. 13426 Olive Blvd. (Total Access Urgent Care) Sign Package:** A sign package for 13426 Olive Blvd. located on 3.19-acre tract of land located south of Olive Boulevard and east of north of Woods Mill Road, zoned “PC”- Planned Commercial District. **(Voice Vote) Planning Commission Recommends approval with the amendment to allow only one sign on west elevation that shall not exceed 5% of building elevation, and two signs on north elevation. Green Sheet Amendment recommended by Planning & Public Works Committee with the recommendation of a maximum of three wall signs. No more than two wall signs shall be permitted on north elevation and no more than one on west elevation. The cumulative sign area on the western elevation shall not exceed 5% of the building elevation.**
  
- 4. Next Meeting – May 9, 2024**



### **NEXT MEETING**

The next meeting of the Planning and Public Works Committee is scheduled for Thursday, May 9, 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 Monday’s meeting.

# MEMORANDUM

TO: Mike Geisel, City Administrator

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

SUBJECT: Planning & Public Works Committee Meeting Summary  
Thursday, April 18, 2024



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A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, April 18, 2024 in Conference Room 101.

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

Also in attendance were: Mayor Bob Nation; Councilmember Michael Moore (Ward III); Justin Wyse, Director of Planning; Jim Eckrich, Director of Public Works/City Engineer; Alyssa Ahner, Senior Planner; Shilpi Bharti, Planner; Theresa Barnicle, Recording Secretary; Tim Lowe, Representative for Dillard's; and Joe Godfrey, Representative for Total Access Urgent Care (Mr. Godfrey arrived at 5:45 p.m.).

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

## I. APPROVAL OF MEETING SUMMARY

### A. Approval of the March 21, 2024 Committee Meeting Summary

**Councilmember Mastorakos** made a motion to approve the Meeting Summary of March 21, 2024. The motion was seconded by Councilmember Hansen and **passed by a voice vote of 4-0**.

## II. UNFINISHED BUSINESS

At the request of Chair Hurt it was agreed to move Unfinished Business Item II.A to the end of the agenda.

## III. NEW BUSINESS

- A. **P.Z. 03-2024 Chesterfield Village Mall**: An ordinance amendment to add an additional 16.679-acre tract of land zoned "C-8" Planned Commercial to an existing 96.017-acre tract of land zoned "PC&R" Planned Commercial and Residential District located on the south side of Interstate 64, east of Chesterfield Parkway (Ward 2).

## **STAFF PRESENTATION**

Alyssa Ahner, Senior Planner, gave a presentation explaining the request to add an additional 16-acres of land zoned "C-8" Planned Commercial to an existing 96-acres of land zoned "PC&R" Planned Commercial and Residential District. The existing "PC&R" district was established in

2023 and is governed under Ordinance 3255. The proposed amendment would incorporate a connecting parcel into the District. Consent has been received from all applicable parties. The existing district was broken down into “Area 1”, “Area 2” and “Area 3”. The areas were then further broken down into conceptual parcels in order to allocate permitted uses and density. The proposed 16-acre parcel of land would be incorporated as “Area 4”. The permitted residential units for the existing district have already been allocated between the existing conceptual parcels thus the permitted uses for proposed “Area 4” would be limited to commercial development. The density of the commercial development for “Area 4” is a maximum of 280,000 square feet, which is the square footage of the existing building.

The primary purpose of including the additional land into the ordinance is to resolve zoning issues that have been identified during settlement discussions between the City of Chesterfield, Dillard’s, and TSG. Through this process, preliminary settlement has included a minor land swap between TSG and Dillard’s. The zoning amendment would prevent zoning issues that would arise from parcels with multiple zoning districts. As such, the proposed amendment has been drafted to allow similar development criteria (e.g. commercial uses only) for Area 4 (Dillard’s parcel) as exists today but under the PC&R District instead of the C-8 District.

### **DISCUSSION**

Chair Hurt stated that the only changes to the ordinance are the ones in red on the Attachment A. Dillard’s would be commercial only, which can be retail or office. All of the non-residential requirements in the original ordinance still stand.

There were no further questions or discussion on the issue.

**Councilmember Monachella made a motion to forward P.Z. 03-2024 Chesterfield Village Mall to City Council with a recommendation to approve.** The motion was seconded by Councilmember Hansen 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. 03-2024 Chesterfield Village Mall.]**

- B. POWER OF REVIEW: 13426 Olive Blvd. (Total Access Urgent Care):** A sign package for 13426 Olive Blvd. located on a 3.19-acre tract of land located south of Olive Boulevard and east of North Woods Mill Road, zoned “PC” – Planned Commercial (Ward 1).

### **STAFF PRESENTATION**

Shilpi Bharti, Planner, presented the project request for a sign package for a new construction building that will be occupied by Total Access Urgent Care. The applicant is requesting to add two (2) wall signs on the north and west side of the building. A total of four (4) wall signs are proposed for the development. On the north and west face, 41 square feet of sign will be placed on the tower and 67 square feet of sign will be placed on the horizontal elevation. The percentage of the two (2) proposed signs on the north elevation totals 7.25% of the total wall area, while the west elevation’s two (2) proposed signs will total 6.4% of the total wall area.

### **PLANNING COMMISSION REPORT**

Planning Commission reviewed the request on March 25, 2024. At that time, the Commission recommended approval of the request with one amendment. The amendment was to allow one sign on west elevation that shall not exceed 5% of building elevation, and two signs on north

elevation as presented by the applicant. The amended motion was approved by a vote of 8-1. The City Council has called for Power of Review under Section 405.02.200 of the City Code.

The Unified Development Code (UDC) of the City of Chesterfield requirement versus the proposed signs is detailed below.

|                        | Total signs | Total percentage of sign on each elevation          | Signs on each elevation |
|------------------------|-------------|---|-------------------------|
| <b>UDC requirement</b> | 2           | 5% of building elevation                            | 2 1,1,0,0               |
| <b>Proposed signs</b>  | 4           | 7.25% on north elevation and 6.4% on west elevation | 2,2,0,0                 |

### DISCUSSION

The council had some initial concerns about the fact that the proposed signage exceeds the UDC requirement.

Councilmember Monachella suggested decreasing the size of the sign to be below 7% due to being unfair to other businesses in the area who do comply with the code requirement of 5%.

Mayor Nation questioned whether the submittal was a suitable size that could be easily read from an appropriate distance without being unnecessarily large.

The committee raised concerns that there was a saturation of signage in the area, since there will already be signage wraps on the windows and a monument-style sign that will be installed by the driveway entrance.

Councilmember Hansen stated that she did not understand the need for any sign exceptions on this property. Since there is an abundance of signage around that intersection, she does not want that space to feel cluttered with excess signage, and stated that it might actually be more difficult for some to see it. She was in favor of following the code requirement of 5%.

Councilmember Mastorakos cited the example of the TAUC location at Clayton and Kehrs Mill Roads. That specific location has signage on three (3) sides, which she finds to be over the top to the point of being distracting. She agrees with Councilmember Hansen about following the code of 5%.

Petitioner Joe Godfrey, 13861 Manchester Road, speaking on behalf of Total Access Urgent Care (TAUC), addressed the committee expressing his reasoning for the proposed signage. He stated that the monument sign, as well as other signage, can be blocked by traffic. He stated his concern that if there is not clear signage on the building, someone who is not from the area may not know that they are an urgent care facility

**Councilmember Hansen made a motion to deny the request for this sign package which would keep to the code requirement of one sign on any two facades with each one not more than 5%. The motion was seconded by Councilmember Mastorakos, but failed by a voice vote of 1-3, with Councilmember Hansen being the only yes vote.**

**Councilmember Monachella made a motion to amend the Planning Commission's recommendation and forward to City Council a recommendation to approve as follows:**

The wall sign criteria shall permit a maximum of two (2) signs on the north facade that, when combined, are not to exceed 5% of the area of that elevation. The motion was seconded by Councilmember Mastorakos and **passed** by a voice vote of 3-1 with Councilmember Hansen being the one nay vote.

[Please see the attached report prepared by Shilpi Bharti, Planner, for additional information on **POWER OF REVIEW: 13426 Olive Blvd (Total Access Urgent Care).**]

Prior to entering Unfinished Business, Director of Public Works Eckrich notified the Committee of some upcoming items, including consideration of increasing the snow removal reimbursement for private streets, a crosswalk on Schoettler Road at Logan Park, and a request for permission to park on a portion of Burkhardt Place.

**II.A Chesterfield Valley Branding (Councilmember Hansen):** A proposal regarding installing signage at entry points into Chesterfield Valley to identify it as “Chesterfield Valley” or “The Valley” (Ward 4).

#### **DISCUSSION**

Councilmember Hansen brought up an item that was discussed briefly at the last meeting regarding installing signage at entry points into Chesterfield Valley and potentially branding the area as the Valley or Chesterfield Valley, with a reference to its rich history.

Councilmember Hansen stated that since the City is in the process of updating its website and logo, that it could be an appropriate time to install new signage and consider branding Chesterfield Valley. She presented the example of “The Hill” in St. Louis City.

Brief discussion ensued thereafter regarding the development of the City of Chesterfield and how Chesterfield Valley is an integral part of past and future development. Chair Hurt mentioned that our location is unique in that we have a residential area, a commercial area, an interstate, an airport, and the Missouri River.

Councilmember Monachella supports the idea, and believes we should update existing signage at City Limit locations so that there are more defined welcome markers as motorists are entering City limits. Mr. Eckrich indicated that the City currently has Chesterfield signage at major locations.

Councilmember Mastorakos stated that she would like to see more than just “The Valley” on the signage. She stated that our area is historically significant. Councilmember Hansen agreed, and mentioned that what our community is missing is a meaningful tagline that acknowledges our history of being a rich destination that has plentiful resources.

**This item brought up for discussion purposes only. Members of the City Council will discuss this further to establish a future direction for potential branding of Chesterfield Valley and the entire City of Chesterfield.**

#### **IV. OTHER**

Chair Hurt brought up the issue of the selection Officers and Committee Assignments for 2024-2025. Consensus was reached to add the issue to the next agenda.

**V. ADJOURNMENT** The meeting adjourned at 6:28 p.m.

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 12<sup>th</sup>, 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 12<sup>th</sup> 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.

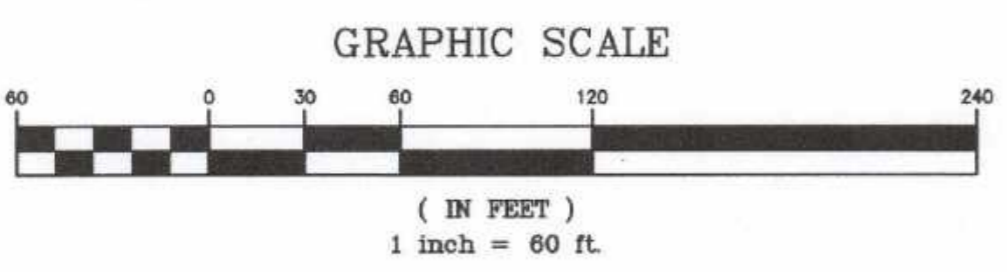
#### **V. ENFORCEMENT**

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.



**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                  |
| ⊕ | LIGHT STANDARD          | ⊕ | STORM MANHOLE              |
| ⊕ | ELECTRIC METER          | ⊕ | GRATED MANHOLE             |
| ⊕ | ELECTRIC MANHOLE        | ⊕ | STORMWATER INLET           |
| ⊕ | ELECTRIC PEDESTAL       | ⊕ | GRATED STORMWATER INLET    |
| ⊕ | ELECTRIC SPURCE BOX     | ⊕ | SANITARY MANHOLE           |
| ⊕ | ELECTRIC BREAKER        | ⊕ | TREE                       |
| ⊕ | GAS DRIP                | ⊕ | BUSH                       |
| ⊕ | GAS METER               | ⊕ | TRAFFIC SIGNAL             |
| ⊕ | GAS VALVE               | ⊕ | PARKING METER              |
| ⊕ | TELEPHONE MANHOLE       | ⊕ | STREET SIGN                |
| ⊕ | TELEPHONE PEDESTAL      | ⊕ | SPRINKLER                  |
| ⊕ | TELEPHONE SPURCE BOX    | ⊕ | MAIL BOX                   |
| ⊕ | CABLE TV PEDESTAL       |   |                            |

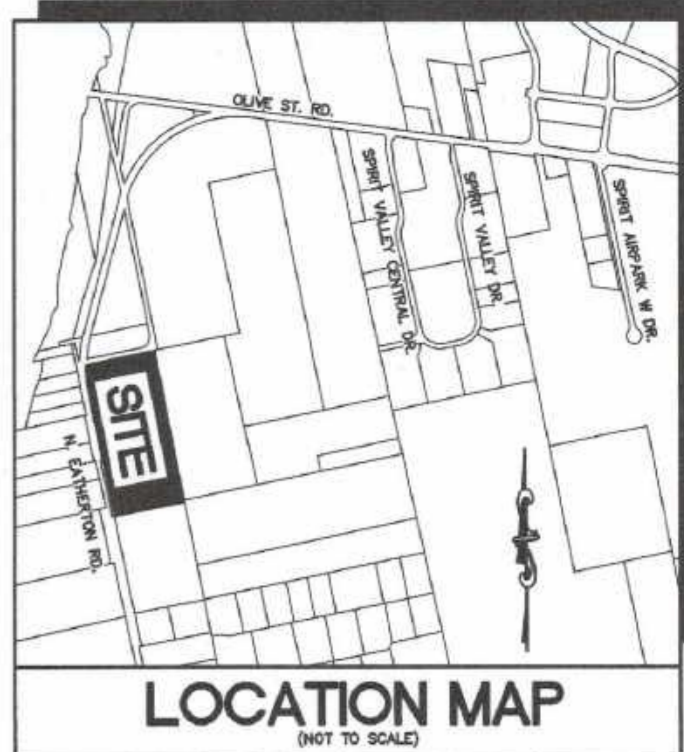


# ALTA/NSPS LAND TITLE SURVEY

A TRACT OF LAND BEING PART OF LOT 2 OF OF E. KROENUNG ESTATE AS RECORDED IN PLAT BOOK 11, PAGE 11 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**

|        |   |                          |
|--------|---|--------------------------|
| C.O.   | - | CLEANOUT                 |
| DB.    | - | DEED BOOK                |
| FL     | - | FLOWLINE                 |
| F.     | - | FEET                     |
| FND.   | - | FOUND                    |
| G.     | - | GAS                      |
| M.H.   | - | MANHOLE                  |
| N/F    | - | NOW OR FORMERLY          |
| PL.    | - | PLAY BOOK                |
| P.C.   | - | PLAT BOOK                |
| 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                    |
| (85°)  | - | RIGHT-OF-WAY WIDTH       |



**ST. LOUIS COUNTY BENCHMARK**

BENCHMARK # 1108 NAVD83(2011a) Elev = 461.10

"Standard Aluminum Disk" stamped S-41 1980 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 80' north of the east pipeline marker. Approximately 1.1 mile south of the intersection of Olive Street Road and Eatherton Road.

**Notes:**

(1) Stock and Associates Consulting Engineers, Inc. used exclusively Chicago Title Insurance Company, issuing Office Clear Title Group, CTG-2023 04 0543 CML, revision 4, with an effective date of March 28, 2023 at 9:01 AM for research of encumbrances and easements. 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:

Barbara J. Maloney, Anna C. Molina, Lisa M. Brasher and Georgia N. Brasher

(3) Title Commitment No. CTG-2023 04 0543 CML, revision 4, with Schedule B-Section 2 exceptions:

Item No. 9 Easement Deed granted to St. Charles Sand Company, as set forth in instrument recorded in Book 6033 at Page 292, in the land records of St. Louis County, Missouri. "NOT SHOWN" Does not affect subject property

Item No. 10 Easement granted to Union Electric Company, as set forth in instrument recorded in Book 6375 at Page 1395, in the land records of St. Louis County, Missouri. "NOT SHOWN" Does not affect subject property

Item No. 11 Subject to Easement granted to Union Electric Company, as set forth in instrument recorded in Book 6649 at Page 1030, in the land records of St. Louis County, Missouri. "SHOWN"

Item No. 12 Subject to Easement granted to Union Electric Company, as set forth in instrument recorded in Book 7604 at Page 2299, in the land records of St. Louis County, Missouri. "SHOWN"

Item No. 13 Subject to Easement granted to Monarch Chesterfield Levee District for Permanent Seepage Berm Easement and Maintenance Conditions as set forth in instrument recorded in Book 17599 at Page 3929, in the land records of St. Louis County, Missouri. "SHOWN"

Item No. 14 Subject to Easement granted to Monarch Chesterfield Levee District, et al. for the purpose of permanent roadway improvement maintenance utility and sewer easement deed, as set forth in instrument recorded in Book 17599 at Page 3946, in the land records of St. Louis County, Missouri. "SHOWN"

Item No. 15 Easement granted to Monarch Chesterfield Levee District for the purpose of temporary construction and access easement, as set forth in instrument recorded in Book 17599 at Page 3955, in the land records of St. Louis County, Missouri. "NOT SHOWN" Expired

Item No. 16 Subject to Easement granted to Burkhardt Family Investments, LLC for the purpose of permanent access easement, as set forth in instrument recorded in Book 17910 at Page 4916, in the land records of St. Louis County, Missouri.

Correction of permanent access easement deed, as set forth in instrument recorded in Book 18125 at Page 1929, in the land records of St. Louis County, Missouri. "SHOWN"

Item No. 17 Subject to General Utility Easement as set forth in instrument recorded in Book 17910 at Page 4923, in the land records of St. Louis County, Missouri. "SHOWN"

Item No. 18 Subject to General Utility Easement as set forth in instrument recorded in Book 17910 at Page 4929, in the land records of St. Louis County, Missouri. "SHOWN"

Item No. 19 Subject to Permanent Roadway Improvements Maintenance Utility and Sewer Easement as set forth in instrument recorded in Book 17910 at Page 4935, in the land records of St. Louis County, Missouri. "SHOWN"

Item No. 20 Subject to Easement granted to Burkhardt Family Investments, LLC for the purpose of permanent access easement deed, as set forth in instrument recorded in Book 18125 at Page 1936, in the land records of St. Louis County, Missouri. "SHOWN" (Calls in the description do not match the exhibit, duplicate of Book 17910, Page 4916 prior to Correction Deed Book 18125, Page 1929)

Item No. 21 Subject to Restrictions, easements, dedications, building lines and set back lines which are shown on the plat of SUBDIVISION OF E. KROENUNG ESTATE recorded in Plat Book 11 at Page 11, in the land records of St. Louis County, Missouri "SHOWN"

(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.

**GENERAL NOTES:**

1) Subject property is Zoned P1 Planned Industrial District Ord# 3197  
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 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 28189C0125K with an effective date of 2-4-2015. By graphical plotting.

3) There are no marked parking stalls onsite.

4) 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.

**Surveyors Certification**

This is to certify to:  
Carshield F.C.  
Clear Title Group LLC  
Chicago Title Insurance 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

Walter J. Pfeiffer, Missourian License No. 2008-000728

**EXHIBIT A**

LOT TWO (2) OF THE SUBDIVISION OF E. KROENUNG ESTATE, IN U.S. SURVEYS 133, 362 AND 1937, TOWNSHIP 45 NORTH, RANGE 3 EAST, IN ST. LOUIS COUNTY, MISSOURI, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 11 PAGE 11 OF THE ST. LOUIS COUNTY RECORDS, CONTAINING 20.737 ACRES;

EXCEPT THAT PART CONVEYED TO THE COUNTY OF ST. LOUIS FOR THE RELOCATION OF EATHERTON ROAD, BY DEED RECORDED IN BOOK 540 PAGE 510 OF THE ST. LOUIS COUNTY RECORDS;

THAT PART CONVEYED TO ST. LOUIS COUNTY, MISSOURI, FOR ROADWAY PURPOSES BY DEED RECORDED IN BOOK 6522 PAGE 629 OF THE ST. LOUIS COUNTY, MISSOURI, RECORDS;

THAT PART CONVEYED TO JACK J. SCHWARTZ AND PATRICIA M. SCHWARTZ, HIS WIFE BY DEED RECORDED IN BOOK 6999 PAGE 657 OF THE ST. LOUIS COUNTY, MISSOURI, RECORDS;

AND

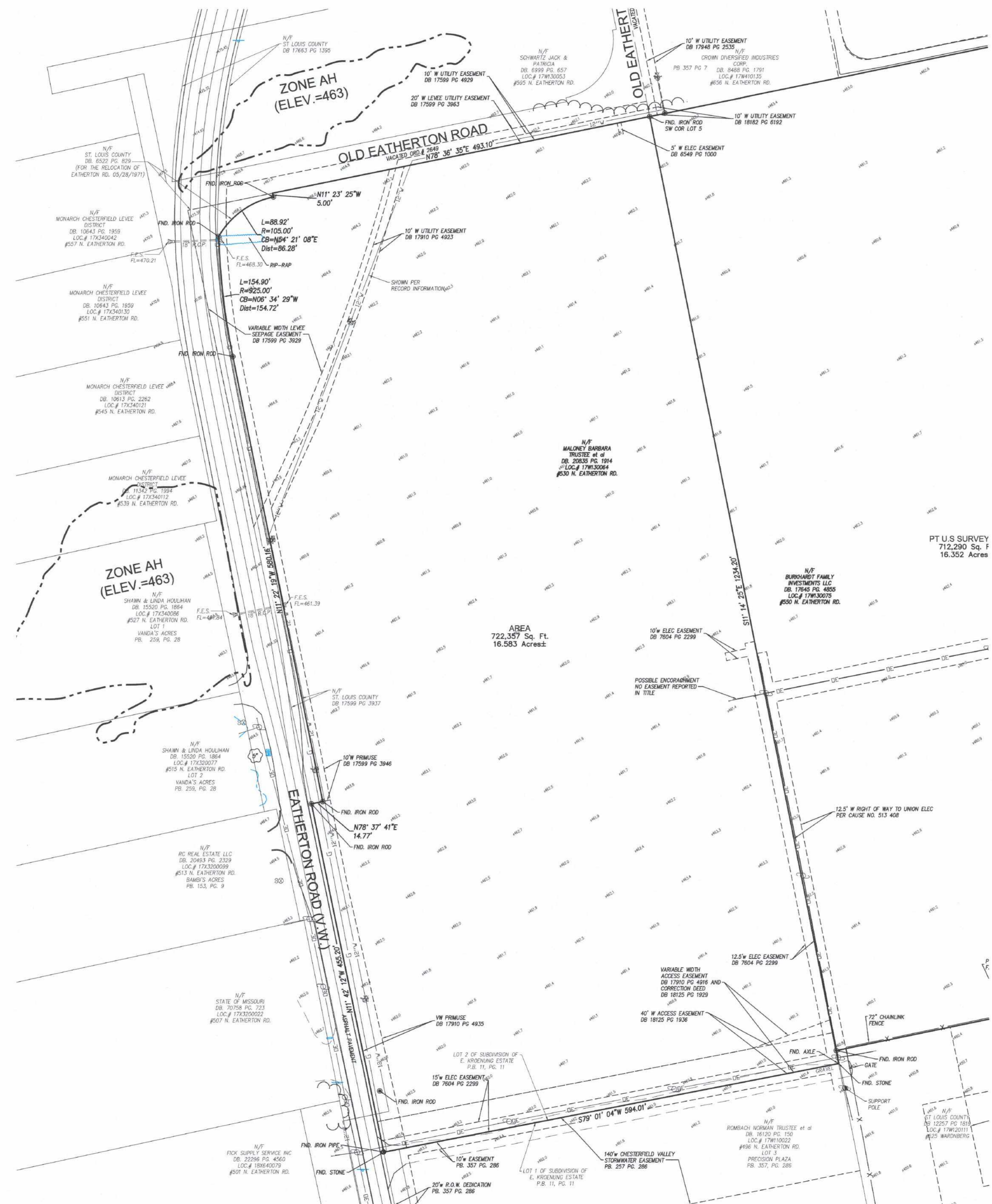
THAT PART CONVEYED TO ST. LOUIS COUNTY, MISSOURI, BY DEED RECORDED IN BOOK 17599 PAGE 3937 OF THE ST. LOUIS COUNTY, MISSOURI, RECORDS

**AS SURVEYED DESCRIPTION**

A tract of land being part of Lot 2 of the Subdivision of E. Kroenung Estate, a subdivision according to the plat thereof as recorded in Plat Book 11 Page 11 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 367, 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 05 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 38 minutes 35 seconds East, 493.10 feet to a found iron rod on the western line of a tract of land as conveyed to the Burkhardt Family Investments LLC by instrument recorded in Book 17845, Page 4855 of said records; thence along said western line and the western line of a tract of land as conveyed to St. Louis County, Missouri by instrument recorded in Book 12257, Page 1819, South 11 degrees 14 minutes 25 seconds East, 1,234.20 feet to the POINT OF BEGINNING.

Containing 722,357 square feet or 16.583 acres, more or less according to calculations performed by Stock & Associates Consulting Engineers, Inc. during May 2023.



257 Chesterfield Business Parkway  
St. Louis, MO 63008 PH: (636)  
330-5100 FAX: (636) 330-5000  
www.stockandassociates.com

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

PREPARED BY:

ALTA/NSPS LAND TITLE SURVEY

**PART OF LOT 2**

630 N EATHERTON ROAD  
CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

STATE OF MISSOURI  
WALTER JOSEPH PFEIFFER  
2/06/24  
LICENSE NUMBER  
PLS-000000079

Walter J. Pfeiffer  
Missourian License No. 2008-000728  
CERTIFICATE OF AUTHORITY  
LC 222-D

**REVISIONS:**

|   |  |
|---|--|
| 1 | 6/13/2023 - Revised per city comments              |
| 2 | 9/25/2023 - Additional Topo on Burkhardt Property. |
| 3 | 1/10/2024 - Additional Title Work                  |
| 4 | 2/06/2024 - New Title                              |

|               |         |             |           |
|---------------|---------|-------------|-----------|
| DRAWN BY:     | J.K.    | CHECKED BY: | W.J.P.    |
| DATE:         | 5/16/23 | JOB NO.:    | 2022-7301 |
| M.S.D. #:     |         | BASE MAP #: |           |
| S.L.C. INT #: |         | HAT SUR. #: |           |
| M.D.R. #:     |         |             |           |

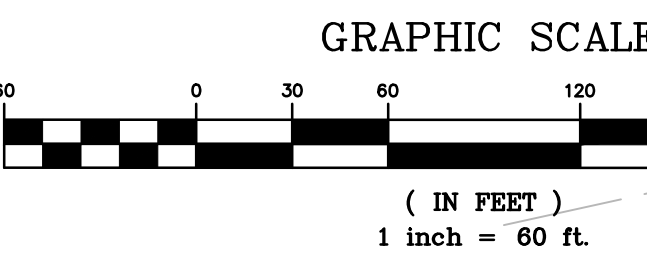






# PRELIMINARY DEVELOPMENT PLAN TEXT AMENDMENT TO P.I. ORDINANCE 3258

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/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
- TP. - 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

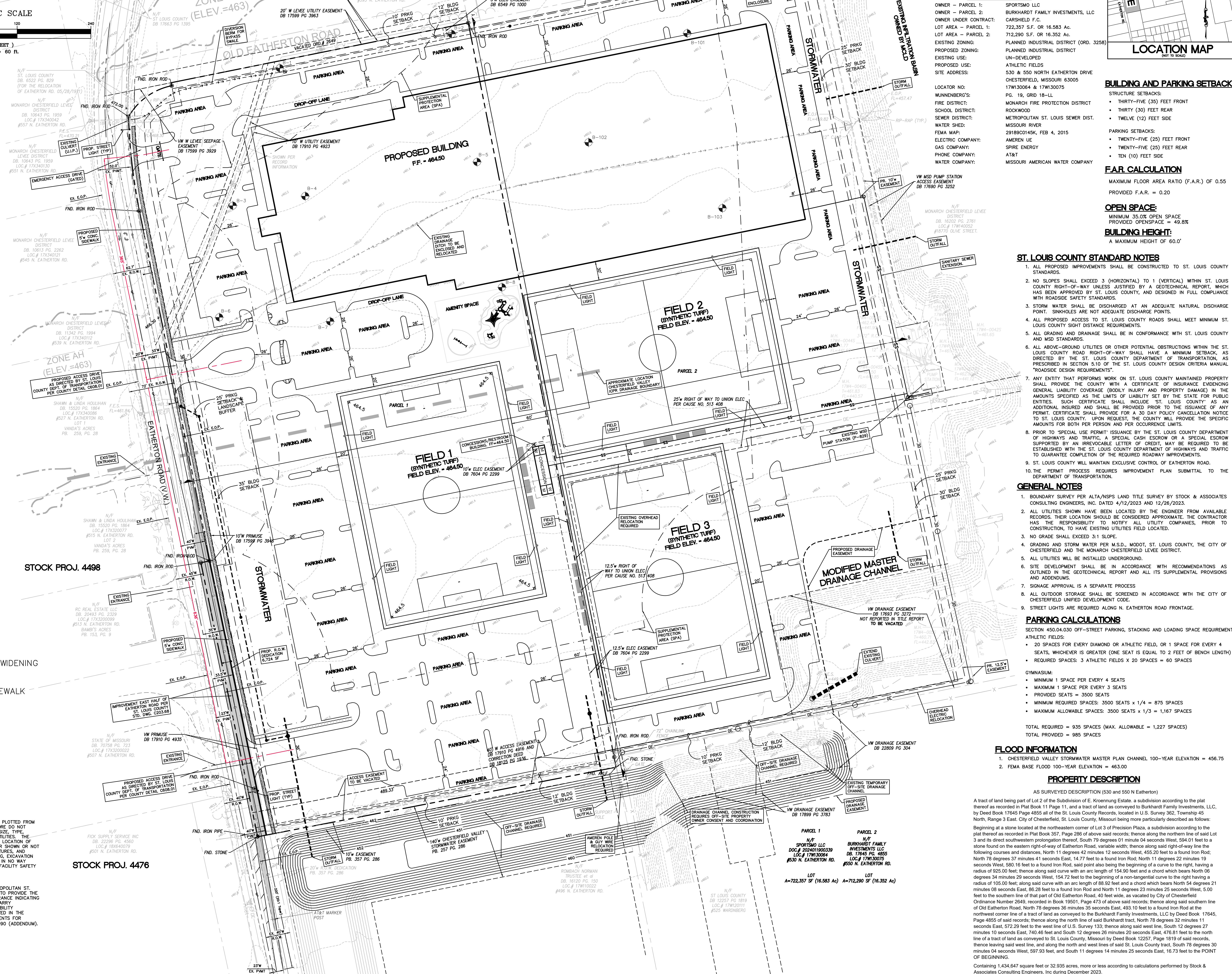
### LEGEND

- EATHERTON ROAD WIDENING
- 5'w CONCRETE SIDEWALK

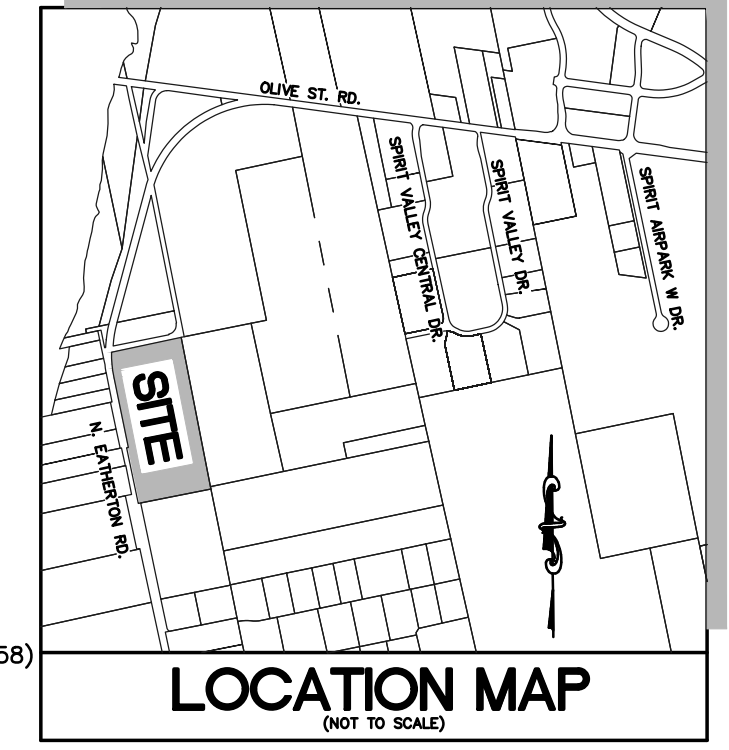
**UTILITY NOTE:**  
UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS AND INFORMATION, AND THEREFORE DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NON-EXISTENCE, SIZE, TYPE, NUMBER, OR LOCATION OF THESE FACILITIES, STRUCTURES AND UTILITIES. THE CONTRACTOR 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 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: 28180C0404K, 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 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 TRACKING 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**  
1. CHESTERFIELD VALLEY STORMWATER MASTER PLAN CHANNEL 100-YEAR ELEVATION = 456.75  
2. 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 154.80 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 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, 167.73 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) 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 63305

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

REVISIONS:

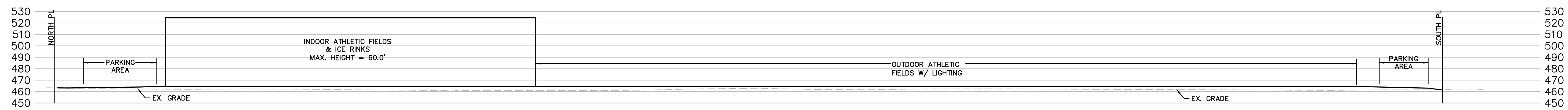
|   |            |  |
|---|------------|--|
| 1 | 2024-02-02 | - REVISED PER CITY COMMENTS AND LAYOUT DESIGN COORDINATION |
| 2 | 2024-02-28 | - REVISED PER PUBLIC HEARING COMMENTS                      |
| 3 | 2024-03-22 | - REVISED PER PAWP CONDITION                               |

DRAWN BY: J.M.B. CHECKED BY: G.M.S.  
DATE: 12/27/2023 JOB NO: 222-7301-2  
K.S.F. # 24MSD-xxxxxx REVISION: 17-W  
S.L.C. # 17W130064 & 17W130075  
R057  
M.D.N.R. # MO-RA-#

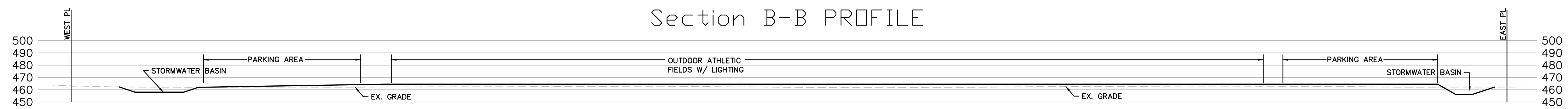
SHEET TITLE: PRELIMINARY DEVELOPMENT PLAN  
SHEET NO: 1 of 2



Sectin A-A PROFILE

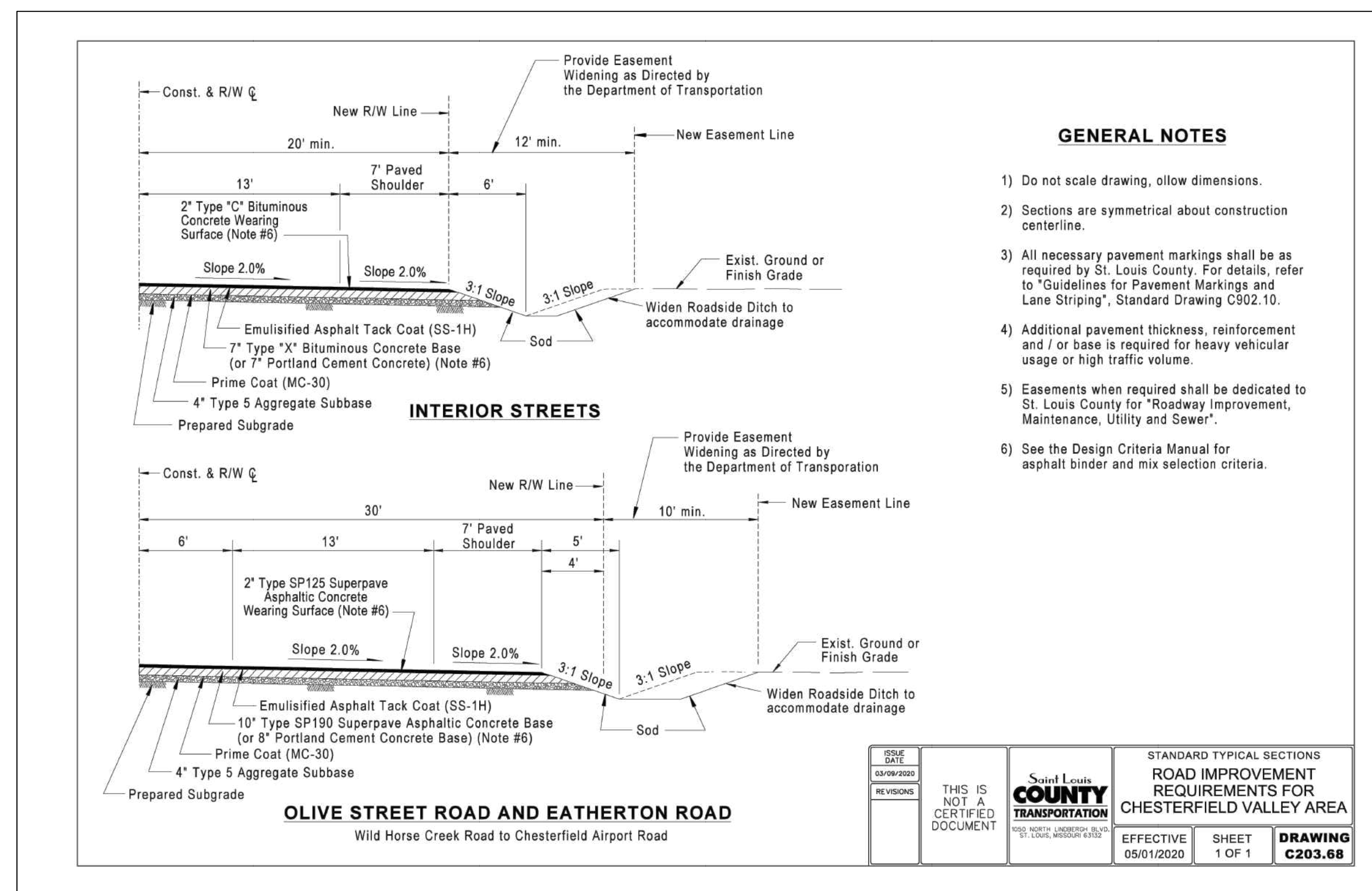


Section B-B PROFILE



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

**NOTE:**  
SEE SHEET 1 OF 2 FOR SITE SECTION LOCATIONS

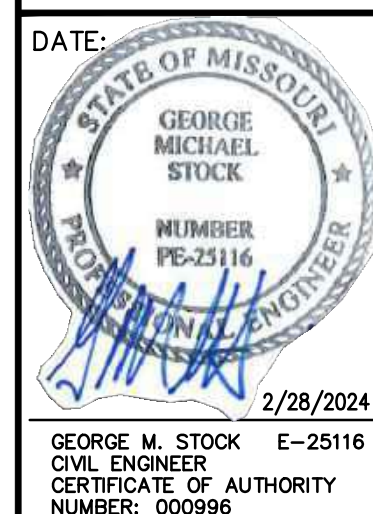


**GENERAL NOTES**

- 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.

|                    |           |                                  |                 |  |  |  |
|--------------------|-----------|----------------------------------|-----------------|--|--|--|
| DATE<br>03/09/2020 | REVISIONS | THIS IS NOT A CERTIFIED DOCUMENT |                 | STANDARD TYPICAL SECTIONS                                  |  |  |
|                    |           |                                  |                 | ROAD IMPROVEMENT REQUIREMENTS FOR CHESTERFIELD VALLEY AREA |  |  |
|                    |           | EFFECTIVE<br>05/01/2020          | SHEET<br>1 OF 1 | DRAWING<br>C203.68   |  |  |

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                      |

|                          |                         |
|--------------------------|-------------------------|
| DRAWN BY:<br>J.M.B.      | CHECKED BY:<br>G.M.S.   |
| DATE:<br>12/27/2023      | JOB NO:<br>222-7301.2   |
| REV. P. #<br>24MSD-xxxxx | BASE MAP #<br>17-W      |
| S.L.C. HAT #<br>R057     | HAT SUP. #<br>XX-XXX-XX |
| M.D.N.R. #<br>MO-RA-     |                         |

SHEET TITLE:  
PRELIMINARY DEVELOPMENT PLAN



# Memorandum

## Department of Planning

To: Michael O. Geisel, City Administrator  
From: Justin Wyse, Director of Planning *JW*  
Date: May 6<sup>th</sup>, 2024



RE: P.Z. 03-2024 Chesterfield Village Mall: An ordinance amendment to add an additional 16.679-acre tract of land zoned "C-8" Planned Commercial to an existing 96.017-acre tract of land zoned "PC&R" Planned Commercial and Residential District located on the south side of Interstate 64, east of Chesterfield Parkway.

### Summary

A request to add an additional 16-acres of land zoned "C-8" Planned Commercial to an existing 96-acres of land zoned "PC&R" Planned Commercial and Residential District. The existing "PC&R" district was established in 2023 and is governed under [Ordinance 3255](#). The proposed amendment would incorporate a connecting parcel into the District. Consent has been received from all applicable parties.

The 16-acres would be incorporated as "Area 4" and would be permitted commercial uses only. "Area 4" would be permitted a maximum of 280,000 square feet of these uses which is the size of the existing building onsite today.

A Public Hearing was held on April 8<sup>th</sup>, 2024 and no issues were raised. Planning Commission voted on the request on April 8<sup>th</sup>, 2024 and a motion to recommend approval passed by a vote of 6-0.

The request was reviewed by Planning & Public Works Committee on April 18<sup>th</sup>, 2024. At that time, the Committee made a motion to recommend approval. The motion passed by a vote of 4-0.



Figure 1: Subject Site

BILL NO. 3505

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

AN ORDINANCE AMENDING CITY OF CHESTERFIELD ORDINANCE 3255 TO ADD AN ADDITIONAL 16.679-ACRES OF LAND ZONED "C-8" PLANNED COMMERCIAL TO AN EXISTING 96.017-ACRES OF LAND ZONED "PC&R" PLANNED COMMERCIAL AND RESIDENTIAL DISTRICT LOCATED SOUTH OF INTERSTATE 64, WEST OF CLARKSON ROAD, AND EAST OF CHESTERFIELD PARKWAY.

WHEREAS, the petitioner, the City of Chesterfield, is requesting an ordinance amendment to add an additional 16.679-acres of land zoned "C-8" Planned Commercial to an existing 96.017-acres of land zoned "PC&R" Planned Commercial and Residential District; and,

WHEREAS, a Public Hearing was held before the Planning Commission on April 8<sup>th</sup>, 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 the 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 "PC&R" Planned Commercial and Residential District for 112.696 acres of land located south of Interstate 64, west of Clarkson Road, and east of Chesterfield Parkway and described as follows:

#### AREA 1

Beginning at the southeastern corner of Lot C-108 of Chesterfield Village A Phase One Plat One, a subdivision according to the plat thereof as recorded in Plat Book 158, Page 96 of the St. Louis County records, said point also being located on the northern right-of-way line of West Chesterfield Parkway, variable width; thence along the eastern line of said lot C-108, North 02 degrees 24 minutes 55 seconds East, 153.50 feet to the northeastern corner thereof, thence along the northeastern lines of said Lot C108 and Lot 1 of the Chesterfield Village Area "A" Phase One Plat One Lots C109 and C208 Lot Consolidation Plat, a subdivision according to the plat thereof as recorded in Plat Book 367, Page 521 of above said records, the following courses and distances: North 52 degrees 55 minutes



05 seconds West, 837.00 feet; North 18 degrees 15 minutes 05 seconds West, 305.01 feet and North 64 degrees 14 minutes 40 seconds West, 41.67 feet to the beginning of a non-tangent curve to the left having a radius of 432.37 feet; thence along said curve with an arc length of 106.89 feet and a chord which bears South 60 degrees 42 minutes 07 seconds West, 106.62 feet to the beginning of a non-tangent curve to the right having a radius of 338.26 feet an arc length of 254.23 feet and a chord which bears South 73 degrees 46 minutes 00 seconds West, 248.28 feet and North 84 degrees 40 minutes 43 seconds West, 14.47 feet to the eastern right-of-way line of West Chesterfield Parkway, 73 feet wide, said point also being located on a curve to the right having a radius of 763.50 feet; thence along said curve with an arc length of 75.03 feet and a chord which bears North 05 degrees 18 minutes 40 seconds East, 75.00 feet to the southwest corner of Lot C110 of Chesterfield Village Area A Phase 1 Plat 2 according to the plat thereof as recorded in Plat Book 166, Page 84 of above said records, thence along southern and eastern lines of said Chesterfield Village Area A Phase 1 Plat 2 the following courses and distances: South 84 degrees 40 minutes 43 seconds East, 14.48 feet to a non-tangent curve to the left having a radius of 262.50 feet, an arc length of 191.02 feet and a chord which bears North 74 degrees 28 minutes 28 seconds East, 186.83 feet; North 53 degrees 37 minutes 39 seconds East, 8.62 feet to the beginning of a non-tangent curve to the right having a radius of 507.82 feet, an arc length of 160.61 feet and a chord which bears North 62 degrees 41 minutes 17 seconds East, 159.94 feet; North 27 degrees 29 minutes 54 seconds East, 207.73 feet; North 14 degrees 25 minutes 19 seconds East, 758.46 feet and North 08 degrees 46 minutes 20 seconds East, 85.00 feet to the northmost corner of New Section B of the Resubdivision Plat of Lot C101F of Parcel C101F of Chesterfield Village Area A Phase 1 Plat One, Plat Book 334, Pages 65 and 65A; thence along the northern and eastern lines of said New Section B the following courses and distances: South 75 degrees 34 minutes 41 seconds East, 51.88 feet; South 12 degrees 26 minutes 49 seconds East, 123.89 feet and North 77 degrees 33 minutes 11 seconds East, 143.58 feet; thence departing the southern line of said New Section B the following courses and distances: South 12 degrees 23 minutes 25 seconds East, 245.62 feet; North 77 degrees 36 minutes 34 seconds East, 106.66 feet and North 12 degrees 26 minutes 49 seconds West, 5.73 feet to the northern line of above said New Section B; thence along said north line, North 77 degrees 33 minutes 11 seconds East, 451.32 feet and South 12 degrees 26 minutes 49 seconds East, 13.15 feet; thence departing the western line of said New Section B the following: North 77 degrees 33 minutes 11 seconds East, 422.43 feet to the beginning of a non-tangential curve to the right having a radius of 500.16 feet; along said curve with an arc length of 62.49 feet and a chord which bears South 25 degrees 27 minutes 14 seconds East, 62.45 feet to its intersection with the north line of said New Section B; thence along said north line, North 77 degrees 33 minutes 11 seconds

East, 61.46 feet and to a point on a non-tangent curve to the left having a radius of 515.00 feet, said point also being located on the west line of Lot C 106 of above said Chesterfield Village A Phase One Plat One; thence along said curve with an arc length of 155.67 feet and a chord which bears North 32 degrees 57 minutes 40 seconds West, 155.08 feet to the western most corner of said Lot C 106; thence along the northwestern lines of said Lot C 106 the following: North 50 degrees 55 minutes 27 seconds East, 245.99 feet and North 32 degrees 52 minutes 18 seconds East, 32.53 feet to its intersection with the southern right-of-way line of Chesterfield Airport Road, variable width; thence along said right-of-way line South 57 degrees 07 minutes 42 seconds East, 341.40 feet to the northwest corner of that part of Chesterfield Center vacated by City of Chesterfield Ordinance Number 511, and recorded in Book 8872, Page 2431 of above said records; thence along the north, east and south lines of said vacation the following courses and distances: continuing Southeasterly along said line, South 57 degrees 07 minutes 42 seconds East, 21.18 feet; South 42 degrees 52 minutes 34 seconds East, 8.16 feet to the beginning of a non-tangent curve to the right having a radius of 61.00 feet, an arc length of 31.10 feet and a chord which bears South 13 degrees 33 minutes 13 seconds West, 30.76 feet; South 28 degrees 09 minutes 48 seconds West, 126.11 feet to the beginning of a curve to the right having a radius of 495.58 feet, an arc length of 17.10 feet and a chord which bears South 29 degrees 9 minutes 7 seconds West 17.10 feet; South 30 degrees 07 minutes 59 seconds West, 34.42 feet and North 69 degrees 47 minutes 38 seconds West, 19.46 feet to the eastern most corner of above said Lot C 106; thence along the southern line of said Lot C 106, South 77 degrees 7 minutes 6 seconds West, 290.42 feet; to the east line of New Section A of Lot C101F of above said Resubdivision Plat of Lot C101F of Parcel C101F of Chesterfield Village Area A Phase 1 Plat One; thence along said east lines of said New Section A the following courses and distances: South 12 degrees 26 minutes 49 seconds East, 451.59 feet; South 56 degrees 32 minutes 18 seconds East, 43.09 feet to the beginning of a non-tangent curve to the right having a radius of 473.00 feet, and along said curve with an arc length of 151.21 feet and a chord which bears South 89 degrees 38 minutes 16 seconds East, 150.56 feet; thence crossing Chesterfield Center Drive; South 12 degrees 32 minutes 53 seconds West, 100.14 feet to the north line of Lot C 102 of above said Chesterfield Village A Phase One Plat One, said point also being located on a non-tangent curve to the right having a radius of 373.00 feet; thence along said north line and last said curve with an arc length of 137.75 feet and a chord which bears South 70 degrees 43 minutes 56 seconds East, 136.97 feet; thence South 11 degrees 41 minutes 44 seconds East, 41.56 feet to the western right-of-way line of Clarkson Road, variable width thence along said right-of-way line the following courses and distances: South 34 degrees 27 minutes 25 seconds West, 386.00 feet; South 23 degrees 33 minutes 07 seconds West, 181.60 feet; South 31 degrees

8 minutes 12 seconds West, 828.33 feet and South 85 degrees 41 minutes 13 seconds West, 26.89 feet to the northern right-of-way line of above said West Chesterfield Parkway, said point also being located on a curve to the left having a radius of 1,060.17 feet; thence along said right-of-way line the following courses and distances: along said curve with an arc length of 334.12 feet and a chord which bears North 73 degrees 49 minutes 52 seconds West, 332.74 feet; North 82 degrees 51 minutes 36 seconds West, 126.21 feet; North 82 degrees 52 minutes 12 seconds West, 37.73 feet and South 86 degrees 45 minutes 4 seconds West, 35.95 feet to the POINT OF BEGINNING. Containing 2,902,238 square feet or 66.626 acres, more or less.

## AREA 2

A tract of land being Lot C101D of the Chesterfield Village A Phase One Plat One, a subdivision according to the plat thereof as recorded in Plat Book 158, Page 96 of the St. Louis County records, located in U.S. Surveys 415 and 2002, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Beginning at the northernmost corner of above said Lot C101D, said point also being located on the southern right-of-way line of Chesterfield Airport Road, variable width, said point also being located on a curve to the left having a radius of 2,914.93 feet; thence along said right-of-way line the following courses and distances: southeasterly along said curve with an arc length of 477.12 feet and a chord which bears South 40 degrees 27 minutes 57 seconds East, 476.59 feet; South 44 degrees 50 minutes 42 seconds West, 10.00 feet; to the beginning of a curve to the left having a radius of 2,924.93 feet an arc length of 231.79 feet and a chord which bears South 47 degrees 25 minutes 30 seconds East, 231.70 feet to the southeast corner of above said Lot C101D; thence along the southeastern line of said Lot C101D, South 40 degrees 18 minutes 17 seconds West, 194.14 feet to the west line of said Lot C101D; thence along said west line the following courses and distances: North 42 degrees 53 minutes 57 seconds West, a distance of 124.85 feet; South 47 degrees 06 minutes 03 seconds West, 5.00 feet; to the beginning of a non-tangent curve to the left having a radius of 400.00 feet; along said curve with an arc length of 307.06 feet and a chord which bears North 64 degrees 53 minutes 28 seconds West, 299.58 feet to the southwest corner of said Lot C101D; thence along the western lines of said Lot C101D the following: North 12 degrees 26 minutes 49 seconds West, 397.78 feet and North 54 degrees 13 minutes 23 seconds East, 121.24 feet to the POINT OF BEGINNING. Containing 152,812 square feet or 3.508 acres, more or less.

## AREA 3

Tracts of land being Lots C110, C111, C112, and C113 of Chesterfield Village Area A Phase One Plat Two as recorded in Plat Book 166, Page 84; and Part of

Us. Survey 415, as described in Book 10308, Page 1461 both of the St. Louis County Records, located in U.S. Surveys 415 and 2022, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Beginning at the southwestern corner of above said Lot C110, said point also being located on the eastern right-of-way line of West Chesterfield Parkway, 73 feet wide, Said point also being located on a non-tangent curve to the right having a radius of 763.50 feet, thence along said right-of-way line the following courses and distances: along said curve with an arc length of 45.90 feet and a chord which bears North 10 degrees 04 minutes 33 seconds East, 45.90 feet; North 11 degrees 34 minutes 17 seconds East, 735.22 feet to the beginning of a curve to the left having a radius of 3,036.50 feet; along said curve with an arc length of 79.87 feet and a chord which bears North 10 degrees 49 minutes 04 seconds East 79.87 feet; North 10 degrees 03 minutes 51 seconds East, 1,599.81 feet to the beginning of a non-tangent curve to the right having a radius of 1,113.50 feet and a chord which bears North 17 degrees 03 minutes 36 seconds East, 269.98 feet and North 71 degrees 18 minutes 34 seconds East, 135.85 feet to its intersection with the southern right-of-way line of Chesterfield Airport Road, variable width; thence along said right-of-way line the following: South 69 degrees 05 minutes 13 seconds East, 32.21 feet and South 59 degrees 27 minutes 09 seconds East, 11.64 feet to the northwest corner of a tract of land as conveyed to First Baptist Church, by instrument recorded in Book 5232, Page 199 of above said records, thence along the west, south and eastern lines of said Church tract the following courses and distances: South 34 degrees 10 minutes 41 seconds West, 180.51 feet; South 55 degrees 53 minutes 58 seconds East, 137.63 feet; North 34 degrees 59 minutes 13 seconds East, 43.04 feet; North 15 degrees 05 minutes 30 seconds East, 47.83 feet and North 27 degrees 03 minutes 38 seconds East, 17.67 feet and North 35 degrees 05 minutes 17 seconds East, 82.29 feet to the southern right-of-way line of above said Chesterfield Airport Road; thence along said right-of-way line the following: South 59 degrees 27 minutes 09 seconds East, 84.03 feet and South 33 degrees 54 minutes 11 seconds East, 408.23 feet to the easternmost corner of above said Lot C111; thence along the eastern and southern lines of said Chesterfield Village Area A Phase One Plat Two the following courses and distances: South 02 degrees 31 minutes 25 seconds West, 74.82 feet; South 28 degrees 18 minutes 26 seconds West, 85.00 feet; South 60 degrees 52 minutes 24 seconds West, 334.47 feet; South 08 degrees 46 minutes 20 seconds West, 912.12 feet; South 14 degrees 25 minutes 19 seconds West, a distance of 758.46 feet; South 27 degrees 29 minutes 54 seconds West, 207.73 feet to the beginning of a non-tangent curve to the left having a radius of 507.82 feet; along said curve with an arc length of 160.61 feet and a chord which bears South 62 degrees 41 minutes 17 seconds West, 159.94 feet; South 53 degrees 37 minutes 39 seconds West, a

distance of 8.62 feet to the beginning of a non-tangent curve to the right having a radius of 262.50 feet; along said curve with an arc length of 191.02 feet and a chord which bears South 74 degrees 28 minutes 28 seconds West, 186.83 feet and North 84 degrees 40 minutes 43 seconds West, 14.47 feet to the POINT OF BEGINNING. Containing 1,127,465 square feet or 25.883 acres more or less.

#### AREA 4

A tract of land being Lot C101C of the Chesterfield Village A Phase One Plat One, a subdivision according to the plat thereof as recorded in Plat Book 158, Page 96 of the St. Louis County records, located in U.S. Surveys 415 and 2002, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Beginning at the northernmost corner of above said Lot C101C, said point also being located on the southern right-of-way line of Chesterfield Airport Road, variable width,; thence along said right-of-way line the following courses and distances: South 33 degrees 55 minutes 06 seconds East, 82.93 feet to the beginning of a non-tangent curve to the left having a radius of 2,914.93 feet; along said curve with an arc length of 12.29 and a chord which bears South 34 degrees 02 minutes 13 seconds East, 12.29 feet; South 55 degrees 50 minutes 01 second West, 15.03 feet to the beginning of a curve to the left having a radius of 2,929.93 feet; along said curve with an arc length of 20.37 feet and a chord which bears South 34 degrees 40 minutes 47 seconds East, 20.37 feet; North 55 degrees 44 minutes 16 seconds East, 14.92 feet to the beginning of a non-tangent curve to the left having a radius of 2,914.93 feet; along said curve with an arc length of 62.02 feet and a chord which bears South 35 degrees 10 minutes 01 seconds East, 62.02 feet to the northernmost corner of Lot C101D of above said Chesterfield Village A Phase One Plat One; thence along the western line of said Lot C101D the following courses and distances: South 54 degrees 13 minutes 23 seconds West, 121.24 feet; South 12 degrees 26 minutes 49 seconds East, 397.78 feet to the beginning of a non-tangent curve to the right having a radius of 400.00 feet; along said curve with an arc length of 307.06 feet and a chord which bears South 64 degrees 53 minutes 28 seconds East, 299.58 feet; North 47 degrees 06 minutes 03 seconds East, 5.00 feet; South 42 degrees 53 minutes 57 seconds East, 124.85 feet to the northwest corner of Lot C107 of the Boundary Adjustment Plat of plat of Lots C106 & C107 of Chesterfield Village A Phase One Plat One. as recorded in Plat Book 225, Page 39 of above said records; thence along the west lines of said Lot C107 and C106 , the following: South 42 degrees 50 minutes 52 seconds East, 411.70 feet to the beginning of a non-tangent curve to the right having a radius of 515.00 feet; along said curve with an arc length of 168.39 feet and a chord which bears South 33 degrees 40 minutes 07 seconds East, 167.64 feet to the south line of said Lot C101C,; thence along said south line, South 77 degrees 33 minutes 11 seconds West, 61.46 feet

a non-tangent curve to the left having a radius of 500.16 feet; then departing said south line along last said curve with an arc length of 62.49 feet and a chord which bears North 25 degrees 27 minutes 14 seconds West, 62.45 feet; thence South 77 degrees 33 minutes 11 seconds West, 422.43 feet to the east line of said Lot C101C; thence along the east and south lines of said Lot C101C, the following: North 12 degrees 26 minutes 49 seconds West, 13.15 feet and South 77 degrees 33 minutes 11 seconds West, 451.32 feet; thence departing said south line the following courses and distances: South 12 degrees 26 minutes 49 seconds East, 5.73 feet; South 77 degrees 36 minutes 34 seconds West, 106.66 feet and North 12 degrees 23 minutes 25 seconds West, a distance of 245.62 feet to its intersection with the south line of said Lot C101C; thence along the southern and western lines of said Lot C101C the following: South 77 degrees 33 minutes 11 seconds West, 143.58 feet; North 12 degrees 26 minutes 49 seconds West, 123.89 feet and North 75 degrees 34 minutes 41 seconds West, 51.88 feet to the west line of said Lot C101C; thence along said west line, North 08 degrees 46 minutes 20 seconds East, 177.14 feet to the south line of Lot C101E of Chesterfield Village A Phase One Plat One; thence along the northern and eastern lines of said Lot C101E the following courses and distances: North 36 degrees 46 minutes 20 seconds East, 137.91 feet to the beginning of a non-tangent curve to the right having a radius of 400.00 feet; along said curve with an arc length of 284.70 feet and a chord which bears North 57 degrees 09 minutes 42 seconds East, 278.73 feet; North 77 degrees 33 minutes 11 seconds East, 134.34 feet; North 12 degrees 26 minutes 49 seconds West, 419.05 feet and North 28 degrees 18 minutes 26 seconds East, 233.25 feet to the POINT OF BEGINNING. Containing 726,544 square feet or 16.679 acres, more or less.

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 the City of Chesterfield in P.Z. 03-2024 requesting the amendment embodied in this ordinance, and pursuant to the recommendations of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 8<sup>th</sup> day of April, 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 Unified Development Code of the City of Chesterfield.

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: 5/6/2024

## ATTACHMENT A

**All provisions of the City of Chesterfield City Code shall apply to this development except as specifically modified herein or to be addressed in the Site Development Concept Plan and/or the Site Development Section Plans.**

This ordinance provides a framework for various development requirements established in this ordinance, criteria to be established on the Site Development Concept Plan, and criteria to be established on Site Development Section Plans. This framework is to deliver a “Downtown Concept”: a diverse residential and commercial mixed-use environment in which residential and commercial uses that are integrated.

### **I. SPECIFIC CRITERIA FOR ALL DEVELOPMENT**

Residential and commercial uses may be combined in the same building, combined on the same lot in separate buildings or on separate lots within the development (**when each use is permitted on the lot and is consistent with the ordinance and the approved Site Development Concept Plan / Site Development Plan**).

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

1. The uses allowed in this PC&R District (“District”) shall be:
  - a. Administrative offices for educational or religious institutions
  - b. Church and other places of worship
  - c. Community center
  - d. Library
  - e. Parks
  - f. Dwelling, multi-family
  - g. Single Family Attached
  - h. Single Family Detached
  - i. Home Occupation
  - j. Art Gallery
  - k. Art Studio
  - l. Auditorium



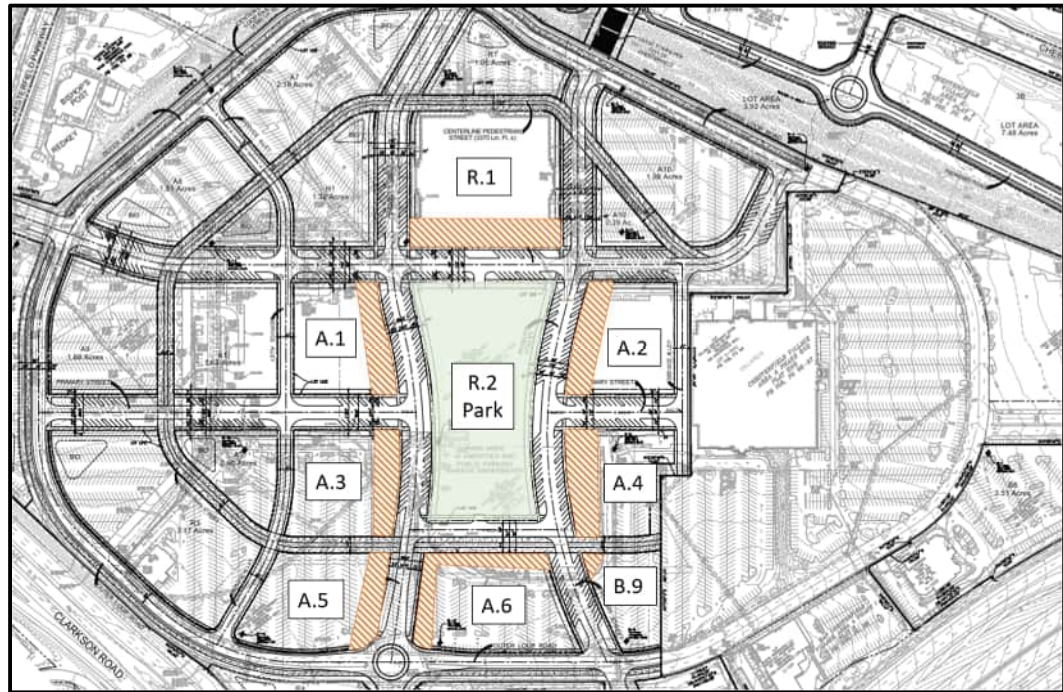
- m. Banquet Facility
- n. Club
- o. Farmer's market
- p. Gymnasium
- q. Museum
- r. Reading Room
- s. Recreation Facility
- t. Office-dental
- u. Office-general
- v. Office-medical
- w. Automobile Dealership (Storefront Only)
- x. Bakery
- y. Bar
- z. Bowling Center
- aa. Brewery
- bb. Brewpub
- cc. Coffee shop
- dd. Grocery-community
- ee. Grocery-neighborhood
- ff. Grocery-supercenter
- gg. Newspaper stands.
- hh. Restaurant-sit down
- ii. Restaurant-fast food – No Drive Thru
- jj. Restaurant-takeout
- kk. Retail sales establishment – Neighborhood

- ll. Retail sales establishment – Community
- mm. Retail sales establishment – Regional
- nn. Animal grooming service
- oo. Barber or beauty shop
- pp. Broadcasting studio
- qq. Commercial service facility
- rr. Day care center
- ss. Drug store and pharmacy
- tt. Dry cleaning establishment
- uu. Financial institution, no drive-thru
- vv. Hospital
- ww. Hotel and motel
- xx. Hotel and motel-extended stay
- yy. Kennel, boarding
- zz. Kennel, private
- aaa. Laboratory-professional, scientific
- bbb. Laboratory
- ccc. Laundromat
- ddd. Nursing home
- eee. Parking area (stand-alone), including garages for automobiles. Not including sales or storage of damaged vehicles for more than 72 hours.
- fff. Professional and technical service facility
- ggg. Research laboratory and facility
- hhh. Theatre, indoor
- iii. Theatre, outdoor
- jjj. Veterinary clinic

- kkk. College/university
- lll. Kindergarten or nursery school
- mmm. Specialized private school.

2. The District shall prioritize the following:

- a. Ground floor development shall be a mix of pedestrian-oriented commercial/retail in the following locations: on the portion of the parcels that face the primary streets that flank Park Area R2 (parcels A1, A2, A3, A4, A6 and R1) and on the portion of the parcels that face the roundabout and primary street coming off Clarkson Road (parcels A5 and A6) and the corner of the parcel at the primary street and pedestrian walkway (parcel B9) as shown on the Preliminary Development Plan.



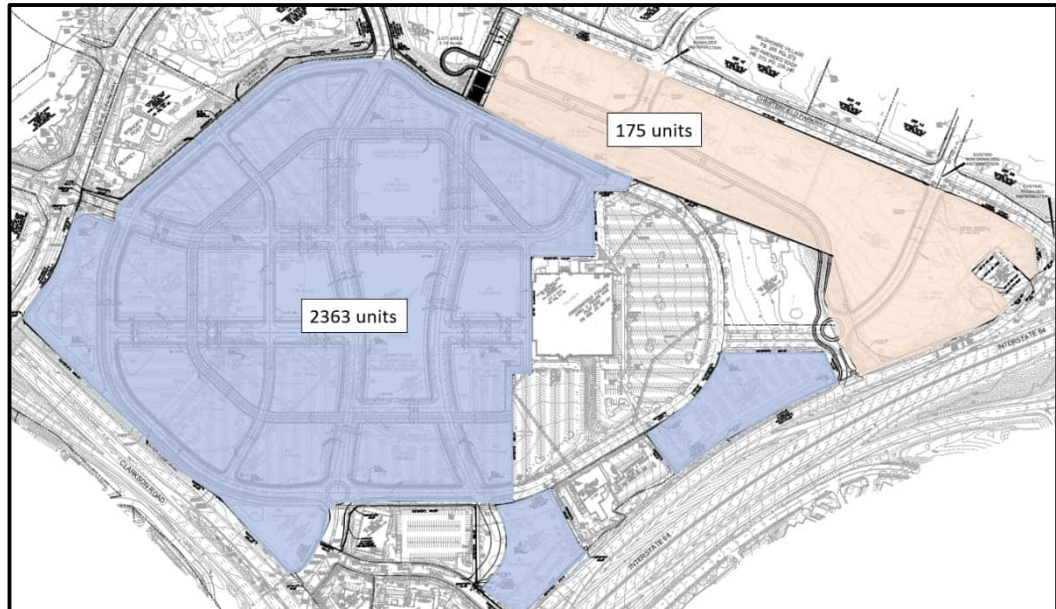
- b. Developer shall prioritize build-to-line, excluding sidewalks, in lieu of prescribed setbacks on the portion of the primary streets that flank Park Area R2 shown on the Preliminary Development Site Plan.
- c. Parcels B1, B2, and B8 as shown on the Preliminary Development Plan shall only be used for commercial uses as defined in Section 405.03.040 J, PC & R Planned Commercial & Residential District of the UDC and as permitted in this Attachment.
- d. Area 4, as shown on the Preliminary Development Plan, shall only be used for commercial uses as permitted in this Attachment.

3. Hours of Operation.
  - a. Hours of operation for this “PC&R” District shall not be restricted.
4. Telecommunication siting permits may be issued for wireless telecommunications facilities per the requirements of the City Code.

## B. DENSITY, HEIGHT, SET BACKS AND OPEN SPACE REQUIREMENTS

### 1. Density Limitations

- a. The cumulative gross floor area for Commercial Uses in this District for **Areas 1, 2, and 3** shall be limited to not more than a Floor Area Ratio (F.A.R.) = .75 Floor Area Ratio (F.A.R.) shall be Calculated by Total Gross Floor Area of all buildings divided by the Gross Area of land within the “PC&R” District. F.A.R. shall not be calculated on a lot-by-lot basis.
- b. The maximum number of residential units allowable within **Areas 1, 2, and 3** of this District shall not be more than 2363 units cumulatively on Parcels A1-A10, B1, B2, B8, B9, R1, R3, R4 and H-1 on the Preliminary Development Plan and 175 units on Parcels 3A and 3B on the Preliminary Development Plan.



- c. The maximum number of rooms for hotels and lodging in **Areas 1, 2, and 3** shall be 300 rooms; the maximum number of square feet for hotels and lodging shall be 350,000 square feet.
- d. **Area 4 shall be permitted a maximum of 280,000 square feet of non-residential uses.**

- e. Developer shall provide a distribution of density by area on the Site Development Concept Plan. The Site Development Concept Plan shall be amended when allocation of density changes.

2. Height Requirements

Total building height for any permitted use shall not exceed 200 feet or 15 stories whichever is more as measured from street elevation.

3. Setbacks

No setbacks are prescribed herein and build-to-line is permitted. All other setbacks and/or build to lines shall be as approved on the Site Development Concept Plan or Site Development Section Plans.

4. Open Space Requirements

Open space in Park Area R2 and Area 3A south of Chesterfield Parkway and Park Circle shall be provided on the Site Development Concept Plan and substantially conform to the Preliminary Development Site Plan. Where known, additional open spaces including pocket parks, plazas, natural areas and seating areas shall be depicted on the Site Development Concept Plan and/or Site Development Sections Plans. Proposed location(s) of public art may be depicted on the Site Development Concept Plan and/or Site Development Section Plans.

## **C. BUILDING AND STRUCTURE FUNCTION**

1. Ground floor of all buildings shall include pedestrian access to retail, restaurant, office, multi-family residential, or hotel use-when those uses are present.
2. Private parking access shall not be permitted along portions of the primary streets that flank Park Area R2. Private parking garage access is permitted from other primary streets locations and service alleys.
3. Trash pickup, building receiving and loading, utility and service functions shall be located at the rear of buildings along the outer loop road and off service alleys.

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

1. Public parking garages and on-street parking satisfies parking requirements for all ground floor commercial (retail, restaurant, art galleries, entertainment, art or other pedestrian-oriented uses), as defined on the Site Development Concept Plan or Site Development Section Plans. All other uses shall provide parking in accordance with this ordinance.
2. Public parking in garages and on-street parking for the existing department store in Area R1 meets parking requirements for that use.

3. Parking shall be calculated for each use category as follows:

Minimum Parking Required

Retail/Restaurant: 4.0 Parking Ratio / 1,000 G.F.A.  
Grocery: 5.0 Parking Ratio / 1,000 G.F.A.  
Office: 3.0 Parking Ratio / 1,000 G.F.A.  
Residential: 1.5 Parking spaces per unit  
Hotel: 0.8 Parking spaces per room

4. Off-street surface parking shall be allowed as shown on the Site Development Concept Plan but shall be minimized and designed to mitigate the visual impact on the development and be consistent with the purpose and intent of this PC&R District.
5. Off-street parking located within Area 4 of the Preliminary Development Plan shall be permitted surface parking. In the event of new development or redevelopment within this Area, surface parking shall be subject to sub-section D.4 above.
6. Joint parking to meet minimum parking standards may be permitted through approval of the Site Development Section Plan and shall require an appropriate legal instrument binding the owners of the properties and their successors and assigns to the agreement.
7. Parking lots shall not be used as streets.
8. No construction related parking shall be permitted within rights of way or on any existing roadways. All construction related parking shall be confined to the District. Construction parking shall be depicted on all Improvement Plans for lots within the district.

## **E. LANDSCAPING AND TREE REQUIREMENTS**

1. The development shall adhere to the Landscape and Tree Preservation Requirements of the City of Chesterfield Code and submit a Concept Landscape Plan with the Site Development Concept Plan. Landscaping shall enhance the pedestrian experience, compliment architectural features, provide shade and screen utility areas and surface parking. The developer shall provide for street furnishings such as benches, planters, bike racks, drinking fountains, pedestrian trash receptacles, public art and water features in the Site Development Concept Plan. Locations for street furnishings shall be detailed in the Site Development Concept Plan and Site Development Section Plans.

## **F. SIGN REQUIREMENTS**

1. The development shall adhere the City's Sign Code and/or submit a Comprehensive Sign Package by Area as depicted in the Site Development

Concept Plan and/or Site Development Section Plans. All individual signs including street and wayfaring signage in the public and private spaces shall be coordinated and consistent with the signage concept contained therein.

#### **G. LIGHTING REQUIREMENTS**

1. The development shall adhere to the City's Lighting Code and/or submit an Architectural Specialty Lighting Package. All lighting, in the public and private spaces, shall be coordinated and consistent with the lighting concept contained therein.

#### **H. ARCHITECTURAL REQUIREMENTS**

1. The developer shall submit design standards for public spaces and street character in the Site Development Concept Plan and/or Site Development Section Plans. Site Development Concept and/or Section Plans shall contain design standards that create visually appealing development pattern consistent with the intent of the Downtown Concept. Section plans shall contain architectural elevations, colored renderings and building materials to be reviewed by the Architectural Review Board and subject to approval by the Planning Commission.
2. Building facades should be articulated by using color, arrangement or change in materials to emphasize the façade elements. The planes of exterior walls may be varied in height, depth, or directions.
3. Trash enclosures: The location, material, and elevation of any trash enclosure will be approved on the Site Development Concept Plan or Site Development Section Plan. All exterior trash areas, except pedestrian trash receptacles, will be enclosed with a six (6) foot high sight-proof enclosure with materials that match the adjacent structures and complemented by adequate landscaping as approved on the Master Landscape Package.
4. Mechanical equipment shall be adequately screened in accordance to the Architecture Review Design Standards.

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

1. Access to the development from external roadways shall be shown on the Site Development Concept Plan and as directed by the City of Chesterfield, the Missouri Department of Transportation and the St. Louis County Department of Transportation, as applicable.
2. Any improvements within Missouri Department of Transportation's right-of-way will require a permit. The entrance geometries and drainage design shall be in accordance with Missouri Department of Transportation standards.
3. No gated streets will be permitted.

4. Cross access shall be provided to adjoining properties as directed by the City of Chesterfield.

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

1. Sidewalks shall substantially conform with the Preliminary Development Plan. ADA compliant sidewalks will be required along all roadways and connections to existing sidewalks of all roadways adjacent to the District shall be provided. The design and layout of the sidewalks and pedestrian ways shall be detailed in the Site Development Concept Plan and Site Development Section Plans.
2. Sidewalks and pedestrian trails/bicycle path shall provide future connectivity to adjacent developments and/or roadway projects. Sidewalks may be located within a right-of-way controlled by another agency if permitted by that agency, or on private property within an easement dedicated to the City for public use but to be maintained by the property owner.
3. Evaluate and provide pedestrian access and connectivity from the District to Central Park in the Site Development Concept Plan.
4. On-street parking shall substantially conform with the Preliminary Development Plan. On-street parking stalls shall be designed and located such that vehicles do not back out into an intersection. Corner clearance distance shall be not less than 30 feet between the edge of the parking stall and the intersection. The design and layout of the on-street parking shall be finalized on the Site Development Concept Plan.
5. Obtain approvals from the City of Chesterfield, St. Louis County Department of Transportation, and the Missouri Department of Transportation as necessary for locations of proposed curb cuts and access points, areas of new dedication, and roadway improvements.
6. Additional right-of-way and road improvements shall be provided, as required by the Missouri Department of Transportation, St. Louis County Department of Transportation, and the City of Chesterfield.
7. Pedestrian crossing of roadways is required to be at a 90-degree angle in order to minimize the crossing distance for pedestrians.
8. Internal streets and sidewalks shall be private and remain private forever unless an alternate agreement is reached and executed between the City of Chesterfield and TSG Downtown Chesterfield Redevelopment LLC whereby the City accepts the internal streets and/or sidewalks as public. The City is under no obligation to enter into such an agreement.



## **K. TRAFFIC STUDY**

1. Provide a traffic study as directed by the City of Chesterfield and/or Missouri Department of Transportation 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, an updated model shall be required.
2. Provide a sight distance evaluation report, as required by the City of Chesterfield, for the proposed entrances, as directed. If adequate sight distance cannot be provided at the access location, acquisition of right-of-way, reconstruction of pavement, including correction to the vertical alignment, and/or other off-site improvements shall be required, as directed by the City of Chesterfield, St. Louis County Department of Transportation and/or the Missouri Department of Transportation as applicable.

## **L. STORM WATER**

1. The site shall provide for the positive drainage of storm water and it shall be discharged at an adequate natural discharge point or connected to an adequate piped system. Formal review, approval and permits by Metropolitan St. Louis Sewer District is required.
2. Stormwater management shall comply with the Chesterfield Village Southwest Quadrant Storm Water Management Plan exhibit (MSD P-002807800) as directed by the City of Chesterfield and the Metropolitan St. Louis Sewer District.

## **M. SANITARY SEWER**

1. Provide public sewer service for the site including sanitary force mains, gravity lines and/or regional pump stations, in accordance with Metropolitan St. Louis Sewer District (MSD) and the City of Chesterfield regulations.
2. Sanitary sewers shall be as approved by the City of Chesterfield and the Metropolitan St. Louis Sewer District.
3. Extension of public sanitary sewer lines will be necessary to serve this site and proper easements may be required. Private sanitary sewer laterals may not cross property lines. The receiving sanitary sewer system(s) shall be evaluated to ensure adequate capacity and to ensure the project has no negative impacts to the existing systems.

4. The project is in the Caulks Creek Service Area and subject to the Caulks Creek Surcharge. Sanitary flow rates leaving the sites shall be limited to the maximum extent practical. The maximum allowable sanitary flow release rate is 1.98 CFS. The 1.98 CFS rate includes all phases of the development as well as any existing uses.
5. MSD will allow the entire site to connect to the public sanitary system as proposed after the completion of the Caulks B Pump Station Replacement project. MSD will allow a portion of the development to connect to the sanitary system prior to completion of the replacement pump station for Caulks B limited by based on the actual flows at the existing pump stations, its capacity, anticipated flows from the development.
6. Formal plan submittal and approval will be required by the MSD prior to the issuance of permits.

#### **N. POWER OF REVIEW**

The City Council shall have automatic power of review of all Site Development Plans, Site Development Concept Plans, and Site Development Section Plans for the subject development. The City Council will then take appropriate action relative to the proposal.

#### **O. CITY COUNCIL REVIEW OF SITE DEVELOPMENT CONCEPT PLANS, SITE DEVELOPMENT PLANS AND SITE DEVELOPMENT SECTION PLANS**

The City Council reserves full authority to deny any request for approval of a Site Development Concept Plan, Site Development Plan or Site Development Section Plan (each a "Development Plan"), or to impose conditions on their approval. The City Council shall not approve a Development Plan unless it finds that the application and evidence presented clearly indicate that the proposed Development Plan:

1. Will contribute to and promote a diverse residential and commercial mixed-use environment in which residential and commercial uses are integrated pursuant to a downtown concept;
2. Will contribute to and promote a creative and coordinated design and architectural styles;
3. Will contribute to and promote efficient and effective pedestrian and vehicular circulation;
4. Complies with the Unified Development Code (unless modified herein), the City's Comprehensive Plan, as amended from time to time, and the provisions of this Ordinance; and

5. Is consistent with the June 15, 2023 Narrative submitted by the Applicant, Attached hereto as Exhibit C.

In the property owner(s) discretion, a Site Development Concept Plan may be submitted for Area 1, 2, and 3 and a separate Site Development Concept Plan (or Site Development Plan) may be submitted for Area 4.

#### **P. GEOTECHNICAL REPORT**

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

#### **Q. SUPPLEMENTATION, MODIFICATION, AND/OR ALTERATION**

Upon application from a petitioner, any performance standard provided in this Attachment "A" or required by any other District regulation or Ordinance of the City may be supplemented, modified, or altered in the Site Development Concept Plan or Site Development Section Plan provided such supplement, modification and/or alteration will further the purpose and intent of the PC&R District. A public hearing is not required in the process and recommendation by the Planning Commission will be forwarded by the City Council for final approval.

#### **R. MISCELLANEOUS**

1. All utilities shall be installed underground.
2. Prior to record plat approval, the developer shall cause, at its expense and prior to recording any plat, the reestablishment, restoration or appropriate witnessing of Corners of the United States Public Land Survey located within, or which define or lie upon, the out boundaries of the subject tract in accordance with the Missouri Minimum Standards relating to the preservation and maintenance of the United States Public Land Survey Corners, as necessary US Survey Corners located on or near the development site must be protected and shall be restored if disturbed due to construction.
3. Prior to the release of subdivision construction deposits, the developer shall provide certification by a registered land surveyor that all monumentation depicted on the record plat has been installed and the United States Public Land Survey Corners have not been disturbed during construction activities or that have been reestablished and the appropriate documents filed with the Missouri Department of Natural Resources Land Survey Program, as necessary.

4. Any retaining wall along public right of way shall be private and remain private forever and shall be located such that it is not necessary to support any public improvements.
5. Road improvements and right-of-way dedication shall be completed prior to the issuance of an occupancy permit. If development phasing is anticipated, the developer shall complete road improvements, right-of-way dedication, and access requirements for each phase of development as directed by the City of Chesterfield. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.
6. Applicant/Owners of parcels submitting Site Development Section Plans shall be required to contribute a Traffic Generation Assessment (TGA) of the applicable as established by Ordinance 3207 or amendments thereafter to the City of Chesterfield. Allowable credits for required improvements will be awarded as directed by the City of Chesterfield.
7. The TGA deposit shall be made prior to the issuance of a Municipal Zoning Approval (MZA) by the City of Chesterfield.
8. The developer is advised that utility companies will require compensation for relocation of their facilities with public road right of way. Utility relocation cost shall not be considered an allowable credit against the petitioner's traffic generation assessment contributions. The developer should also be aware of the extensive delays in utility company relocation and adjustments. Such delays will not constitute a cause to allow occupancy prior to completion of road improvements.
9. Kiosks are allowed in the District provide they do not impede pedestrian and vehicular traffic and meet ADA accessibility requirements. Kiosks can be an arrangement of mobile units, fixed units, or a mixture of both joined together to form a structure not to exceed 100 square feet. Uses within kiosks will be approved uses in this Attachment. A Special Activity Permit may be required as directed by the City of Chesterfield.

## **II. GENERAL CRITERIA**

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

The Site Development Concept Plan shall include all items previously referenced in this Attachment, **be consistent with Section O. of this ordinance**, and:

1. Any Site Development Concept Plan shall show all information required on a preliminary plat as required in the City of Chesterfield Code and as required herein.

2. Provide comments/approvals from the appropriate Fire District, the St. Louis County Department of Transportation, Monarch Chesterfield Levee District, Spirit of St. Louis Airport and the Missouri Department of Transportation.
3. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.
4. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.
5. Out boundary plat and legal description of property.
6. A note indicating all utilities will be installed underground.
7. Adhere to the Tree Preservation and Landscape requirements of the UDC and submit a Concept Landscape Plan.
8. Adhere to the Lighting requirements of the UDC and/or submit a Specialty Lighting package.
9. Adhere to the Signage requirements of the UDC and/or submit a Comprehensive Sign Package.
10. Provide design standards for all public spaces and street character. The Architectural Review Board shall review all Site Development Concept Plans of the design of public spaces and street character and make recommendations for approval to the Planning Commission.
11. Where known, depict the location of all buildings, size, including height and distance from adjacent property lines, and proposed use.
12. Specific structure, parking setbacks and build-to lines along all roadways and property lines.
13. Indicate location of all existing and proposed freestanding development monument signs.
14. Zoning district lines, subdivision name, lot number, dimensions, and area, and zoning of adjacent parcels where different than site.
15. Depict existing and proposed improvements within 150 feet of the site. 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.

16. 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.
17. Indicate the location of the proposed storm sewers, detention basins, sanitary sewers and connection(s) to the existing systems.
18. 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.
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.

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

The Site Development Section Plans shall include all items previously referenced in this Attachment and:

1. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.
2. Parking calculation, including calculation for all spaces, required and proposed, and the number, size and location for handicap designed.
3. For commercial development, provide square footage proposed.
4. For residential development provide the number of units proposed to be built.
5. For hotel development provide the square footage and number of rooms proposed.
6. A note indicating all utilities will be installed underground.
7. Address all signage in accordance with the City of Chesterfield Code and provided in the Site Development Concept Plan.
8. Address landscaping in accordance with the Tree Preservation and Landscape requirements in the UDC and provided in the Site Development Concept Plan.
9. Address all lighting in accordance with the Lighting requirements in the UDC and provided in the Site Development Concept Plan.

10. Depict the location of all buildings, size, including height and distance from adjacent property lines and proposed use.
11. Specific structure, parking setbacks and build-to lines along all roadways and property lines.
12. Indicate location of all existing and proposed freestanding monument signs.
13. Zoning district lines, subdivision name, lot number, lot dimensions, lot area, and zoning of adjacent parcels where different than site.
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. Signed and sealed in conformance with the State of Missouri Department of Economic Development, Division of Professional Registration, Missouri Board for Architects, Professional Engineers and Land Surveyors requirements.
19. Provide comments/approvals from the appropriate Fire District, Monarch Levee District, Spirit of St. Louis Airport, St. Louis Department of Transportation, Metropolitan St. Louis Sewer District (MSD), and the Missouri Department of Transportation.
20. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

### **III. RECORDING**

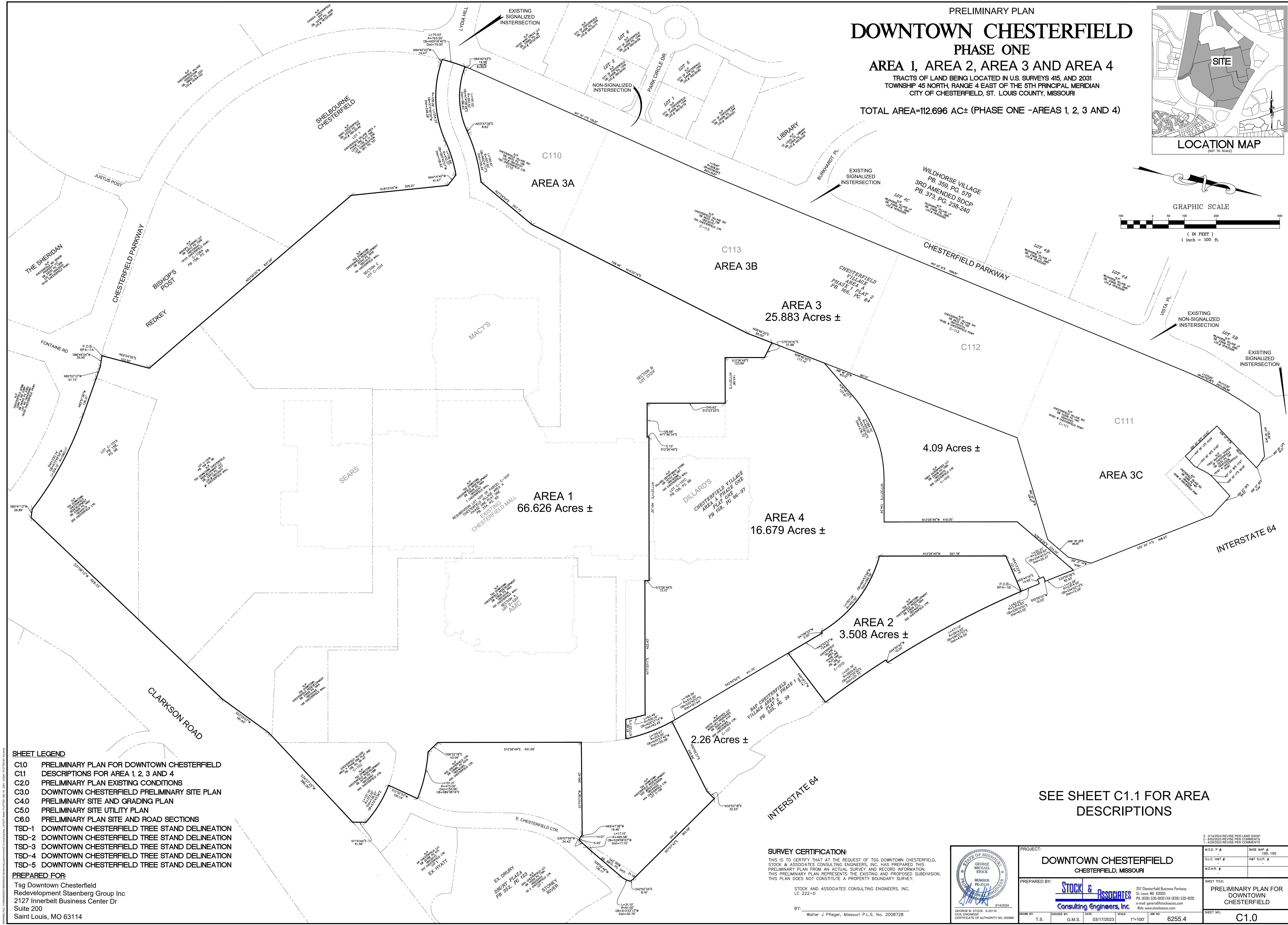
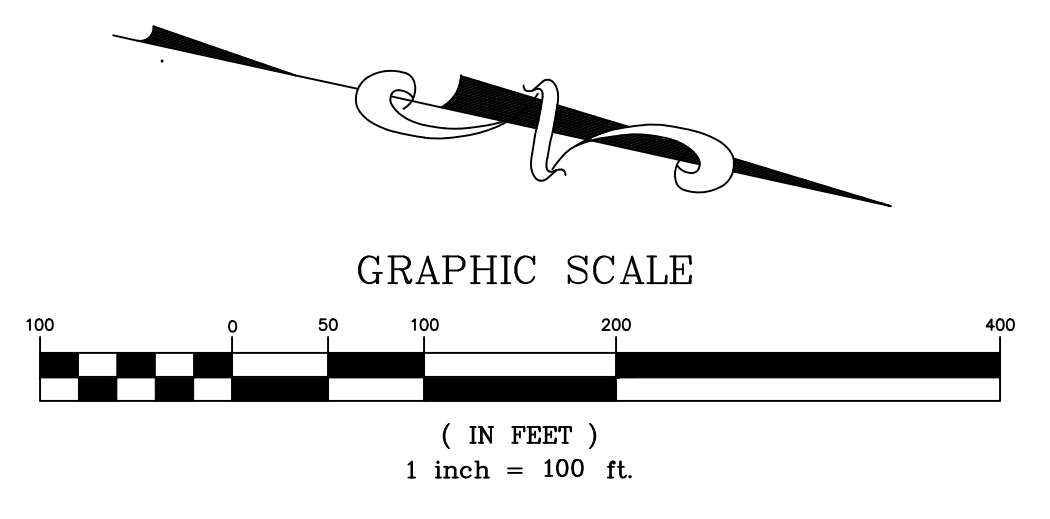
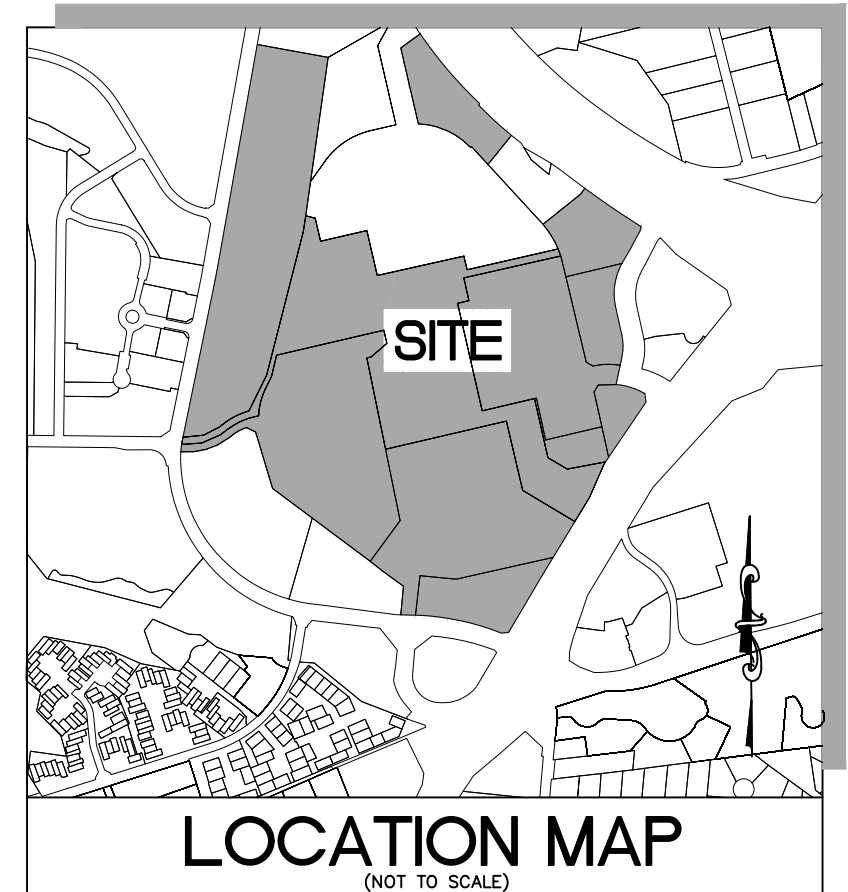
Within sixty (60) days of approval of any development plan by the City of Chesterfield, the approved Plan will be recorded with the St. Louis County Recorder of Deeds. Failure to do so will result in the expiration of approval of said plan and require re-approval of a plan by the Planning Commission.

#### **IV. ENFORCEMENT**

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



PRELIMINARY PLAN  
**DOWNTOWN CHESTERFIELD**  
**PHASE ONE**  
**AREA 1, AREA 2, AREA 3 AND AREA 4**  
 TRACTS OF LAND BEING LOCATED IN U.S. SURVEYS 415, AND 2031  
 TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN  
 CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI  
 TOTAL AREA=112.696 AC± (PHASE ONE -AREAS 1, 2, 3 AND 4)

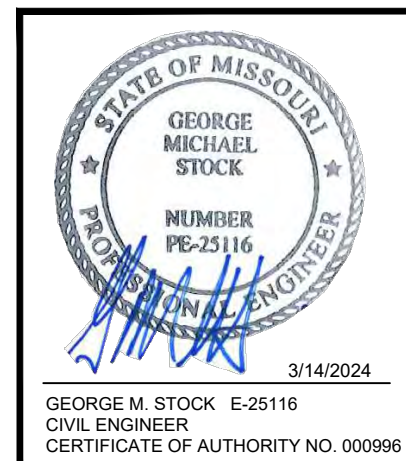


- SHEET LEGEND**
- C10 PRELIMINARY PLAN FOR DOWNTOWN CHESTERFIELD
  - C11 DESCRIPTIONS FOR AREA 1, 2, 3 AND 4
  - C2.0 PRELIMINARY PLAN EXISTING CONDITIONS
  - C3.0 DOWNTOWN CHESTERFIELD PRELIMINARY SITE PLAN
  - C4.0 PRELIMINARY SITE AND GRADING PLAN
  - C5.0 PRELIMINARY SITE UTILITY PLAN
  - C6.0 PRELIMINARY PLAN SITE AND ROAD SECTIONS
  - TSD-1 DOWNTOWN CHESTERFIELD TREE STAND DELINEATION
  - TSD-2 DOWNTOWN CHESTERFIELD TREE STAND DELINEATION
  - TSD-3 DOWNTOWN CHESTERFIELD TREE STAND DELINEATION
  - TSD-4 DOWNTOWN CHESTERFIELD TREE STAND DELINEATION
  - TSD-5 DOWNTOWN CHESTERFIELD TREE STAND DELINEATION

**PREPARED FOR:**  
 Tsg Downtown Chesterfield  
 Redevelopment Staenberg Group Inc  
 2127 Innerbelt Business Center Dr  
 Suite 200  
 Saint Louis, MO 63114

**SEE SHEET C1.1 FOR AREA DESCRIPTIONS**

**SURVEY CERTIFICATION:**  
 THIS IS TO CERTIFY THAT AT THE REQUEST OF TSG DOWNTOWN CHESTERFIELD, STOCK & ASSOCIATES CONSULTING ENGINEERS, INC. HAS PREPARED THIS PRELIMINARY PLAN FROM AN ACTUAL SURVEY AND RECORD INFORMATION. THIS PRELIMINARY PLAN REPRESENTS THE EXISTING AND PROPOSED SUBDIVISION. THIS PLAN DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY.  
 STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC.  
 LC 222-D  
 BY: Walter J Pfeifer, Missouri P.L.S. No. 2008728



|   |                |   |              |
|---|----------------|---|--------------|
| PROJECT:<br><b>DOWNTOWN CHESTERFIELD</b><br>CHESTERFIELD, MISSOURI          |                | M.S.D. P. #   | BASE MAP #   |
| PREPARED BY:<br><b>Stock &amp; Associates</b><br>Consulting Engineers, Inc. |                | S.L.C. H&T #  | H&T S.L.P. # |
| DATE: 03/17/2023  |                | M.D.N.R. #  |              |
| SCALE: 1"=100'  | JOB NO. 6255.4 | SHEET TITLE:<br><b>PRELIMINARY PLAN FOR DOWNTOWN CHESTERFIELD</b> |              |
| DRAWN BY: T.S.  |                | SHEET NO.: <b>C1.0</b>  |              |

3-3142024 REVISE PER LAND SWAP  
 2-4002023 REVISE PER COMMENTS  
 1-4002023 REVISE PER COMMENTS



## AREA 1 DESCRIPTION

Beginning at the southeastern corner of Lot C-108 of Chesterfield Village A Phase One Plat One, a subdivision according to the plat thereof as recorded in Plat Book 158, Page 96 of the St. Louis County records, said point also being located on the northern right-of-way line of West Chesterfield Parkway, variable width; thence along the eastern line of said lot C-108, North 02 degrees 24 minutes 55 seconds East, 153.50 feet to the northeastern corner thereof, thence along the northeastern lines of said Lot C108 and Lot 1 of the Chesterfield Village Area "A" Phase One Plat One Lots C109 and C208 Lot Consolidation Plat, a subdivision according to the plat thereof as recorded in Plat Book 367, Page 521 of above said records, the following courses and distances: North 52 degrees 55 minutes 05 seconds West, 837.00 feet; North 18 degrees 15 minutes 05 seconds West, 305.01 feet and North 64 degrees 14 minutes 40 seconds West, 41.67 feet to the beginning of a non-tangent curve to the left having a radius of 432.37 feet; thence along said curve with an arc length of 106.89 feet and a chord which bears South 60 degrees 42 minutes 07 seconds West, 106.62 feet to the beginning of a non-tangent curve to the right having a radius of 338.26 feet and an arc length of 254.23 feet and a chord which bears North 73 degrees 46 minutes 00 seconds West, 248.28 feet and North 94 degrees 40 minutes 43 seconds West, 14.47 feet to the eastern right-of-way line of West Chesterfield Parkway, 73 feet wide, said point also being located on a curve to the right having a radius of 763.50 feet; thence along said curve with an arc length of 75.03 feet and a chord which bears North 05 degrees 18 minutes 40 seconds East, 75.00 feet to the southwest corner of Lot C110 of Chesterfield Village Area A Phase 1 Plat 2 according to the plat thereof as recorded in Plat Book 166, Page 84 of above said records, thence along southern and eastern lines of said Chesterfield Village Area A Phase 1 Plat 2 the following courses and distances: South 84 degrees 40 minutes 43 seconds East, 14.48 feet to a non-tangent curve to the left having a radius of 262.50 feet, an arc length of 191.02 feet and a chord which bears North 74 degrees 28 minutes 28 seconds East, 186.83 feet; North 53 degrees 37 minutes 39 seconds East, 8.62 feet to the beginning of a non-tangent curve to the right having a radius of 507.82 feet, an arc length of 160.61 feet and a chord which bears North 62 degrees 41 minutes 17 seconds East, 159.94 feet; North 27 degrees 29 minutes 54 seconds East, 207.73 feet; North 14 degrees 25 minutes 19 seconds East, 758.46 feet and North 08 degrees 46 minutes 20 seconds East, 85.00 feet to the northmost corner of New Section B of the Resubdivision Plat of Lot C101F of Parcel C101F of Chesterfield Village Area A Phase 1 Plat One, Plat Book 334, Pages 65 and 65A; thence along the northern and eastern lines of said New Section B the following courses and distances: South 75 degrees 34 minutes 41 seconds East, 51.88 feet; South 12 degrees 26 minutes 49 seconds East, 123.89 feet and North 77 degrees 33 minutes 11 seconds East, 143.58 feet; thence departing the southern line of said New Section B the following courses and distances: South 12 degrees 23 minutes 25 seconds East, 245.62 feet; North 77 degrees 36 minutes 34 seconds East, 106.66 feet and North 12 degrees 26 minutes 49 seconds West, 5.73 feet to the northern line of above said New Section B; thence along said north line, North 77 degrees 33 minutes 11 seconds East, 451.32 feet and South 12 degrees 26 minutes 49 seconds East, 13.15 feet; thence departing the western line of said New Section B the following: North 77 degrees 33 minutes 11 seconds East, 422.43 feet to the beginning of a non-tangential curve to the right having a radius of 500.16 feet; along said curve with an arc length of 62.49 feet and a chord which bears South 25 degrees 27 minutes 14 seconds East, 62.45 feet to its intersection with the north line of said New Section B; thence along said north line, North 77 degrees 33 minutes 11 seconds East, 61.46 feet and to a point on a non-tangent curve to the left having a radius of 515.00 feet, said point also being located on the west line of Lot C 106 of above said Chesterfield Village A Phase One Plat One; thence along said curve with an arc length of 155.67 feet and a chord which bears North 32 degrees 57 minutes 40 seconds West, 155.08 feet to the western most corner of said Lot C 106; thence along the northwestern lines of said Lot C 106 the following: North 50 degrees 55 minutes 27 seconds East, 245.99 feet and North 32 degrees 52 minutes 18 seconds East, 32.53 feet to its intersection with the southern right-of-way line of Chesterfield Airport Road, variable width; thence along said right-of-way line South 57 degrees 07 minutes 42 seconds East, 341.40 feet to the northwest corner of that part of Chesterfield Center vacated by City of Chesterfield Ordinance Number 511, and recorded in Book 8872, Page 2431 of above said records; thence along the north, east and south lines of said vacation the following courses and distances: continuing Southeasterly along said line, South 57 degrees 07 minutes 42 seconds East, 21.18 feet; South 42 degrees 52 minutes 34 seconds East, 8.16 feet to the beginning of a non-tangent curve to the right having a radius of 61.00 feet, an arc length of 31.10 feet and a chord which bears South 13 degrees 33 minutes 13 seconds West, 30.76 feet; South 28 degrees 09 minutes 48 seconds West, 126.11 feet to the beginning of a curve to the right having a radius of 495.58 feet, an arc length of 17.10 feet and a chord which bears South 29 degrees 9 minutes 7 seconds West 17.10 feet; South 30 degrees 07 minutes 59 seconds West, 34.42 feet and North 69 degrees 47 minutes 38 seconds West, 19.46 feet to the eastern most corner of above said Lot C 106; thence along the southern line of said Lot C 106, South 77 degrees 7 minutes 6 seconds West, 290.42 feet; to the east line of New Section A of Lot C101F of above said Resubdivision Plat of Lot C101F of Parcel C101F of Chesterfield Village Area A Phase 1 Plat One; thence along said east lines of said New Section A the following courses and distances: South 12 degrees 26 minutes 49 seconds East, 451.59 feet; South 56 degrees 32 minutes 18 seconds East, 43.09 feet to the beginning of a non-tangent curve to the right having a radius of 473.00 feet, and along said curve with an arc length of 151.21 feet and a chord which bears South 89 degrees 38 minutes 16 seconds East, 150.56 feet; thence crossing Chesterfield Center Drive; South 12 degrees 32 minutes 53 seconds West, 100.14 feet to the north line of Lot C 102 of above said Chesterfield Village A Phase One Plat One, said point also being located on a non-tangent curve to the right having a radius of 373.00 feet; thence along said north line and last said curve with an arc length of 137.75 feet and a chord which bears South 70 degrees 43 minutes 56 seconds East, 136.97 feet; thence South 11 degrees 41 minutes 44 seconds East, 41.56 feet to the western right-of-way line of Clarkson Road, variable width thence along said right-of-way line the following courses and distances: South 34 degrees 27 minutes 25 seconds West, 386.00 feet; South 23 degrees 33 minutes 07 seconds West, 181.60 feet; South 31 degrees 8 minutes 12 seconds West, 828.33 feet and South 85 degrees 41 minutes 13 seconds West, 26.89 feet to the northern right-of-way line of above said West Chesterfield Parkway, said point also being located on a curve to the left having a radius of 1,060.17 feet; thence along said right-of-way line the following courses and distances: along said curve with an arc length of 334.12 feet and a chord which bears North 73 degrees 49 minutes 52 seconds West, 332.74 feet; North 82 degrees 51 minutes 36 seconds West, 126.21 feet; North 82 degrees 52 minutes 12 seconds West, 37.73 feet and South 86 degrees 45 minutes 4 seconds West, 35.95 feet to the POINT OF BEGINNING. Rev 4/17/23

Containing 2,902,238 square feet or 66.626 acres, more or less.

## AREA 2 DESCRIPTION

A tract of land being Lot C101D of the Chesterfield Village A Phase One Plat One, a subdivision according to the plat thereof as recorded in Plat Book 158, Page 96 of the St. Louis County records, located in U.S. Surveys 415 and 2002, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Beginning at the northernmost corner of above said Lot C101D, said point also being located on the southern right-of-way line of Chesterfield Airport Road, variable width, said point also being located on a curve to the left having a radius of 2,914.93 feet; thence along said right-of-way line the following courses and distances: southeasterly along said curve with an arc length of 477.12 feet and a chord which bears South 40 degrees 27 minutes 57 seconds East, 476.59 feet; South 44 degrees 50 minutes 42 seconds West, 10.00 feet; to the beginning of a curve to the left having a radius of 2,924.93 feet an arc length of 231.79 feet and a chord which bears South 47 degrees 25 minutes 30 seconds East, 231.70 feet to the southeast corner of above said Lot C101D; thence along the southeastern line of said Lot C101D, South 40 degrees 18 minutes 17 seconds West, 194.14 feet to the west line of said Lot C101D; thence along said west line the following courses and distances: North 42 degrees 53 minutes 57 seconds East, a distance of 124.85 feet; South 47 degrees 06 minutes 03 seconds West, 5.00 feet; to the beginning of a non-tangent curve to the left having a radius of 400.00 feet; along said curve with an arc length of 307.06 feet and a chord which bears North 64 degrees 53 minutes 28 seconds West, 299.58 feet to the southwest corner of said Lot C101D, thence along the western lines of said Lot C101D the following: North 12 degrees 26 minutes 49 seconds West, 397.78 feet and North 54 degrees 13 minutes 23 seconds East, 121.24 feet to the POINT OF BEGINNING.

Containing 152,812 square feet or 3.508 acres, more or less.

## AREA 3 DESCRIPTION

Tracts of land being Lots C110, C111, C112, and C113 of Chesterfield Village Area A Phase One Plat Two as recorded in Plat Book 166, Page 84; and Part of Us. Survey 415, as described in Book 10308, Page 1461 both of the St. Louis County Records, located in U.S. Surveys 415 and 2022, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Beginning at the southwestern corner of above said Lot C110, said point also being located on the eastern right-of-way line of West Chesterfield Parkway, 73 feet wide, said point also being located on a non-tangent curve to the right having a radius of 763.50 feet; thence along said right-of-way line the following courses and distances: along said curve with an arc length of 45.90 feet and a chord which bears North 10 degrees 04 minutes 33 seconds East, 45.90 feet; North 11 degrees 34 minutes 17 seconds East, 735.22 feet to the beginning of a curve to the left having a radius of 3,036.50 feet; along said curve with an arc length of 79.87 feet and a chord which bears North 10 degrees 49 minutes 04 seconds East 79.87 feet; North 10 degrees 03 minutes 51 seconds East, 1,599.81 feet to the beginning of a non-tangent curve to the right having a radius of 1,113.50 feet and a chord which bears North 17 degrees 03 minutes 36 seconds East, 269.98 feet and North 71 degrees 18 minutes 34 seconds East, 135.85 feet to its intersection with the southern right-of-way line of Chesterfield Airport Road, variable width; thence along said right-of-way line the following: South 69 degrees 05 minutes 13 seconds East, 32.21 feet and South 59 degrees 27 minutes 09 seconds East, 11.64 feet to the northwest corner of a tract of land as conveyed to First Baptist Church, by instrument recorded in Book 5232, Page 199 of above said records, thence along the west, south and eastern lines of said Church tract the following courses and distances: South 34 degrees 10 minutes 41 seconds West, 180.51 feet; South 55 degrees 53 minutes 58 seconds East, 137.63 feet; North 34 degrees 59 minutes 13 seconds East, 43.04 feet; North 15 degrees 05 minutes 30 seconds East, 47.83 feet and North 27 degrees 03 minutes 38 seconds East, 17.67 feet and North 35 degrees 05 minutes 17 seconds East, 82.29 feet to the southern right-of-way line of above said Chesterfield Airport Road; thence along said right-of-way line the following: South 59 degrees 27 minutes 09 seconds East, 84.03 feet and South 33 degrees 54 minutes 11 seconds East, 408.23 feet to the easternmost corner of above said Lot C111; thence along the eastern and southern lines of said Chesterfield Village Area A Phase One Plat Two the following courses and distances: South 02 degrees 31 minutes 25 seconds West, 74.82 feet; South 28 degrees 18 minutes 26 seconds West, 85.00 feet; South 60 degrees 52 minutes 24 seconds West, 334.47 feet; South 08 degrees 46 minutes 20 seconds West, 912.12 feet; South 14 degrees 25 minutes 19 seconds West, a distance of 758.46 feet; South 27 degrees 29 minutes 54 seconds West, 207.73 feet to the beginning of a non-tangent curve to the left having a radius of 507.82 feet; along said curve with an arc length of 160.61 feet and a chord which bears South 62 degrees 41 minutes 17 seconds West, 159.94 feet; South 53 degrees 37 minutes 39 seconds West, a distance of 8.62 feet to the beginning of a non-tangent curve to the right having a radius of 262.50 feet; along said curve with an arc length of 191.02 feet and a chord which bears South 74 degrees 28 minutes 28 seconds West, 186.83 feet and North 84 degrees 40 minutes 43 seconds West, 14.47 feet to the POINT OF BEGINNING.

Containing 1,127,465 square feet or 25.883 acres more or less.

## AREA 4 DESCRIPTION

A tract of land being Lot C101C of the Chesterfield Village A Phase One Plat One, a subdivision according to the plat thereof as recorded in Plat Book 158, Page 96 of the St. Louis County records, located in U.S. Surveys 415 and 2002, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

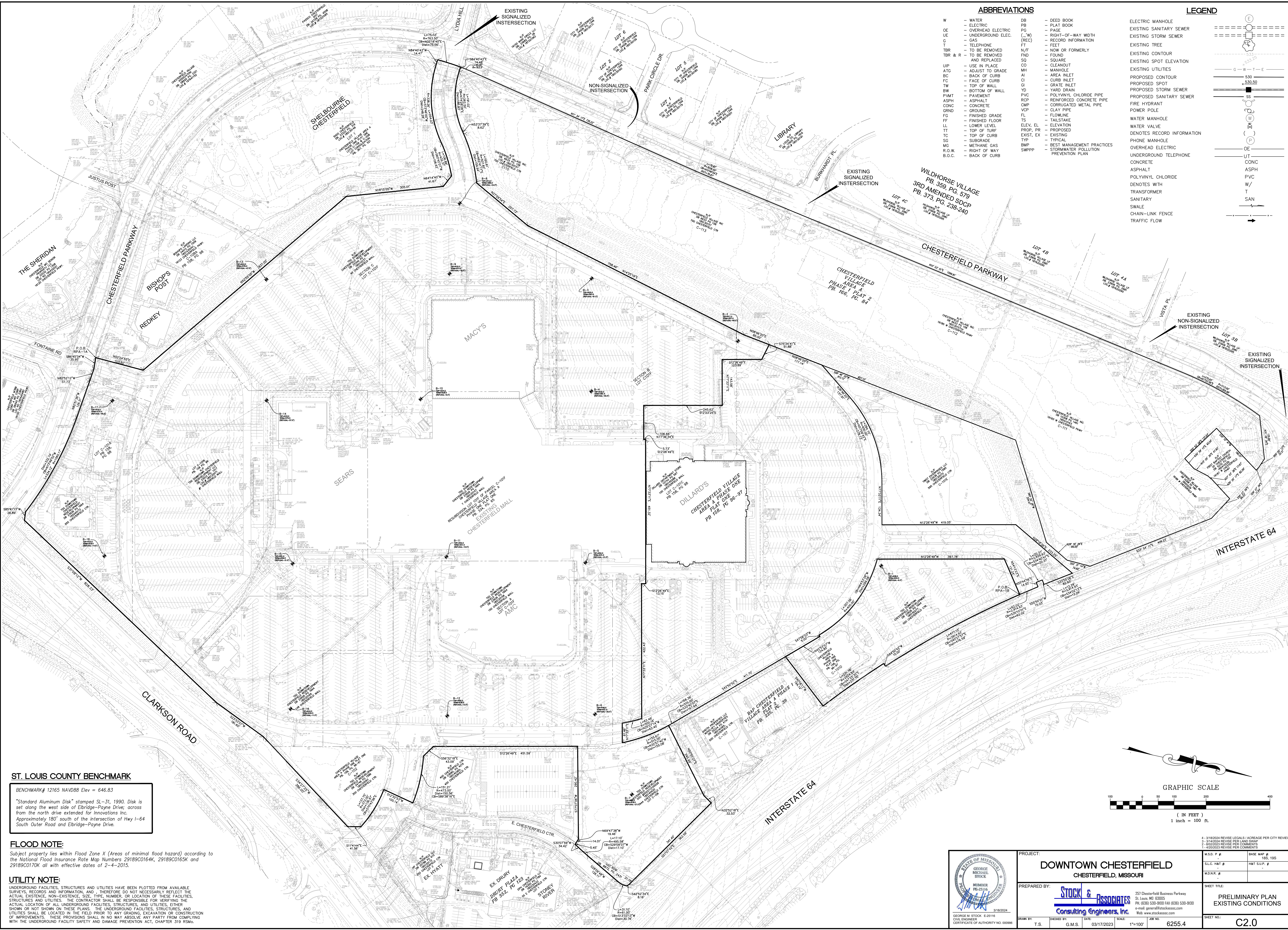
Beginning at the northernmost corner of above said Lot C101C, said point also being located on the southern right-of-way line of Chesterfield Airport Road, variable width.; thence along said right-of-way line the following courses and distances: South 33 degrees 55 minutes 06 seconds East, 82.93 feet to the beginning of a non-tangent curve to the left having a radius of 2,914.93 feet; along said curve with an arc length of 12.29 feet and a chord which bears South 34 degrees 02 minutes 13 seconds East, 12.29 feet; South 55 degrees 50 minutes 01 second West, 15.03 feet to the beginning of a curve to the left having a radius of 2,929.93 feet; along said curve with an arc length of 20.37 feet and a chord which bears South 34 degrees 40 minutes 47 seconds East, 20.37 feet; North 55 degrees 44 minutes 16 seconds East, 14.92 feet to the beginning of a non-tangent curve to the left having a radius of 2,914.93 feet; along said curve with an arc length of 62.02 feet and a chord which bears South 35 degrees 10 minutes 01 seconds East, 62.02 feet to the northernmost corner of Lot C101D of above said Chesterfield Village A Phase One Plat One; thence along the western line of said Lot C101D the following courses and distances: South 54 degrees 13 minutes 23 seconds West, 121.24 feet; South 12 degrees 26 minutes 49 seconds East, 397.78 feet to the beginning of a non-tangent curve to the right having a radius of 400.00 feet; along said curve with an arc length of 307.06 feet and a chord which bears South 64 degrees 53 minutes 28 seconds East, 299.58 feet; North 47 degrees 06 minutes 03 seconds East, 5.00 feet; South 42 degrees 53 minutes 57 seconds East, 124.85 feet to the northwest corner of Lot C107 of the Boundary Adjustment Plat of plat of Lots C106 & C107 of Chesterfield Village A Phase One Plat One, as recorded in Plat Book 225, Page 39 of above said records; thence along the west lines of said Lot C107 and C106, the following: South 42 degrees 50 minutes 52 seconds East, 411.70 feet to the beginning of a non-tangent curve to the right having a radius of 515.00 feet; along said curve with an arc length of 168.39 feet and a chord which bears South 33 degrees 40 minutes 07 seconds East, 167.64 feet to the south line of said Lot C101C.; thence along said south line, South 77 degrees 33 minutes 11 seconds West, 61.46 feet to a non-tangent curve to the left having a radius of 500.16 feet; then departing said south line along last said curve with an arc length of 62.49 feet and a chord which bears North 25 degrees 27 minutes 14 seconds West, 62.45 feet; thence South 77 degrees 33 minutes 11 seconds West, 422.43 feet to the east line of said Lot C101C; thence along the east and south lines of said Lot C101C, the following: North 12 degrees 26 minutes 49 seconds West, 13.15 feet and South 77 degrees 33 minutes 11 seconds East, 451.32 feet; thence departing said south line the following courses and distances: South 12 degrees 26 minutes 49 seconds East, 5.73 feet; South 77 degrees 36 minutes 34 seconds West, 106.66 feet and North 12 degrees 23 minutes 25 seconds West, a distance of 245.62 feet to its intersection with the south line of said Lot C101C; thence along the southern and western lines of said Lot C101C the following: South 77 degrees 33 minutes 11 seconds West, 143.58 feet; North 12 degrees 26 minutes 49 seconds West, 123.89 feet and North 75 degrees 34 minutes 41 seconds East, 51.88 feet to the west line of said Lot C101C.; thence along said west line, North 08 degrees 46 minutes 20 seconds East, 177.14 feet to the south line of Lot C101E of Chesterfield Village A Phase One Plat One; thence along the northern and eastern lines of said Lot C101E the following courses and distances: North 36 degrees 46 minutes 20 seconds East, 137.91 feet to the beginning of a non-tangent curve to the right having a radius of 400.00 feet; along said curve with an arc length of 284.70 feet and a chord which bears North 57 degrees 09 minutes 42 seconds East, 278.73 feet; North 77 degrees 33 minutes 11 seconds East, 134.34 feet; North 12 degrees 26 minutes 49 seconds West, 419.05 feet and North 28 degrees 18 minutes 26 seconds East, 233.25 feet to the POINT OF BEGINNING.

Containing 726,544 square feet or 16.679 acres, more or less.

3-3142024 REVISE PER LAND SWAP  
2-8022023 REVISE PER COMMENTS  
1-4022023 REVISE PER COMMENTS

|  |              |   |              |            |            |        |         |          |        |            |      |
|--|--------------|---|--------------|------------|------------|--------|---------|----------|--------|------------|------|
|  | PROJECT:     | DOWNTOWN CHESTERFIELD<br>CHESTERFIELD, MISSOURI   | M.S.D. P.#   | BASE MAP # |            |        |         |          |        |            |      |
|  | PREPARED BY: | 257 Chesterfield Business Parkway<br>St. Louis, MO 63005<br>PH: (636) 330-9100 FAX: (636) 330-9100<br>E-mail: garen@stockandassociates.com<br>Web: www.stockandassociates.com | S.L.C. H&T # | H&T S&LP # |            |        |         |          |        |            |      |
| DRAWN BY:  | T.S.         | DECODED BY:   | G.M.S.       | DATE:      | 03/17/2023 | SCALE: | 1"=100' | JOB NO.: | 6255.4 | SHEET NO.: | C1.0 |
| SHEET TITLE:<br>PRELIMINARY PLAN FOR<br>DOWNTOWN<br>CHESTERFIELD |              |   |              |            |            |        |         |          |        |            |      |



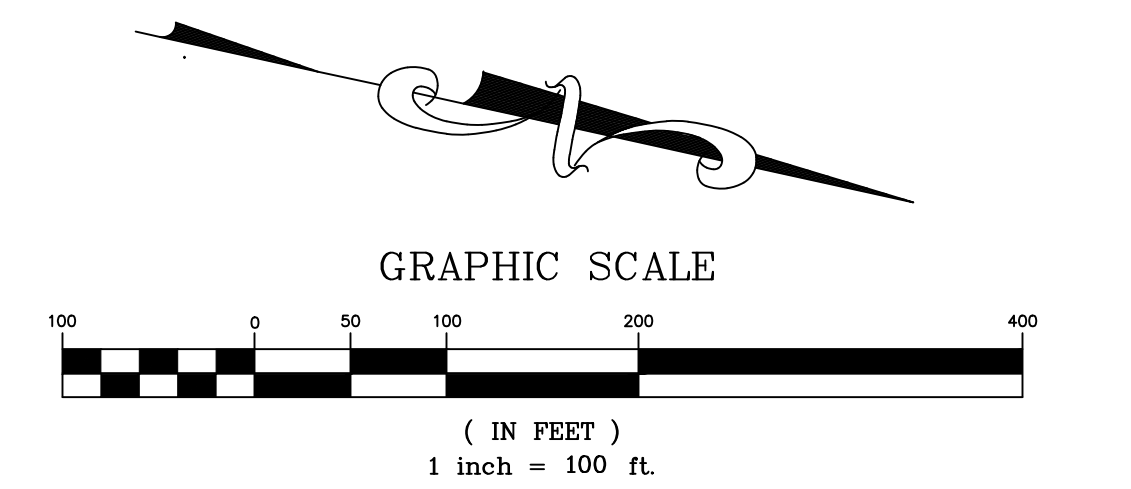


| ABBREVIATIONS |                              | LEGEND    |  |
|---------------|------------------------------|-----------|--|
| W             | - WATER                      | DB        | - DEED BOOK                            |
| OE            | - ELECTRIC                   | PB        | - PLAT BOOK                            |
| UE            | - OVERHEAD ELECTRIC          | PG        | - PAGE                                 |
| G             | - UNDERGROUND ELEC.          | (C-W)     | - RIGHT-OF-WAY WIDTH                   |
| T             | - GAS                        | (REC)     | - RECORD INFORMATION                   |
| TBR           | - TELEPHONE                  | FT        | - FEET                                 |
| TBR & R       | - TO BE REMOVED AND REPLACED | N/F       | - NOW OR FORMERLY                      |
| U/P           | - USE IN PLACE               | FND       | - FOUND                                |
| ATG           | - ADJUST TO GRADE            | SH        | - SQUARE                               |
| BC            | - BACK OF CURB               | CO        | - CLEANOUT                             |
| FC            | - FACE OF CURB               | N/H       | - NOW OR FORMERLY                      |
| TW            | - TOP OF WALL                | GI        | - GRATE INLET                          |
| BW            | - BOTTOM OF WALL             | AI        | - AREA INLET                           |
| PWMT          | - PAVEMENT                   | CI        | - CURB INLET                           |
| ASPH          | - ASPHALT                    | YD        | - YARD DRAIN                           |
| CONC          | - CONCRETE                   | PVC       | - POLYVINYL CHLORIDE PIPE              |
| GRND          | - GROUND                     | RCP       | - REINFORCED CONCRETE PIPE             |
| FG            | - FINISHED GRADE             | CMP       | - CORRUGATED METAL PIPE                |
| FF            | - FINISHED FLOOR             | CLP       | - CLAY PIPE                            |
| LL            | - LOWER LEVEL                | FL        | - FLOWLINE                             |
| TT            | - TOP OF TURF                | TS        | - TAILSTAKE                            |
| TC            | - TOP OF CURB                | EL        | - ELEVATION                            |
| SG            | - SUBGRADE                   | PROP. PR  | - PROPOSED                             |
| MG            | - METHANE GAS                | EXIST. EX | - EXISTING                             |
| R.O.W.        | - RIGHT OF WAY               | TYP       | - TYPICAL                              |
| B.O.C.        | - BACK OF CURB               | SMP       | - BEST MANAGEMENT PRACTICES            |
|               |                              | SWPPP     | - STORMWATER POLLUTION PREVENTION PLAN |

**ST. LOUIS COUNTY BENCHMARK**  
 BENCHMARK# 12165 NAVD88 Elev = 646.83  
 "Standard Aluminum Disk" stamped SL-31, 1990, Disk is set along the west side of Elbridge-Payne Drive, across from the north drive extended for Innovations Inc. Approximately 180' south of the intersection of Hwy I-64 South Outer Road and Elbridge-Payne Drive.

**FLOOD NOTE:**  
 Subject property lies within Flood Zone X (Areas of minimal flood hazard) according to the National Flood Insurance Rate Map Numbers 29189C0164K, 29189C0165K and 29189C0170K all with effective dates of 2-4-2015.

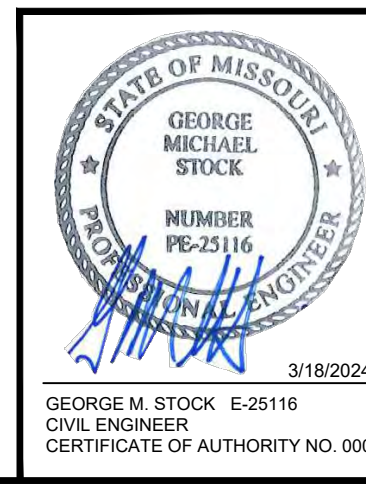
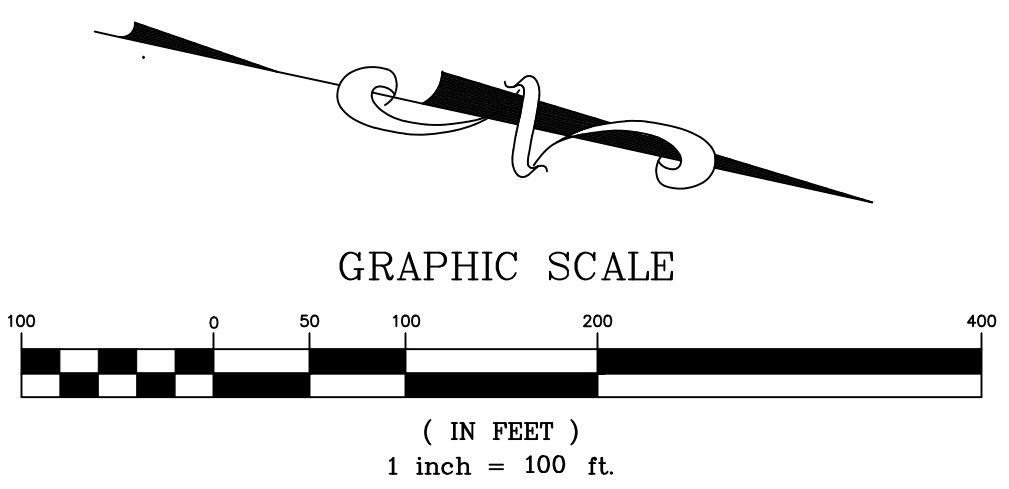
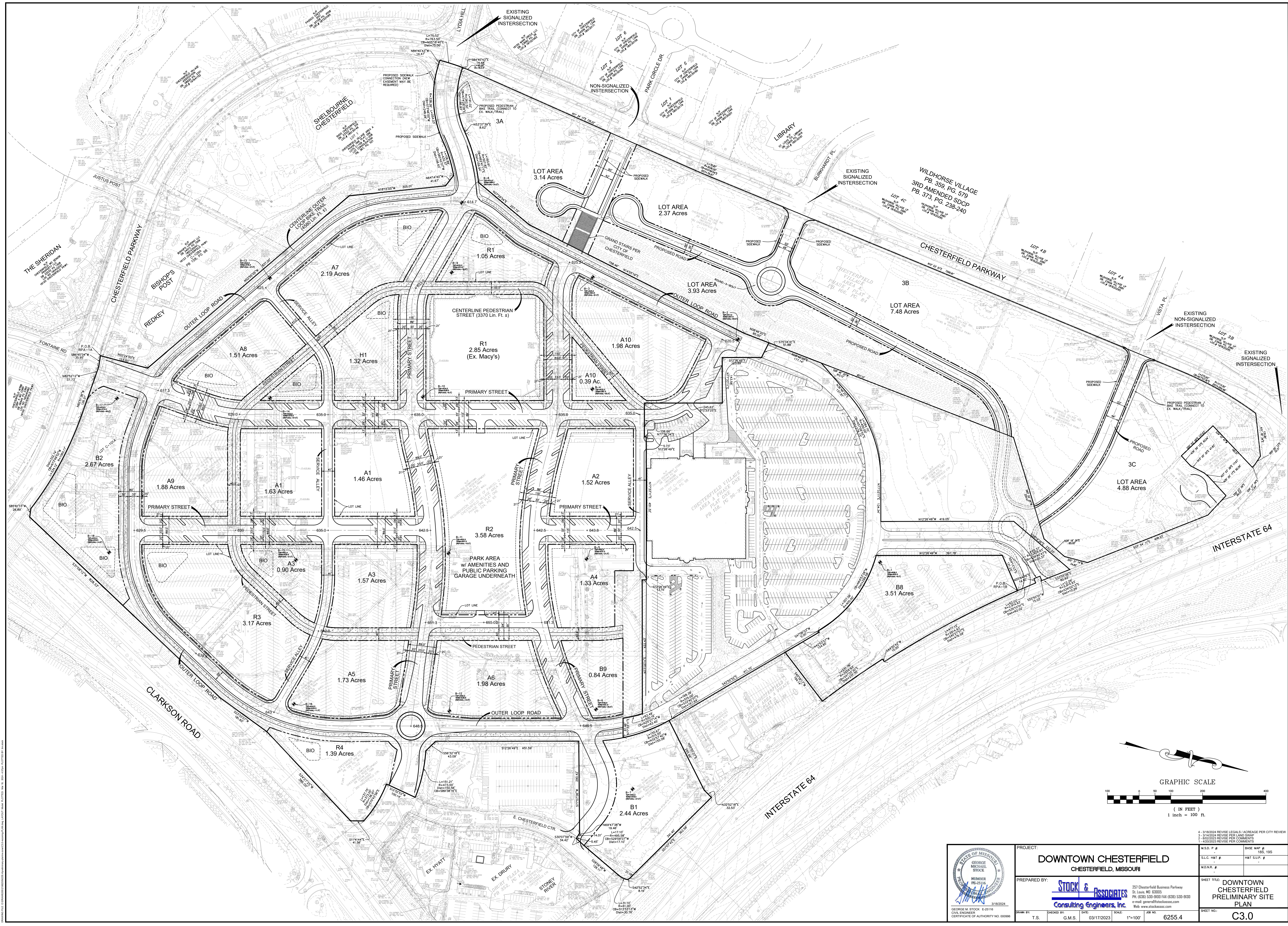
**UTILITY NOTE:**  
 UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS AND INFORMATION, AND THEREFORE DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NON-EXISTENCE, SIZE, TYPE, NUMBER, OR LOCATION OF THESE FACILITIES, STRUCTURES AND UTILITIES. THE CONTRACTOR 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.



|  |              |   |              |  |
|--|--------------|---|--------------|--|
|  | PROJECT:     | <b>DOWNTOWN CHESTERFIELD</b><br>CHESTERFIELD, MISSOURI      | M.S.D. P. #  | BASE MAP #                                     |
|  | PREPARED BY: | <b>Stock &amp; Associates</b><br>Consulting Engineers, Inc. | S.L.C. H&T # | H&T S.L.P. #                                   |
|  | DATE:        | 03/17/2023  | M.D.N.R. #   |  |
|  | SCALE:       | 1"=100'   | SHEET TITLE: | <b>PRELIMINARY PLAN</b><br>EXISTING CONDITIONS |
|  | JOB NO.:     | 6255.4  | SHEET NO.:   | <b>C2.0</b>                                    |

4 - 3/18/2024 REVISE LEGALS / ACROAGE PER CITY REVIEW  
 3 - 3/16/2024 REVISE PER LAND SWAMP  
 2 - 8/20/2023 REVISE PER COMMENTS  
 1 - 4/20/2023 REVISE PER COMMENTS

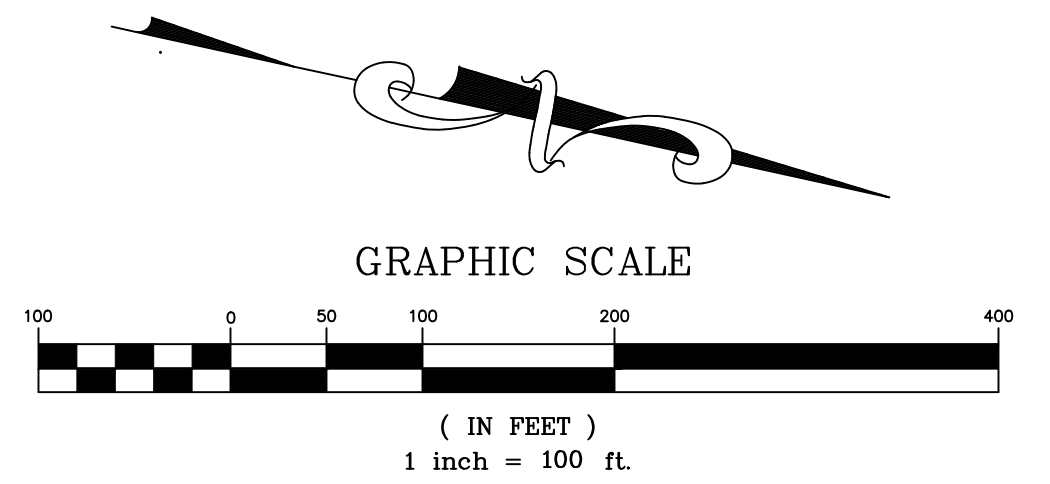
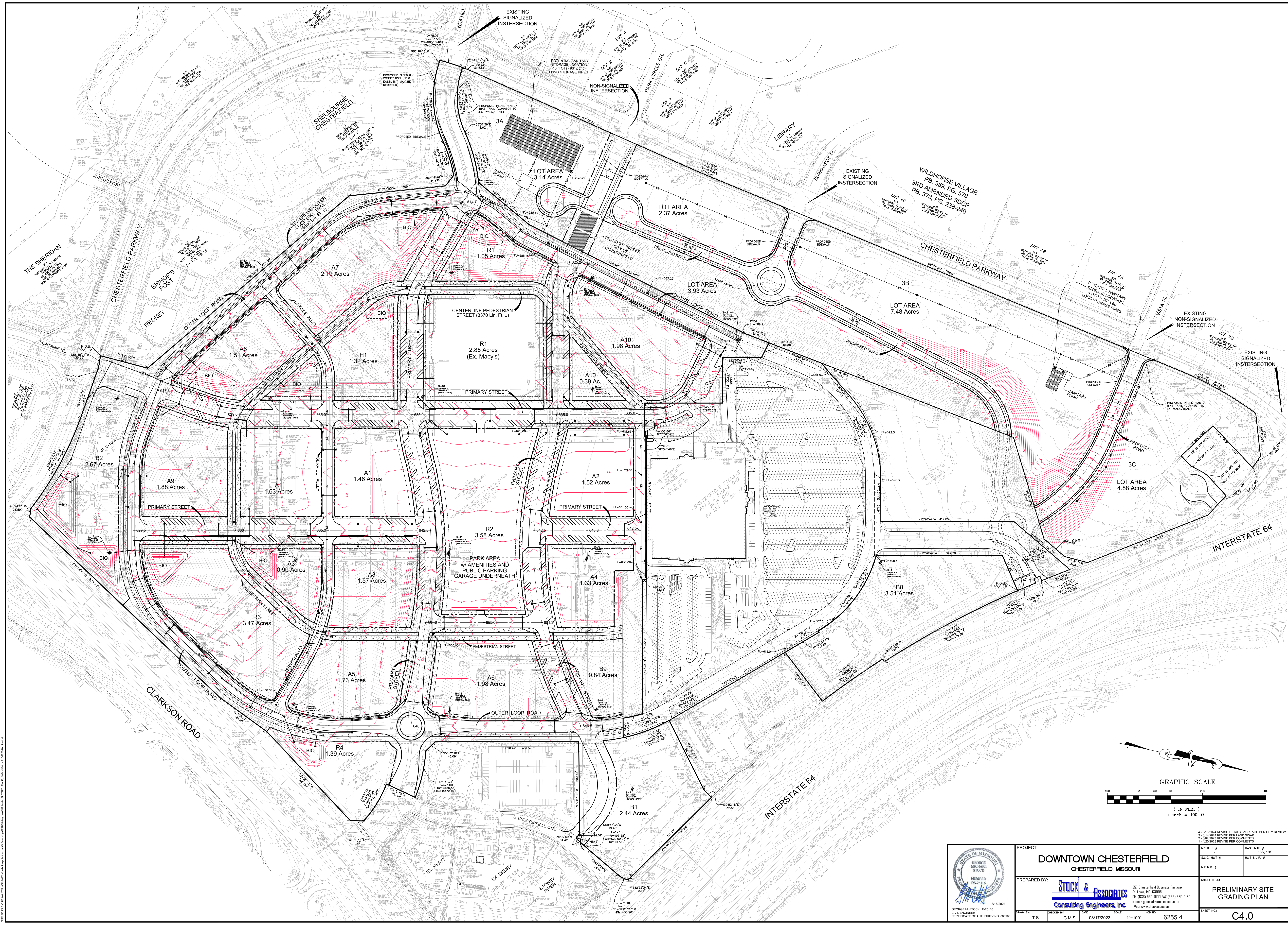




|  |                       |   |  |
|--|-----------------------|---|--|
| <b>PROJECT:</b><br>DOWNTOWN CHESTERFIELD<br>CHESTERFIELD, MISSOURI                 |                       | M.S.D. P. #<br>S.L.C. MAP #<br>M.D.N.R. #                             | BASE MAP #<br>H&T SLIP #<br>SHEET NO.  |
| <b>PREPARED BY:</b><br><b>Stock &amp; Associates</b><br>Consulting Engineers, Inc. |                       | <b>SHEET TITLE:</b><br>DOWNTOWN CHESTERFIELD<br>PRELIMINARY SITE PLAN |  |
| DRAWN BY:<br>T.S.  | CHECKED BY:<br>G.M.S. | DATE:<br>03/17/2023   | SCALE:<br>1"=100'<br>JOB NO.<br>6255.4 |

4-3/18/2024 REVISE LEGALS / ACREAGE PER CITY REVIEW  
 3-21/2024 REVISE PER LAND SWAP  
 2-8/2023 REVISE PER COMMENTS  
 1-4/2023 REVISE PER COMMENTS



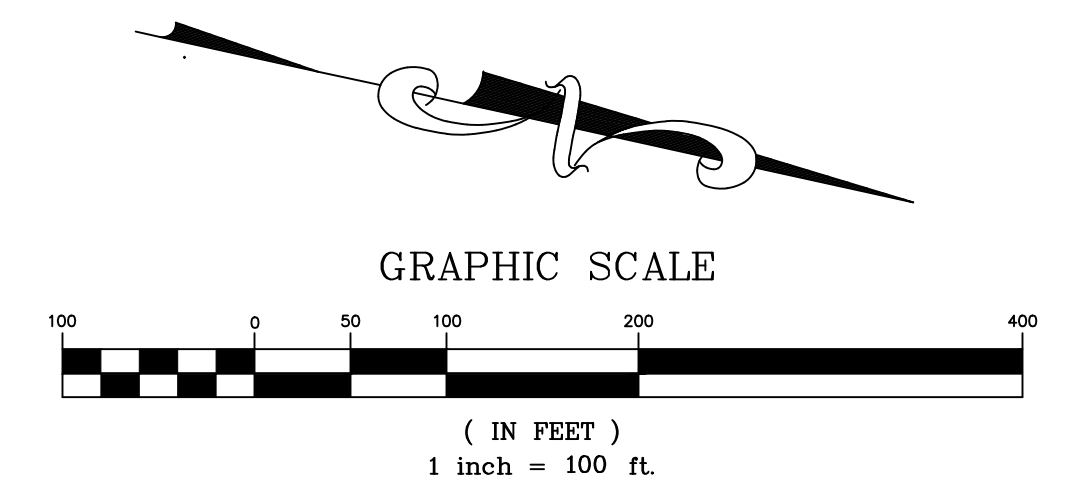
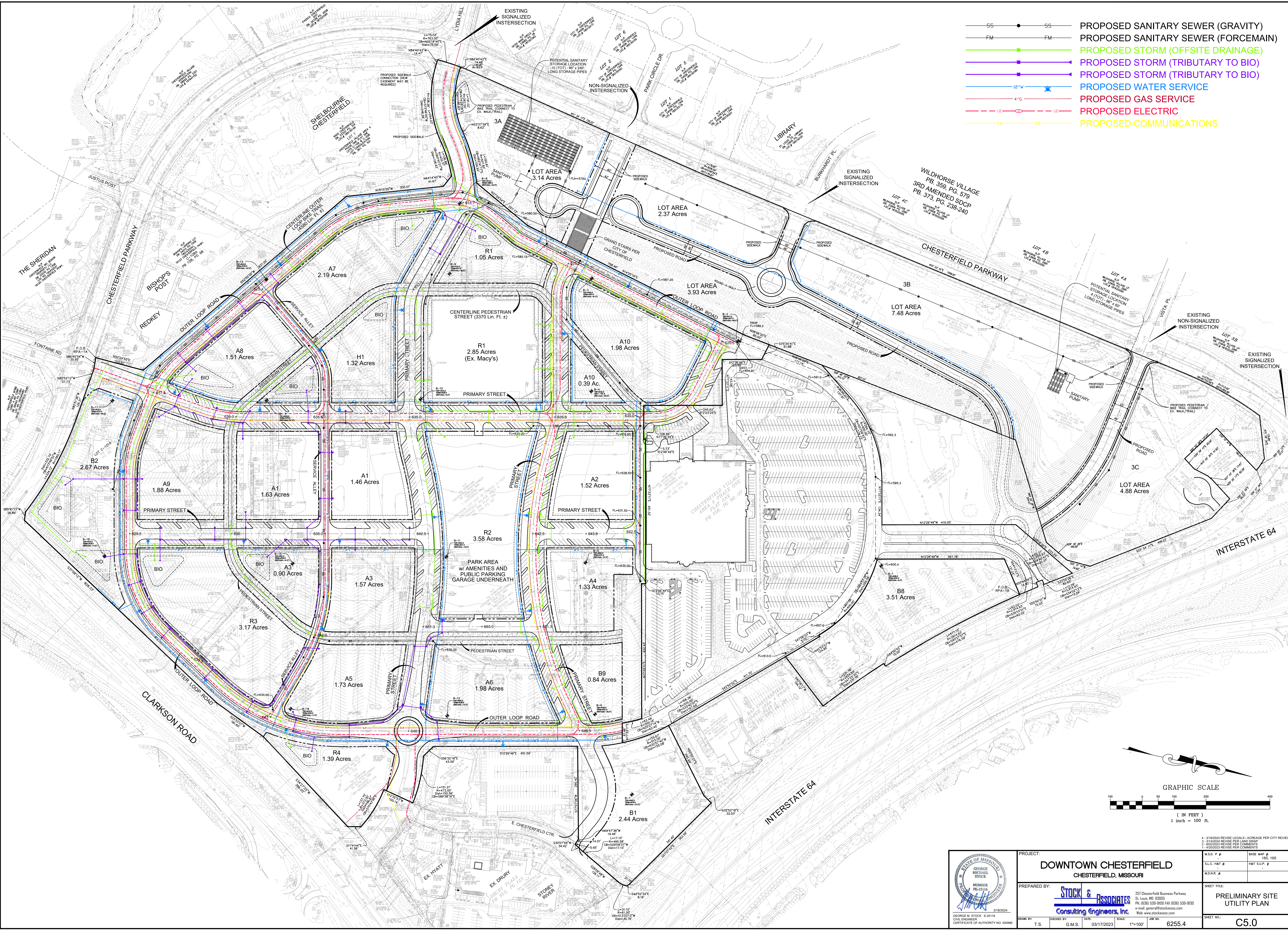


|   |                       |   |  |                                      |
|---|-----------------------|---|--|--------------------------------------|
|   | PROJECT:              | <b>DOWNTOWN CHESTERFIELD</b><br>CHESTERFIELD, MISSOURI      | M.S.D. P. #  | BASE MAP #                           |
|   | PREPARED BY:          | <b>STOCK &amp; ASSOCIATES</b><br>Consulting Engineers, Inc. | 257 Chesterfield Business Parkway<br>St. Louis, MO 63105<br>PH: (636) 530-9100 FAX: (636) 530-9300<br>e-mail: george@stockassociates.com<br>Web: www.stockassociates.com | 185, 195                             |
| GEORGE M. STOCK<br>CIVIL ENGINEER<br>CERTIFICATE OF AUTHORITY NO. 00096 | DATE:                 | 03/17/2023  | SHEET TITLE:   | <b>PRELIMINARY SITE GRADING PLAN</b> |
| DRAWN BY:<br>T.S.   | CHECKED BY:<br>G.M.S. | SCALE:<br>1"=100'   | SHEET NO.:<br>C4.0   | JOB NO.:<br>6255.4                   |

4 - 3/18/2024 REVISE LEGALS / ACREAGE PER CITY REVIEW  
 3 - 3/16/2024 REVISE PER LAND SWAP  
 2 - 8/20/2023 REVISE PER COMMENTS  
 1 - 4/20/2023 REVISE PER COMMENTS



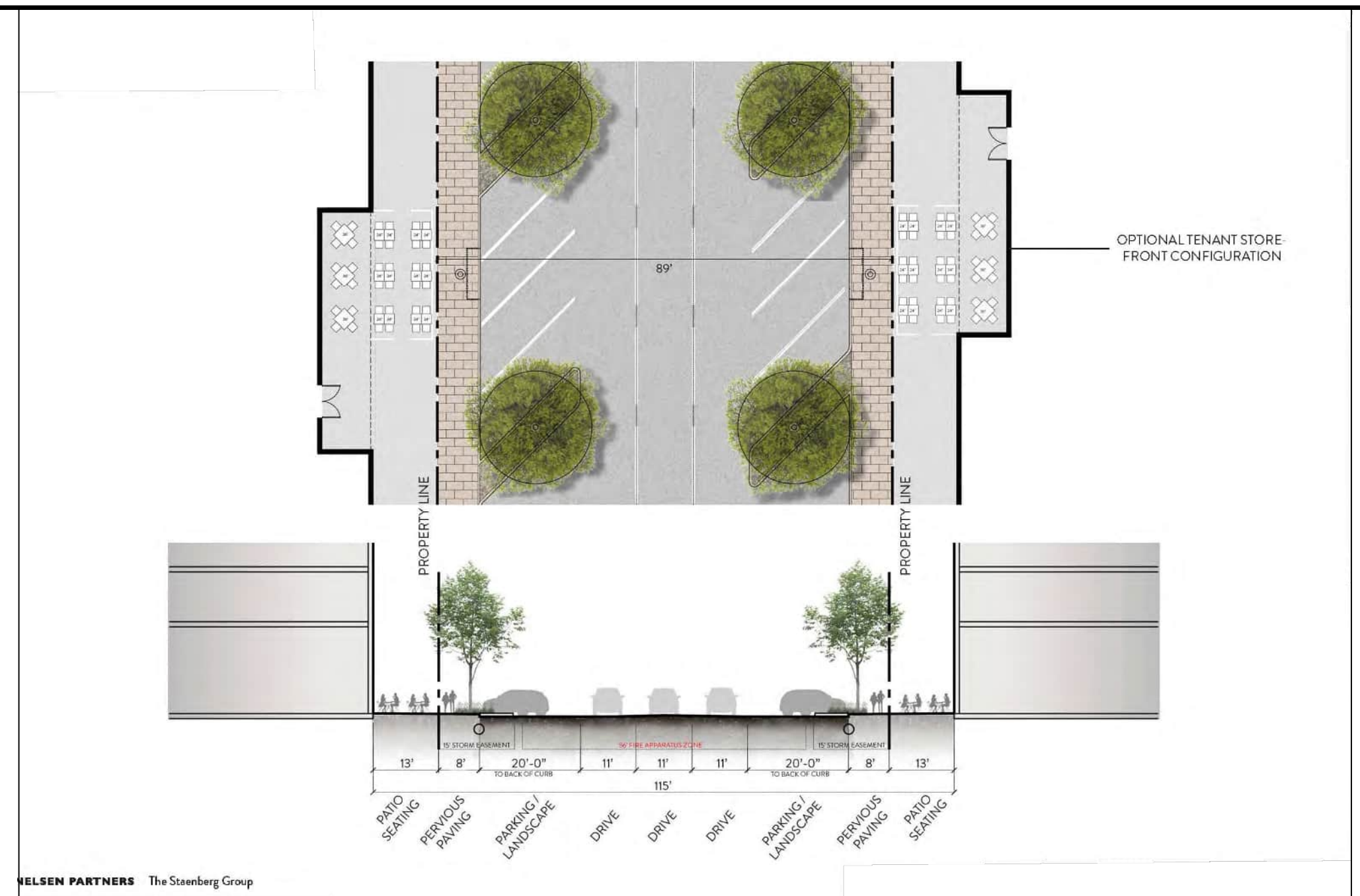
- SS — SS — PROPOSED SANITARY SEWER (GRAVITY)
- FM — FM — PROPOSED SANITARY SEWER (FORCEMAIN)
- PROPOSED STORM (OFFSITE DRAINAGE)
- PROPOSED STORM (TRIBUTARY TO BIO)
- PROPOSED STORM (TRIBUTARY TO BIO)
- 12" V — PROPOSED WATER SERVICE
- 4" G — PROPOSED GAS SERVICE
- PROPOSED ELECTRIC
- PROPOSED COMMUNICATIONS



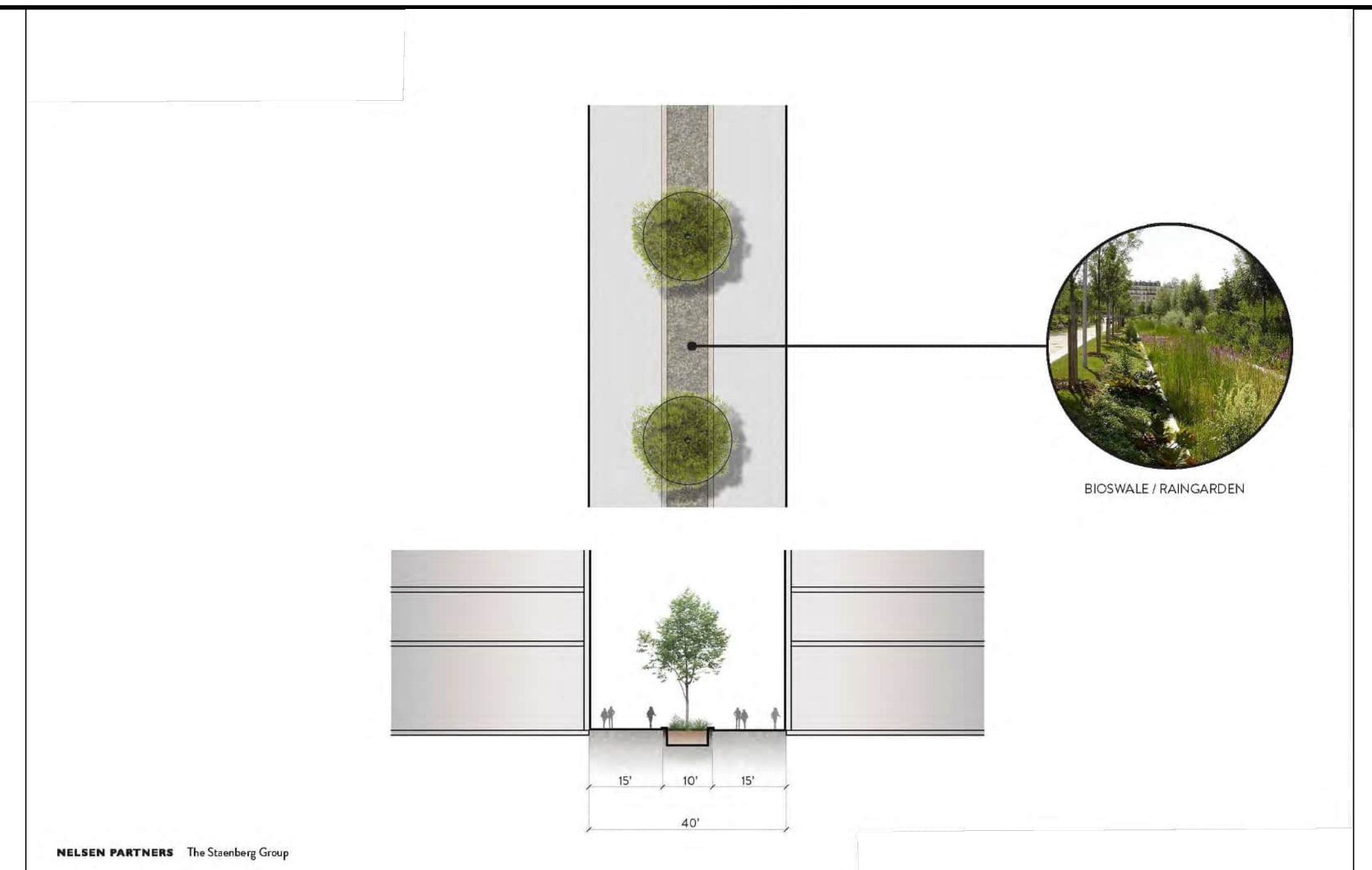
|   |                       |   |              |                                      |
|---|-----------------------|---|--------------|--------------------------------------|
|   | PROJECT:              | <b>DOWNTOWN CHESTERFIELD</b><br>CHESTERFIELD, MISSOURI      | M.S.D. P. #  | BASE MAP #                           |
|   | PREPARED BY:          | <b>STOCK &amp; ASSOCIATES</b><br>Consulting Engineers, Inc. | S.L.C. H&T # | H&T S.L.P. #                         |
| GEORGE M. STOCK<br>CIVIL ENGINEER<br>CERTIFICATE OF AUTHORITY NO. 00096 | DATE:                 | 03/17/2023  | SHEET TITLE: | <b>PRELIMINARY SITE UTILITY PLAN</b> |
| DRAWN BY:<br>T.S.   | CHECKED BY:<br>G.M.S. | SCALE:<br>1"=100'   | JOB NO.:     | 6255.4                               |
|   |                       |   | SHEET NO.:   | <b>C5.0</b>                          |

4-3/18/2024 REVISE LEGALS / ACRES PER CITY REVIEW  
 3-3/16/2024 REVISE PER LAND SWAP  
 2-8/2023 REVISE PER COMMENTS  
 1-4/2023 REVISE PER COMMENTS

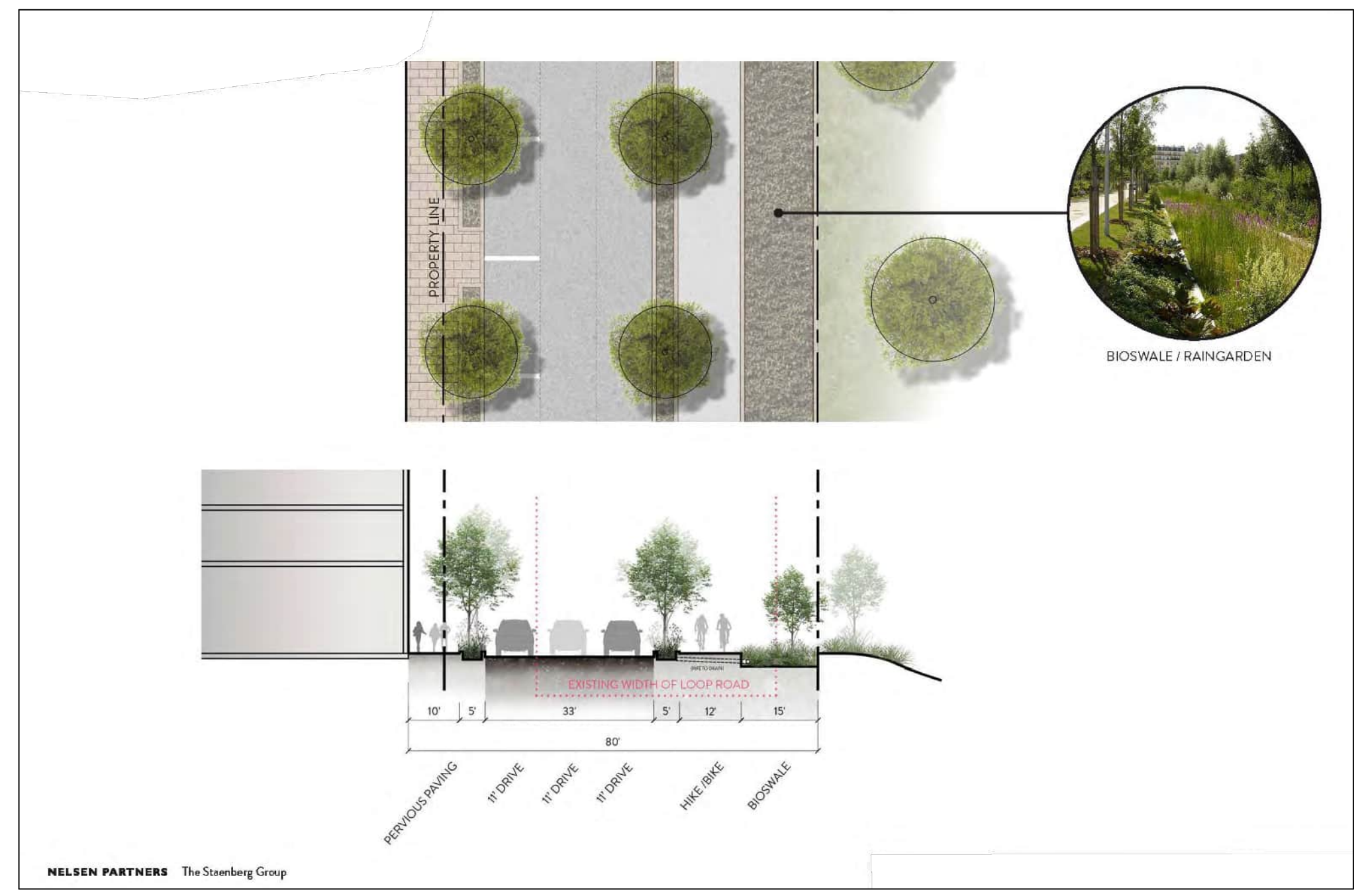




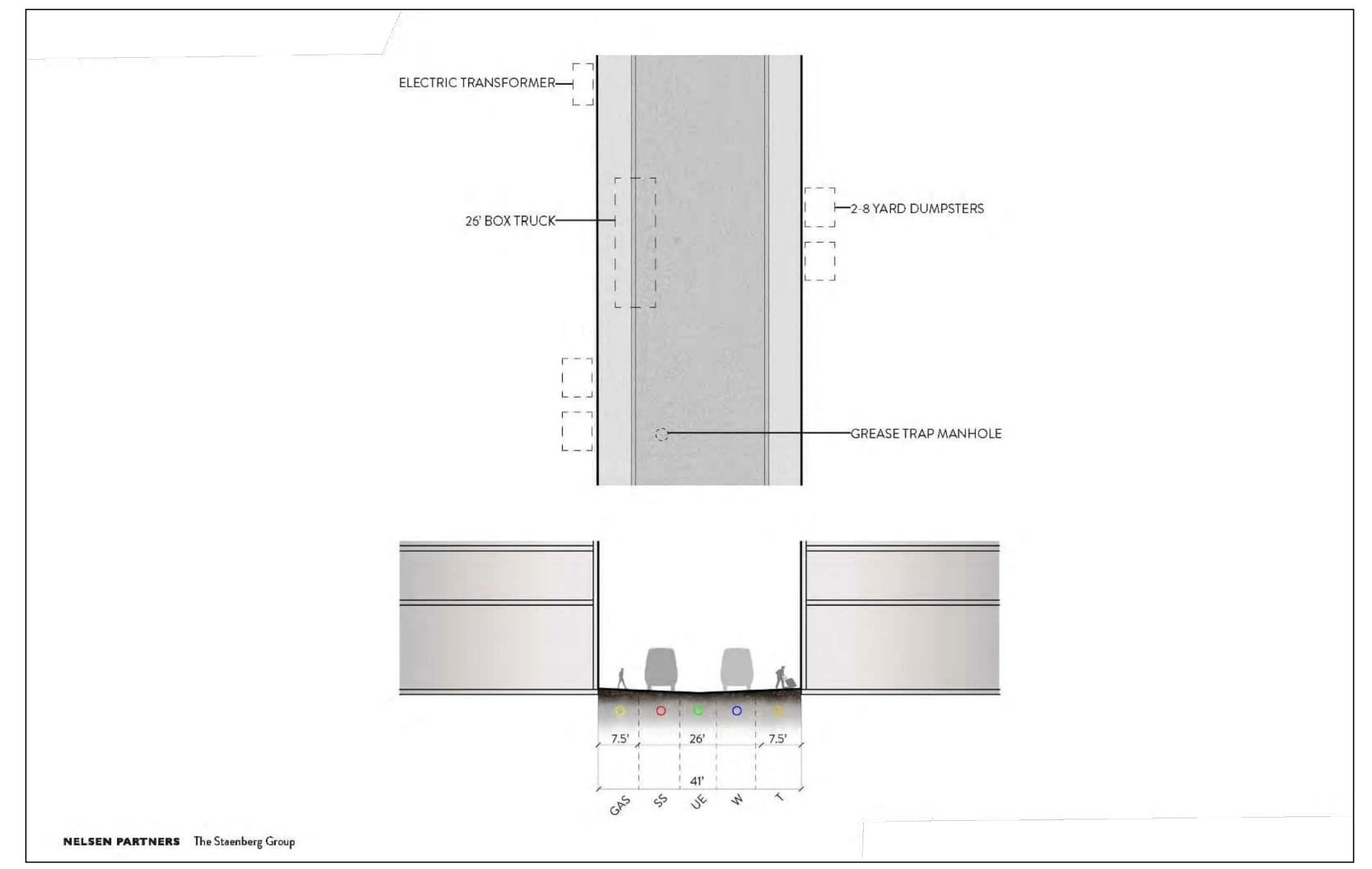
PRIMARY STREET



PEDESTRIAN STREET

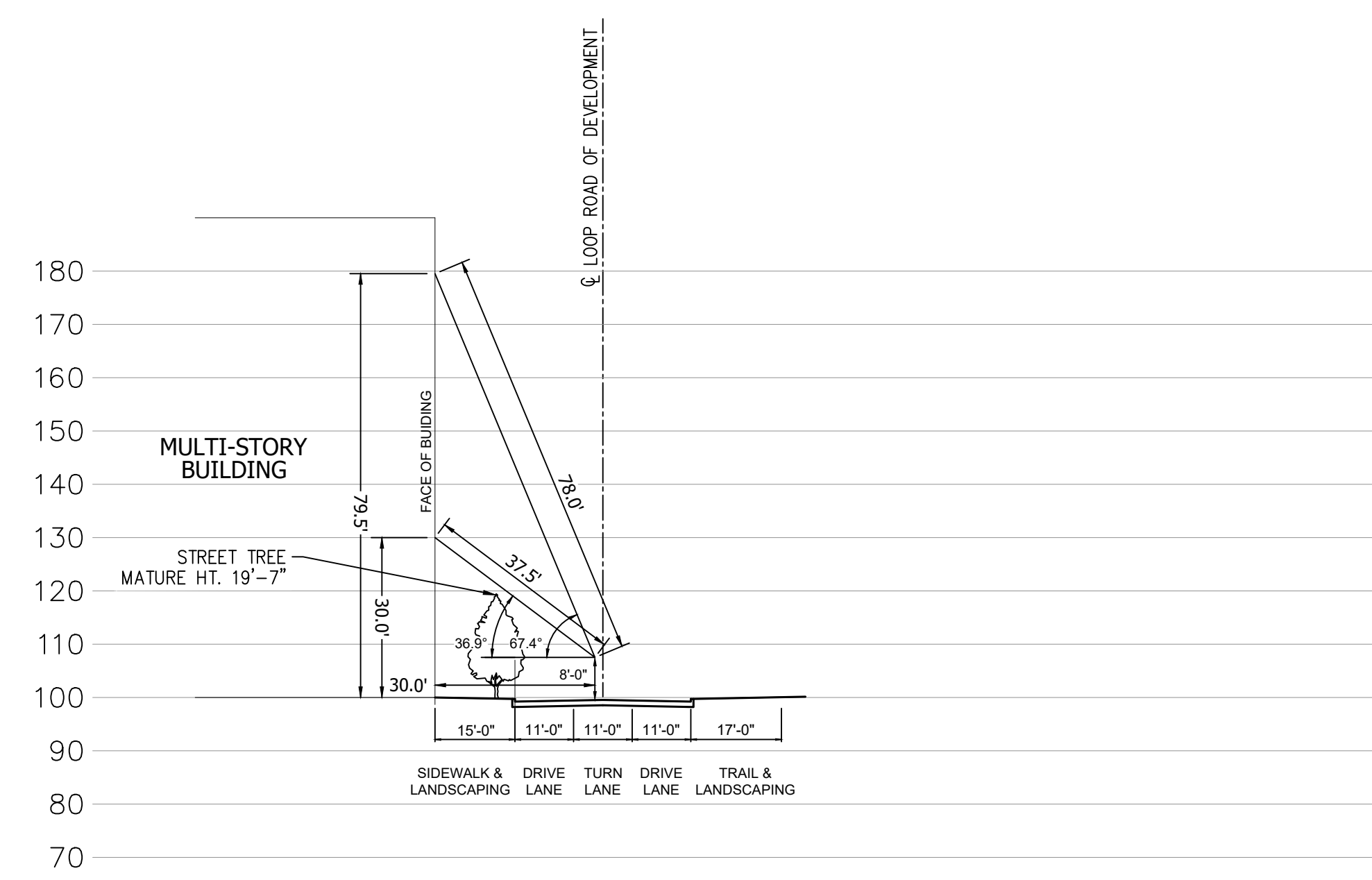


OUTER LOOP ROAD / HIKE & BIKE TRAIL

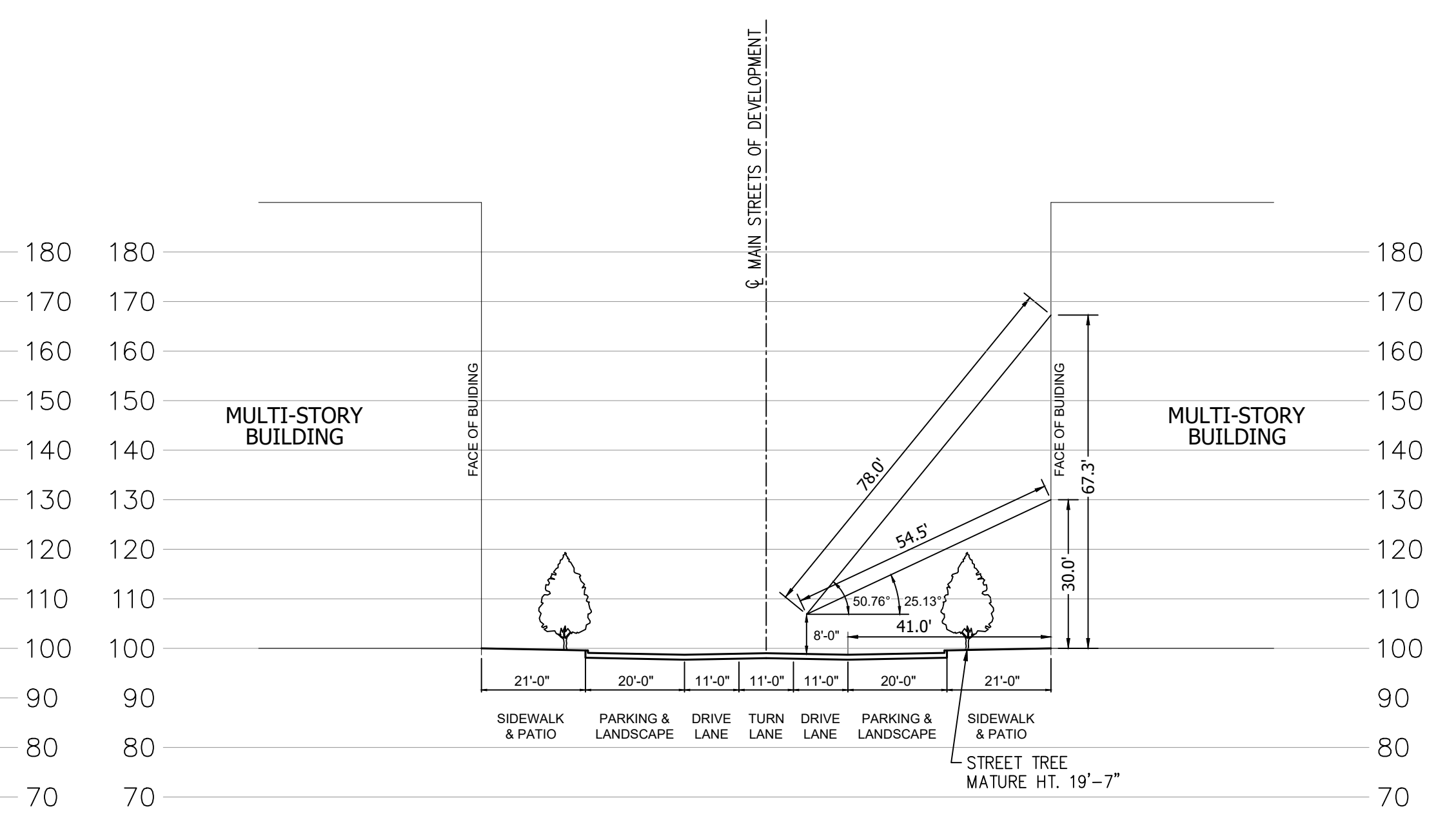


SERVICE ALLEY

NOTE: SECTIONS PER NELSON PARTNERS MASTER PLAN DATED 02.15.2023



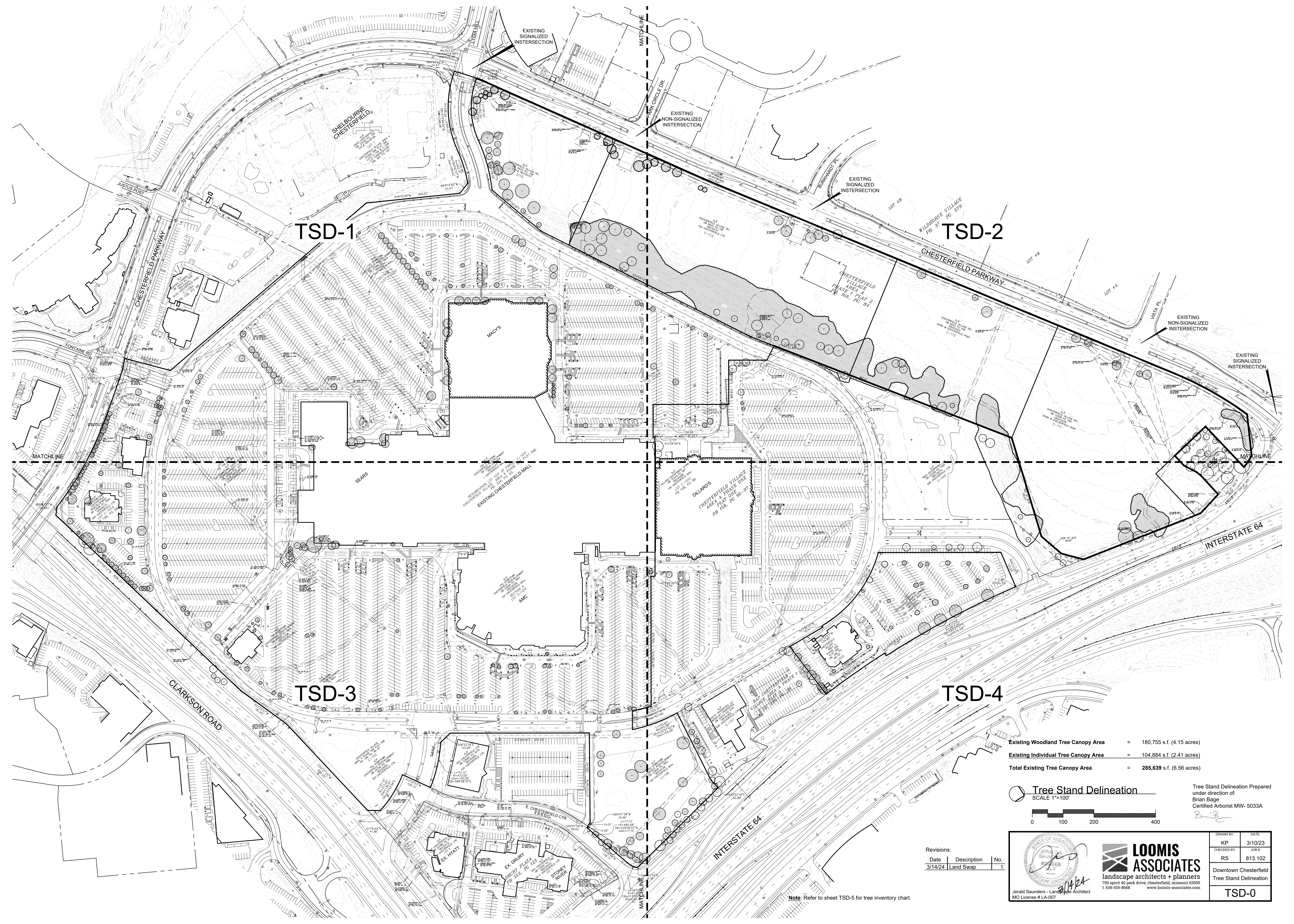
COMPLIANT AERIAL APPARATUS ACCESS SECTION (LOOP ROAD)



MODIFIED AERIAL APPARATUS ACCESS SECTION (PRIMARY STREETS OF THE DEVELOPMENT)

|   |  |  |  |
|---|--|--|--|
|   | <b>PROJECT:</b><br>DOWNTOWN CHESTERFIELD<br>CHESTERFIELD, MISSOURI | M.S.D. P. #<br>S.L.C. H&T #<br>M.D.N.R. #  | BASE MAP #<br>H&T S.L.P. #   |
|   | <b>PREPARED BY:</b><br>  | 257 Chesterfield Business Parkway<br>St. Louis, MO 63305<br>PH: (636) 530-9100 FAX: (636) 530-9330<br>e-mail: gstock@stockandassociates.com<br>Web: www.stockandassociates.com | <b>SHEET TITLE:</b><br>PRELIMINARY PLAN<br>SITE AND ROAD<br>SECTIONS |
| GEORGE M. STOCK, L.S. 25116<br>CIVIL ENGINEER<br>CERTIFICATE OF AUTHORITY NO. 00096 | <b>DATE:</b><br>03/17/2023   | <b>SCALE:</b><br>1"=100'   | <b>JOB NO.:</b><br>6255.4  |
| <b>SHEET NO.:</b><br>C6.0   |  | 4-3/18/2024 REVISE LEGALS / ACREAGE PER CITY REVIEW<br>3-31/2024 REVISE PER LAND SWAP<br>2-8/2023 REVISE PER COMMENTS<br>1-4/2023 REVISE PER COMMENTS                          |  |





TSD-1

TSD-2

TSD-3

TSD-4

Existing Woodland Tree Canopy Area = 180,755 s.f. (4.15 acres)  
 Existing Individual Tree Canopy Area = 104,884 s.f. (2.41 acres)  
 Total Existing Tree Canopy Area = 285,639 s.f. (6.56 acres)

Tree Stand Delineation  
 SCALE 1"=100'

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

0 100 200 400

Revisions:

| Date    | Description | No. |
|---------|-------------|-----|
| 3/14/24 | Land Swap   | 1   |

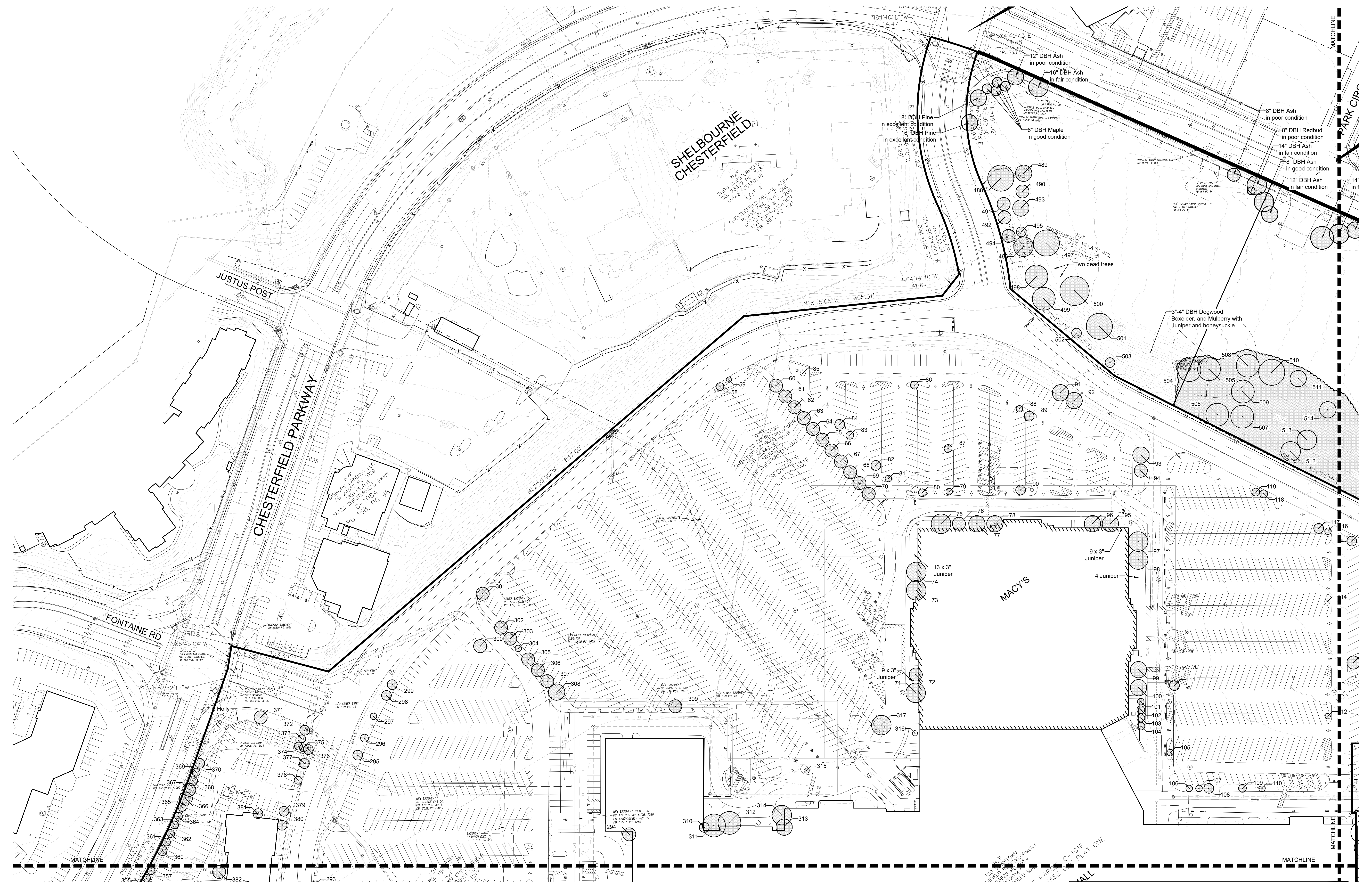
Jerald Saunders - Landscape Architect  
 MO License # LA-007

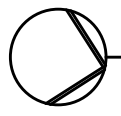
**LOOMIS ASSOCIATES**  
 landscape architects + planners  
 750 spout 40 park drive, chesterfield, missouri 63005  
 t. 636-519-8668 www.loomis-associates.com

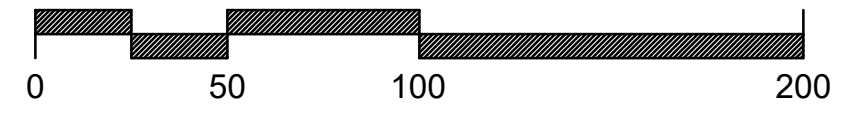
|   |         |
|---|---------|
| DRAWN BY:                                       | DATE:   |
| KP  | 3/10/23 |
| CHECKED BY:                                     | JOB #:  |
| RS  | 813.102 |
| Downtown Chesterfield<br>Tree Stand Delineation |         |
| <b>TSD-0</b>                                    |         |

Note: Refer to sheet TSD-5 for tree inventory chart.





 **Tree Stand Delineation - Southwest**  
 SCALE 1"=50'



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

Note: Refer to sheet TSD-5 for tree inventory chart.

Revisions:

| Date    | Description | No. |
|---------|-------------|-----|
| 3/14/24 | Land Swap   | 1   |



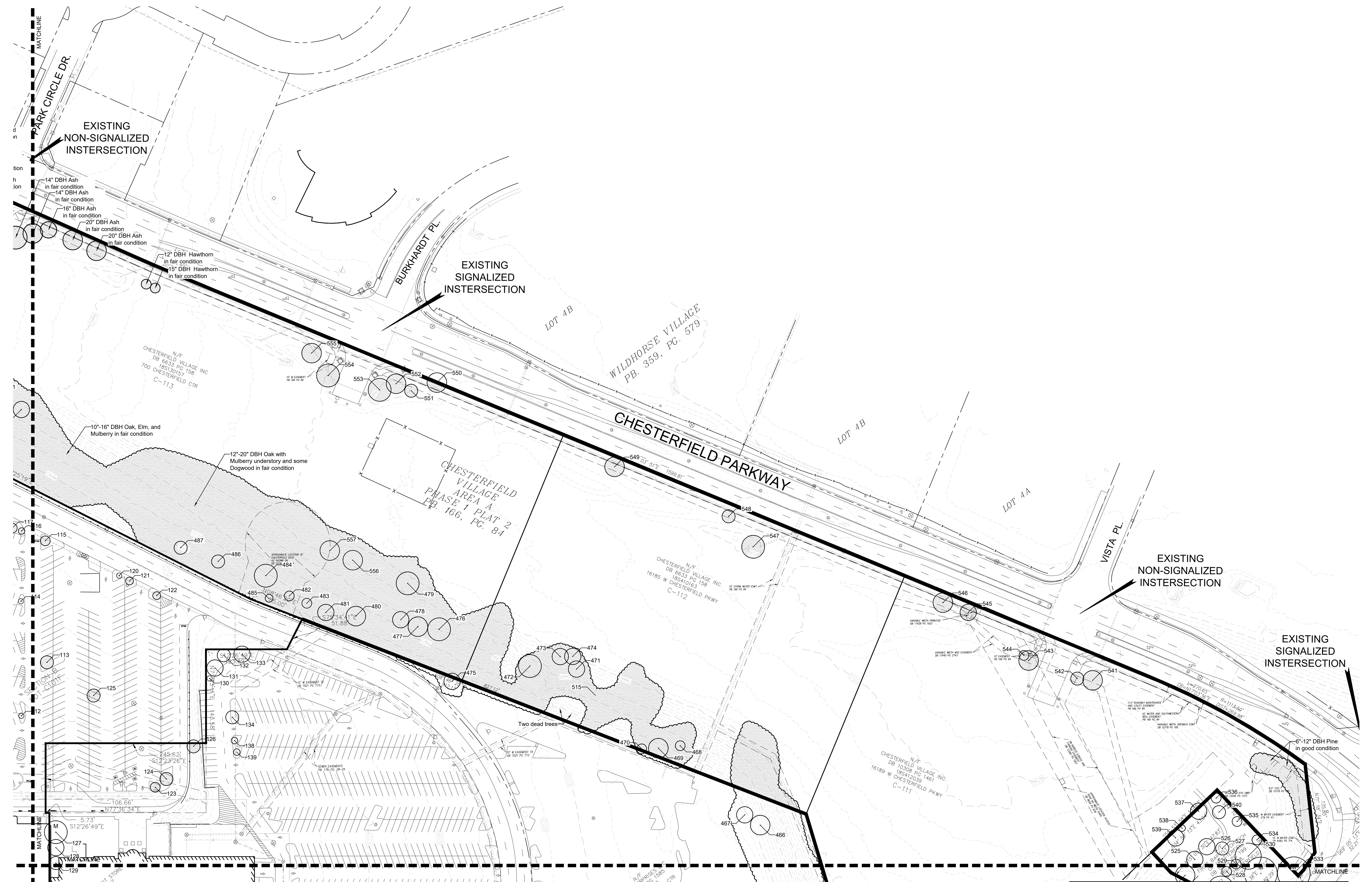
Jerald Saunders - Landscape Architect  
 MO License # LA-007

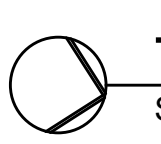


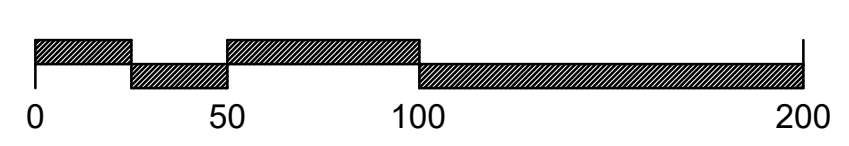
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 790 spirit 40 park drive, chesterfield, missouri 63005  
 t. 636-619-8668 www.loomis-associates.com

|   |         |
|---|---------|
| DRAWN BY:                                       | DATE:   |
| KP  | 3/10/23 |
| CHECKED BY:                                     | JOB #:  |
| RS  | 813.102 |
| Downtown Chesterfield<br>Tree Stand Delineation |         |
| <b>TSD-1</b>                                    |         |





 **Tree Stand Delineation - Northwest**  
 SCALE 1"=50'



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

Revisions:

| Date    | Description | No. |
|---------|-------------|-----|
| 3/14/24 | Land Swap   | 1   |



Jerald Saunders - Landscape Architect  
 MO License # LA-007

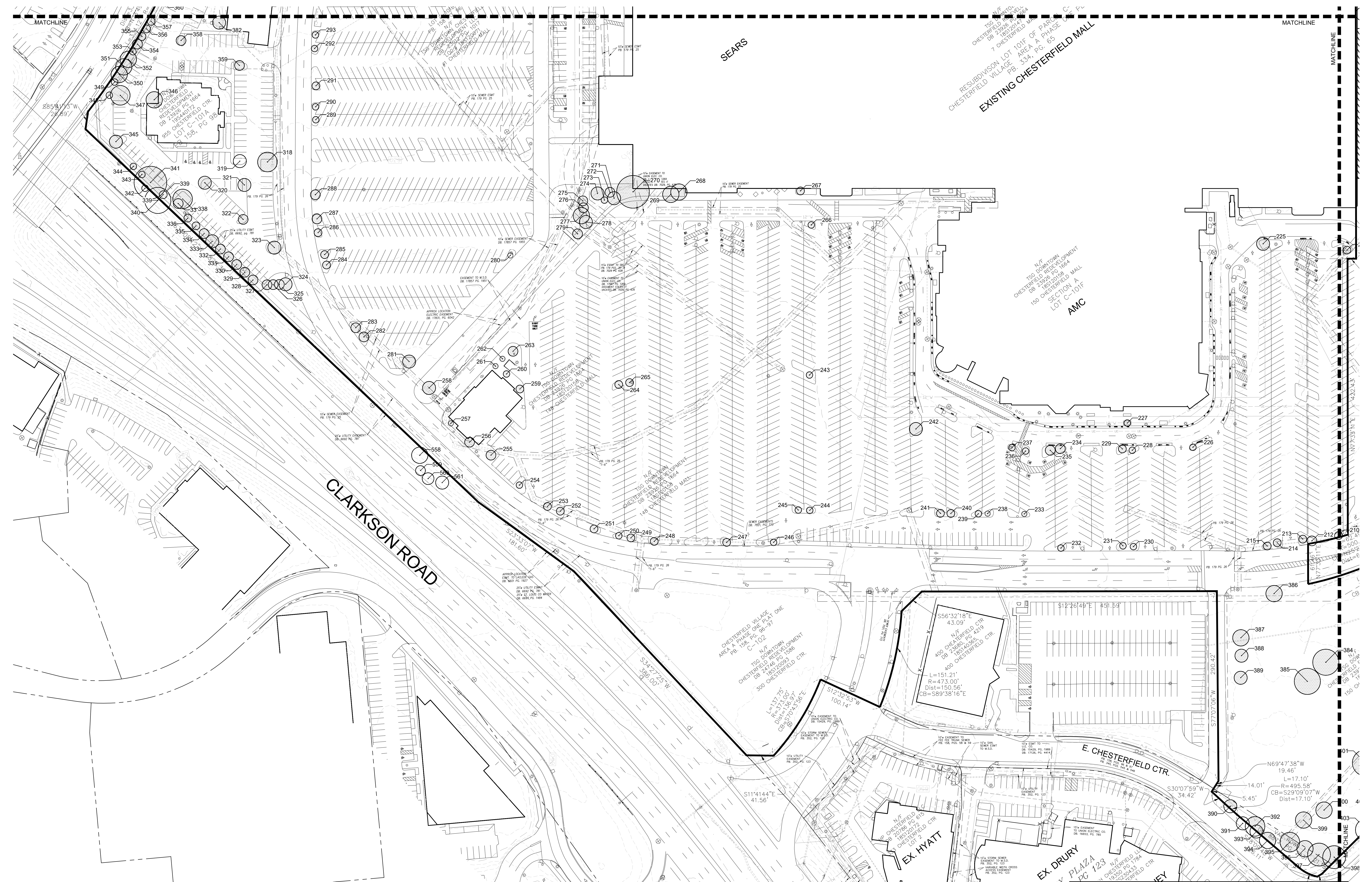


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 t. 636-519-8668 www.loomis-associates.com

|   |         |
|---|---------|
| DRAWN BY:                                       | DATE:   |
| KP  | 3/10/23 |
| CHECKED BY:                                     | JOB #:  |
| RS  | 813.102 |
| Downtown Chesterfield<br>Tree Stand Delineation |         |
| <b>TSD-2</b>                                    |         |

**Note:** Refer to sheet TSD-5 for tree inventory chart.



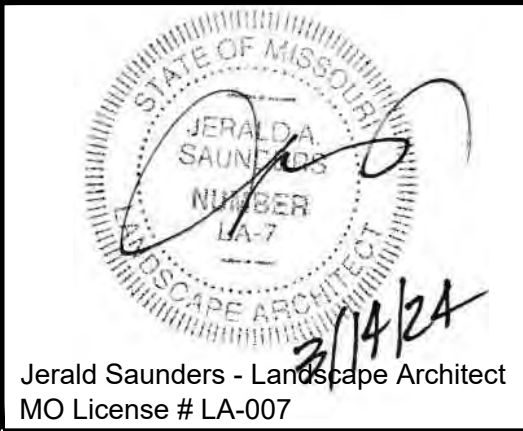


**Tree Stand Delineation - Southeast**  
 SCALE 1"=50'

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

Revisions:

| Date    | Description | No. |
|---------|-------------|-----|
| 3/14/24 | Land Swap   | 1   |

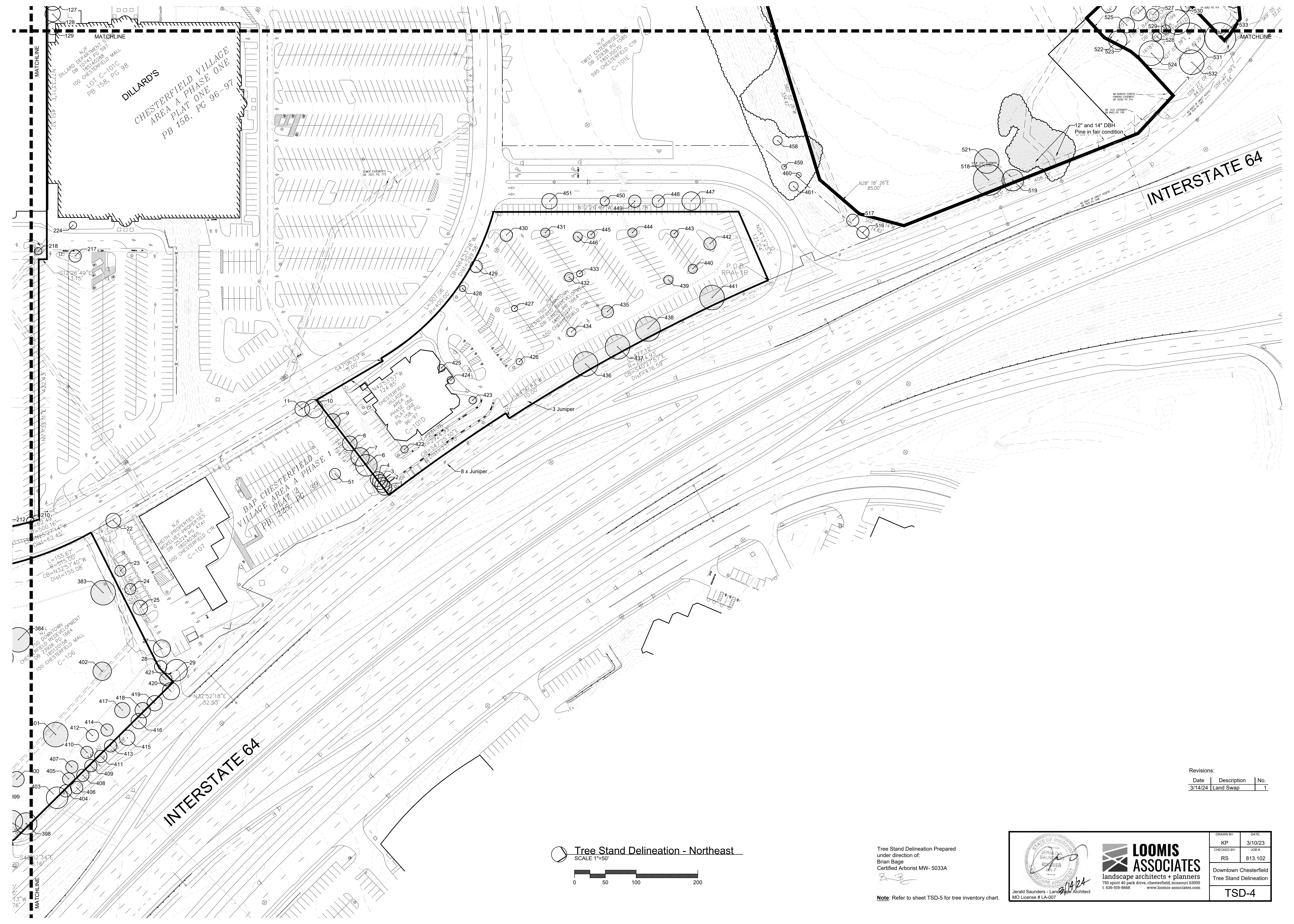


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 t. 636-619-8668 www.loomis-associates.com

|   |         |
|---|---------|
| DRAWN BY:                                       | DATE:   |
| KP  | 3/10/23 |
| CHECKED BY:                                     | JOB #:  |
| RS  | 813.102 |
| Downtown Chesterfield<br>Tree Stand Delineation |         |
| <b>TSD-3</b>                                    |         |

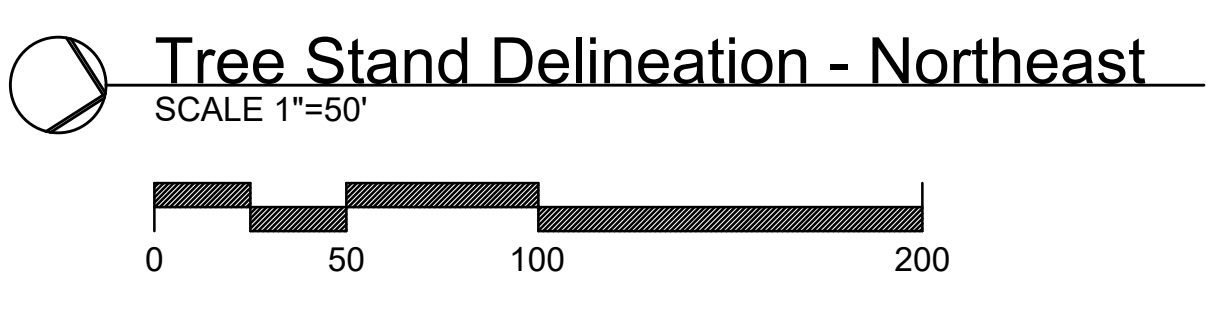
Note: Refer to sheet TSD-5 for tree inventory chart.





Revisions:

| Date    | Description | No. |
|---------|-------------|-----|
| 3/14/24 | Land Swap   | 1   |



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

Note: Refer to sheet TSD-5 for tree inventory chart.

Jerald Saunders - Landscape Architect  
 MO License # LA-007

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 t. 636-919-8668 www.loomis-associates.com

|   |         |
|---|---------|
| DRAWN BY:                                       | DATE:   |
| KP  | 3/10/23 |
| CHECKED BY:                                     | JOB #:  |
| RS  | 813.102 |
| Downtown Chesterfield<br>Tree Stand Delineation |         |
| <b>TSD-4</b>                                    |         |



| Tree Inventory |              |     |              |                  |                      |
|----------------|--------------|-----|--------------|------------------|----------------------|
| ID             | Tree Name    | DBH | Canopy Diam. | Condition Rating | Comment              |
| 1              | Amur Maple   | 8   | 24           | 1                |                      |
| 2              | Amur Maple   | 10  | 24           | 1                |                      |
| 3              | Amur Maple   | 7   | 24           | 1                |                      |
| 4              | Amur Maple   | 8   | 24           | 1                |                      |
| 6              | Ash          | 15  | 35           | 2                |                      |
| 7              | Ash          | 20  | 30           | 2                |                      |
| 8              | Honeylocust  | 6   | 24           | 3                |                      |
| 9              | Maple        | 12  | 24           | 2                |                      |
| 10             | Maple        | 20  | 30           | 2                |                      |
| 11             | Maple        | 9   | 24           | 2                |                      |
| 22             | Redbud       | 10  | 24           | 3                |                      |
| 23             | Honeylocust  | 6   | 30           | 3                |                      |
| 24             | Honeylocust  | 7   | 18           | 3                |                      |
| 25             | Honeylocust  | 8   | 24           | 3                |                      |
| 27             | Maple        | 20  | 28           | 3                |                      |
| 28             | Maple        | 7   | 20           | 3                |                      |
| 29             | Maple        | 20  | 35           | 3                |                      |
| 51             | Honeylocust  | 4   | 18           | 1                |                      |
| 58             | Linden       | 6   | 12           | 1                | Trunk damage         |
| 59             | Cherry       | 4   | 8            | 2                | Steel cable embedded |
| 60             | Pear         | 12  | 20           | 2                | Crown loss           |
| 61             | Pear         | 8   | 20           | 2                |                      |
| 62             | Pear         | 8   | 20           | 2                |                      |
| 83             | Pear         | 8   | 20           | 2                | Dieback              |
| 84             | Pear         | 8   | 20           | 1                | Dieback              |
| 85             | Pear         | 10  | 20           | 2                |                      |
| 86             | Pear         | 10  | 20           | 2                |                      |
| 67             | Pear         | 8   | 15           | 2                |                      |
| 68             | Pear         | 10  | 20           | 2                |                      |
| 69             | Pear         | 12  | 20           | 2                |                      |
| 70             | Pear         | 12  | 20           | 2                |                      |
| 71             | Ash          | 14  | 30           | 1                |                      |
| 72             | Ash          | 12  | 20           | 1                |                      |
| 73             | Ash          | 12  | 30           | 1                |                      |
| 74             | Ash          | 16  | 30           | 2                |                      |
| 75             | Ash          | 12  | 30           | 1                | Dieback              |
| 76             | Ash          | 14  | 25           | 1                |                      |
| 77             | Ash          | 14  | 25           | 1                |                      |
| 78             | Ash          | 14  | 25           | 1                |                      |
| 79             | Crabapple    | 5   | 10           | 2                |                      |
| 80             | Crabapple    | 6   | 12           | 1                |                      |
| 81             | Crabapple    | 5   | 10           | 2                |                      |
| 82             | Crabapple    | 5   | 15           | 2                |                      |
| 83             | Crabapple    | 5   | 12           | 2                |                      |
| 84             | Crabapple    | 5   | 15           | 2                |                      |
| 85             | Dead         | 10  |              | 0                | Dead                 |
| 86             | Crabapple    | 5   | 12           | 2                |                      |
| 87             | Crabapple    | 4   | 12           | 2                |                      |
| 88             | Crabapple    | 5   | 10           | 2                |                      |
| 89             | Crabapple    | 4   | 15           | 2                |                      |
| 90             | Crabapple    | 6   | 15           | 3                |                      |
| 91             | Hawthorn     | 20  | 25           | 1                | 2x trunks            |
| 92             | Hawthorn     | 12  | 25           | 1                | Lean                 |
| 93             | Red Maple    | 12  | 25           | 2                | Chlorotic            |
| 94             | Red Maple    | 10  | 20           | 1                | Dieback              |
| 95             | Ash          | 10  | 25           | 1                |                      |
| 96             | Ash          | 10  | 25           | 1                |                      |
| 97             | Ash          | 14  | 30           | 2                |                      |
| 98             | Ash          | 16  | 30           | 2                |                      |
| 99             | Ash          | 10  | 25           | 1                |                      |
| 100            | Ash          | 10  | 25           | 1                |                      |
| 101            | Ash          | 5   | 10           | 1                |                      |
| 102            | Ash          | 7   | 12           | 1                |                      |
| 103            | Ash          | 7   | 12           | 1                |                      |
| 104            | Ash          | 7   | 12           | 1                |                      |
| 105            | Ash          | 5   | 10           | 1                |                      |
| 106            | Crabapple    | 3   | 10           | 2                |                      |
| 107            | Crabapple    | 3   | 10           | 2                |                      |
| 108            | Crabapple    | 5   | 15           | 3                |                      |
| 109            | Crabapple    | 4   | 12           | 2                |                      |
| 110            | Crabapple    | 3   | 10           | 2                |                      |
| 111            | Crabapple    | 5   | 15           | 3                |                      |
| 112            | Pear         | 4   | 8            | 1                |                      |
| 113            | Honeylocust  | 12  | 20           | 1                | Dieback              |
| 114            | Pear         | 3   | 5            | 1                |                      |
| 115            | Maple        | 8   | 15           | 2                |                      |
| 116            | Crabapple    | 4   | 10           | 1                |                      |
| 117            | Crabapple    | 6   | 15           | 2                |                      |
| 118            | Crabapple    | 4   | 12           | 2                |                      |
| 119            | Crabapple    | 4   | 12           | 1                |                      |
| 120            | Elm          | 2   | 4            | 3                |                      |
| 121            | Maple        | 5   | 12           | 2                |                      |
| 122            | Maple        | 5   | 12           | 2                |                      |
| 123            | Honeylocust  | 6   | 15           | 2                |                      |
| 124            | Honeylocust  | 8   | 20           | 2                |                      |
| 125            | White Pine   | 8   | 20           | 2                | Offsite              |
| 126            | Pear         | 8   | 20           | 3                |                      |
| 127            | Red Maple    | 24  | 35           | 3                | Offsite, Monarch     |
| 128            | White Pine   | 10  | 25           | 3                | Offsite              |
| 129            | White Pine   | 8   | 20           | 2                | Offsite              |
| 130            | Oak          | 4   | 6            | 1                | Offsite              |
| 131            | Bald Cypress | 12  | 25           | 3                | Offsite              |
| 132            | Bald Cypress | 10  | 20           | 3                | Offsite              |
| 133            | Bald Cypress | 12  | 25           | 3                | Offsite              |
| 134            | Ash          | 12  | 20           | 1                | Offsite              |
| 138            | Cherry       | 5   | 10           | 1                | Offsite              |
| 139            | Maple        | 5   | 10           | 2                | Offsite              |
| 210            | Pear         | 8   | 12           | 2                | Offsite              |
| 212            | Ash          | 6   | 15           | 1                | Offsite              |
| 213            | Ash          | 6   | 12           | 1                |                      |

| Tree Inventory |             |     |              |                  |              |
|----------------|-------------|-----|--------------|------------------|--------------|
| ID             | Tree Name   | DBH | Canopy Diam. | Condition Rating | Comment      |
| 214            | Pear        | 6   | 12           | 3                |              |
| 215            | Pear        | 6   | 12           | 2                |              |
| 217            | Honeylocust | 10  | 20           | 3                | Offsite      |
| 218            | Crabapple   | 6   | 12           | 1                |              |
| 224            | Pine        | 6   | 12           | 3                | Offsite      |
| 225            | Pear        | 14  | 20           | 2                |              |
| 226            | Pear        | 6   | 10           | 1                |              |
| 227            | Maple       | 6   | 10           | 3                |              |
| 228            | Pear        | 4   | 10           | 2                |              |
| 229            | Pear        | 6   | 12           | 2                |              |
| 230            | Pear        | 6   | 10           | 1                |              |
| 231            | Pear        | 6   | 10           | 1                |              |
| 232            | Pear        | 5   | 10           | 3                |              |
| 233            | Pear        | 5   | 8            | 1                |              |
| 234            | Pear        | 6   | 15           | 2                |              |
| 235            | Pear        | 8   | 15           | 2                |              |
| 236            | Pear        | 6   | 10           | 2                |              |
| 237            | Pear        | 5   | 10           | 2                |              |
| 238            | Pear        | 5   | 6            | 1                |              |
| 239            | Pear        | 6   | 10           | 1                |              |
| 240            | Pear        | 6   | 12           | 2                |              |
| 241            | Pear        | 6   | 12           | 2                |              |
| 242            | Maple       | 8   | 20           | 2                |              |
| 243            | Pear        | 5   | 10           | 3                |              |
| 244            | Pear        | 4   | 10           | 2                |              |
| 245            | Pear        | 5   | 10           | 2                |              |
| 246            | Pear        | 5   | 10           | 2                |              |
| 247            | Ash         | 6   | 12           | 1                |              |
| 248            | Ash         | 6   | 12           | 3                |              |
| 249            | Pear        | 6   | 12           | 3                |              |
| 250            | Pear        | 4   | 10           | 2                |              |
| 251            | Ash         | 5   | 12           | 2                |              |
| 252            | Pear        | 5   | 12           | 2                |              |
| 253            | Pear        | 6   | 12           | 2                |              |
| 254            | Maple       | 5   | 10           | 1                |              |
| 255            | Maple       | 6   | 15           | 3                |              |
| 256            | Redbud      | 6   | 15           | 3                |              |
| 257            | Redbud      | 3   | 6            | 3                |              |
| 258            | Pear        | 10  | 20           | 3                |              |
| 259            | Redbud      | 5   | 12           | 2                | Mower damage |
| 260            | Spruce      | 6   | 10           | 3                |              |
| 261            | Spruce      | 5   | 8            | 3                |              |
| 262            | Spruce      | 5   | 8            | 3                |              |
| 263            | Redbud      | 8   | 15           | 2                |              |
| 264            | Pear        | 5   | 12           | 3                |              |
| 265            | Pear        | 5   | 12           | 2                |              |
| 266            | Honeylocust | 4   | 10           | 2                |              |
| 267            | Crabapple   | 4   | 12           | 2                |              |
| 268            | Hawthorn    | 20  | 25           | 3                | Multi-stem   |
| 269            | Hawthorn    | 20  | 25           | 3                | Multi-stem   |
| 270            | Honeylocust | 40  | 50           | 3                | Multi-stem   |
| 271            | Honeylocust | 16  | 20           | 2                |              |
| 272            | Pine        | 12  | 15           | 1                |              |
| 273            | Pine        | 8   | 10           | 2                |              |
| 274            | Pine        | 16  | 20           | 2                |              |
| 275            | Pine        | 10  | 15           | 2                |              |
| 276            | Pine        | 12  | 15           | 2                |              |
| 277            | Maple       | 12  | 25           | 3                |              |
| 278            | Pine        | 14  | 20           | 2                |              |
| 279            | Pine        | 12  | 15           | 1                |              |
| 280            | Dead        | 10  |              | 0                | Dead         |
| 281            | Ash         | 8   | 20           | 1                |              |
| 282            | Pear        | 6   | 15           | 3                |              |
| 283            | Pear        | 6   | 15           | 2                |              |
| 284            | Pear        | 6   | 12           | 2                |              |
| 285            | Pear        | 6   | 12           | 2                |              |
| 286            | Ash         | 6   | 12           | 1                |              |
| 287            | Ash         | 6   | 15           | 1                |              |
| 288            | Pear        | 6   | 15           | 2                |              |
| 289            | Pear        | 6   | 10           | 3                |              |
| 290            | Pear        | 6   | 10           | 2                |              |
| 291            | Ash         | 6   | 12           | 2                |              |
| 292            | Pear        | 6   | 10           | 2                |              |
| 293            | Pear        | 6   | 10           | 2                |              |
| 294            | Pear        | 10  | 20           | 2                |              |
| 295            | Linden      | 4   | 15           | 1                |              |
| 296            | Crabapple   | 4   | 12           | 2                |              |
| 297            | Cherry      | 5   | 10           | 3                |              |
| 298            | Crabapple   | 4   | 15           | 2                |              |
| 299            | Linden      | 6   | 15           | 3                |              |
| 300            | Maple       | 12  | 20           | 2                |              |
| 301            | Maple       | 10  | 20           | 2                |              |
| 302            | Pear        | 1   | 20           | 3                |              |
| 303            | Pear        | 10  | 20           | 2                |              |
| 304            | Pear        | 8   | 10           | 1                |              |
| 305            | Pear        | 10  | 20           | 2                |              |
| 306            | Pear        | 8   | 20           | 2                |              |
| 307            | Pear        | 10  | 20           | 2                |              |
| 308            | Pear        | 12  | 25           | 2                |              |
| 309            | Ash         | 8   | 20           | 1                |              |
| 310            | Pear        | 6   | 15           | 2                |              |
| 311            | Honeylocust | 12  | 35           | 2                |              |
| 312            | Honeylocust | 12  | 35           | 2                |              |
| 313            | Pear        | 8   | 25           | 2                |              |
| 314            | Honeylocust | 12  | 30           | 3                |              |
| 315            | Crabapple   | 15  | 8            | 1                |              |
| 316            | Dead        | 10  |              | 0                | Dead         |
| 317            | Ash         | 8   | 30           | 1                |              |
| 318            | Honeylocust | 10  | 30           | 3                |              |
| 319            | Ash         | 8   | 20           | 0                | Dead         |

| Tree Inventory |                |     |              |                  |                       |
|----------------|----------------|-----|--------------|------------------|-----------------------|
| ID             | Tree Name      | DBH | Canopy Diam. | Condition Rating | Comment               |
| 320            | Ash            | 10  | 20           | 1                |                       |
| 321            | Honeylocust    | 8   | 20           | 2                |                       |
| 322            | Honeylocust    | 4   | 15           | 2                |                       |
| 323            | Red Maple      | 8   | 20           | 2                |                       |
| 324            | Red Maple      | 8   | 20           | 3                |                       |
| 325            | Hawthorn       | 15  | 15           | 2                | Multi-stem            |
| 326            | Hawthorn       | 15  | 15           | 2                | Multi-stem            |
| 327            | Hawthorn       | 15  | 15           | 2                | Multi-stem            |
| 328            | Hawthorn       | 15  | 15           | 2                | Multi-stem            |
| 329            | Hawthorn       | 15  | 15           | 2                | Multi-stem            |
| 330            | Hawthorn       | 12  | 15           | 2                | Multi-stem            |
| 331            | Red Maple      | 6   | 15           | 3                |                       |
| 332            | Red Maple      | 7   | 15           | 3                |                       |
| 333            | Red Maple      | 8   | 20           | 3                |                       |
| 334            | Hawthorn       | 10  | 15           | 2                |                       |
| 335            | Hawthorn       | 10  | 12           | 1                | Mixed with 2" Dogwood |
| 336            | Hawthorn       | 8   | 12           | 1                |                       |
| 337            | Dogwood        | 12  | 15           | 2                | Multi-stem            |
| 338            | Honeylocust    | 14  | 30           | 3                |                       |
| 339            | Red Maple      | 6   | 12           | 1                | Trunk cavity          |
| 340            | Pear           | 16  | 40           | 2                | Twin                  |
| 341            | Pear           | 36  | 50           | 3                | Multi-stem            |
| 342            | Ash            | 14  | 10           | 1                |                       |
| 343            | Ash            | 14  | 10           | 1                |                       |
| 344            | Ash            | 10  | 20           | 1                |                       |
| 345            | Ash            | 10  | 20           | 1                |                       |
| 346            | Riverbirch     | 12  | 25           | 3                |                       |
| 347            | Honeylocust    | 12  | 30           | 3                |                       |
| 348            | Crabapple      | 6   | 10           | 0                | Dead                  |
| 349            | Crabapple      | 8   | 10           | 0                | Dead                  |
| 350            | Honeylocust    | 10  | 25           | 2                |                       |
| 351            | Honeylocust    | 8   | 25           | 3                |                       |
| 352            | Honeylocust    | 8   | 25           | 3                |                       |
| 353            | Crabapple      | 6   | 10           | 0                | Dead                  |
| 354            | Crabapple      | 8   | 15           | 1                |                       |
| 355            | Hawthorn       | 12  | 12           | 2                | Multi-stem            |
| 356            | Hawthorn       | 10  | 12           | 2                | Multi-stem            |
| 357            | Hawthorn       | 12  | 12           | 2                | Multi-stem            |
| 358            | Red Maple      | 5   | 15           | 1                |                       |
| 359            | Honeylocust    | 6   | 15           | 2                |                       |
| 360            | Hawthorn       | 12  | 15           | 2                |                       |
| 361            | Hawthorn       | 12  | 12           | 2                |                       |
| 362            | Hawthorn       | 10  | 12           | 2                |                       |
| 363            | Hawthorn       | 12  | 12           | 2                |                       |
| 364            | Hawthorn       | 10  | 12           | 1                |                       |
| 365            | Hawthorn       | 12  | 12           | 2                |                       |
| 366            | Honeylocust    | 7   | 20           | 3                |                       |
| 367            | Honeylocust    | 7   | 20           | 2                |                       |
| 368            | Crabapple      | 8   | 15           | 2                |                       |
| 369            | Crabapple      | 8   | 12           | 1                |                       |
| 370            | Crabapple      | 8   | 15           | 2                |                       |
| 371            | Red Maple      | 8   | 20           | 2                |                       |
| 372            | Hawthorn       | 15  | 15           | 2                | Multi-stem            |
| 373            | Hawthorn       | 12  | 12           | 2                | Multi-stem            |
| 374            | Hawthorn       | 15  | 12           | 2                | Multi-stem            |
| 375            | Hawthorn       | 12  | 12           | 1                | Multi-stem            |
| 376            | Hawthorn       | 12  | 15           | 2                | Multi-stem            |
| 377            | Red Maple      | 5   | 15           | 2                | Lost leader           |
| 378            | Red Maple      | 5   | 12           | 1                |                       |
| 379            | Red Maple      | 7   | 15           | 3                |                       |
| 380            | Pear           | 7   | 15           | 3                |                       |
| 381            | Japanese Maple | 12  | 15           | 3                |                       |
| 382            | Spruce         | 12  | 20           | 3                | Vines                 |
| 383            | Honeylocust    | 20  | 40           | 3                |                       |
| 384            | Honeylocust    | 18  | 40           | 3                |                       |
| 385            | Honeylocust    | 20  | 40           | 2                |                       |
| 386            | Ash            | 12  | 25           | 1                |                       |
| 387            | Honeylocust    | 10  | 25           | 2                |                       |
| 388            | Honeylocust    | 8   | 20           | 2                |                       |
| 389            | Honeylocust    | 7   | 20           | 3                |                       |
| 390            | Sweetgum       | 12  | 20           | 2                |                       |
| 391            | Sweetgum       | 12  | 20           | 2                |                       |
| 392            | Sweetgum       | 12  | 30           | 2                |                       |
| 393            | Sweetgum       | 8   | 20           | 2                |                       |
| 394            | Sweetgum       | 12  | 25           |                  |                       |



# Memorandum

## Department of Planning



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

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

**Date:** May 06, 2024

**RE:** 13426 Olive Blvd. (Total Access Urgent Care) Sign Package: A sign package for 13426 Olive Blvd. located on 3.19-acre tract of land located south of Olive Boulevard and east of north of Woods Mill Road, zoned "PC"-Planned Commercial District.

### Summary

TAUC Properties LLC, has submitted a Sign Package for a new urgent care facility at 13426 Olive Blvd. The applicant is requesting to add two (2) wall signs on the north and west side of the building. Total four (4) wall signs are proposed for the development.

On March 25, 2024, the project was reviewed by the Planning Commission. At that time, the Commission recommended

approval of the request with one

amendment. The amendment was to allow only one sign on west elevation that shall not exceed 5% of building elevation, and two signs on north elevation as presented by the applicant. The amended motion was approved by a vote of 8-1.

On April 18, 2024, the project was brought before the Planning & Public Works Committee. A motion was made to approve the project with one condition:

- The wall sign criteria shall permit a maximum of two (2) signs on the north façade that, when combined, are not to exceed 5% of the elevation area.

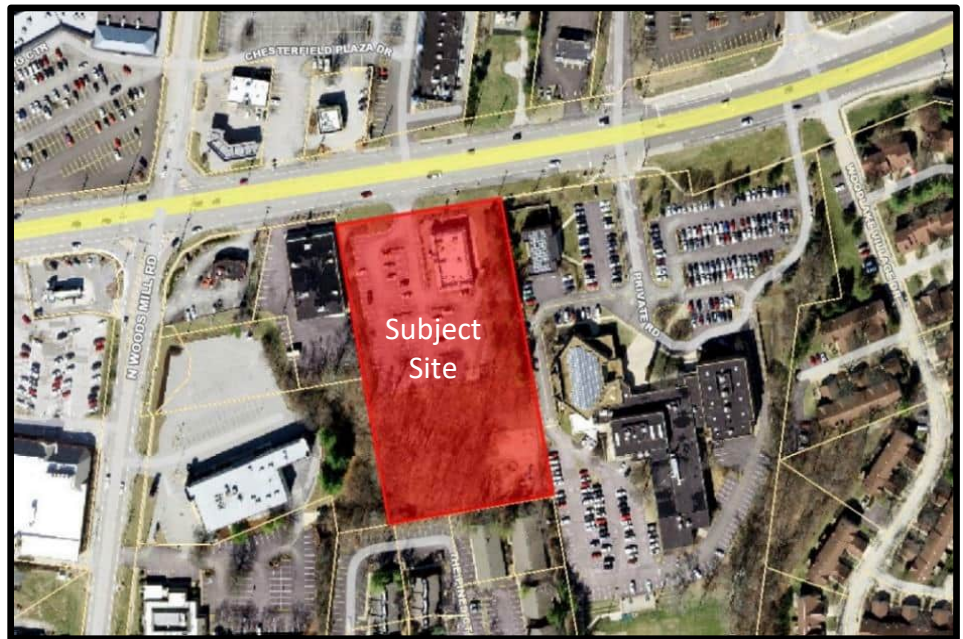


Figure 1: Subject Site Aerial

Modification is attached as a Green Sheet Amendment. The motion to approve the petition, as amended, passed by a vote 3-1.

Attachments: Green Sheet Amendment  
Sign Package

## GREEN SHEET AMENDMENTS

**The Planning and Public Works Committee recommended that the following changes be made to the Sign Package by a vote of 3-1:**

### Sign Regulations: Wall Sign

1. The building as identified in Exhibit A is allowed to have total **a maximum of 3 wall signs**. **No more than two walls signs shall be permitted** on north elevation and **no more than one** on west elevation.
2. ~~Total square feet of sign on north elevation shall not be greater than 108 square feet or 7.25% of building elevation.~~ **Cumulative sign area on the western elevation shall not exceed 5% of the building elevation.**
3. The wall sign on west elevation shall not exceed 5% of building elevation.





## SIGN REGULATIONS

### Section 1:

All signage within the development shall be in conformance with the Comprehensive Sign Package.

All tenants, businesses, owners within the development shall receive a copy of the Comprehensive Sign Package from the owner at the time of lease/sale.

Any signage not specifically identified in the Comprehensive Sign Package shall conform to the Unified Development Code.

### Section 2:

#### Wall Sign

1. The building as identified in Exhibit A is allowed to have total 3 wall signs. Two on north elevation and one on west elevation.
2. Total square feet of sign on north elevation shall not be greater than 108 square feet or 7.25% of building elevation.
3. The wall sign on west elevation shall not exceed 5% of building elevation.



Exhibit A



City of Chesterfield  
Sign Package Request/Rationale

Total Access Urgent Care  
13426 Olive Blvd  
Chesterfield, MO 63017

Since 2008, Total Access Urgent Care (TAUC) has provided fast, friendly, and affordable healthcare at 28 facilities in the metropolitan St. Louis area. We maintain the highest ratings (4.9-5 stars on Google) of any healthcare organization in Missouri. Our new location in Chesterfield is one of six exciting new developments in the St. Louis area scheduled to open in 2024, and we look forward to providing additional care to the members of the community.

When looking for a TAUC location, patients are often in distress from a medical emergency, and in these scary scenarios, it is crucial that patients find our facilities quickly and safely. With only one entrance to the parking lot, we strongly feel that the proposed signage is necessary for our patients to identify our facility quickly from a distance. In the event of an emergency, every second matters.

**Sign Code Allowances:**

- ***Attached Wall Signs***
  - No more than one attached business sign on any 2 walls.
  - Outlined area shall not exceed 5% of wall area up to 300sf.

**Proposed Signage:**

- ***Attached Wall Signs***
  - Two attached business signs on two walls for a total of four wall signs. **UPDATE PER PLANNING COMMISSION RULING ON 3/25/24: We are now proposing two wall signs on the north elevation and only one wall sign on the west elevation.**
  - Outlined area of total signage on each wall is over the 5% allowance, as noted below:
    - North Elevation: Allowed 73.9 square feet. We are proposing 107.3 square feet which is 33.4 square feet above the UDC allowance. 7.25% of wall area.
    - West Elevation: Allowed 82.83 square feet. We are proposing 107.3 square feet which is 23.48 square feet above the UDC allowance. 6.4% of wall area. **UPDATE PER PLANNING COMMISSION RULING ON 3/25/24: We are now proposing only 40.8sqft which is well below the allowance.**

# TOTAL ACCESS URGENT CARE

## **Rationale:**

Total Access Urgent Care has developed a standard building design and complementary sign package that helps patients quickly locate the facility. Since the inception of Total Access Urgent Care, we have developed an abbreviated logo, "TAUC" (pronounced "talk"), which allows Total Access to more efficiently brand our services with the goal of this abbreviation becoming as recognizable as the logos made by QuikTrip (QT), McDonald's (golden arches), or Target (bullseye).

"Total Access Urgent Care" is a total of 21 letters which has proved to be challenging when in relation to signage. In order for the letters to be large enough to be easily recognizable and legible, the sign utilizes a considerable amount of square footage.

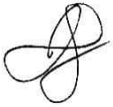
Chesterfield code reads that "each business occupying a tenant space or being the sole occupant of a freestanding building shall have no more than one (1) attached business sign on any two (2) walls of a building that are exterior walls of the particular building." Our standard sign package displays the acronym "TAUC" on both sides of the tower while keeping "Total Access Urgent Care" on the longer aspects of the building. It is essential to have both logos presented on the building to keep the design symmetrical and stay true to the Total Access brand.

Our standard size for the "TAUC" letters on the tower start at 42" in height. The "Total Access Urgent Care" signs that are displayed on the same elevations as the towers are generally 26" in height for our standard signage packages. For this location, we reduced the height of these letters to 25" tall; however, even with the reduction from our standard, we are above the 5% allowance for each of the two building walls by 56.88 square feet.

All tenants, businesses, owners within the development shall receive a copy of the Comprehensive Sign Package from the owner at the time of lease/sale. All signage within the development shall be in conformance with the Comprehensive Sign Package. All signage not specifically identified in the Comprehensive Sign Package shall conform to Section 04-05 of the Unified Development Code.

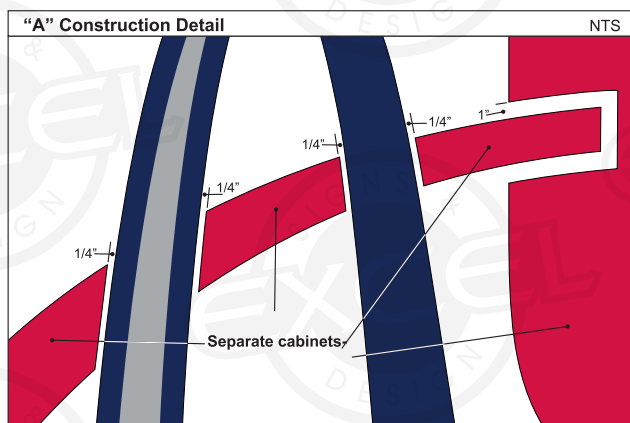
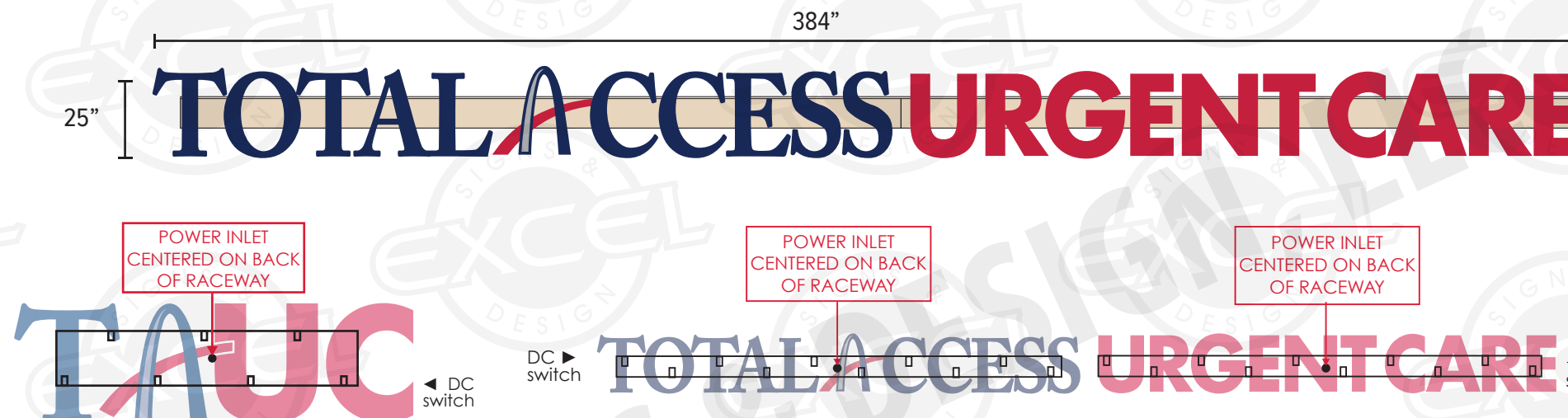
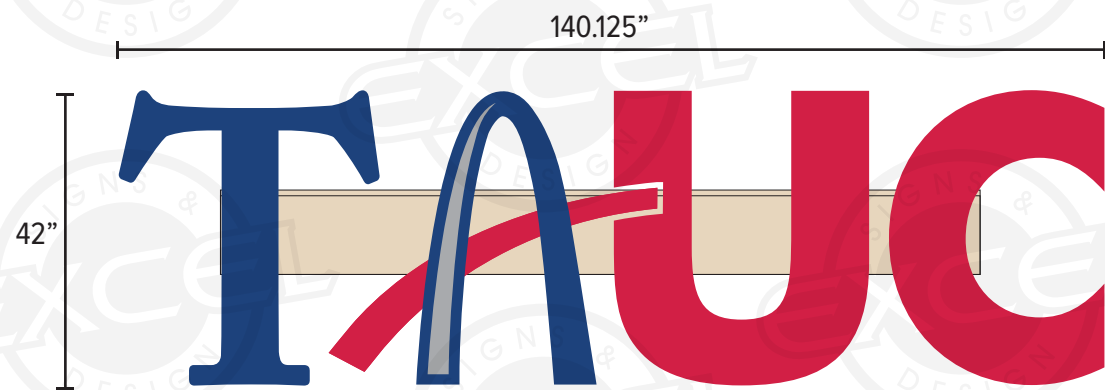
TAUC leadership is excited to continue to serve the Chesterfield community and believes this location will be a valuable contribution to the area.

Warm Regards,

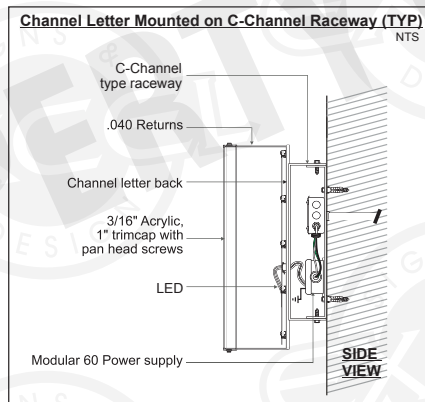
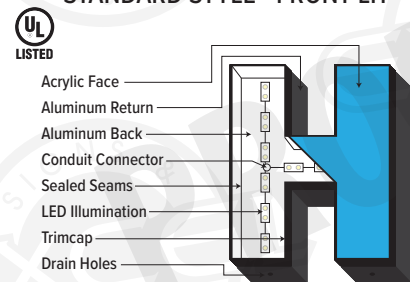


Joe Godfrey  
Director, Corporate Services  
Total Access Urgent Care





CHANNEL LETTERS  
STANDARD STYLE - FRONT LIT



COLORS DETAILS | ■ 3M 3630-36 Blue ■ 2793 Red Acrylic ■ 3M 3630-51 Silver Gray ■ SW 6091 Reliable White

**EXCEL**  
SIGNS & DESIGN  
9621 Sterling Place | St. Louis, MO 63123  
314.200.8097 | www.excelsignstl.com

CONTACT  
Joe Godfrey  
(317) 383-1340  
jgodfrey@tauc.com  
13426 Olive Blvd  
Chesterfield, MO 63017

DATE OF PROOF  
03/26/2024

DESIGNER  
Kara Neubauer  
kara.n@excelsignstl.com  
314.200.8097 x3

FILE NAME V1\_North Elevation\_TAUC Chesterfield\_11.09.20.ai

**SPECIFICATIONS** | Internally illuminated, front lit channel letters on c-channel raceway; Black trim caps and returns; Blue and gray faces to have translucent vinyl applied with white LEDs; Red faces to be red acrylic with Red LEDs.  
**PERMITTING ALLOWANCES** | (Chesterfield, MO - C8 Zone) Per Planning Commission Approval on 03/25/24: No more than 2 attached business signs on the north elevation. Outlined area shall not exceed 7.25% of north wall area. (1,479.975sqft x 7.25% = 107.3sqft allowed)  
**PROPOSED SIGNAGE** | 107.3 sqft proposed  
 > TAUC: 42" x 140.125" = 5,885.25 sqin / 144 = 40.8 sqft  
 > TOTAL ACCESS URGENT CARE: 25" x 384" = 9,600 sqin / 144 = 66.5 sqft

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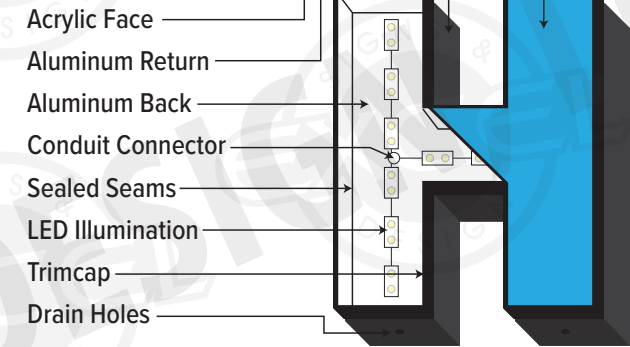
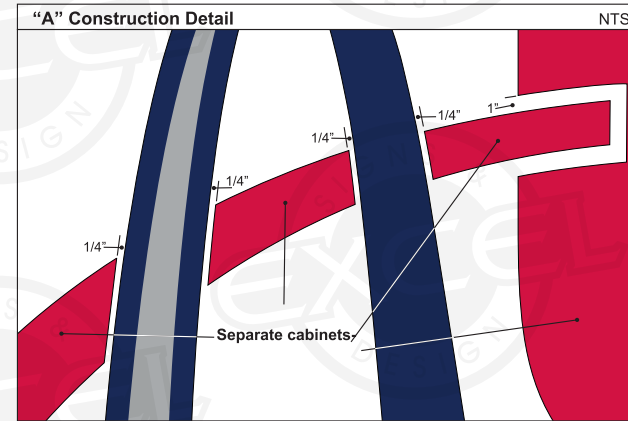
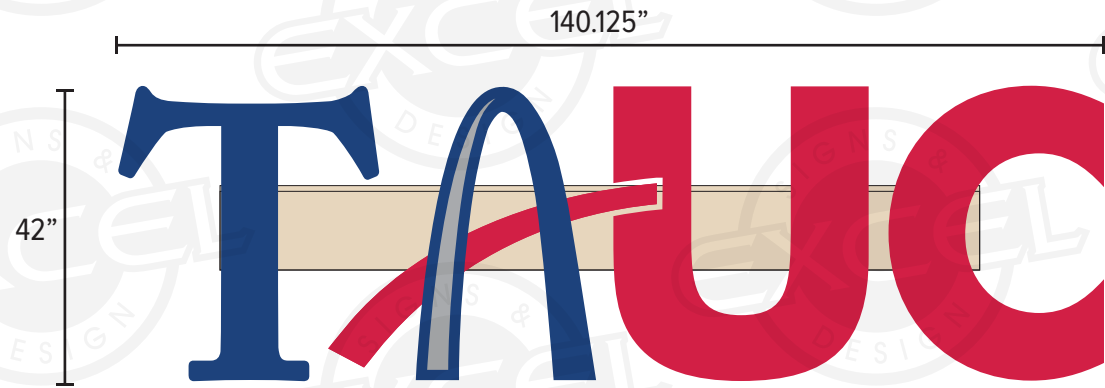
If satisfied with the layout/design please sign, date and email to your designer

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

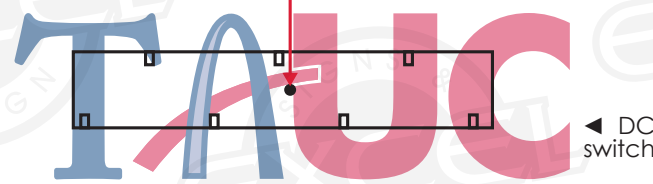




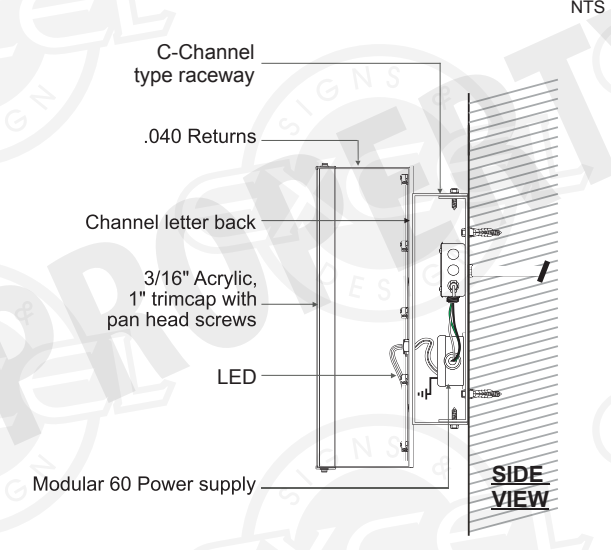
# CHANNEL LETTERS STANDARD STYLE - FRONT LIT



POWER INLET  
CENTERED ON BACK  
OF RACEWAY



Channel Letter Mounted on C-Channel Raceway (TYP) NTS



20' x 57.25' = 1,145sqft  
27.5' x 19.33' = 531.575sqft  
948.4sqft + 531.575sqft = 1,676.575sqft total wall area

COLORS DETAILS | 3M 3630-36 Blue | 2793 Red Acrylic | 3M 3630-51 Silver Gray | SW 6091 Reliable White

**EXCEL**  
SIGNS & DESIGN  
9621 Sterling Place | St. Louis, MO 63123  
314.200.8097 | www.excelstl.com

CONTACT  
Joe Godfrey  
(317) 383-1340  
jgodfrey@tauc.com  
13426 Olive Blvd  
Chesterfield, MO 63017

DATE OF PROOF  
03/26/2024

DESIGNER  
Kara Neubauer  
kara.n@excelsignstl.com  
314.200.8097 x3

FILE NAME V1\_West Elevation\_TAUC Chesterfield\_03.26.24.ai

**SPECIFICATIONS** | Internally illuminated, front lit channel letters on c-channel raceway; Black trim caps and returns; Blue and gray faces to have translucent vinyl applied with white LEDs; Red faces to be red acrylic with Red LEDs.  
**PERMITTING ALLOWANCES** | (Chesterfield, MO - C8 Zone) Per Planning Commission Approval on 03/25/24: 1 sign allowed on west elevation. Outlined area shall not exceed 5% of west wall area.  
> Wall Area = 1,676.575sqft x 5% = 83.82sqft allowed  
**PROPOSED SIGNAGE** | 42" x 140.125" = 5,885.25 sqin / 144 = 40.8 sqft

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Approved By: \_\_\_\_\_ Date: \_\_\_\_\_



## **FINANCE AND ADMINISTRATION COMMITTEE**

Chair: Councilmember Barbara McGuinness

### **NEXT MEETING**

The next meeting of the F&A Committee is scheduled for Monday, May 13<sup>th</sup> at 5:30pm.

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

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

Chair: Councilmember Gary Budoor

### **NEXT MEETING**

The next meeting of the Parks, Recreation and Arts Committee is scheduled for Wednesday, May 22<sup>nd</sup> at 5:30 pm.

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

## **PUBLIC HEALTH AND SAFETY COMMITTEE**

Chair: Councilmember Mary Ann Mastorakos

Vice Chair: Councilmember Michael Moore

### **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 Monday's meeting.



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

**A. Bid Recommendation - Accessible Sidewalk Ramp Improvement Project** Recommendation to accept the low bid submitted by Spencer Contracting and to authorize the City Administrator to enter into an agreement with Spencer Contracting in an amount not to exceed \$55,000.00 for the Accessible Sidewalk Ramp Improvement Project. \$41,900.00 of this cost will be reimbursed to the City of Chesterfield through the CDBG Program. **(Roll Call Vote) Department of Public Works recommends approval.**

If you have any questions or require additional information, please contact me prior to Monday'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 24, 2024

**RE:** Accessible Sidewalk Ramp Improvement Project

---

On April 23, 2024 the Department of Public Works publicly opened bids for the Accessible Sidewalk Ramp Improvement Project. Two bids were received, as detailed in the attached memorandum from Project Manager Matt Dooley. As you can see, the lowest bid was submitted by Spencer Contracting at a cost of \$50,004. Spencer has performed this type of work for the City of Chesterfield in the past and is positively recommended by City Staff.

The City's annual sidewalk ramp improvement projects are funded through the Community Development Block Grant (CDBG) program administered by St. Louis County. In late 2023 the City of Chesterfield became eligible for \$41,900 in CDBG funding. While there are a number of ways a city can use CDBG funds, City Council has previously determined that ADA compliant sidewalk ramps are the most appropriate, as they not only benefit many residents, but allow the City of Chesterfield to work toward compliance with the Americans with Disabilities Act as detailed in our ADA Transition Plan.

**I recommend acceptance of the low bid, as submitted by Spencer Contracting, in the budgeted amount of \$55,000.** This will allow construction of twelve ADA compliant ramps in the Chesterfield Meadows subdivision. As detailed above, \$41,900 of this cost will be reimbursed to the City of Chesterfield through the CDBG Program, **resulting in a net expenditure of no more than \$13,100.** Please note that this is considered a 2023 project because that is when the funding was approved by St. Louis County. However, construction will occur in 2024.


### Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation it should authorize the City

Administrator to enter into an Agreement with Spencer Contracting in an amount not to exceed \$55,000. As detailed on the previous page, \$41,900 of this total cost will be reimbursed to the City from St. Louis County via the CDBG Program. This project is funded in Account 120-079-5497.

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

Concurrence:

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




**BID TABULATION**  
**2023 ACCESSIBLE RAMP IMPROVEMENTS**  
**2023-PW-02**  
**April 23, 2024**

| ITEM #                | DESCRIPTION                        | UNITS    | QTY  | ENGINEER'S ESTIMATE |                    | SPENCER CONTRACTING |                    | LAMKE TRENCHING & EXCAVATING |                    |
|-----------------------|------------------------------------|----------|------|---------------------|--------------------|---------------------|--------------------|------------------------------|--------------------|
|                       |                                    |          |      | UNIT PRICE          | EXTENDED PRICE     | UNIT PRICE          | EXTENDED PRICE     | UNIT PRICE                   | EXTENDED PRICE     |
| 1                     | Remove Sidewalk                    | Sq. Ft.  | 1450 | \$7.50              | \$10,875.00        | \$7.50              | \$10,875.00        | \$8.00                       | \$11,600.00        |
| 2                     | Replace / Install 4" Sidewalk      | Sq. Ft.  | 1675 | \$16.00             | \$26,800.00        | \$16.50             | \$27,637.50        | \$20.50                      | \$34,337.50        |
| 3                     | Remove and Replace P.C.C. Pavement | Sq. Yd.  | 30   | \$250.00            | \$7,500.00         | \$293.00            | \$8,790.00         | \$200.00                     | \$6,000.00         |
| 4                     | Saw Cutting                        | Lin. Ft. | 200  | \$7.00              | \$1,400.00         | \$6.00              | \$1,200.00         | \$6.00                       | \$1,200.00         |
| 5                     | Siltation Control                  | Lump Sum | 1    | \$1,000.00          | \$1,000.00         | \$1.00              | \$1.00             | \$500.00                     | \$500.00           |
| 6                     | Traffic Control                    | Lump Sum | 1    | \$3,000.00          | \$3,000.00         | \$1,500.00          | \$1,500.00         | \$1,000.00                   | \$1,000.00         |
| <b>TOTAL BASE BID</b> |                                    |          |      |                     | <b>\$50,575.00</b> |                     | <b>\$50,003.50</b> |                              | <b>\$54,637.50</b> |

# MEMORANDUM



**DATE:** April 24, 2024  
**TO:** James Eckrich, Public Works Director  
**FROM:** Matt Dooley, Project Manager   
**SUBJECT:** 2023 Accessible Ramp Improvements (2023-PW-02)

---

As you are aware, each year the City of Chesterfield is eligible for Community Development Block Grant funding through St. Louis County. While there are a number of eligible uses for CDBG funds, the City of Chesterfield has elected to utilize these funds to reconstruct sidewalk ramps to meet the standards defined within the Americans with Disabilities Act (ADA). This year the City has allocated \$55,000 to fund this project, with St. Louis County reimbursing the City approximately \$41,900 once funding becomes available. The location of this project will be in the Chesterfield Meadows subdivision.

On April 23, 2024, the City of Chesterfield publicly opened bids for the above-described CDBG sidewalk ramp project. A summary of those bids is as follows:

| <b>Contractor</b>            | <b>Bid</b>   |
|------------------------------|--------------|
| Spencer Contracting          | \$ 50,003.50 |
| Lanke Trenching & Excavating | \$ 54,637.50 |

The low bidder, Spencer Contracting, has successfully performed work for the City in the past. **Accordingly, I recommend acceptance of the low total bid of \$50,003.50 submitted by Spencer Contracting and request authorization of work up to the available funding of \$55,000.**

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

cc: 2023-PW-02 File

---

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

BID TIME: 10:00 a.m. \_\_\_\_\_  
 BID DATE: Tuesday, April 23, 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

2023 Accessible Ramp Improvements  
 2023-PW-02

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 Sidewalk removal and replacement, pavement replacement, seeding, property restoration and other incidental work..

The Contract contains an alternative dispute resolution provision which may be enforced by the parties.

**Bid submitted by:**

Company Name: Spencer Contracting Company

Address: 3073 Arnold Tenbrook Rd

City, State Arnold, MO 63010

Phone number: 314-843-5166 Fax: 314-843-6106

E-mail address: tony@spencercontracting.com

Type of Firm: Sole Partnership \_\_\_\_\_ Partnership \_\_\_\_\_  
 Corporation x Other \_\_\_\_\_

Officer Anthony Spencer

Title President

Signature 

Date 04/23/2024

**CITY OF CHESTERFIELD  
ITEMIZED BID  
2022 ACCESSIBLE RAMP IMPROVEMENTS  
2022-PW-02**

| ITEM NO.              | DESCRIPTION                        | UNIT     | QUANTITY | UNIT PRICE     | EXTENDED PRICE   |
|-----------------------|------------------------------------|----------|----------|----------------|------------------|
| <b>BASE BID</b>       |                                    |          |          |                |                  |
| 1                     | Remove Sidewalk                    | Sq. Ft.  | 1,450    | <u>7.50</u>    | <u>10,875.-</u>  |
| 2                     | Replace / Install 4" Sidewalk      | Sq. Ft.  | 1,675    | <u>16.50</u>   | <u>27,637.50</u> |
| 3                     | Remove and Replace P.C.C. Pavement | Sq. Yd.  | 30       | <u>293.-</u>   | <u>8,790.-</u>   |
| 4                     | Saw Cutting                        | Lin. Ft. | 200      | <u>6.-</u>     | <u>1,200.-</u>   |
| 5                     | Siltation Control                  | Lump Sum | 1        | <u>1.-</u>     | <u>1.-</u>       |
| 6                     | Traffic Control                    | Lump Sum | 1        | <u>1,500.-</u> | <u>1,500.-</u>   |
| <b>TOTAL BASE BID</b> |                                    |          |          |                | <u>50,003.50</u> |

## **OTHER LEGISLATION**

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

- A. 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 **(Second Reading)**
  
- B. 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 **(Second Reading)**
  
- C. 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. **(Second Reading) Planning & Public Works Committee recommends approval.**
  
- D. 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. **(Second Reading) Planning & Public Works Committee recommends approval.**
  
- E. Bill No. 3506 - Boundary Adjustment Plat - 530-550 N. Eatherton Road**  
An ordinance providing for the approval of a Boundary Adjustment Plat for the consolidation of two parcels totaling 32.93-acres zoned "PI" Planned Industrial (17w130064, 17w130075). **(First & Second Reading) Department of Planning recommends approval.**

## **UNFINISHED BUSINESS**

There is no unfinished business scheduled for this meeting.

## **NEW BUSINESS**



**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 7<sup>th</sup>, 2024, the Parks, Recreation and Arts Committee of Council recommended acceptance of the proposed parkland donation; and

**WHEREAS**, on February 20<sup>th</sup>, 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



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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: \_\_\_\_\_



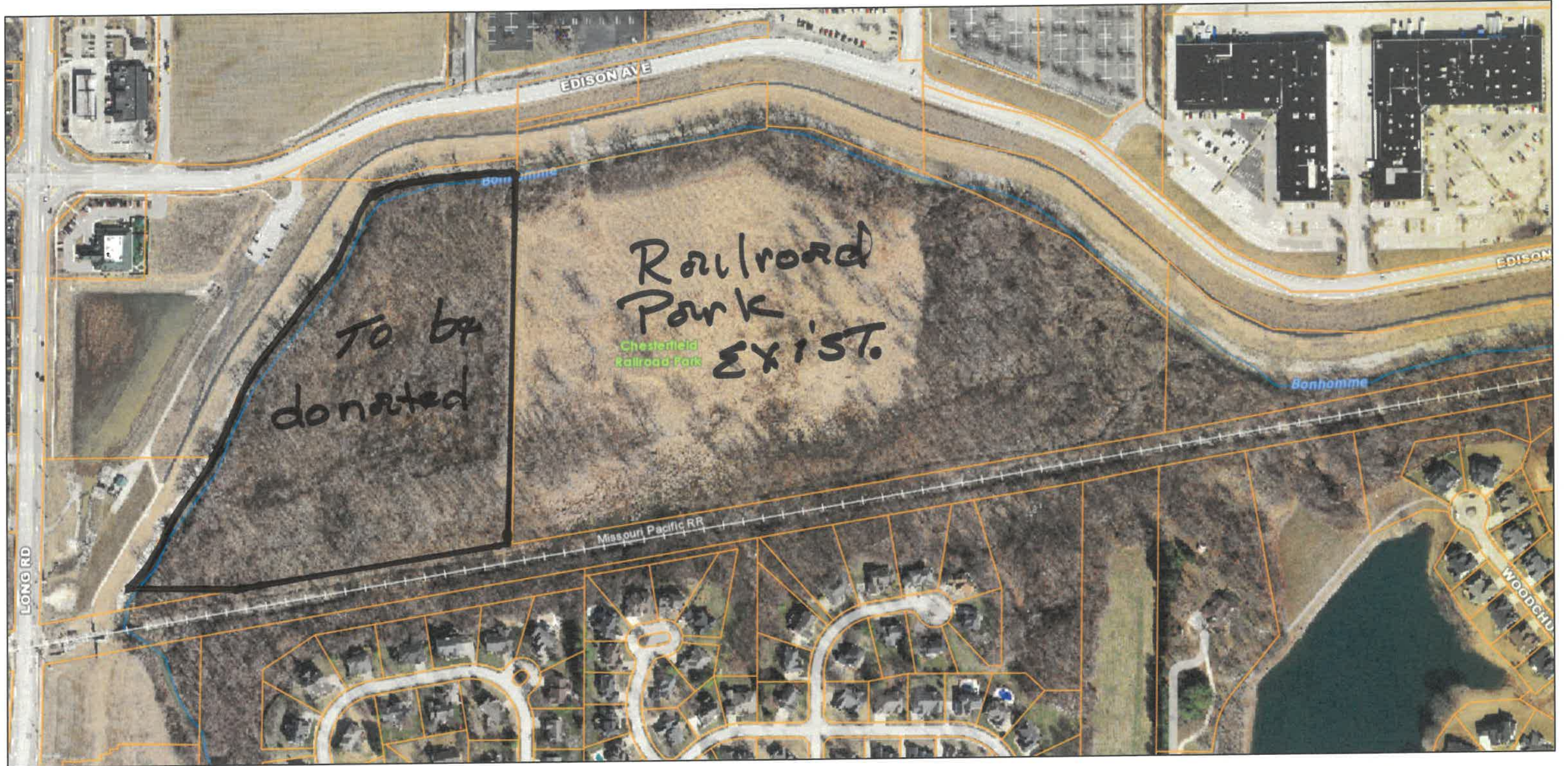
**EXHIBIT A**

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:

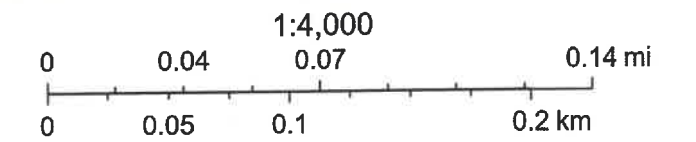
Beginning at the intersection of the North line of the St. Louis Southwestern Railroad right of way 100 foot wide, with the West line of property conveyed to Muk and Pontip Rotrakarn as described in the deed recorded in Book 7867 page 26 of the St. Louis County Records; thence Westwardly along said North 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

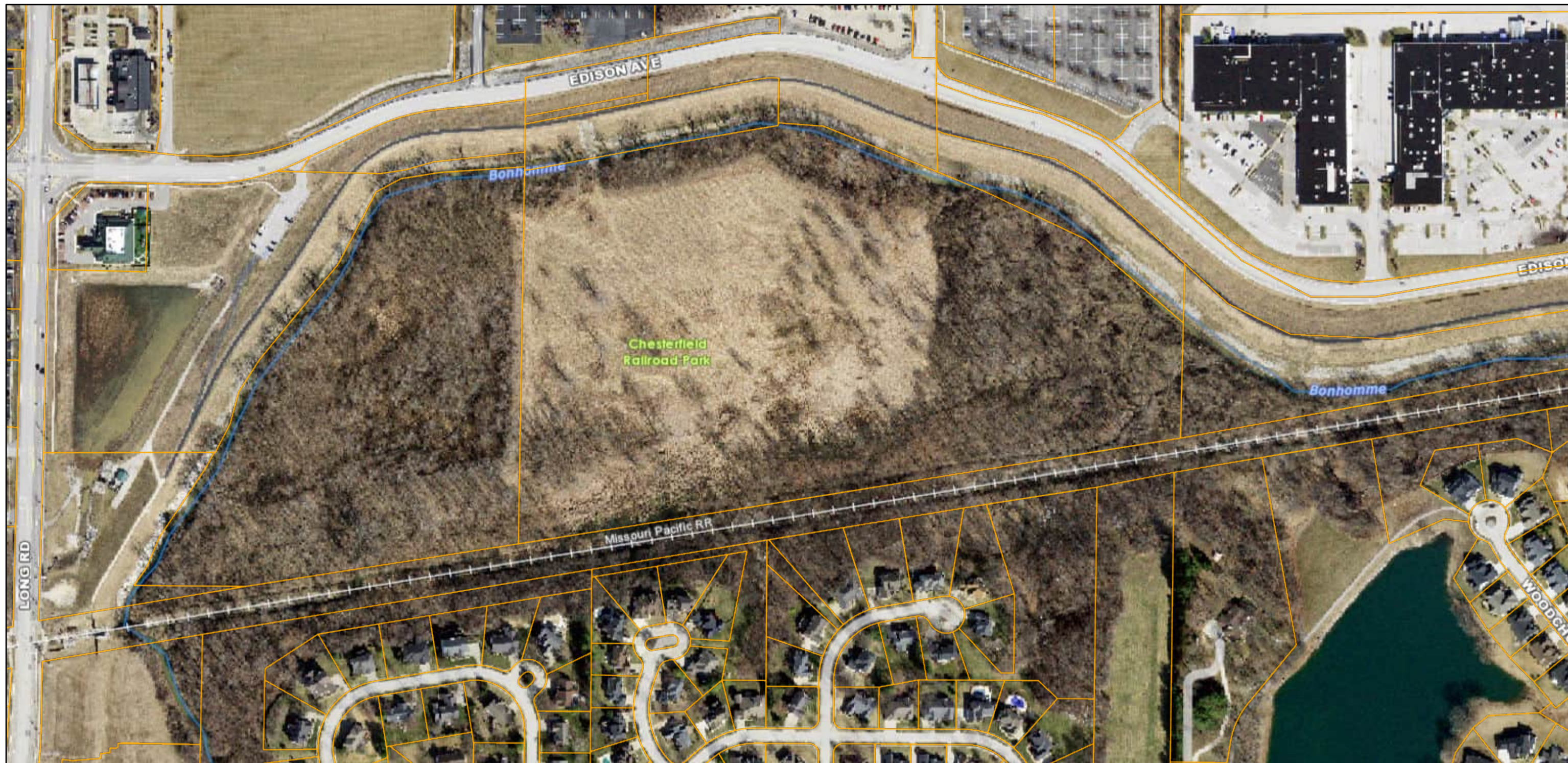
Parcels



Esri, Inc., City of Chesterfield, Missouri

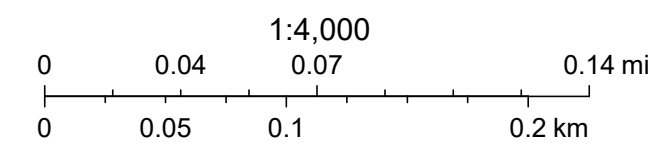


# ArcGIS Web AppBuilder



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](mailto:SHarding@sciengineering.com)>  
Sent: Thursday, January 18, 2024 1:52 PM  
To: Mike Geisel <[mgeisel@chesterfield.mo.us](mailto:mgeisel@chesterfield.mo.us)>  
Cc: TW Dieckmann <[twdieckmann@chesterfield.mo.us](mailto:twdieckmann@chesterfield.mo.us)>; Elliot Brown <[ebrown@chesterfield.mo.us](mailto: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

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From: Mike Geisel <[mgeisel@chesterfield.mo.us](mailto:mgeisel@chesterfield.mo.us)>  
Sent: Tuesday, January 16, 2024 3:35 PM  
To: Scott Harding <[SHarding@sciengineering.com](mailto:SHarding@sciengineering.com)>  
Cc: TW Dieckmann <[twdieckmann@chesterfield.mo.us](mailto:twdieckmann@chesterfield.mo.us)>; Elliot Brown <[ebrown@chesterfield.mo.us](mailto: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](mailto:SHarding@sciengineering.com)>  
Sent: Tuesday, January 16, 2024 1:12 PM  
To: Mike Geisel <[mgeisel@chesterfield.mo.us](mailto: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](mailto:mgeisel@chesterfield.mo.us)>  
Sent: Tuesday, January 16, 2024 1:03 PM  
To: Human, David <[David.Human@huschblackwell.com](mailto:David.Human@huschblackwell.com)>; Scott Harding <[SHarding@sciengineering.com](mailto:SHarding@sciengineering.com)>; TW Dieckmann <[twdieckmann@chesterfield.mo.us](mailto:twdieckmann@chesterfield.mo.us)>  
Subject: RE: Monarch-Chesterfield Right of Entry

You don't often get email from [mgeisel@chesterfield.mo.us](mailto: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](mailto:David.Human@huschblackwell.com)>  
Sent: Monday, January 15, 2024 12:34 PM  
To: Mike Geisel <[mgeisel@chesterfield.mo.us](mailto: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](mailto:sharding@sciengineering.com)>  
Date: January 15, 2024 at 12:50:39 PM EST  
To: "Human, David" <[David.Human@huschblackwell.com](mailto: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](mailto:Andrew.Meyer@huschblackwell.com)>  
Cc: Human, David <[David.Human@huschblackwell.com](mailto:David.Human@huschblackwell.com)>; Bill Green <[BGreen@sciengineering.com](mailto:BGreen@sciengineering.com)>;  
Mark A. Harms <[MHarms@sciengineering.com](mailto: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](mailto:Andrew.Meyer@huschblackwell.com)  
[huschblackwell.com](http://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](http://www.huschblackwell.com).*

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**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:

---

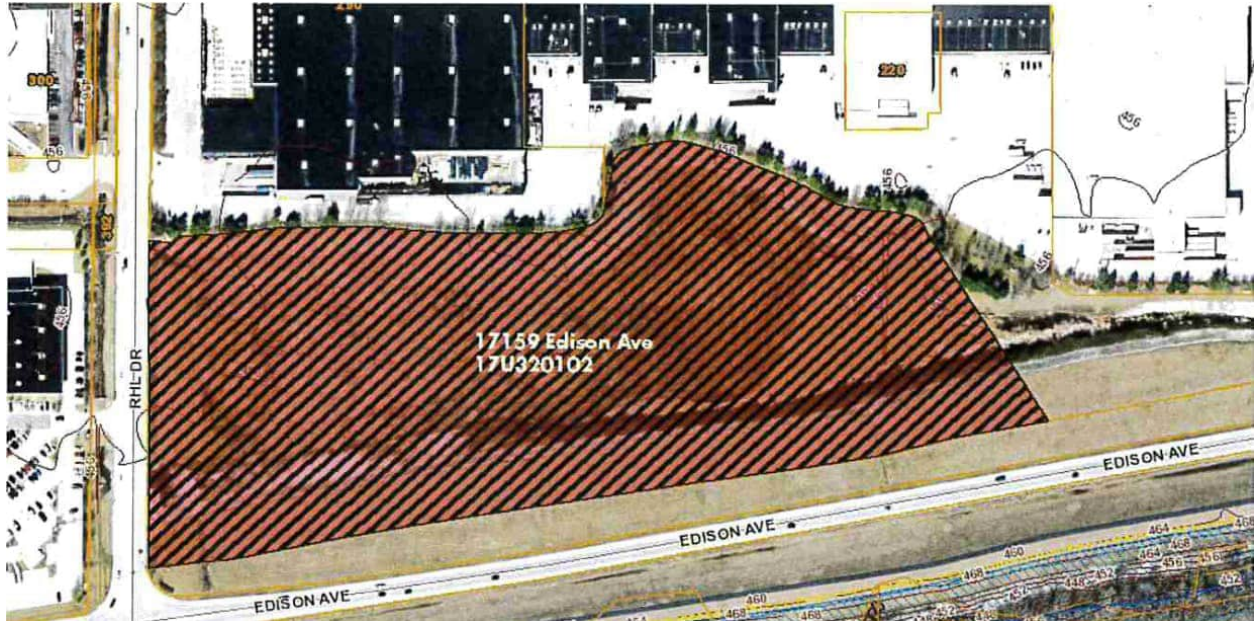
Vickie McGownd

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



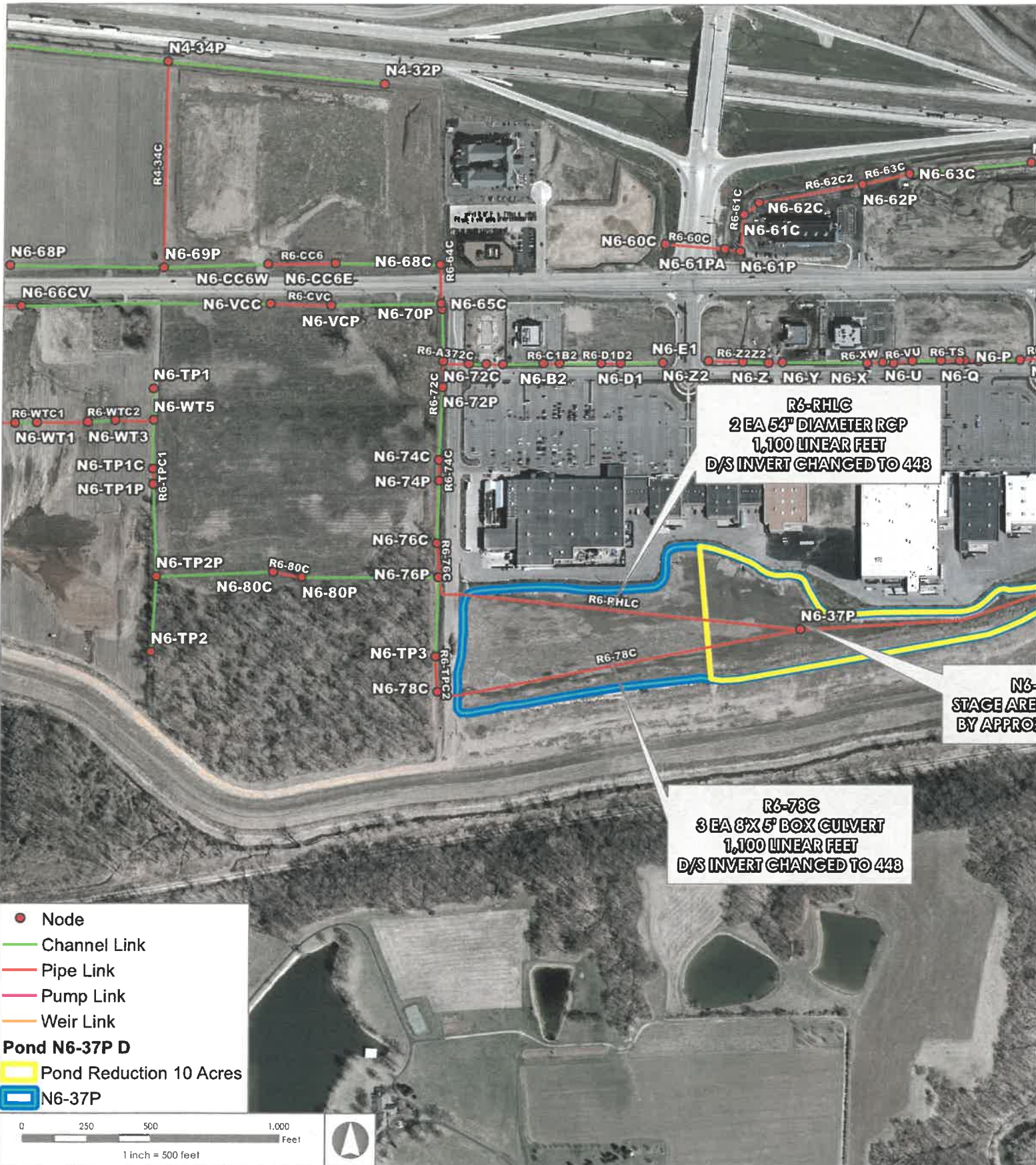


**AVAILABLE**  
 RETAIL SPACE / PAD SITES

**THE KROENKE GROUP**

FOR LEASING  
 INFORMATION CALL:  
 (573) 449-8323





|   |                      |          |          |        |                 |
|---|----------------------|----------|----------|--------|-----------------|
| Project No.   | FE 2023-01           | Revision | 01       | Author | Thomas & Hutton |
| Client  | City of Chesterfield | Scale    | AS SHOWN | Date   | 01/2023         |
| Thomas & Hutton compiled the map information from the following sources:  |                      |          |          |        |                 |
| Date  | Source               | Date     |          |        |                 |
|   |                      |          |          |        |                 |
| <small>DISCLAIMER: Thomas &amp; 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. Thomas &amp; Hutton is not responsible for any errors or omissions in this map. The user of this map is advised to verify the information shown on this map with the appropriate authorities.</small> |                      |          |          |        |                 |
| <small>Copyright © 2015 by Thomas &amp; Hutton</small>  |                      |          |          |        |                 |
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# Stormwater Map

## Chesterfield

FE 2023-01 - Pond N6-37P



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, 2<sup>nd</sup> 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  |
| <b>Concluded:</b>                 | <b><u>\$500,000</u></b>  |

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### **ADDENDA**

|                                  |  |
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| Letter of Intent                 |  |
| City of Chesterfield Memo        |  |
| Qualifications of Firm and Staff |  |
| Copies of Appraiser Licenses     |  |

## **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*, 7<sup>th</sup> 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*, 7<sup>th</sup> 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*, 7<sup>th</sup> 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*, 7<sup>th</sup> 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**

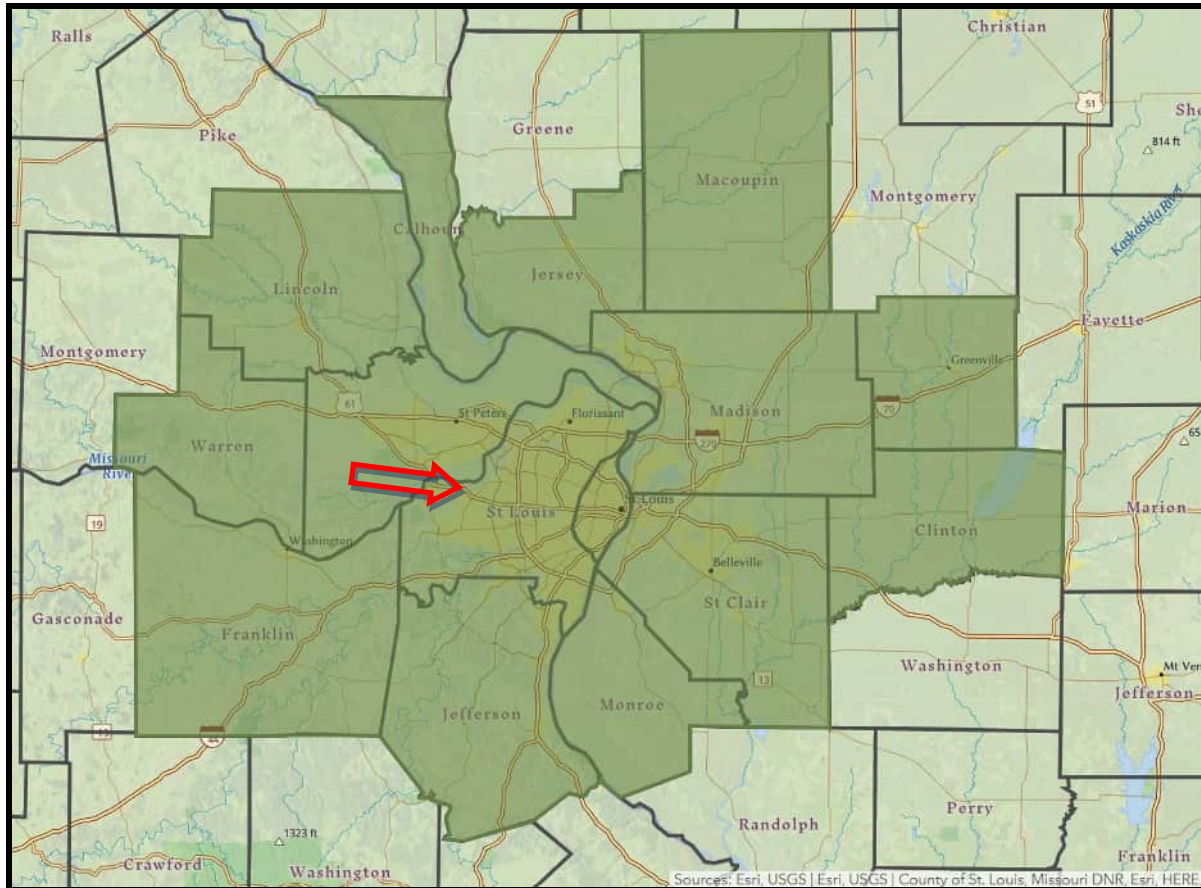
The conduct of this appraisal is necessarily guided and its results influenced by the terms of the assignment and the assumptions, which together form the basis of the study. The following conditions and assumptions, together with lesser assumptions embodied in this report, constitute the framework of 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 21<sup>st</sup> 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%     |

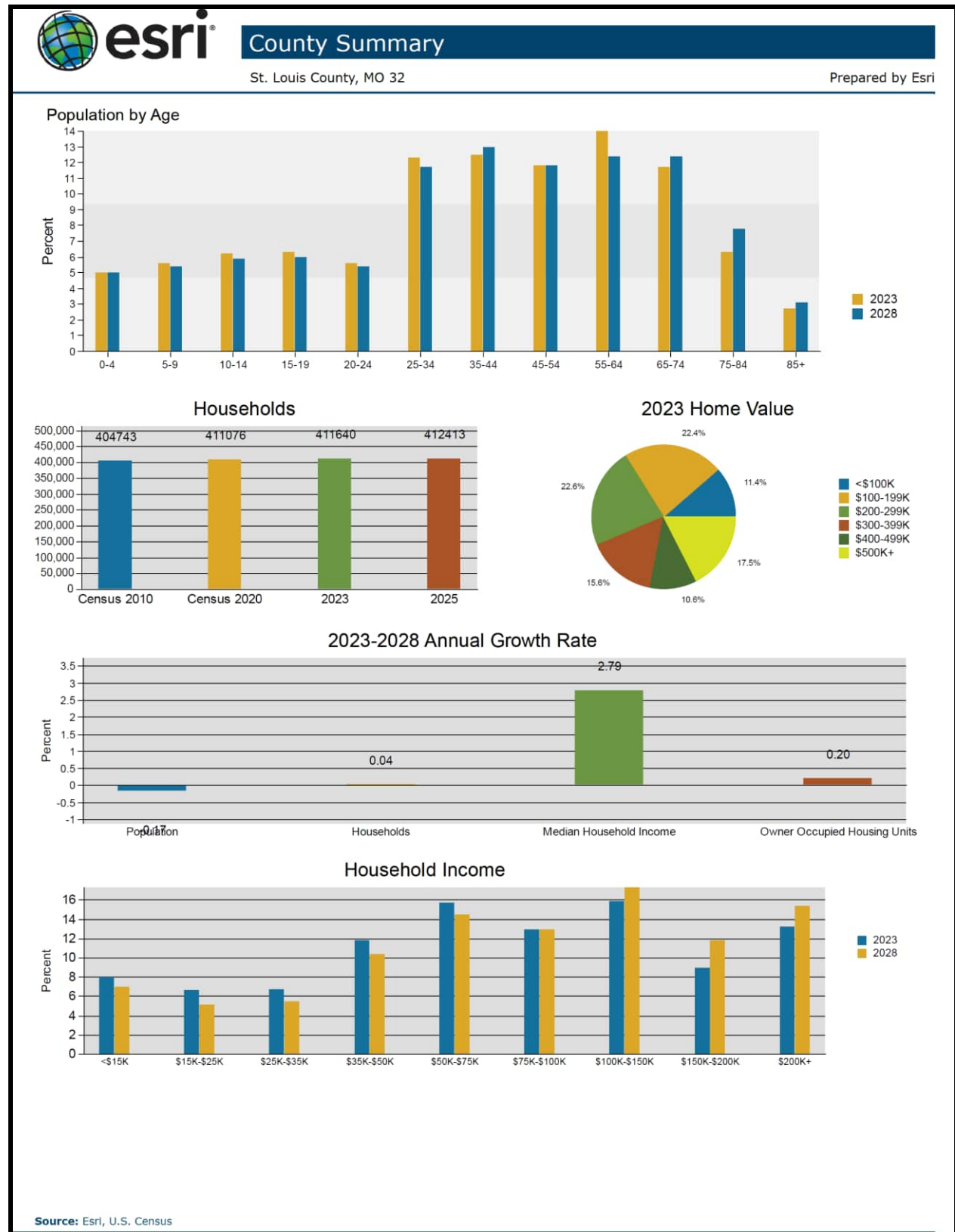
| Per Capita Income      |          |
|------------------------|----------|
| 2023 Per Capita Income | \$49,409 |
| 2028 Per Capita Income | \$57,309 |
| 2023-2028 Annual Rate  | 3.01%    |

| 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



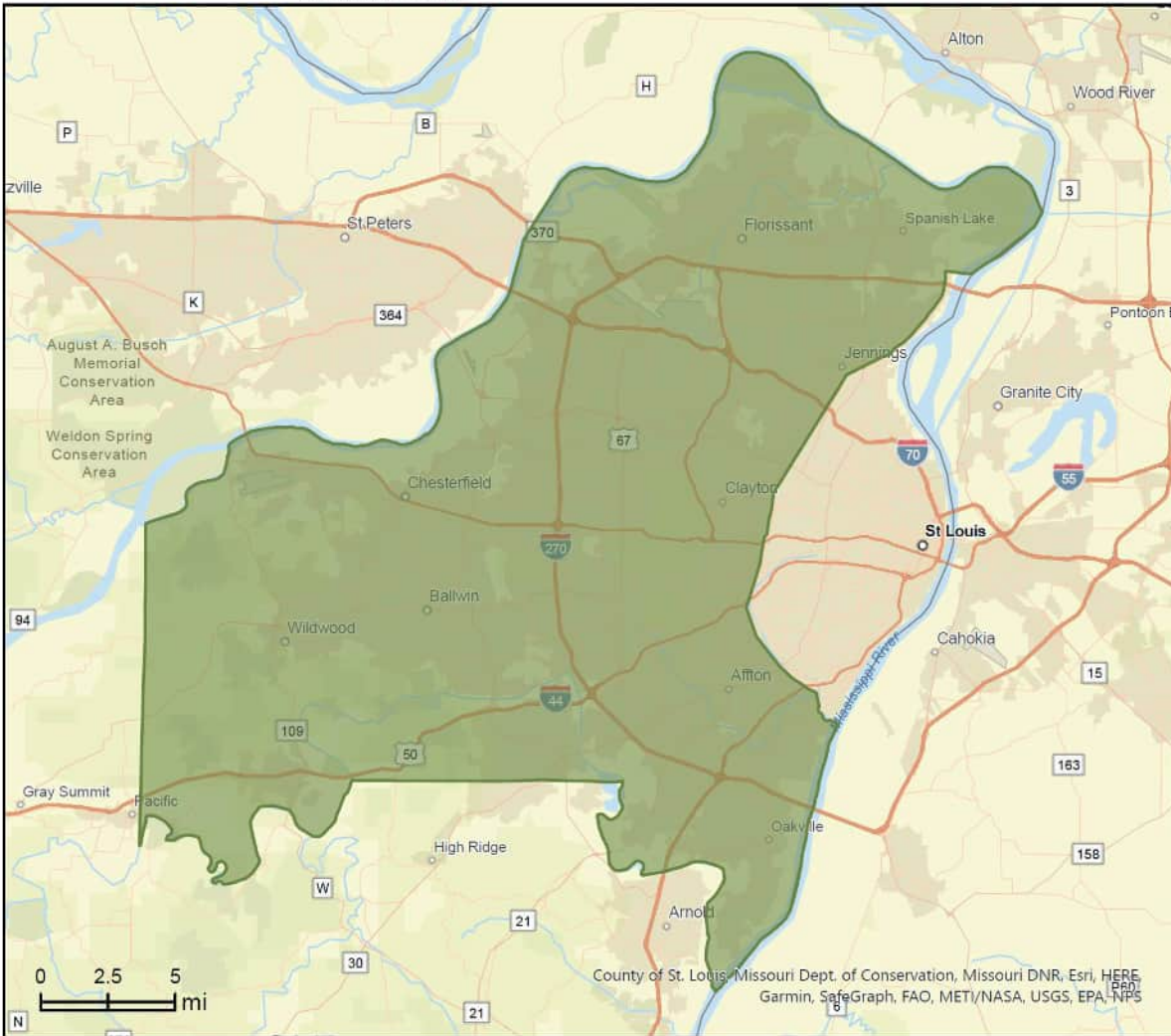




### Site Map

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

Prepared by Esri



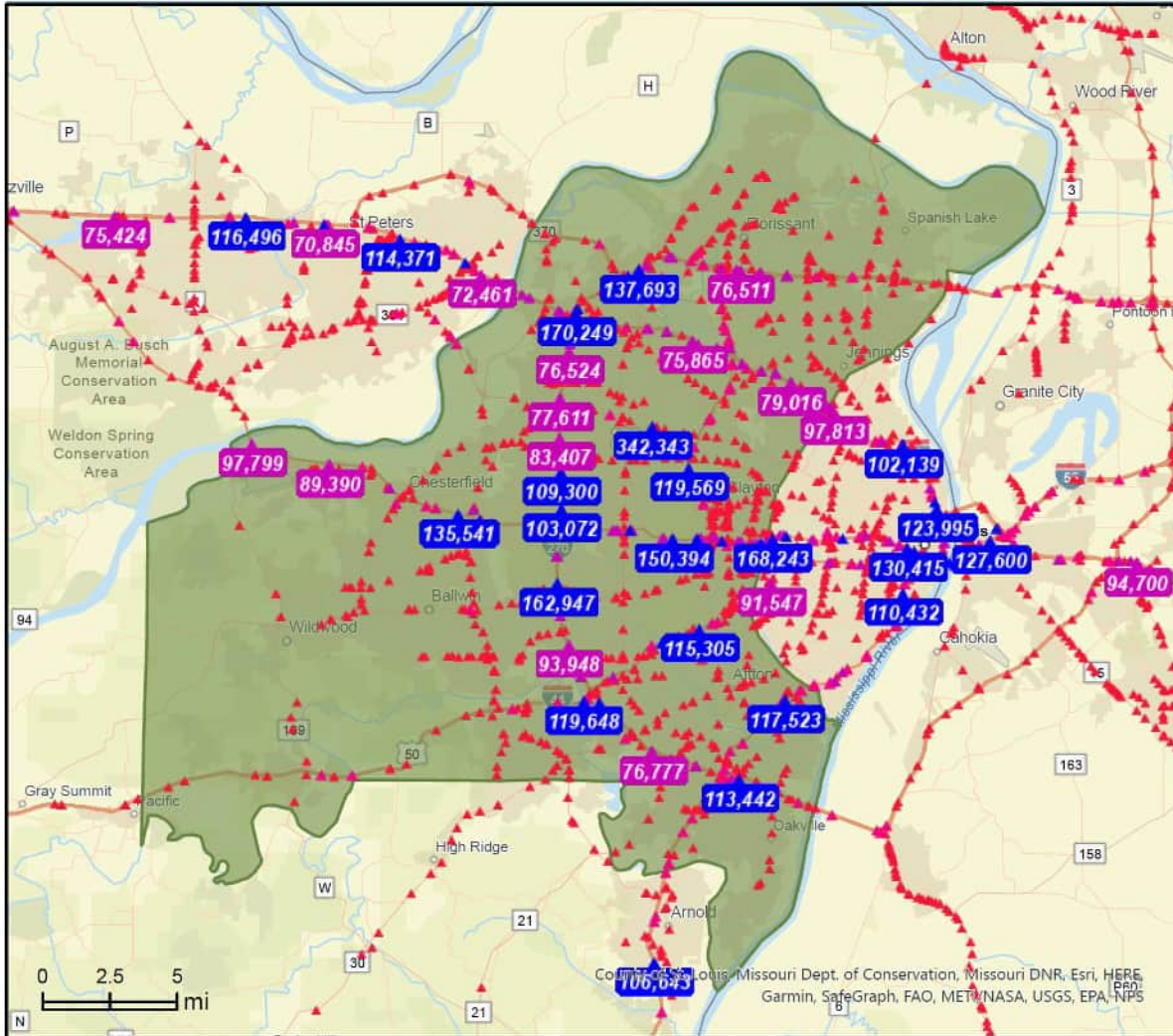
June 29, 2023



### Traffic Count Map

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

Prepared by Esri



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- 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



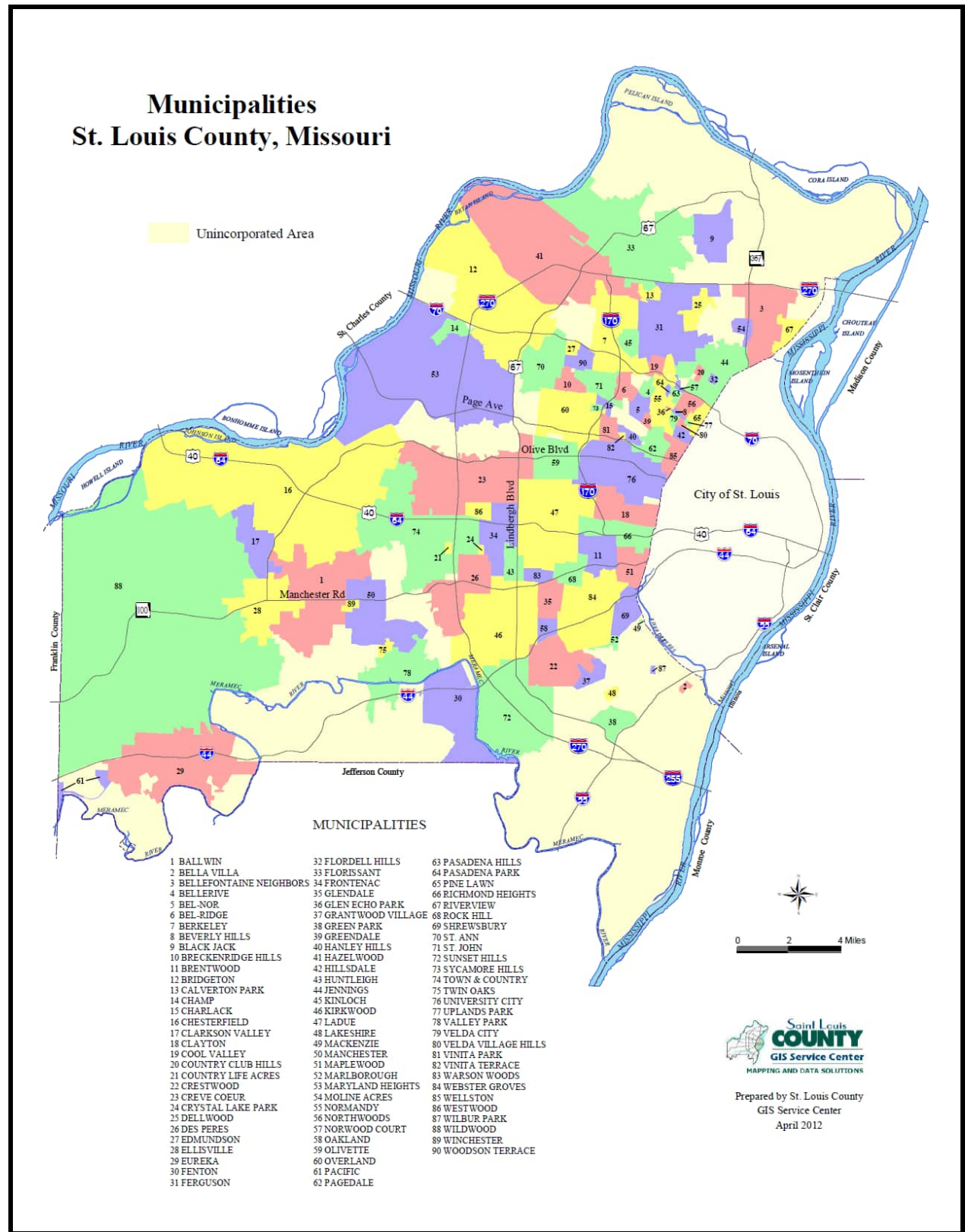
Source: ©2023 Kalibrate Technologies (Q2 2023).

June 29, 2023

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**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:

| <b>Largest Employers</b>          | <b>Industry</b>                 | <b>Employment</b> |
|-----------------------------------|---------------------------------|-------------------|
| 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

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**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

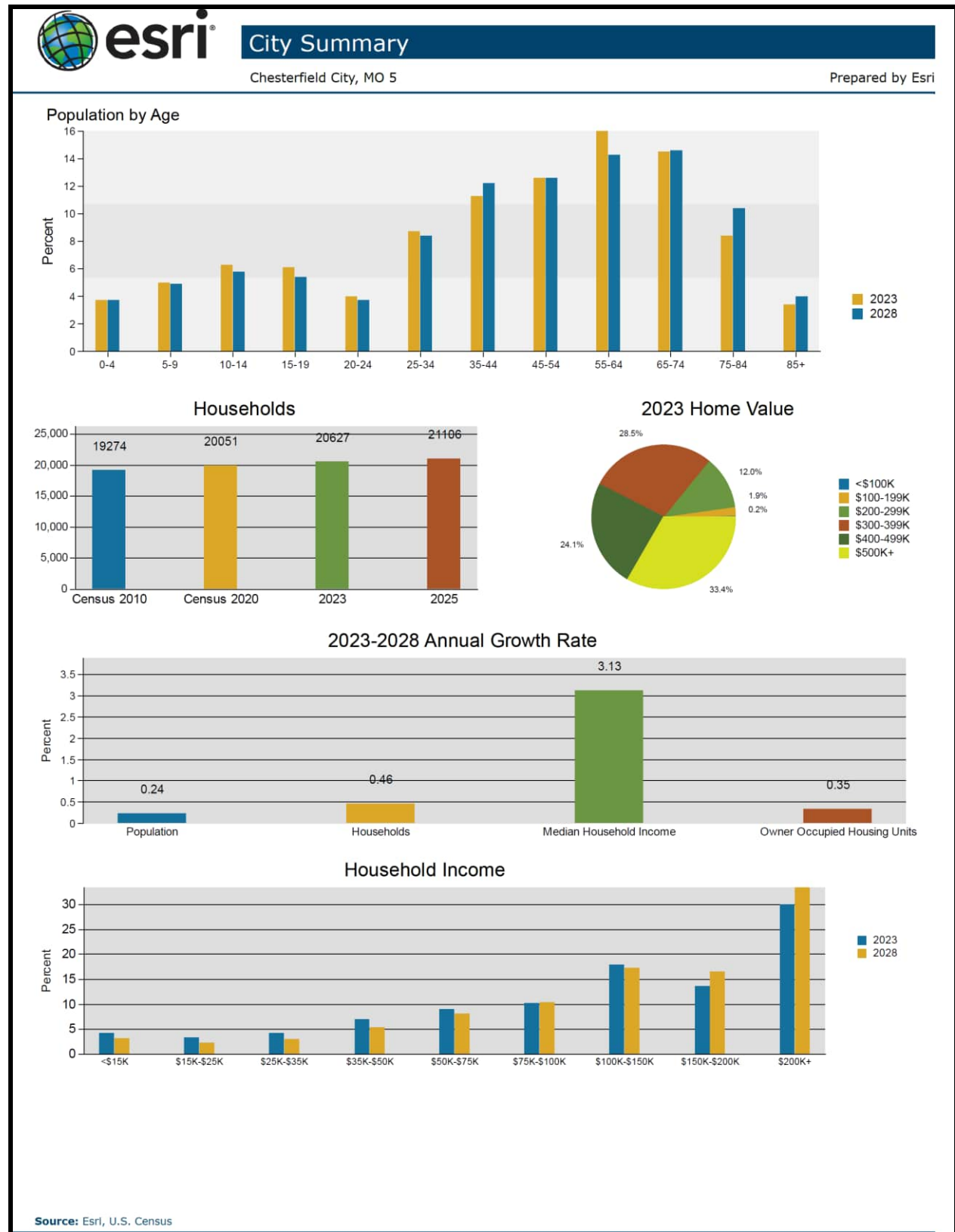
Current per capita income is \$77,680 in the area, compared to the U.S. per capita income of \$41,310. The per capita income is projected to be \$88,248 in five years, compared to \$47,525 for all U.S. households

**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



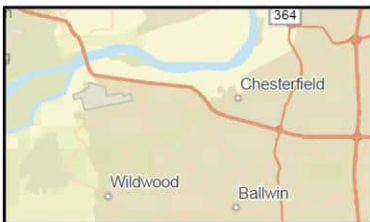
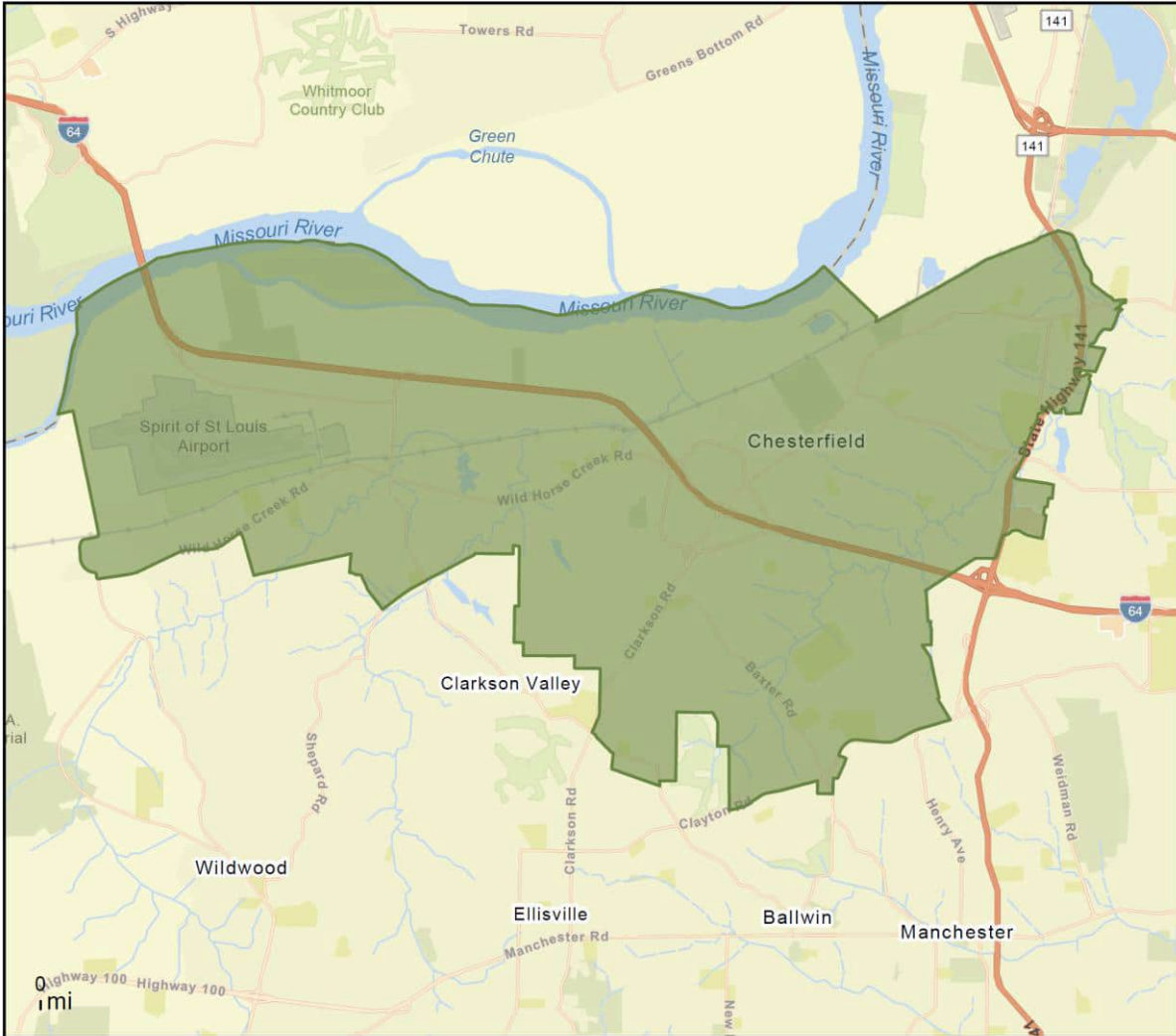




### Site Map

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

Prepared by Esri



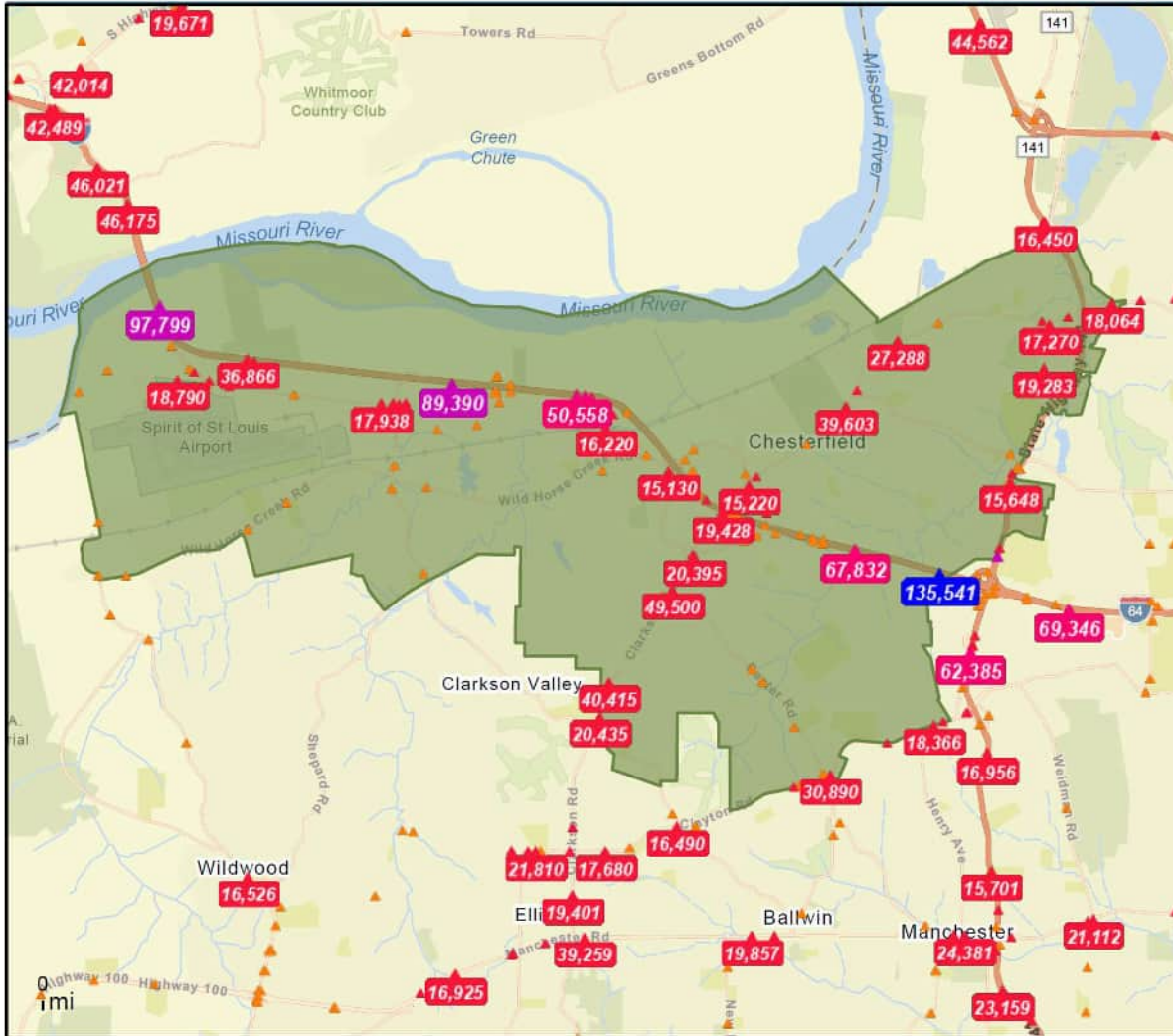
March 13, 2024



### 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

©2024 Esri

Page 1 of 1

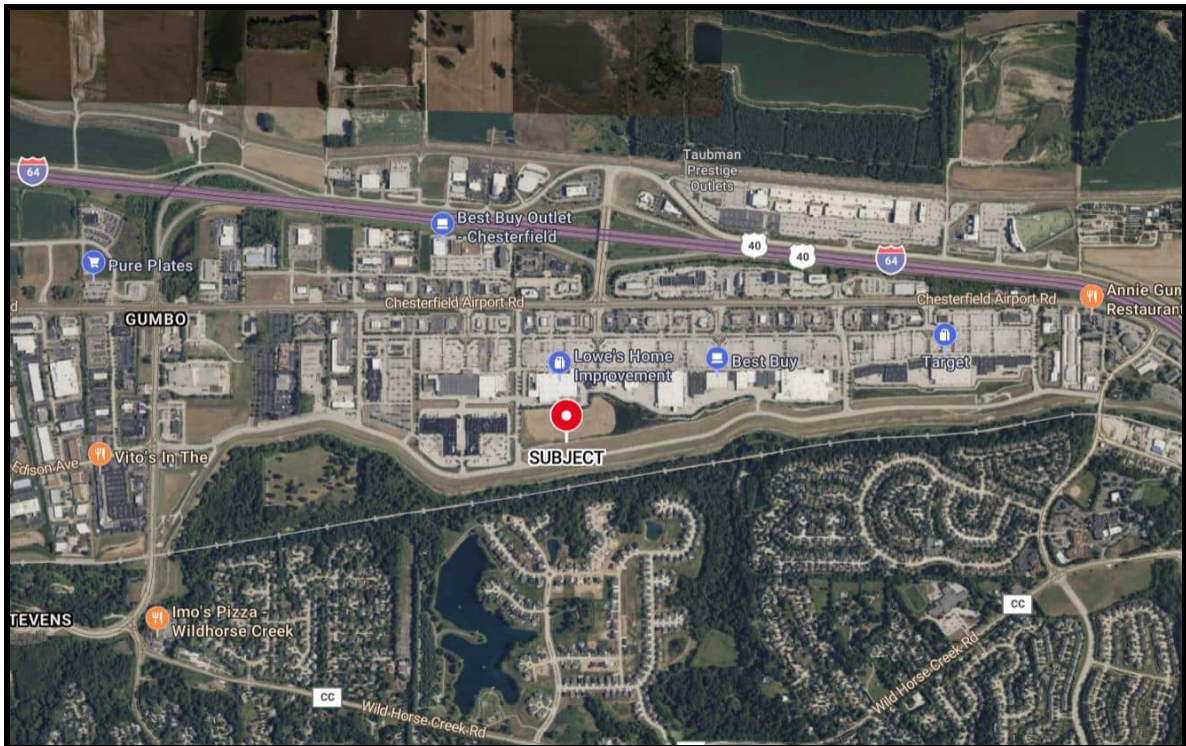


## Neighborhood Analysis

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, 7<sup>th</sup> 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).

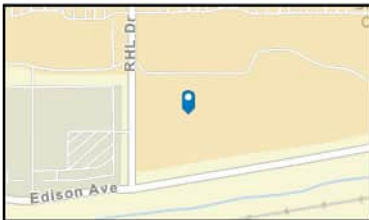
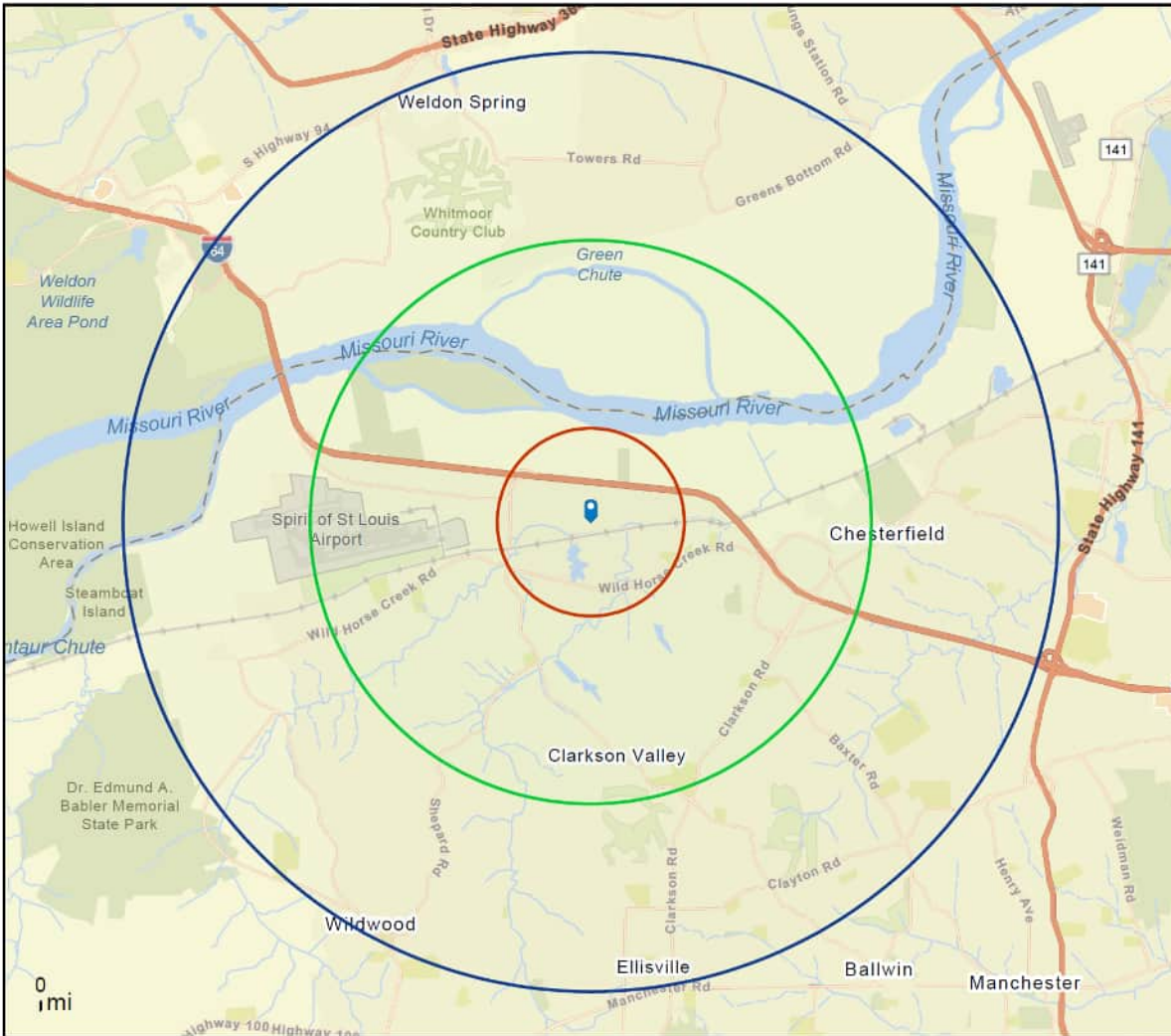




### Site Map

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 |
|------------------------|--------|---------|---------|
| <b>Population</b>      |        |         |         |
| 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.

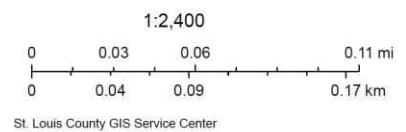
Additional descriptive property information follows.

**Aerial Tax Map - With Flood & Topography Overlays**



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

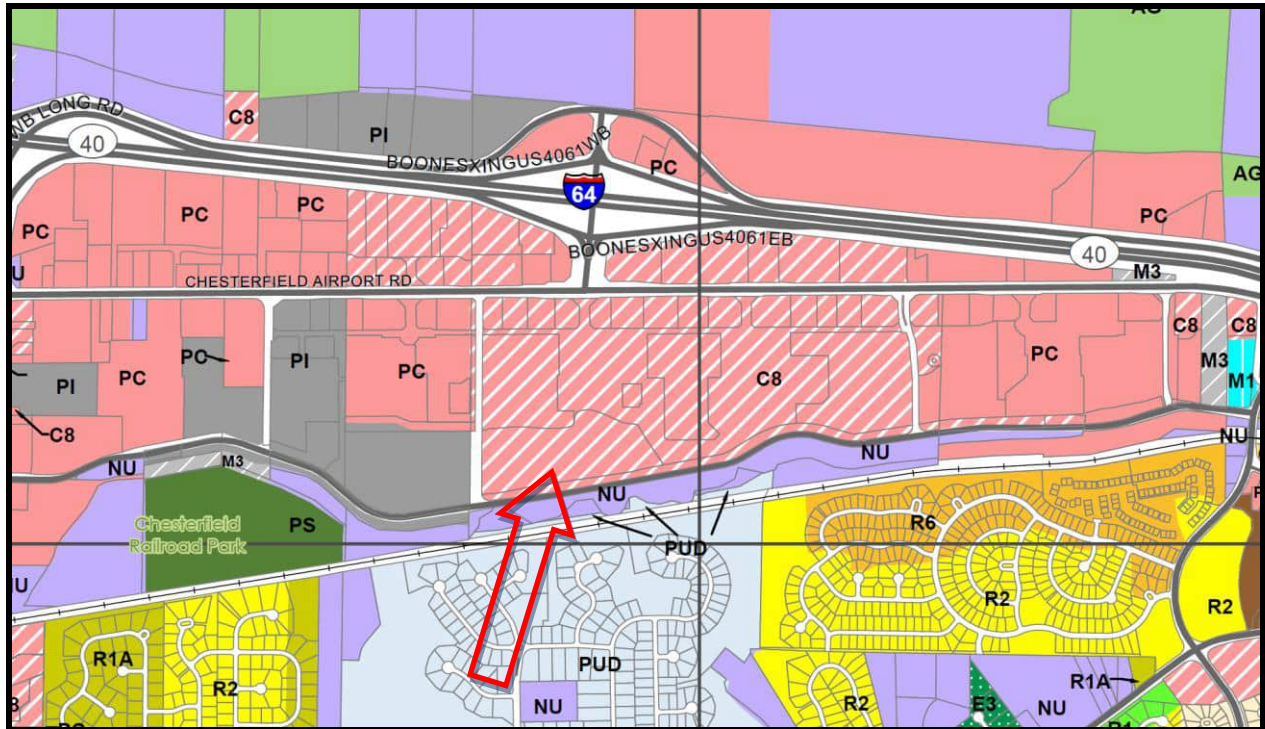
- Image
- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3
- Contours 4ft (1997)
- Other Flood Areas (0.2% Annual Chance)
- Special Flood Hazard Areas (1% Annual Chance)



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



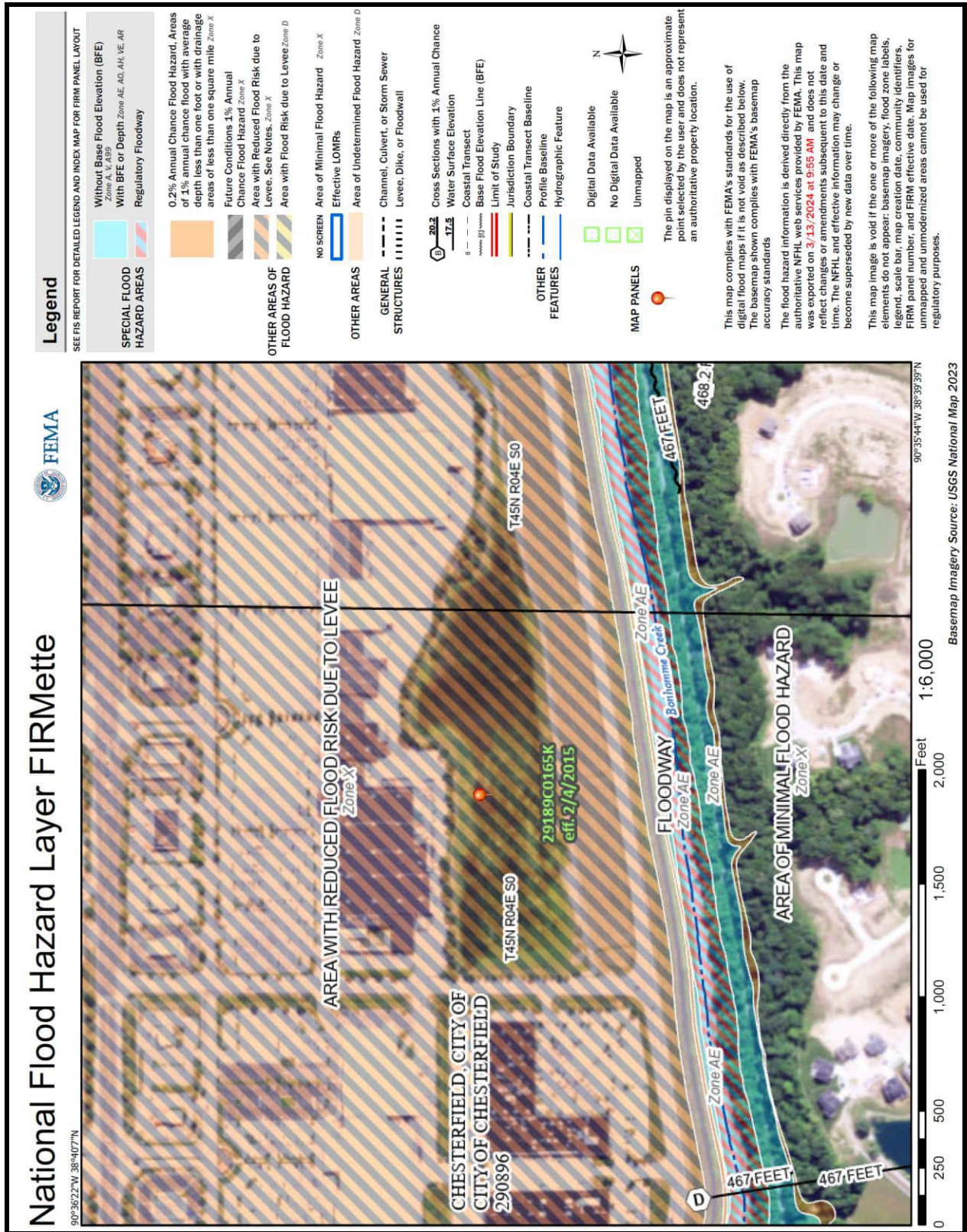
**Zoning Map**



| 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           |   |

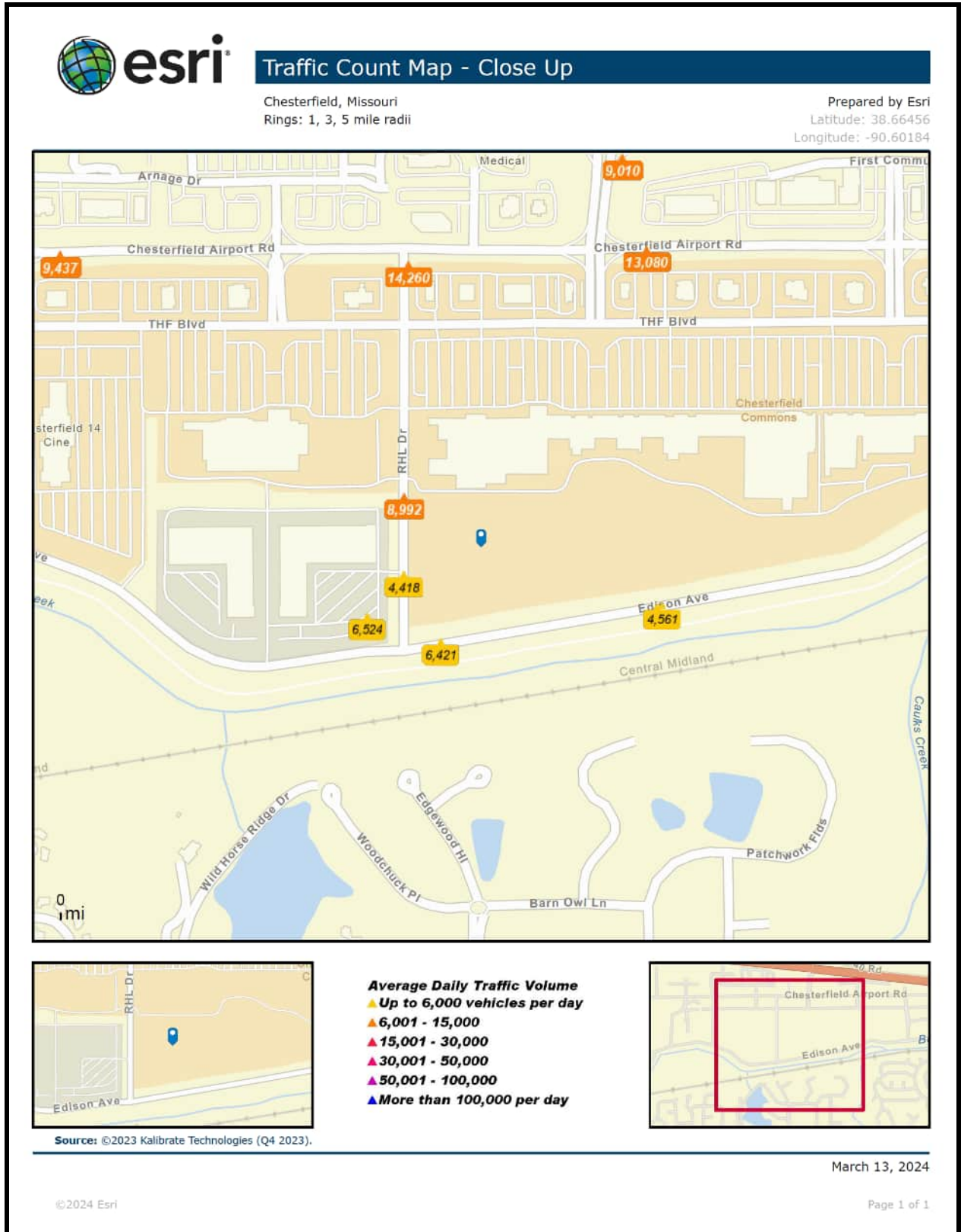


**Flood Map**





**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*, 7<sup>th</sup> 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<br>Land<br>Acres | Per<br>Usable<br>Land<br>Acre | Usable<br>Land<br>Sq. Ft. | Per<br>Usable<br>Land<br>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                           |
| <b>Total Acquisition &amp; Development Costs "As-Complete"</b> | <b>\$3,260,000</b> | <b>10.0</b>             | <b>\$326,000</b>              | <b>435,600</b>            | <b>\$7.48</b>                    |

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**

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

**Sale Data**

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

|                        |             |
|------------------------|-------------|
| <b>Sale Price</b>      | \$1,097,712 |
| <b>Cash Equivalent</b> | \$1,097,712 |

**Land Sale No. 1 (Cont.)**

**Land Data**

|                   |                            |
|-------------------|----------------------------|
| <b>Zoning</b>     | "M-3", Industrial District |
| <b>Topography</b> | Level                      |
| <b>Utilities</b>  | All available              |
| <b>Shape</b>      | Rectangular                |
| <b>Flood Info</b> | Levee protected            |

**Land Size Information**

|                        |                           |
|------------------------|---------------------------|
| <b>Gross Land Size</b> | 4.200 Acres or 182,952 SF |
|------------------------|---------------------------|

**Indicators**

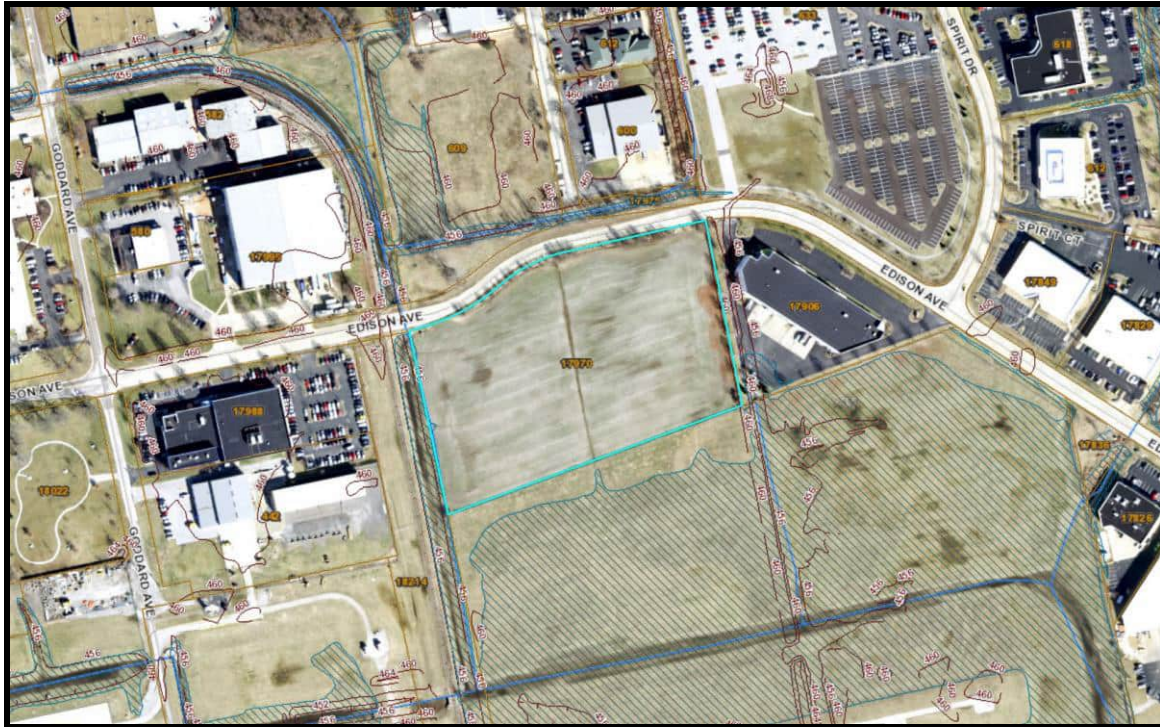
|                              |           |
|------------------------------|-----------|
| <b>Sale Price/Gross Acre</b> | \$261,360 |
| <b>Sale Price/Gross SF</b>   | \$6.00    |

**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**

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

**Sale Data**

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

|                        |             |
|------------------------|-------------|
| <b>Sale Price</b>      | \$1,600,000 |
| <b>Cash Equivalent</b> | \$1,600,000 |

**Land Sale No. 2 (Cont.)**

**Land Data**

|                   |                                   |
|-------------------|-----------------------------------|
| <b>Zoning</b>     | "PI", Planned Industrial District |
| <b>Topography</b> | Level                             |
| <b>Utilities</b>  | All available                     |
| <b>Shape</b>      | Rectangular                       |
| <b>Flood Info</b> | Levee protected                   |

**Land Size Information**

|                        |                           |
|------------------------|---------------------------|
| <b>Gross Land Size</b> | 7.120 Acres or 310,147 SF |
|------------------------|---------------------------|

**Indicators**

|                              |           |
|------------------------------|-----------|
| <b>Sale Price/Gross Acre</b> | \$224,719 |
| <b>Sale Price/Gross SF</b>   | \$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**

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

**Sale Data**

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

**Land Sale No. 3 (Cont.)**

**Land Data**

|                   |                          |
|-------------------|--------------------------|
| <b>Zoning</b>     | "PI", Planned Industrial |
| <b>Topography</b> | Level                    |
| <b>Utilities</b>  | All available            |
| <b>Shape</b>      | Rectangular              |
| <b>Flood Info</b> | Levee protected          |

**Land Size Information**

|                        |                           |
|------------------------|---------------------------|
| <b>Gross Land Size</b> | 5.249 Acres or 228,646 SF |
|------------------------|---------------------------|

**Indicators**

|                              |           |
|------------------------------|-----------|
| <b>Sale Price/Gross Acre</b> | \$381,025 |
| <b>Sale Price/Gross SF</b>   | \$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        |
| <b>Adjustments</b>     |                                       |  |                                       |  |                |
| 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%  |                |
| <b>Adjusted Price</b>  |                                       | <b>\$ 6.12</b>                           | <b>\$ 5.42</b>                        | <b>\$ 9.18</b>                                 | <b>\$ 6.91</b> |
| 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%  |                |
| <b>Adjusted Price</b>  |                                       | <b>\$ 7.65</b>                           | <b>\$ 6.91</b>                        | <b>\$ 7.81</b>                                 | <b>\$ 7.45</b> |

|         |         |
|---------|---------|
| 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        |
| <b>Market Value "As-Complete" - Rounded:</b>                      | <b>\$3,260,000</b> |
| 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          |
| <b>Market Value "As-Is" - Rounded:</b>                            | <b>\$500,000</b>   |

**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        |
| <b>Concluded</b>          | <b>\$500,000</b> |

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, 2<sup>nd</sup> 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

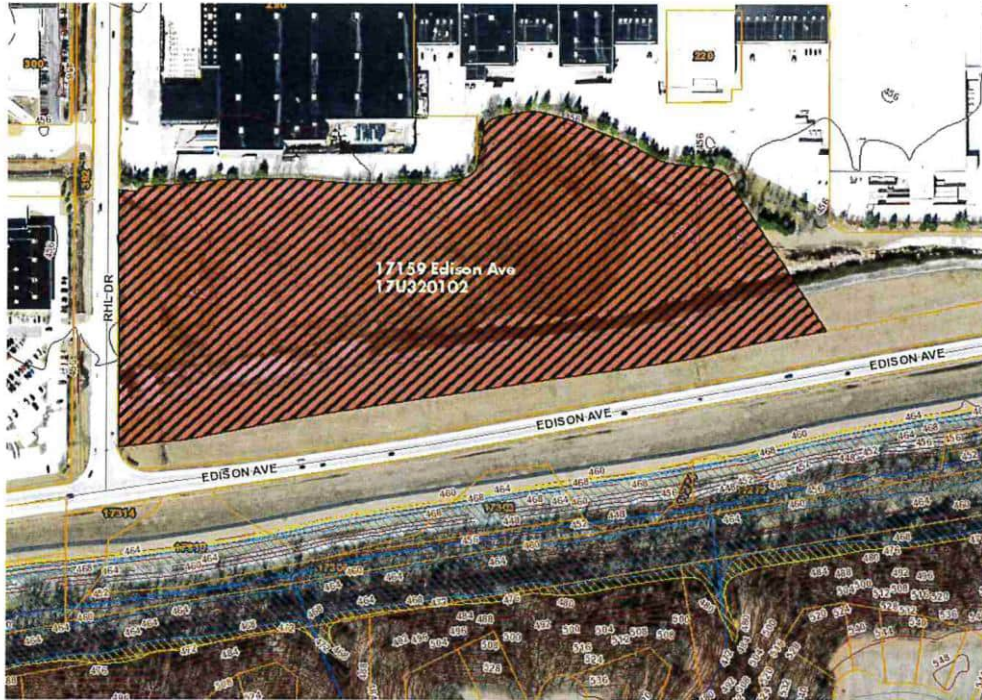
APPROVED:

\_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A

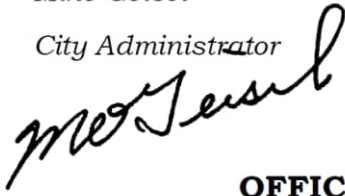
Depiction of the Property





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**

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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.

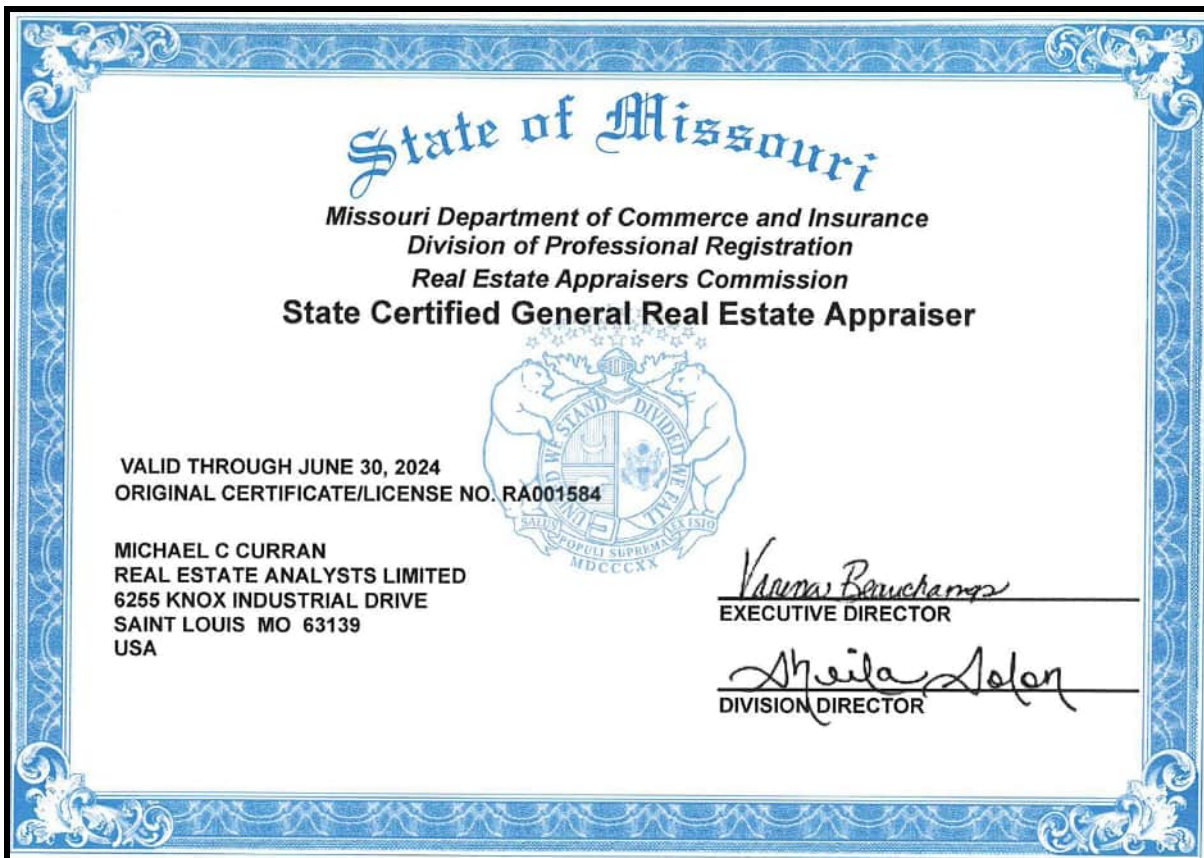
Real Estate Analysts Limited's clientele ranges from the smallest individual investor or owner to many of the nation's "Fortune 500" firms. Considerable appraisal work is done for real estate developers and owners of all forms of investment real estate, banks, other financial institutions and lending 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

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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

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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:

| <b>Phase</b>                    | <b>Grant</b>        | <b>City Share</b> | <b>Total</b>        | <b>Year</b> |
|---------------------------------|---------------------|-------------------|---------------------|-------------|
| <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        |
| <b>TOTALS</b>                   | <b>\$ 1,832,000</b> | <b>\$ 458,000</b> | <b>\$ 2,290,000</b> |             |

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

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

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

ATTEST:

ATTEST:

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

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

Approved as to Form:

Approved as to Form:

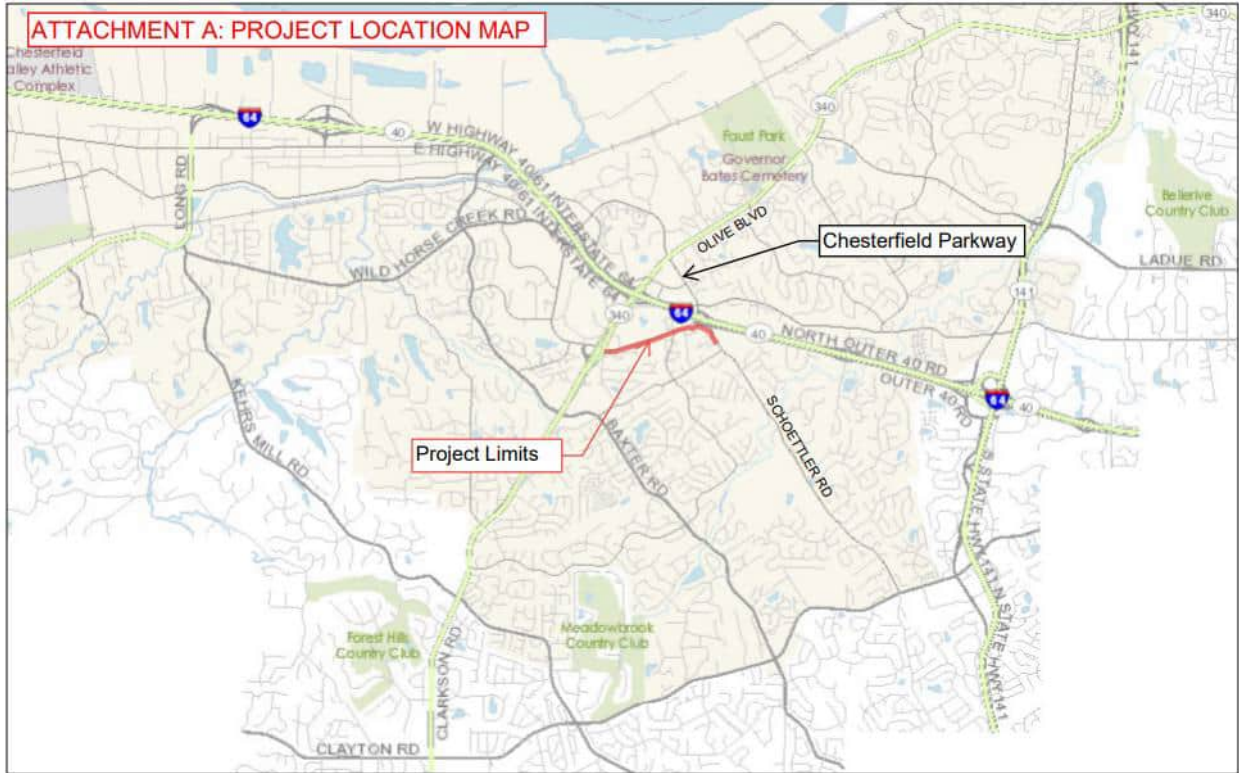
\_\_\_\_\_  
Commission Counsel

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

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

Exhibit A - Location of Project

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<br>(MM/YYYY) | Finish Date<br>(MM/YYYY) | Time Frame<br>(Months) |
| Receive notification letter   | 02/2024                 | 02/2024                  | 1                      |
| Execute agreement (project sponsor and DOT)   | 03/2024                 | 06/2024                  | 4                      |
| <b>Engineering services contract submitted and approved*</b>                                    | 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                      |
| <b>Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*</b> | 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                      |
| <b>District approval of PS&amp;E/advertise for bids*</b>  | 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                      |
| <b>* Finish date must match fiscal year for each milestone shown in bold text.</b>              |                         |                          |                        |

\*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](mailto: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](mailto: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](mailto:AZeilman@stlouiscountymo.gov)

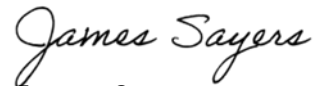
Once proper documentation is received, the signing authority will sign the contract electronically via DocuSign (signing platform subject to change). Click the link in the email to sign the contract electronically. A fully executed copy of the contract will be sent to the contact person indicated in 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](mailto: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](mailto: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](mailto:azeilman@stlouiscountymo.gov) or 314-615-6408

For questions regarding vector abatement services, please contact James Sayers at [jsayers@stlouiscountymo.gov](mailto: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 4<sup>th</sup> 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 4<sup>th</sup> 20<sup>th</sup> day of February, ~~2018~~ <sup>2019</sup>, by and 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.

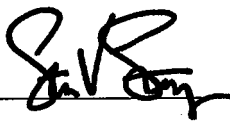
2. Municipality shall:

- 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).

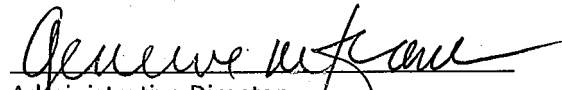
604.020

- 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 31<sup>st</sup> 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

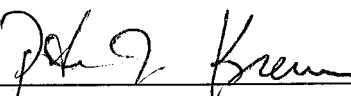
Attest:

  
Administrative Director


APPROVED:

  
Director, Department of Public Health

Approved As To Legal Form:

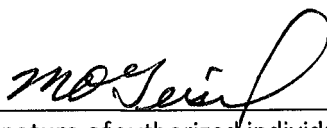
 2-20-19  
County Counselor

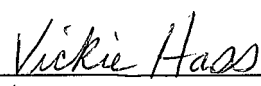
APPROVED:

  
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 18<sup>th</sup>, 2024

RE: 530-550 N. Eatherton Road: A Boundary Adjustment Plat for the consolidation of two (2) parcels into one (1) parcel located east of N. Eatherton Road (17W130064, 17W130075).

### Summary

Stock & Associates Consulting Engineers, on behalf of Carshield F.C., has submitted a boundary adjustment plat for the consolidation of two (2) parcels into one (1) parcel. This plat would consolidate a 16.58-acre parcel and a 16.35-acre parcel into a 32.93-acre parcel. Figure 1 below depicts the existing and the lot line that would effectively be eliminated. Staff has reviewed the proposal and has no further comments.



Figure 1: Two existing parcels and the lot line to be eliminated.

Attachment:

- 1) Boundary Adjustment Plat

BILL NO. 3506

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

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A BOUNDARY ADJUSTMENT PLAT FOR THE CONSOLIDATION OF TWO PARCELS TOTALING 32.93-ACRES ZONED "PI" PLANNED INDUSTRIAL (17W130064, 17W130075).

WHEREAS, Stock & Associates Consulting Engineers, on behalf of Carshield F.C., has submitted for review and approval a Boundary Adjustment Plat for two parcels totaling 32.93-acres zoned "PI" Planned Industrial; and,

WHEREAS, the purpose of said Boundary Adjustment Plat is to consolidate two (2) parcels into one (1) parcel to be known as Carshield in Chesterfield; 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 for Carshield in Chesterfield which is attached hereto as "Exhibit 1", is hereby approved; the owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

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

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

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

ATTEST:

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

FIRST READING HELD: 05/06/2024

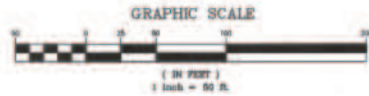


# CARSHIELD IN CHESTERFIELD

A CONSOLIDATION PLAT OF  
PART OF LOT 2 OF OF E. KROENUNG ESTATE AS RECORDED IN PLAT BOOK 11, PAGE 11 AND  
A TRACT OF LAND IN U.S. SURVEY 362, TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE 5TH  
PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI  
THIS PLAT CONTAINS 32.93 AC±

### ST. LOUIS COUNTY BENCHMARK

BENCHMARK (108 448822222) (Elev = 401.10)  
"This benchmark was established in 1992 and is located along the east side of Eatherton Road just north of the 3rd Public Street, 12' east of the centerline of Eatherton and 67' north of the east-southwest corner of the 11' x 11' building at the intersection of the 3rd Public Street and Eatherton Road."



### LEGEND

- BENCHMARK
- FOUND IRON ROD
- FOUND IRON PIPE
- △ RIGHT OF WAY MARKER
- SET IRON ROD

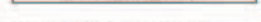
### ABBREVIATIONS

- C.D. - CLEANOUT
- D.B. - DEED BOOK
- F.T. - FEET
- FND - FOUND
- N.O.V. - NOW OR FORMERLY
- PLAT BOOK
- P.C. - PLAT
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- REG. - REGULAR
- R.O.W. - RIGHT-OF-WAY WIDTH
- REC. - RECORD INFORMATION

### MODOT NETWORK BENCHMARK

The bearings shown herein are grid bearings based on the Missouri Coordinate System of 1983. East Zone. Bearings were determined from project horizontal control points maintained in the project area. Theodolite GPS receivers utilizing real time kinematic GPS methods in relation to the MODOT 2005 830 Network operated by the Missouri Department of Transportation.

### LOCATION MAP



STOCK & ASSOCIATES  
CONSULTING ENGINEERS, INC.  
101 Chesterfield Parkway  
Chesterfield, MO 63005  
TEL: 636.863.3300  
FAX: 636.863.3301  
WWW.STOCKCONS.COM

PREPARED BY

## CONSOLIDATION PLAT CARSHIELD IN CHESTERFIELD

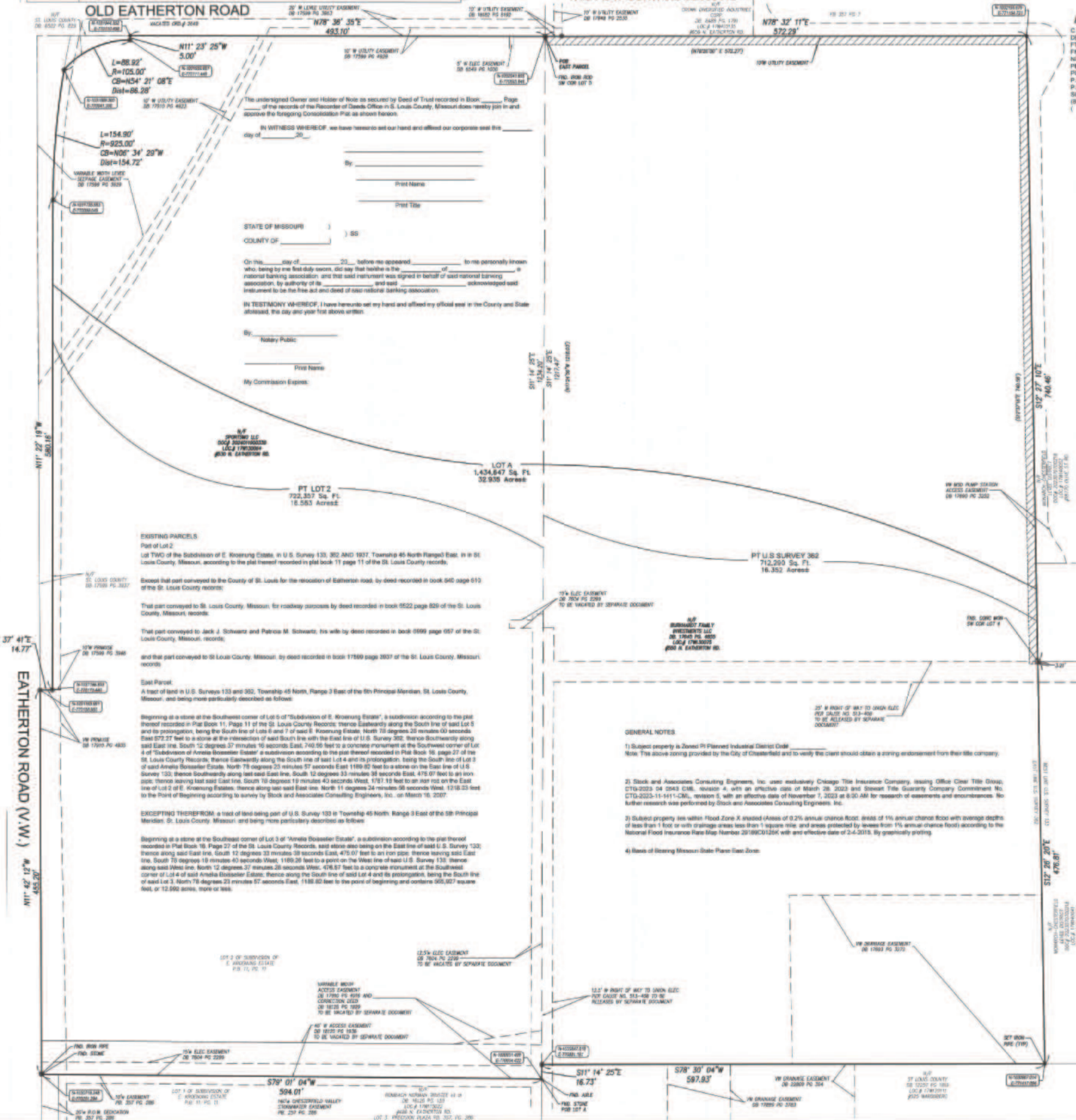
530 AND 560 N EATHERTON ROAD  
CHESTERFIELD, ST. LOUIS COUNTY MISSOURI



REVISIONS:  
1) 3/17/2024 - Revised per City Engineer Mike Davis 3/17/2024

| DATE      | BY  | CHECKED BY |
|-----------|-----|------------|
| 3-14-2024 | WJP | WJP        |
| 3-14-2024 | WJP | WJP        |
| 3-14-2024 | WJP | WJP        |
| 3-14-2024 | WJP | WJP        |

CONSOLIDATION PLAT #1



### OWNER'S CERTIFICATION

The undersigned, owner of the tract of land herein plat and further described in the conveyer's certificate on both below, has caused the same to be surveyed and consolidated in the manner shown on this plat, which subdivision shall be known as:

"CARSHIELD IN CHESTERFIELD"

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

All easements as shown herein plat are hereby dedicated to Missouri-American Water Company, Spine (S) a Laclede Gas Company, Union Electric Company, S & A Missouri, Southwestern Bell Telephone Company, S & A AT&T Missouri, Metropolitan St. Louis Sewer District, and Chester Communications, their successors and assigns as their interests may appear for the purpose of improving, constructing, maintaining and repairing sidewalks, public utilities and sewer, 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, sewers, storm water improvements and drainage facilities.

Two (2) permanent monuments for each block corner, and semi permanent monuments at all lot corners will be set within twelve (12) months after the recording of this Consolidation Plat, in accordance with 20 CSR 200-10 of the Department of Insurance, Financial Institutions and Professional Regulation. In addition, other survey measurements indicated on this subdivision plat, required by the Subdivision Ordinance of the City of Chesterfield, Missouri, shall be set.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_ day of \_\_\_ 20\_\_.

SPORTSMAN, L.L.C.  
a Missouri limited liability company

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

STATE OF MISSOURI )  
COUNTY OF ST. LOUIS )

On this \_\_\_ day of \_\_\_ 20\_\_ before me appeared \_\_\_\_\_ to me personally known to be the person(s) known, who being by me duly sworn, did say that he is the owner of SPORTSMAN, L.L.C., a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company and he/she acknowledges said instrument to be the free act and deed of said limited liability company.

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

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

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

The undersigned Owner and Holder of Note as secured by Deed of Trust recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ of the records of the Recorder of Deeds Office in St. Louis County, Missouri does hereby join in and consent to the foregoing Consolidation Plat as shown herein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_ day of \_\_\_ 20\_\_.

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

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

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

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

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

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

### EXISTING PARCELS

Part of Lot 2  
Lot TWO of the Subdivision of E. Kroenung Estate, in U.S. Survey 133, 302 AND 1037, Township 45 North Range East, in St. Louis County, Missouri, according to the plat thereof recorded in plat book 11 page 11 of the St. Louis County records.

Block that part conveyed to the County of St. Louis for the recreation of Eatherton road, by deed recorded in book 640 page 613 of the St. Louis County records.

That part conveyed to St. Louis County, Missouri, for roadway purposes by deed recorded in book 652 page 626 of the St. Louis County, Missouri records.

That part conveyed to Jack J. Schwartz and Patricia M. Schwartz, his wife by deed recorded in book 1999 page 057 of the St. Louis County, Missouri records.

and that part conveyed to St. Louis County, Missouri, by deed recorded in book 1789 page 367 of the St. Louis County, Missouri records.

East Parcel  
A tract of land in U.S. Surveys 133 and 302, 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 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 20 minutes 00 seconds East 572.27 feet to a stone at the intersection of said South line with the East line of U.S. Survey 302, thence Southwesterly along said East line, South 12 degrees 37 minutes 10 seconds East, 740.56 feet to a corner monument at the Southwest corner of Lot 4 of "Subdivision of Amelia Bousheller 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 Lot 3 of said Amelia Bousheller Estate, North 78 degrees 23 minutes 37 seconds East, 1189.02 feet to a stone on the East line of U.S. Survey 133, thence Southwesterly along said East line, South 12 degrees 33 minutes 30 seconds East, 475.07 feet to an iron pipe, thence leaving said East line, South 78 degrees 10 minutes 40 seconds West, 1781.10 feet to an iron rod on the East line of Lot 2 of E. Kroenung Estate, thence along said East line, North 11 degrees 24 minutes 58 seconds West, 1219.33 feet to the Point of Beginning according to survey by Stock and Associates Consulting Engineers, Inc., on March 15, 2022.

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 Bousheller 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 30 seconds East, 475.07 feet to an iron pipe, thence leaving said East line, South 78 degrees 10 minutes 40 seconds West, 1189.02 feet to a point on the West line of said U.S. Survey 133, thence along said West line, North 12 degrees 37 minutes 10 seconds West, 478.57 feet to a corner monument at the Southwest corner of Lot 4 of said Amelia Bousheller 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 37 seconds East, 1189.02 feet to the point of beginning and contains 505,827 square feet, or 12,562 acres, more or less.

### GENERAL NOTES

- 1) Subject property is Zoned P1 Planned Industrial District Code.  
Note: This zoning provided by the City of Chesterfield and to verify the client should obtain a zoning endorsement from their title company.
- 2) Stock and Associates Consulting Engineers, Inc. uses exclusively Chicago Title Insurance Company, issuing Office Clear Title Group, CTG-2023-04 2043 CTR, revision A, with an effective date of March 28, 2023 and Stewart Title Guaranty Company Commitment No. CTG-2023-11-1411-CM, revision E, with an effective date of November 1, 2023 at \$35.00 per search of interests and encumbrances. No further research was performed by Stock and Associates Consulting Engineers, Inc.
- 3) Subject property lies within Flood Zone A (areas of 0.2% annual chance flood, areas of 1% annual chance flood with average depths of less than 1 foot, and 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 2019C0125K with an effective date of 2-4-2019, by geographic zoning.
- 4) Basis of bearing Missouri State Plane Zone 500.

### SURVEYOR'S CERTIFICATION

This is to certify that Stock and Associates Consulting Engineers, Inc. have, during February, 2024, by order of and for the use of Client P.C. executed a Property Boundary Survey and Consolidation Plat of tracts of land being Part of Lot 2 E. Kroenung Estate as recorded in Plat Book 11 Page 11 of the St. Louis County records and Part of U.S. Survey 362, Township 45 North, Range 3 East of the 5th Principal Meridian, City of Chesterfield, St. Louis County, Missouri and that the results of said survey and Consolidation Plat are shown herein. We further certify that the above plat was prepared from an actual survey, according to the records available and accepted, and said survey meets or exceeds the current standards for Property Boundary Surveys for "Class Urban Property" as defined in Chapter 16, Division 2000 Missouri Minimum Standards for Professional Surveys as adopted by the Missouri Board for Architecture, Professional Engineers, Professional Land Surveyors, and Landscape Architects.

STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC.  
L.C. NO. 222-D

By: Walter J. Pflieger  
Walter J. Pflieger, Missouri P.L.S. No. 0005-00028

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PREPARED FOR  
CARSHIELD FC  
503 PEARL DR  
ST PETER MO 63376