



AGENDA
CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Monday, October 7, 2024

PUBLIC HEARING – 6:45PM

DOWNTOWN CHESTERFIELD SPECIAL BUSINESS DISTRICT

- I. CALL TO ORDER** – Mayor Bob Nation
- II. PRESENTATION** – Downtown Chesterfield Special Business District – Director of Planning, Justin Wyse
- III. DISCUSSION**
- IV. ADJOURNMENT**

CITY COUNCIL MEETING – 7PM

- I. CALL TO ORDER** – Mayor Bob Nation
- II. PLEDGE OF ALLEGIANCE** – Mayor Bob Nation
- III. MOMENT OF SILENT PRAYER** – Mayor Bob Nation
- IV. ROLL CALL** – City Clerk Vickie McGownd
- V. APPROVAL OF MINUTES** – Mayor Bob Nation
 - A. City Council Meeting Minutes** – September 17, 2024

B. Executive Session Meeting Minutes – September 17, 2024

C. Special City Council Meeting Minutes – September 25, 2024

VI. INTRODUCTORY REMARKS – Mayor Bob Nation

A. Thursday, October 10, 2024 – Planning & Public Works (5:30pm)

B. Monday, October 21, 2024 – City Council (7:00pm)

VII. COMMUNICATIONS AND PETITIONS – Mayor Bob Nation

VIII. APPOINTMENTS – Mayor Bob Nation

IX. COUNCIL COMMITTEE REPORTS

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

- 1. Proposed Bill No. 3522 – Parking Restriction – Long Road Crossing Drive, North Chesterfield Industrial Boulevard, North Trade Center Boulevard, and North Spirit Drive:** An ordinance amending Schedule VII of the Traffic Code of the City of Chesterfield by implementing a parking restriction on Long Road Crossing Drive, North Chesterfield Industrial Boulevard, North Trade Center Boulevard, and North Spirit Drive. **(First Reading) Planning and Public Works Committee recommends approval.**
- 2. Proposed Bill No. 3523 – P.Z. 05-2024 16624 Old Chesterfield Road:** An ordinance amending City of Chesterfield Ordinance 2646 to establish four new permitted uses and revise the development criteria for a 0.226-acre tract of land zoned “UC” Urban Core District with a Landmark and Preservation Area (LPA) overlay located on the south side of Old Chesterfield Road and its intersection with Santa Maria Drive (17t310083). **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**
- 3. Next Meeting – October 10, 2024**

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

- 1. Budget Transfer - \$1 million transfer from Parks Fund – Fund Reserve and \$800,000 transfer from the General Fund – Fund Reserve to the Debt Pre-payment fund.** The Finance and Administration Committee of the Whole unanimously recommended transferring \$1.8 million of Fund Reserves to the Debt Pre-Payment fund for the purpose of reducing the annual debt service load on the budget. It was recommended that \$1 million be transferred from Parks Fund – Fund Reserve and \$800,000 be transferred from General Fund – Fund Reserves that are in excess of the 40% reserve policy requirement for the General Fund. **(Roll Call Vote)**
- 2. Next Meeting – not yet scheduled**

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

- 1. Next Meeting – not yet scheduled**

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

- 1. Next Meeting – not yet scheduled**

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

- A. Liquor License – Food Service Consultants, Inc – 1851 Schoettler Rd** – requested a new liquor license for retail sale of all kinds of intoxicating liquor, drinks to be consumed on premise and Sunday Sales. **(Voice Vote)**
- B. Bid Recommendation – 2024 Crack Seal Project** Recommendation to accept the low bid submitted by Parking Lot Maintenance (PLM) and to authorize the City Administrator to enter into an Agreement with PLM in an amount not to exceed \$100,00.00 for the 2024 Crack Seal Project. **(Roll Call Vote) Department of Public Works recommends approval.**

XI. OTHER LEGISLATION

- A. Proposed Bill No. 3520** – An ordinance authorizing the City Administrator to execute a Surface Transportation Block Grant (STBG) Program Agreement with the Missouri Highways and Transportation Commission for improvements to Old Baxter Road from Baxter Road to Old Baxter Road

and Highcroft Drive from Old Baxter Road to Schoettler Valley Drive.
(Second Reading) Department of Public Works recommends approval.

B. Proposed Bill No. 3524 – An ordinance of the City of Chesterfield, Missouri establishing the Downtown Chesterfield Special Business District; making certain findings in connection therewith; authorizing certain actions by City Officials and Officers; and containing a severability clause. **(First Reading)**

XII. NEW BUSINESS

XIII. 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)
SEPTEMBER 2024

DATE	CHECK #	VENDOR	DESCRIPTION	CHECK AMT	FUND
9/5/2024	52919	ENDEAVOR PARENT, LLC	SHANE SMITH & THE SAINTS CONCERT SEPTEMBER 14, 2024	\$ 70,000.00	119
9/12/2024	52925	DIVERZIFY BUYER, LLC DBA KIEFER AMERICA, LLC	CVAC-MIRACLE FIELD SURFACING-PROGRESS PYMT #2	143,410.00	119
9/12/2024	52962	TECH ELECTRONICS, INC	UPGRADE SIMPLEX FIRE ALARM SYSTEM AT THE AMPHITHEATER	9,107.00	119
9/19/2024	52977	AMEREN MISSOURI	16365 LYDIA HILL DR; ACCT# 8780009313	8,311.99	119
9/19/2024	52979	AMEREN MISSOURI	17925 N OUTER 40 CONCESSION D/E; ACCT# 5798504112	6,271.69	119
9/19/2024	52981	AMEREN MISSOURI	17925 N OUTER 40 CONCESSION B; ACCT# 0153089010	7,310.75	119
9/19/2024	52992	KEG 1 MISSOURI, LLC	BEVERAGES FOR SEPTEMBER AMPHITHEATER CONCERTS	9,930.60	119
9/19/2024	52996	NPB COMPANIES INC.	SECURITY STAFFING FOR TAYLORVILLE, JAMEY JOHNSON, & MR. BLUE SKY EVENTS	6,373.75	119
9/26/2024	53017	GR ROBINSON SEED & SERVICE CO	FESCUE BLEND SEED; KENTUCKY BLUEGRASS BLEND; AND FERTILIZER	8,995.00	119
9/26/2024	53023	JASON R MANNING; 3-J PRODUCTIONS, LLC	7 BRIDGES: THE ULTIMATE EAGLES EXPERIENCE CONCERT AT AMPHITHEATER	6,000.00	119
9/26/2024	53025	JORDAN MULCH SERVICES INC., DBA EXPRESS MULCH CO.	MULCH LANDSCAPE AREAS AT TIMBERLAKE MANOR AND HIGHWAY 40	14,300.00	119
9/26/2024	53028	KEYSTONE STAFFING RESOURCES	STAFFING FOR SHANE SMITH & THE SAINTS, JAMEY JOHNSON, & MR. BLUE SKY	9,268.85	119
9/26/2024	53032	METROPOLITAN ST. LOUIS SEWER DISTRICT	16365 LYDIA HILL DR; ACCT #0472321-9	23,428.88	119
9/26/2024	53040	MISSOURI AMERICAN WATER COMPANY	16365 LYDIA HILL DR; ACCT #1017-210013295038	37,836.04	119
9/5/2024	73169	DELTA DENTAL OF MISSOURI	SEPTEMBER 2024 DENTAL INSURANCE PREMIUMS	14,360.17	001
9/5/2024	73174	GAMMA'S SHIELD SHADE TREE INC	2024 STREET TREE AND STUMP REMOVALS	13,441.00	001
9/5/2024	73176	HANSEN'S TREE SERVICE AND ENVIRONMENTAL	2024 STREET TREE AND STUMP REMOVALS	7,120.00	001
9/5/2024	73181	LOCHMUELLER GROUP INC.	ENGINEERING SERVICES-LONG RD INTERCHANGE & N OUTER 40 EXTENSION-PROGRESS PYMT #2	9,620.82	120
9/5/2024	73184	MINUTEMAN PRESS	2024 FALL CITIZEN'S NEWSLETTER	10,210.00	001
9/5/2024	73187	ST. LOUIS AREA HEALTH INSURANCE TRUST-MEDICAL	SEPTEMBER 2024 HEALTH INSURANCE PREMIUMS	244,253.62	001
9/12/2024	73206	AUTOMOTIVE TECHNOLOGY INC.	EQUIPMENT LIFT TO WORK ON SMALLER VEHICLES (GATORS, MOWERS)	13,668.00	001
9/12/2024	73219	ENERGY PETROLEUM CO.	GASOLINE-89 OCT (7872.8 GALLONS), DIESEL #2 ULTRA LS (81.7 GALLONS)	22,255.07	001
9/12/2024	73234	LANDMARK DODGE INC.	(2) 2024 DODGE DURANGO POLICE VEHICLES (REPLACEMENTS)	81,382.00	114
9/12/2024	73260	ST. LOUIS COUNTY MISSOURI - POLICE DEPT	DEPARTMENT COMPUTER ASSISTED REPORT ENTRY SYSTEM	17,734.32	121
9/12/2024	73266	THE HARTFORD-PRIORITY ACCOUNTS	SEPTEMBER 2024 GROUP LIFE, LTD, STD, VOL LIFE, ACCIDENT, AND CRITICAL ILLNESS INSURANCE	15,348.24	001
9/19/2024	73276	AMEREN MISSOURI	690 CHESTERFIELD PKWY W-0627147004	23,914.99	001
9/19/2024	73283	BENJAMIN F. KLOOS	JULY-SEPTEMBER 2024 ALTERNATIVE COURT AND CONFLICT CASE SERVICES	5,400.00	001
9/19/2024	73287	ENGELMEYER & PEZZANI, LLC	JULY-AUGUST 2024 PROSECUTING ATTORNEY MONTHLY FEES AND JULY 2024 ALTERNATIVE COURTS	8,450.00	001

City of Chesterfield
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SEPTEMBER 2024

DATE	CHECK #	VENDOR	DESCRIPTION	CHECK AMT	FUND
9/26/2024	73324	ARMSTRONG TEASDALE LLP	PROFESSIONAL SERVICES MAY-JULY (DILLARDS, WILDHORSE VILLAGE, CHESTERFIELD MALL)	11,632.50	001
9/26/2024	73325	ASPIRE CONSTRUCTION SERVICES, LLC	2024 PUBLIC WORKS FACILITY MEZZANINE IMPROVEMENTS - PROGRESS PYMT #4	119,498.26	120
9/26/2024	73332	ENERGY PETROLEUM CO.	MID REG GASOLINE 89 OCT; DIESEL #2, ULTRA LA	17,762.80	001
9/26/2024	73348	MISSOURI AMERICAN WATER COMPANY	690 CHESTERFIELD PKWY W-1017-210014663856	6,554.74	001
9/26/2024	73355	PNC BANK	AUGUST-SEPTEMBER PNC MONTHLY CREDIT CARD STATEMENT	17,253.71	001
9/26/2024	73357	REJIS COMMISSION	REJIS CONTRACTUAL FEES; AUGUST-SEPTEMBER 2024	5,121.75	121
9/26/2024	73360	SASE COMPANY INC	SIDEWALK GRINDER WITH VACUUM (REPLACE S-260)	8,408.00	001
9/26/2024	73364	ST. LOUIS COUNTY TREASURER-SCHOOL FUND	POLICE REPORT #23-954; STATE OF MO VS CAYON ADOLPHUS BROOKS	6,027.85	121
9/26/2024	73377	LOU FUSZ FORD, INC.	PURCHASE OF 2024 FORD F-150 TRUCK (REPLACE E-13)	47,999.00	001
9/19/2024	1001	MONARCH FIRE PROTECTION DISTRICT	CHESTERFIELD REGIONAL TIF-RPA 2, PILOTS #1 (75% DISTRIBUTION)	29,866.14	150
9/26/2024	5066	THOMAS AND HUTTON ENGINEERING CO	CHESTERFIELD VALLEY STORMWATER MASTER PLAN	5,437.50	111

\$ 1,123,265.03

Respectfully submitted by,
Jeannette Kelly, Director of Finance

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



AGENDA REVIEW – MONDAY, OCTOBER 7, 2024 – 5:45 PM

An AGENDA REVIEW meeting has been scheduled to start at **5:45 PM, on Monday, October 7, 2024.**

UPCOMING MEETINGS/EVENTS

APPROVAL OF MINUTES

- A. City Council Meeting Minutes** – September 17, 2024
- B. Executive Session Meeting Minutes** – September 17, 2024
- C. Special City Council Meeting Minutes** – September 25, 2024

INTRODUCTORY REMARKS

- B. Thursday, October 10, 2024 – Planning & Public Works (5:30pm)**
- C. Monday, October 21, 2024 – City Council (7:00pm)**

COMMUNICATIONS AND PETITIONS



RECORD OF PROCEEDING

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

SEPTEMBER 17, 2024

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

President Pro-Tem Hurt 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 September 3, 2024 City Council meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Mastorakos, to approve the September 3, 2024 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

INTRODUCTORY REMARKS

President Pro-Tem Hurt announced that the Budget Workshop – F&A Committee of the Whole meeting is scheduled for Tuesday, October 1, at 5p.m.

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

COMMUNICATIONS AND PETITIONS

There were no public comments.

APPOINTMENTS

There were no appointments.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning & Public Works Committee

Bill No. 3516 Amends Article 2 of the Unified Development Code to modify procedures relating to Historic and Landmark Preservation Area overlay districts **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval**

Councilmember Hurt made a motion, seconded by Councilmember Moore, for the second reading of Bill No. 3516. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3516 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3516 with the following results: Ayes – Wahl, Hansen, Monachella, Mastorakos, Hurt, McGuinness, Budoor, and Moore. Nays – None. Whereupon President Pro-Tem Hurt declared Bill No. 3516 approved, passed it and it became **ORDINANCE NO. 3309**.

Councilmember Hurt announced that the next meeting of this Committee, is scheduled for Thursday, September 19, at 5:30 p.m.

Finance & Administration Committee

Councilmember Barbara McGuinness, Chairperson of the Finance & Administration Committee, announced that the Budget Workshop – F&A Committee of the Whole meeting is scheduled for Tuesday, October 1, at 5p.m.

Parks, Recreation & Arts Committee

Councilmember Gary Budoor, 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 Aaron Wahl, 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

There was no report from the City Administrator.

OTHER LEGISLATION

Amended Resolution No. 501 An Amended Resolution of the City Council of the City of Chesterfield Missouri, stating its intention to establish the Downtown Chesterfield Special Business District. **(Voice Vote) Department of Planning recommends approval.**

Councilmember Moore made a motion, seconded by Councilmember Monachella, to approve the Amended Resolution No. 501. A roll call vote was taken with the following results: Ayes – Wahl, Hansen, McGuinness, Budoor, Mastorakos, Moore and Monachella. Nays – Hurt. The motion was declared passed and the successful resolution became Chesterfield Resolution No. 501.

Bill No. 3520 Authorizes the City Administrator to execute a Surface Transportation Block Grant (STBG) Program Agreement with the Missouri Highways and Transportation Commission from Improvements to Old Baxter Road from Baxter Road to Old Baxter Road and Highcroft from Old Baxter Road to Schoettler Valley Drive. **(First Reading) Department of Public Works recommends approval.**

Councilmember Hansen made a motion, seconded by Councilmember Moore, for the first reading of Bill No. 3520. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3520 was read for the first time.

UNFINISHED BUSINESS

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

NEW BUSINESS

Councilmember Hansen reminded council that tomorrow, Wednesday September 18th is the anniversary of the date that our constitution was signed.

ADJOURNMENT

There being no further business to discuss, President Pro-Tem Hurt adjourned the meeting at 7:13 p.m.

Mayor Bob Nation

ATTEST:

Amanda Hurley, Deputy City Clerk

APPROVED BY CITY COUNCIL: _____



RECORD OF PROCEEDING

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

SEPTEMBER 25, 2024

The meeting was called to order at 5:15 p.m.

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

A roll call was taken with the following results:

PRESENT

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

ABSENT

Councilmember Barbara McGuinness

PUBLIC HEARING – Wildhorse Village Special Business District 2024 Tax Rates

Mayor Nation opened the public hearing and described the process.

Director of Planning Justin Wyse presented information pertaining to the 2024 tax rate for the Wildhorse Village Special Business District (SBD). The Wildhorse Village Advisory Board – consisting of five members of City staff (from departments impacted by services anticipated through the SBD), a representative from Wildhorse Village LP

and a representative from Clayco – has met to discuss the amount of revenue necessary to maintain the infrastructure to be taken over by the City. Assessed valuations within the SBD have been received from St. Louis County at just under \$20 million as of September 10, 2024. Based on the assessed valuations, the Wildhorse Village Advisory Board has proposed a rate of \$0.60 per \$100 of assessed valuation which will generate \$118,850 for maintenance within the SBD.

There were no public comments during the public hearing.

Mayor Nation declared the public hearing closed.

OTHER LEGISLATION

Bill No. 3521 Fixes the rate of taxation for the year 2024 and levies a tax on all real property made taxable by the law within the Wildhorse Village Special business District in the City of Chesterfield, Missouri. **First and second readings are requested in order to comply with St. Louis County Assessor’s deadlines (First and Second Reading)**

Councilmember Moore made a motion, seconded by Councilmember Monachella, for the first and second readings of Bill No. 3521. A voice vote was taken with an affirmative result (Councilmembers Hurt and Wahl voted “Nay”) and the motion was declared passed. Bill No. 3521 was read for the first and second time. A roll call vote was taken for the passage and approval of Bill No. 3521 with the following results: Ayes – Hansen, Mastorakos, Budoor, Monachella and Moore. Nays – Wahl and Hurt. Mayor Nation declared Bill No. 3521 approved, passed it and it became **ORDINANCE NO. 3310**.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 5:32 p.m.

Mayor Bob Nation

ATTEST:

Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____

PLANNING AND PUBLIC WORKS COMMITTEE

Chair: Councilmember Dan Hurt

Vice Chair: Councilmember Mary Monachella

- 1. Proposed Bill No. 3522 – Parking Restriction – Long Road Crossing Drive, North Chesterfield Industrial Boulevard, North Trade Center Boulevard, and North Spirit Drive:** An ordinance amending Schedule VII of the Traffic Code of the City of Chesterfield by implementing a parking restriction on Long Road Crossing Drive, North Chesterfield Industrial Boulevard, North Trade Center Boulevard, and North Spirit Drive. **(First Reading) Planning and Public Works Committee recommends approval.**

- 2. Proposed Bill No. 3523 – P.Z. 05-2024 16624 Old Chesterfield Road:** An ordinance amending City of Chesterfield Ordinance 2646 to establish four new permitted uses and revise the development criteria for a 0.226-acre tract of land zoned “UC” Urban Core District with a Landmark and Preservation Area (LPA) overlay located on the south side of Old Chesterfield Road and its intersection with Santa Maria Drive (17t310083). **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**

- 3. Next Meeting – October 10, 2024**

NEXT MEETING

The next Planning and Public Works Committee is scheduled for Thursday, October 10, 2024, at 5:30pm.

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

MEMORANDUM

TO: Mike Geisel, City Administrator

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

SUBJECT: Planning & Public Works Committee Meeting Summary
Thursday, September 19, 2024



A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, September 19, 2024 in Conference Room 101.

In attendance were: **Councilmember Mary Monachella** (Ward I), **Councilmember Mary Ann Mastorakos** (Ward II), and **Councilmember Merrell Hansen** (Ward IV). **Chair Dan Hurt** (Ward III) arrived at 5:34 p.m.

Also in attendance were: Justin Wyse, Director of Planning; James Eckrich, Director of Public Works/City Engineer; Isaak Simmers, Planner; Theresa Barnicle, Executive Assistant; and Edward Struckmann, applicant for III.A.

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

I. APPROVAL OF MEETING SUMMARY

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

Councilmember Hansen made a motion to approve the Meeting Summary of August 22, 2024. The motion was seconded by Councilmember Mastorakos and **passed** by a voice vote of 3-0.

II. UNFINISHED BUSINESS

III. NEW BUSINESS

- A. **P.Z. 05-2024 16624 Old Chesterfield Road**: A request for an ordinance amendment to modify the permitted uses for a 0.226-acre tract of land zoned "UC" Urban Core District with a Landmark Preservation Area overlay located on the south side of Old Chesterfield Road and its intersection with Santa Maria Drive (Ward 4).

DISCUSSION

All councilmembers were in consensus to move this item to be the second new business item discussed. The first item to be discussed was item III.B – City Tree List.

- B. **City Tree List**: Discussion related to updating the City's Tree List.

DISCUSSION

Mr. Justin Wyse, Director of Planning explained that the City’s Tree List has not been updated for several years, and is due for a comprehensive review. Councilmember Mastorakos questioned if any tree species would be added to the list, to which Mr. Wyse explained that some tree species may be added and some may be removed. The City Arborist will be consulted regarding any recommendations or requirements for changes to the list.

Councilmember Hansen made a motion to direct City Staff to review the Tree List and recommend changes. Any changes will be presented to the Planning Commission and ultimately to the Planning and Public Works Committee and City Council. The motion was seconded by Councilmember Monachella, and passed by a voice vote of 4-0.

- A. P.Z. 05-2024 16624 Old Chesterfield Road:** A request for an ordinance amendment to modify the permitted uses for a 0.226-acre tract of land zoned “UC” Urban Core District with a Landmark Preservation Area overlay located on the south side of Old Chesterfield Road and its intersection with Santa Maria Drive (Ward 4).

After brief discussion, all councilmembers voiced their support for the item and were enthusiastic about the potential this could bring to the area.

Councilmember Hansen made a motion to recommend P.Z. 05-2024 16624 Old Chesterfield Road to City Council with a recommendation to approve. The motion was seconded by Councilmember Mastorakos, and passed by a voice vote of 4-0.

C. Road Crossing – Parking Restriction

DISCUSSION

Mr. Justin Wyse, Director of Planning, stated that this item was placed on the agenda due to complaints about parking from the Jim Butler Kia dealership on Long Road Crossing Drive. Both Councilmembers Mastorakos and Hansen explained the magnitude of parking that occurs on the street in those areas. Parking is currently allowed on Long Road Crossing Drive except for the area just north of Chesterfield Airport Road. Both Councilmember Mastorakos and Hansen stated that they favored restricting parking on the street in this area for the betterment of the community.

Significant discussion was held regarding this matter, including other parking restrictions in Chesterfield Valley and the possible impact this could have to adjacent parcels as they develop. The committee agreed that a parking restriction should be implemented and that the restriction should include both Long Road Crossing and the three north/south roads in the area, including Chesterfield Industrial Blvd, Trade Center Blvd North, and Spirit Drive North.

Councilmember Hansen made a motion to direct Staff to draft an ordinance to restrict parking on both sides of Long Road Crossing, Chesterfield Industrial Boulevard (North of Chesterfield Airport Road), Trade Center Boulevard North, and Sprit Drive North. Said ordinance should be presented to

City Council with a recommendation to approve. The motion was seconded by Councilmember Mastorakos, and passed by a voice vote of 4-0.

IV. OTHER

V. ADJOURNMENT

The meeting adjourned at 6:20 p.m.

BILL NO. 3522

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE VII OF THE TRAFFIC CODE OF THE CITY OF CHESTERFIELD BY IMPLEMENTING A PARKING RESTRICTION ON LONG ROAD CROSSING DRIVE, NORTH CHESTERFIELD INDUSTRIAL BOULEVARD, NORTH TRADE CENTER BOULEVARD, AND NORTH SPIRIT DRIVE.

WHEREAS, the Planning and Public Works Committee of City Council has reviewed and considered parking restrictions on Long Road Crossing Drive, North Chesterfield Industrial Boulevard, North Trade Center Boulevard, and North Spirit Drive; and,

WHEREAS, the Planning Director and the City Engineer have reviewed the request and have no objection to the implementation of these parking restrictions; and,

WHEREAS, the Planning and Public Works Committee of City Council has unanimously recommended approval of a parking restriction on both sides of Long Road Crossing Drive, North Chesterfield Industrial Boulevard, North Trade Center Boulevard, and North Spirit Drive.

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

Section 1. Schedule VII of the Traffic Code as it relates to Parking Restrictions is hereby amended by deleting the following:

*Part of Road or Street Where
Parking is Regulated*

Parking Restriction

Long Road Crossing Drive, both sides,
from Chesterfield Airport Road north to
the eastern entrance of the business at
722 Long Road Crossing Drive

No parking anytime

Section 2. Schedule VII of the Traffic Code as it relates to Parking Restrictions is hereby amended by adding the following:

<u>Part of Road or Street Where Parking is Regulated</u>	<u>Parking Restriction</u>
Long Road Crossing Drive, both sides, from Chesterfield Airport Road north to its terminus west of North Spirit Drive	No parking anytime
North Chesterfield Industrial Boulevard, both sides, from Chesterfield Airport Road to Long Road Crossing Drive	No parking anytime
North Trade Center Boulevard, both sides, from Chesterfield Airport Road to Long Road Crossing Drive	No parking anytime
North Spirit Drive, both sides, from Chesterfield Airport Road to to Long Road Crossing Drive	No parking anytime

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 Hass, CITY CLERK

FIRST READING HELD:

Memorandum

Department of Planning



To: City Council
From: Justin Wyse, Director of Planning *JW*
Date: October 7, 2024

RE: **P.Z. 05-2024 16624 Old Chesterfield Road:** A request for an ordinance amendment to modify the permitted uses and revise the development criteria for a 0.226-acre tract of land zoned “UC” Urban Core District with a Landmark Preservation Area (LPA) overlay located on the south side of Old Chesterfield Road and its intersection with Santa Maria Drive (Ward 4).

Summary

Mr. Edward Struckman is the property owner of 16624 Old Chesterfield Road and has submitted a request for an ordinance amendment to modify the permitted uses and revise the development criteria for Lot 1 of Burkhardt Place Subdivision.

Staff Analysis

The primary goal for this ordinance amendment is to add four permitted uses; “Bakery”, Grocery-Neighborhood”, Restaurant-Take Out”, and Retail Sales Establishment-Neighborhood”. All of which are permitted in the Urban Core District and can be considered by City Council. Subsequently, two existing permitted uses will be removed; “Warehouse, general” and “Plumbing Electrical, Air Conditioning & Heating Equipment Sales, warehousing & Repair Facility”. These two uses are not permitted in the “UC” Urban Core District but were originally incorporated in 2011 as an LPA incentive and removing them from the ordinance would move the site further into compliance. Additionally, the required parking section of the Attachment A was revised to more clearly indicate that the subject site is limited to the ten (10) existing parking spaces regardless of permitted use or square footage.

The Planning and Public Works committee reviewed the request on September 19, 2024 and at that time the committee made a recommendation to approve the request as presented. A full description of the applicants request, narrative, and staff analysis pertaining to the petition may be found in the September 19,2024 Planning & Public Works Committee report attached [here](#).

Attachments:

1. Narrative Statement
2. Preliminary Development Plan
3. Legislation
4. Attachment A

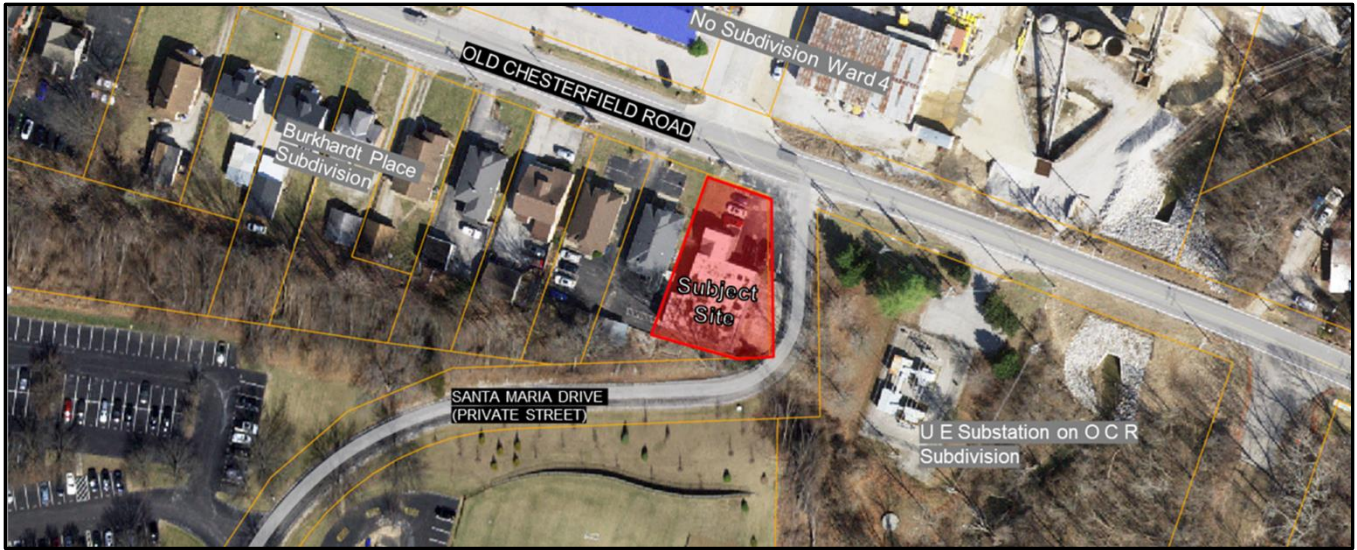


Figure 1: Subject Site



Narrative Statement

My name is Eddie Struckman. I recently purchased the property located at 16624 Old Chesterfield Road in Historic Chesterfield. My goal / intent is to rezone or expand the usages for the property with the ambition on bringing in more businesses to compliment the Historic District.

I currently own:

1. 16635 Old Chesterfield Road, which is Chesterfield Antique Mall. We have been successfully operational for over 9 years now at this location.
2. 16626 Old Chesterfield Road, which is 89th Key Music Studio and has been my wife's business now for over 15 years. Her and my daughter, Addison, also rezoned the property to operate a small coffee shop out of the front portion, which was approved and is getting very close to opening.
3. 16630 Old Chesterfield Road, which is leased to RIO Creative, a marketing agency.
4. 16636 Old Chesterfield Road, which is leased to Fleur De Chic. I had rezoned this home from residential to commercial approximately 10 years ago. I started Fleur De Chic at that location but then sold the business, which is still up and running as a boutique.

My wife and I fell in love with this area many years ago and it was our vision to make Historic Chesterfield a destination for locals and / or tourists to come and visit and shop. We see the area has the potential to become similar to other city historic districts like Cottleville, St. Charles, Kirkwood, etc..

In order to achieve this goal, we will need other things to happen, such as the addition of sidewalks to gain foot traffic. Better lighting for winter months. A Crosswalk for patrons to safely cross the street to visit other businesses. And better signage allowance to advertise that we are here and that we do exist.

I've asked for the City's assistance for all of the above for the last 10 years but will continue to do so as I truly believe it is needed and could be done with a minimal investment. I also do not mind giving up of my personal road frontage land if it would help to bring these things to fruition.

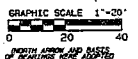
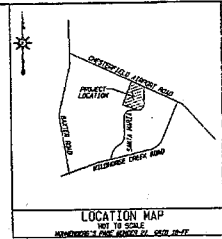
The growth all around us recently has been tremendous. It is bringing in a lot more residents and creates another reason to develop this historic area to give them another option besides the traditional cookie cutter businesses that are everywhere and not unique.

We are also seeing a large influx in out-of-town visitors at the Antique Mall. This is mainly due to the increase in traveling sports teams that come to the Chesterfield Area. The tourists are actively seeking destinations to offer them a different fun experience.

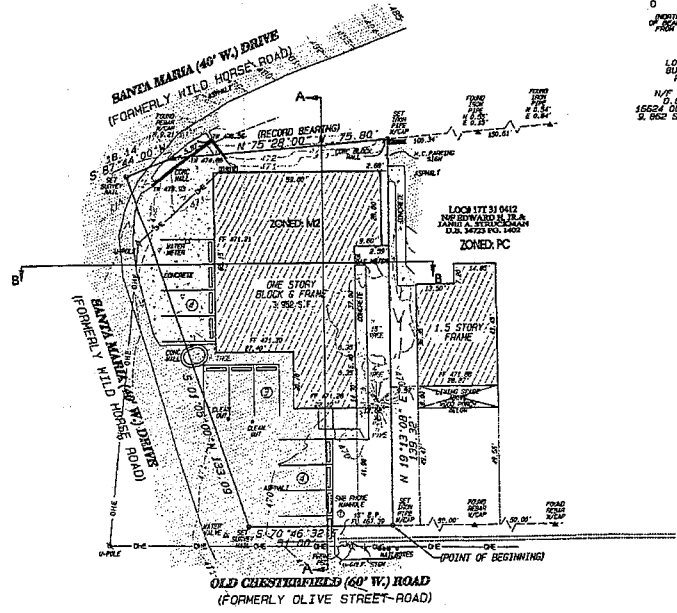
With that being said, I believe adding some zoning options to 16624 Old Chesterfield Road would better add to this endeavor if other entrepreneurs were allowed to do complimentary businesses, such as a bakery, ice cream shop, other boutique style stores, antiques, etc....

Chesterfield has an over abundance of Big Box Stores and Franchise Restaurants already. Giving better options just makes sense.

PRELIMINARY PLAN
FOR
16624 OLD CHESTERFIELD ROAD
A TRACT OF LAND BEING LOT 1 OF BURKHARDT PLACE (P.B. 12 PG. 94),
LOCATED IN U.S. SURVEY 2031, TOWNSHIP 45 NORTH, RANGE 4 EAST,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI.



SITE INFO:
 LOC 4477 31 0083
 BURKHARDT PLACE
 P. B. 12 PG. 94
 LOT 1
 N 1/2 SEC 1 MAINLINE
 D. O. BOOK 20 PG. 1545
 16624 OLD CHESTERFIELD RD.
 S. 800 50. FT. / N. 1500 AC.



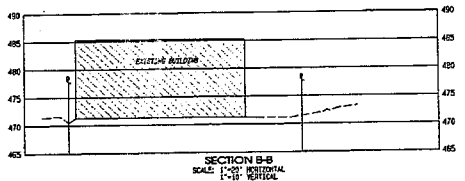
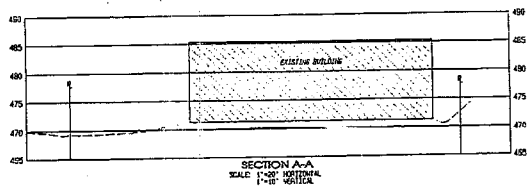
- GENERAL NOTES:**
- 1) THE CURRENT USE OF THE EXISTING ONE STORY BLOCK AND FRAME BUILDING IS COMMERCIAL.
 - 2) THE PROPOSED USE OF THE EXISTING ONE STORY BLOCK AND FRAME BUILDING IS COMMERCIAL.
 - 3) EXISTING SANITARY FOR THE BUILDING FLOWS INTO A MSD SEWER MAIN VIA GRAVITY.
 - 4) THERE IS NO CONSTRUCTION PROPOSED FOR THIS SITE.
 - 5) NO ADDITIONAL LANDSCAPE IS PROPOSED FOR THIS SITE.
 - 6) THERE ARE NO EXISTING OR PROPOSED FREE STANDING SIGNS ON THIS SITE.

16624 OLD CHESTERFIELD ROAD
 A TRACT OF LAND BEING LOT 1 OF BURKHARDT PLACE AS RECORDED IN PLAT BOOK 12 PAGE 94 OF THE OLD LOUIS COUNTY, MISSOURI RECORDS OF RECORDS, LOCATED IN U.S. SURVEY 2031, TOWNSHIP 45 NORTH, RANGE 4 EAST, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI AND DESCRIBED AS FOLLOWS:
 BEGINNING AT A SET IRON PIPE AT THE NORTHWEST CORNER OF LOT 1 OF THE ABOVE BURKHARDT PLACE, ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF OLD CHESTERFIELD (40' W) ROAD;
 THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF SAID OLD CHESTERFIELD ROAD, SOUTH 87 DEGREES 44 MINUTES 30 SECONDS EAST, 31.00 FEET TO A SET SURVEY NAIL AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF OLD CHESTERFIELD ROAD AND THE WEST RIGHT OF WAY LINE OF SANTA MARIA (40' W) DRIVE;
 THENCE ALONG THE WEST RIGHT OF WAY LINE OF SAID SANTA MARIA DRIVE, SOUTH 01 DEGREES 40 MINUTES 00 SECONDS WEST, 130.00 FEET TO A SET SURVEY NAIL AT ANGLE POINT ON THE RIGHT OF WAY LINE OF SANTA MARIA DRIVE;
 THENCE CONTINUING ALONG THE RIGHT OF WAY LINE OF SANTA MARIA DRIVE, SOUTH 87 DEGREES 44 MINUTES 00 SECONDS WEST, 10.14 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO EDWARD W. JENKINS AND JULIE A. JENKINS AS RECORDED IN DEED BOOK 14723 PAGE 102 OF THE ABOVE MENTIONED RECORDS OF RECORDS, WHERE A ROAD BEARS WITH CAP BEARS 0.21 FEET NORTH;
 THENCE ALONG THE NORTH LINE OF SAID JENKINS TRACT, NORTH 78 DEGREES 20 MINUTES 00 SECONDS WEST, 70.00 FEET TO A SET IRON PIPE WITH CAP;
 THENCE ALONG THE EAST LINE OF SAID STRICKMAN TRACT, NORTH 19 DEGREES 13 MINUTES 00 SECONDS EAST, 139.32 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 0.862 SQUARE FEET AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND CONDITIONS OF RECORD, IF ANY.

MAINTIN PROPERTIES, LLC, THE OWNER OF THE PROPERTY SHOWN ON THIS PLAN FOR AND IN CONSIDERATION OF THE CITY OF CHESTERFIELD'S ZONING CODE AND THE CITY'S PLANNING AND ZONING COMMISSION, THE CITY OF CHESTERFIELD, MISSOURI, HAS APPROVED THIS PRELIMINARY PLAN FOR THE PROPOSED DEVELOPMENT OF THE PROPERTY SHOWN ON THIS PLAN. THE PROPERTY SHALL BE DEVELOPED ONLY AS SHOWN ON THIS PLAN AND SHALL BE SUBJECT TO THE CITY OF CHESTERFIELD'S ZONING CODE AND THE CITY OF CHESTERFIELD'S PLANNING AND ZONING COMMISSION. THE CITY OF CHESTERFIELD'S PLANNING AND ZONING COMMISSION HAS REVIEWED AND APPROVED THIS PRELIMINARY PLAN FOR THE PROPOSED DEVELOPMENT OF THE PROPERTY SHOWN ON THIS PLAN AND HAS APPROVED THE CONSTRUCTION OF THE PLANTING AND ZONING COMMISSION OR MODIFIED BY THE CITY OF CHESTERFIELD'S PLANNING AND ZONING COMMISSION. THE CITY OF CHESTERFIELD'S PLANNING AND ZONING COMMISSION HAS REVIEWED AND APPROVED THIS PRELIMINARY PLAN FOR THE PROPOSED DEVELOPMENT OF THE PROPERTY SHOWN ON THIS PLAN AND HAS APPROVED THE CONSTRUCTION OF THE PLANTING AND ZONING COMMISSION OR MODIFIED BY THE CITY OF CHESTERFIELD'S PLANNING AND ZONING COMMISSION. EACH AS MORE PARTICULARLY SET FORTH IN THE CITY OF CHESTERFIELD'S ZONING CODE NOW AND HEREINAFTER IN EFFECT.

SIGNATURE: GENE WOLFE, PRESIDENT (MAINTIN PROPERTIES, LLC)



STANDARD TABLET STAPPED TO E. 1830 SET IN A CONCRETE POST 3 FEET WEST OF CHESTERFIELD MARKET ROAD AND 150 FEET SOUTH OF OLD OLIVE STREET ROAD, 20 FEET SOUTH OF TRACKS.

THIS PLAN WAS APPROVED BY THE CITY OF CHESTERFIELD'S PLANNING AND ZONING COMMISSION IN ACCORDANCE WITH THE PROVISIONS OF SECTION 107.00 OF THE ZONING CODE. THIS PLAN SHALL BE DEVELOPED UNDER THE CONDITIONS HEREIN PRESCRIBED BY ORDINANCE 2014, WHICH WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI ON NOVEMBER 7TH, 2004.

MICHAEL GEISEL, DIRECTOR OF PLANNING
 DATE: _____

I, LYNN GREENE-BENSON, CITY CLERK OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, DO HEREBY CERTIFY THE SITE DEVELOPMENT PLAN SUBMITTED FOR THIS DEVELOPMENT IS IN ACCORDANCE WITH THE CITY OF CHESTERFIELD'S ZONING CODE. APPROVED BY THE CITY COUNCIL ON NOVEMBER 7TH, 2004. SAID ORDINANCE OF THE SAME APPROVED BY THE CITY OF CHESTERFIELD, MISSOURI, ST. LOUIS COUNTY AND AFFIXES THE OFFICIAL SEAL OF THE CITY OF CHESTERFIELD, MISSOURI, ST. LOUIS COUNTY ON THIS DATE: _____ 20____.

JURY HANSEN, CITY CLERK

PARKING TABLE:

OFFICE:	3.5 SPACES / 1000 S.F. X 2500 S.F. = 0.75 PS
WAREHOUSE:	1 EMPLOYEE X 2 SPACES / 3 EMPLOYEES ON MAXIMUM SHIFT = 0.67 PS
TOTAL REQUIRED:	= 0.42 PS
TOTAL EXISTING:	= 11 PS

FLOOR AREA RATIO:
 BUILDING AREA = 3,092 S.F.
 LOT AREA = 3,862 S.F.
 FAR = 0.80

OPEN SPACE PERCENTAGE:
 OPEN SPACE AREA = 1867 S.F.
 LOT AREA = 3862 S.F.
 OPEN SPACE PERCENTAGE = 48.1%

PREPARED FOR:
 MAINTIN PROPERTIES, LLC
 16624 OLD CHESTERFIELD BLUFFS
 CHESTERFIELD, MO 63005
 636-776-0716 (FAX)

16624 OLD CHESTERFIELD ROAD
 PRELIMINARY PLAN

PRINTED & BUILT
 10-09/06/30/10
 DRAWN BY
 M. J. H. M.T.G.
 FILE NAME:
 16624 OLD CHESTERFIELD RD. SUITE 000
 2705 CORNBERRY FERRY RD., SUITE 000
 ST. LOUIS, MO. 63122 (314) 968-2997 (314) 968-0322 (FAX)



Sheet Number
 1 OF 1

BEFORE YOU DIG - DRILL - BLAST CALL!
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 MISSOURI ONE CALL SYSTEM, INC.

BILL NO. 3523

ORDINANCE NO. _____

AN ORDINANCE AMENDING CITY OF CHESTERFIELD ORDINANCE 2646 TO ESTABLISH FOUR NEW PERMITTED USES AND REVISE THE DEVELOPMENT CRITERIA FOR A 0.226-ACRE TRACT OF LAND ZONED “UC” URBAN CORE DISTRICT WITH A LANDMARK AND PRESERVATION AREA (LPA) OVERLAY LOCATED ON THE SOUTH SIDE OF OLD CHESTERFIELD ROAD AND ITS INTERSECTION WITH SANTA MARIA DRIVE (17T310083).

WHEREAS, the petitioner, Mr. Edward Struckman, has requested to amend an existing “UC” Urban Core District with a Landmark and Preservation Area (LPA) Overlay for a .226-acre tract of land located on the south side of Old Chesterfield Road at its intersection with Santa Maria Drive; and,

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

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

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

WHEREAS, the City Council, having considered said request, voted to approve the ordinance amendment and revision to the development criteria.

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

Section 1. The City of Chesterfield Zoning Ordinance and the Official Zoning District Maps which are a part thereof, are hereby amended by establishing four new permitted uses and revising the development criteria for a 0.226-acre tract of land zoned “UC” Urban Core District with a Landmark Preservation Overlay (LPA) located south of Old Chesterfield Road at its intersection with Santa Maria Drive, as described below:

LEGAL DESCRIPTION

A TRACT OF LAND BEING LOT 1 OF BURKHARDT PLACE AS RECORDED IN PLAT BOOK 12 PAGE 94 OF THE ST. LOUIS COUNTY, MISSOURI RECORDER OF DEEDS, LOCATED IN U.S. SURVEY 2031, TOWNSHIP 45 NORTH, RANGE 4 EAST, CITY OF

CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI AND DESCRIBED AS FOLLOWS:

BEGINNING AT A SET IRON PIPE AT THE NORTHWEST CORNER OF LOT 1 OF THE ABOVE-MENTIONED BURKHARDT PLACE, ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF OLD CHESTERFIELD (60'W) ROAD;

THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID SANTA MARIA DRIVE, SOUTH 01 DEGREES 05 MINUTES 00 SECONDS WEST, 133.09 FEET TO A SET SURVEY NAIL AT ANGLE POINT ON THE RIGHT-OF-WAY LINE OF SANTA MARIA DRIVE;

THENCE CONTINUING ALONG THE RIGHT-OF-WAY LINE OF SANTA MARIA DRIVE, SOUTH 87 DEGREES 44 MINUTES 00 WEST, 18.14 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO EDWARD H. JR. AND JANIE A. STRUCKMAN AS RECORDED IN DEED BOOK 14723-PAGE 1402 OF THE ABOVE-MENTIONED RECORDERS OFFICE, WHERE A FOUND REBAR WITH CAP BEARS 0.21 FEET NORTH;

THENCE ALONG THE NORTH LINE OF SAID STRUCKMAN TRACT, NORTH 75 DEGREES 28 MINUTES 00 SECONDS WEST, 75.80 FEET TO A SET IRON PIPE WITH CAP;

THENCE ALONG THE EAST LINE OF SAID STRUCKMAN TRACT, NORTH 19 DEGREES 13 MINUTES 08 SECONDS EAST, 139.32 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED TRACT CONTAINS 9,862 SQUARE FEET AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS OF RECORD, IF ANY.

Section 2. The preliminary approval, pursuant to the City of Chesterfield Zoning Ordinance is granted, subject to all of the ordinances, rules and regulations and the specific conditions as recommended by the Planning Commission in its recommendations to the City Council, which are set out in the Attachment "A" and preliminary plan, which is attached hereto and made a part of.

Section 3. The City Council, pursuant to the petition filed by Mr. Edward Struckman, in P.Z. 05-2024, 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 public hearings, held by the Planning Commission on the 12th day of August 2024, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statues 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 exempted from the warning and summons for violations as set out in Section 1003.410 of the Zoning Ordinance 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 _____, 2011

ACTING MAYOR

ATTEST:

CITY CLERK

FIRST READING HELD: 10/7/2024

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 “UC” Urban Core District, with a Landmark and Preservation Area (LPA) Overlay shall be:
 - a. Art Gallery
 - b. Art Studio
 - c. Bakery
 - d. Barber shop or Beauty Shop
 - e. Commercial Service Facility
 - f. Dry Cleaning Establishment
 - g. Grocery – Neighborhood
 - h. Office, General
 - i. Reading Room
 - j. Research Laboratory and Facility
 - k. Restaurant – Take-out
 - l. Retail Sales Establishment – Neighborhood
2. Hours of Operation.
 - a. Hours of operation for this “UC” Urban Core District, with (LPA) Overlay shall be 8:00 AM to 8:00 PM.

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

1. Floor Area
 - a. The maximum footprint of the structures shall not exceed 4,000 square feet.
2. Height
 - a. The maximum height of the building, exclusive of roof screening, shall not exceed fourteen (14) feet.
3. Building Requirements
 - a. A minimum of 19% openspace is required for this development.

- b. This development shall have a maximum F.A.R. of .40.

C. SETBACKS

1. Structure Setbacks

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

- a. Thirty-Five (35) feet from the right-of-way of Old Chesterfield Road.
- b. Nine (9) feet from the west boundary of the "UC" Urban Core District.
- c. Six (6) feet from the north boundary of the "UC" Urban Core District.
- d. Two (2) feet from the east boundary of the "UC" Urban Core District.

2. Parking Setbacks

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

- a. Zero (0) feet from the right-of-way of Old Chesterfield Road.
- b. Zero (0) feet from the west boundary of the "UC" Urban Core District.
- c. Six (6) feet from the north boundary of the "UC" Urban Core District.
- d. Two (2) feet from the east boundary of the "UC" Urban Core District.

D. PARKING AND LOADING REQUIREMENTS

1. The number of parking spaces required for this development, regardless of use or associated square footage of use, is ten (10).
2. Construction Parking
 - a. The streets surrounding this development and any street used for construction access thereto shall be cleaned throughout the day. The developer shall keep the road clear of mud and debris at all times.
 - b. Provide adequate off-street stabilized parking area(s) for construction employees and a washdown station for construction vehicles entering and leaving the site in order to eliminate the condition whereby mud from construction and employee vehicles is tracked onto the pavement causing hazardous roadway and driving conditions.
 - c. No construction related parking shall be permitted within the Old Chesterfield Road right of way.

3. Parking lots shall not be used as streets.

E. LANDSCAPE AND TREE REQUIREMENTS

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

F. SIGN REQUIREMENTS

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

G. LIGHT REQUIREMENTS

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

H. ARCHITECTURAL

1. The developer 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 Old Chesterfield Road shall be limited to one street approach. The location of the entrance shall be as directed by the City of Chesterfield.

J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

1. If a gate is installed on a street in this development, the streets within the development, or that portion of the development that is gated, shall be private and remain private forever.
2. Provide a sidewalk adjacent to Old Chesterfield Road as directed by the City of Chesterfield.

3. Provide additional right of way and improve Old Chesterfield Road in order to provide for one-half a seventy (70) foot right of way and a thirty-nine (39) foot pavement with required tapers and necessary storm drainage facilities as directed by the City of Chesterfield.

K. POWER OF REVIEW

The Mayor or a Councilmember of the Ward in which a development is proposed may request that the Site Development Plan be reviewed and approved by the entire City Council. This request must be made no later than 24 hours before posting the agenda for the next City Council meeting after Planning Commission review and approval of the Site Development Plan. The City Council will then take appropriate action relative to the proposal.

L. STORMWATER

1. The site shall provide for the positive drainage of storm water and it shall be discharged at an adequate natural discharge point or connected to an adequate piped system.
2. Detention/retention and channel protection measures are to be provided in each watershed as required by the City of Chesterfield. The storm water management facilities shall be operational prior to paving of any driveways or parking areas in non-residential development or issuance of building permits exceeding sixty percent (60%) of approved dwelling units in each plat, watershed or phase of residential developments. The location and types of storm water management facilities shall be identified on the Site Development Plan(s).

M. 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 Planning and Public Works. 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.

N. MISCELLANEOUS

1. All utilities will be installed underground.

2. An opportunity for recycling will be provided. All provisions of Chapter 25, Article VII, and Section 25-122 thru Section 25-126 of the City of Chesterfield, Missouri Code shall be required where applicable.

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

- A.** The developer shall submit a concept plan within eighteen (18) months of City Council approval of the change of zoning.
- B.** In lieu of submitting a Site Development Concept Plan and Site Development Section Plans, the petitioner may submit a Site Development Plan for the entire development within eighteen (18) months of the date of approval of the change of zoning by the City.
- C.** Failure to comply with these submittal requirements will result in the expiration of the change of zoning and will require a new public hearing.
- D.** Said Plan shall be submitted in accordance with the combined requirements for Site Development Section and Concept Plans. The submission of Amended Site Development Plans by sections of this project to the Planning Commission shall be permitted if this option is utilized.
- E.** Where due cause is shown by the developer, this time interval for plan submittal may be extended through appeal to and approval by the Planning Commission.

III. COMMENCEMENT OF CONSTRUCTION

- A.** Substantial construction shall commence within two (2) years of approval of the Site Development Concept Plan or Site Development Plan, unless otherwise authorized by ordinance.
- B.** Where due cause is shown by the developer, the Commission may extend the period to commence construction for not more than one additional year.

IV. 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 separate process.
9. Depict the location of all buildings, size, including height and distance from adjacent property lines, and proposed use.
10. Specific structure and parking setbacks along all roadways and property lines.
11. Indicate location of all existing and proposed freestanding monument signs.
12. Zoning district lines, subdivision name, lot number, dimensions, and area, and zoning of adjacent parcels where different than site.
13. Floodplain boundaries.
14. Depict existing and proposed improvements within 150 feet of the site as directed. Improvements include, but are not limited to, roadways, driveways and walkways adjacent to and across the street from the site, significant natural features, such as wooded areas and rock formations, and other karst features that are to remain or be removed.
15. Depict all existing and proposed easements and rights-of-way within 150 feet of the site and all existing or proposed off-site easements and rights-of-way required for proposed improvements.
16. Indicate the location of the proposed storm sewers, detention basins, sanitary sewers and connection(s) to the existing systems.
17. Depict existing and proposed contours at intervals of not more than one (1) foot, and extending 150 feet beyond the limits of the site as directed.
18. Address trees and landscaping in accordance with the City of Chesterfield Code.
19. Comply with all preliminary plat requirements of the City of Chesterfield Subdivision Regulations per the City of Chesterfield Code.

20. Signed and sealed in conformance with the State of Missouri Department of Economic Development, Division of Professional Registration, Missouri Board for Architects, Professional Engineers and Land Surveyors requirements.
21. Provide comments/approvals from the appropriate Fire District, Monarch Levee District, Spirit of St. Louis Airport and the Missouri Department of Transportation.
22. Compliance with Sky Exposure Plane.
23. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

V. TRUST FUND CONTRIBUTION

The developer shall be required to contribute to the **Chesterfield Village Road Trust Fund (No.554)**. Traffic generation assessment contributions shall be deposited with St. Louis County prior to the issuance of building permits. If development phasing is anticipated, the developer shall provide the traffic generation assessment contribution prior to issuance of building permits for each phase of development.

Roads

The roadway improvement contribution is based on land and building use. The roadway contributions are necessary to help defray the cost of engineering, right-of-way acquisition, and major roadway construction in accordance with the Chesterfield Valley Road Improvement Plan on file with the St. Louis County Department of Transportation. The amount of the developer's contribution to this fund shall be computed based on the following:

<u>Type of Development</u>	<u>Required Contribution</u>
Retirement Community	\$ 382.06/Parking Space
General Office	\$ 583.66/Parking Space

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

If types of development differ from those listed, St. Louis County Department of Transportation will provide rates. Credits for roadway improvements required will be awarded as directed by St. Louis County Department of Transportation. Any portion of the roadway improvement contribution that remains, following completion of road improvements required by the development, shall be retained in the appropriate Trust Fund. Credits for roadway improvements will be as approved by the City of Chesterfield and/or St. Louis County Department of Transportation.

The roadway improvement contribution shall be deposited with the St. Louis County Department of Transportation. The deposit shall be made before the issuance of any Special Use Permit (SUP) by St. Louis County of Transportation or a Building Permit by St. Louis County Public Works Department. Funds shall be payable to "Treasurer, St. Louis County."

If this development is located within a trust fund area, any portion of the traffic generation assessment contribution which remains following completion of road improvements required by the development will be retained in the appropriate trust fund.

The amount of these required contributions for the roadway, storm water and primary water line improvements, if not submitted by January 1, 2011 shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accordance with the construction cost index as determined by the Saint Louis County Department of Transportation.

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

VI. RECORDING

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

VII. ENFORCEMENT

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

FINANCE AND ADMINISTRATION COMMITTEE

Chair: Councilmember Barb McGuinness

Vice-Chair: Councilmember Michael Moore

- 1. Budget Transfer - \$1 million transfer from Parks Fund – Fund Reserve and \$800,000 transfer from the General Fund – Fund Reserve to the Debt Pre-payment fund.** The Finance and Administration Committee of the Whole unanimously recommended transferring \$1.8 million of Fund Reserves to the Debt Pre-Payment fund for the purpose of reducing the annual debt service load on the budget. It was recommended that \$1 million be transferred from Parks Fund – Fund Reserve and \$800,000 be transferred from General Fund – Fund Reserves that are in excess of the 40% reserve policy requirement for the General Fund. **(Roll Call Vote)**
- 2. Next Meeting – not yet scheduled**

NEXT MEETING

The next Finance and Administration Committee is not yet scheduled.

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 Budoor

Vice Chair: Councilmember Monachella

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

NEXT MEETING

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

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

PUBLIC HEALTH AND SAFETY COMMITTEE

Chair: Councilmember Aaron Wahl

Vice Chair: Councilmember Merrell Hansen

NEXT MEETING

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

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

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

- A. Liquor License – Food Service Consultants, Inc – 1851 Schoettler Rd –** requested a new liquor license for retail sale of all kinds of intoxicating liquor, drinks to be consumed on premise and Sunday Sales. **(Voice Vote)**

- B. Bid Recommendation – 2024 Crack Seal Project** Recommendation to accept the low bid submitted by Parking Lot Maintenance (PLM) and to authorize the City Administrator to enter into an Agreement with PLM in an amount not to exceed \$100,00.00 for the 2024 Crack Seal Project. **(Roll Call Vote)**
Department of Public Works recommends approval.

OTHER LEGISLATION

- A. Proposed Bill No. 3520 –** An ordinance authorizing the City Administrator to execute a Surface Transportation Block Grant (STBG) Program Agreement with the Missouri Highways and Transportation Commission for improvements to Old Baxter Road from Baxter Road to Old Baxter Road and Highcroft Drive from Old Baxter Road to Schoettler Valley Drive. **(Second Reading)**
Department of Public Works recommends approval.

- B. Proposed Bill No. 3524 –** An ordinance of the City of Chesterfield, Missouri establishing the Downtown Chesterfield Special Business District; making certain findings in connection therewith; authorizing certain actions by City Officials and Officers; and containing a severability clause. **(First Reading)**

UNFINISHED BUSINESS

There is no unfinished business scheduled for this meeting.

NEW BUSINESS

There is no new business scheduled for this meeting



MEMORANDUM

DATE: September 25, 2024

TO: Mike Geisel
City Administrator

FROM: Denise Pozniak, Business Assistance Coordinator

SUBJECT: **LIQUOR LICENSE REQUEST – Food Service Consultants, Inc.**

Food Service Consultants, Inc.... has requested a new liquor license for retail sale of all kinds of intoxicating liquor, drinks to be consumed on premise, and Sunday sales.

Business description: Prepare and service the cafeteria in Logan College, serve alcohol onsite for events. They had a previous liquor license, there was a change of ownership and managing officer.

There are no known outstanding municipal violations at this location:
1851 Schoettler Rd

Daniel Phillips is the managing officer.

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

With City Council approval at the Monday October 7, 2024 city council meeting, I will immediately issue this 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: September 24, 2024

RE: 2024 Crack Seal Project

The Department of Public Works publicly opened bids for the 2024 Crack Sealing Project on September 24, 2024. The results of the bid opening are detailed in the attached memorandum from Project Manager Trent Helland. After reviewing the bids, Staff recommends the project be awarded to the low bidder, Parking Lot Maintenance (PLM), in the budgeted amount of \$100,000. This includes the low bid amount (\$90,840) and a modest contingency to cover additional work and change orders. PLM has previously performed crack sealing for the City of Chesterfield and is positively recommended by City Staff.

As you know, the City of Chesterfield places crack sealant on its streets approximately every seven years in an effort to extend the life of its streets. Crack sealing has many benefits, including retarding joint deterioration, preventing water from infiltrating the pavement subbase, and keeping incompressible material out of the joint, which helps alleviate street migration.

The 2024 Capital Projects Budget contains \$100,000 for crack sealing.

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 PLM in an amount not to exceed \$100,000.

Concurrence:

J. Kelly

Jeannette Kelly, Director of Finance

Memorandum

Department of Public Works

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

FROM: Trent Helland- Project Manager

DATE: September 24, 2024

**RE: 2024 Crack Sealing Project
2024-PW-07**



As you are aware, sealed bids for the project were opened on September 24, 2024 at 10:00am. There were two bidders on this project; Sweeten’s Sealing Services and Parking Lot Maintenance, LLC. Upon full review of the submitted bids, Parking Lot Maintenance, LLC is the lowest, responsive and responsible bidder with a bid of \$90,840.00(bid attached). Parking Lot Maintenance LLC, has successfully completed this type of work within the City of Chesterfield as recently as 2016 and have provided sealing services as a subcontractor for many of our Selective Slab Projects.

I recommend requesting authorization to enter into an agreement with Parking Lot Maintenance to provide crack sealing services for the 2024 Crack Sealing Project- in an amount not to exceed \$100,000. This is the budgeted amount and allow for any unforeseen conditions and/or additional work as may be necessary to complete this project.



BID TABULATION
2024 CRACK SEALING PROJECT
2024-PW-07
September 24, 2024

ITEM #	DESCRIPTION	UNITS	QTY	ENGINEER'S ESTIMATE		PLM		Sweetens Sealing Services	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Joint and Crack Sealing 26 - 28ft. Wide Concrete Street	Mile	22.40	\$3,325.00	\$74,480.00	\$3,275.00	\$73,360.00	\$3,240.00	\$72,576.00
2	Joint and Crack Sealing 32- 56ft. Wide Concrete Street	Mile	3.10	\$3,850.00	\$11,935.00	\$3,800.00	\$11,780.00	\$4,275.00	\$13,252.50
3	Joint and Crack Sealing 18-23 ft. Wide Concrete Street	Mile	1.90	\$3,175.00	\$6,032.50	\$3,000.00	\$5,700.00	\$3,150.00	\$5,985.00
4	Joint and Crack Sealing 26- 28ft. Wide Asphalt Street	Mile	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	Joint and Crack Sealing 32-40ft. Wide Asphalt Street	Mile	0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL BID					\$92,447.50		\$90,840.00		\$91,813.50

EXHIBIT A

BID FORM

BID TIME: 10:00 a.m.

BID DATE: Tuesday, September 24, 2024

TO: THE CITY OF CHESTERFIELD

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

2024 Crack Sealing Project
2024-PW-07

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 thorough cleaning, preparing and sealing of existing joints and cracks in concrete and asphalt pavements, curbs and driveways of approximately 20 miles of streets.

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

Bid submitted by:

Company Name: PLM

Address: 8651 Hwy N sk #176

City, State Lake St Louis MO 63367

Phone number: 314 323 7325 Fax: _____

E-mail address: Todde Parking LM.com

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

Officer: Todd Bwening

Title: Managing Member

Signature: [Handwritten Signature]

Date: 9-19-24

**ITEMIZED BID
CITY OF CHESTERFIELD
2024 Crack Sealing Project
2024-PW-07**

PLM

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Joint and Crack Sealing 26-28ft. Wide Concrete Street	Mile	22.4	<u>3,275.00</u>	<u>73,360.00</u>
2	Joint and Crack Sealing 32-56ft. Wide Concrete Street	Mile	3.1	<u>3,800.00</u>	<u>11,780.00</u>
3	Joint and Crack Sealing 18-23ft. Wide Concrete Street	Mile	1.9	<u>3,000.00</u>	<u>5,700.00</u>
4	Joint and Crack Sealing 26-28ft. Wide Asphalt Street	Mile	0	_____	_____
5	Joint and Crack Sealing 32-40ft. Wide Asphalt Street	Mile	0	_____	_____
TOTAL BID				<u>\$ 90,840.00</u>	

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: September 6, 2024

RE: Highcroft Drive Reconstruction – Program Agreement

On September 5, 2024 the City of Chesterfield was formally notified that its grant application for the reconstruction of Highcroft Drive from Baxter Road to Schoettler Valley Drive has been approved. Specifically, this Surface Transportation Block Grant (STBG) will fund up to \$1,916,600 of the estimated \$2,738,000 project cost. The anticipated schedule is engineering design in 2025, right of way acquisition in 2026, and construction in 2028. The Department of Public Works budget submittal anticipated this successful grant application and includes \$303,000 for engineering design, of which \$212,100 will be funded through the grant and \$90,900 will be funded by the City’s Capital Projects Fund. Please note that this grant submittal was previously authorized by the Planning and Public Works Committee of City Council.

Assuming that City Council approves the Program Agreement we will issue a Request for Proposals (RFP) for engineering design services and construction engineering services after receiving concurrence from MODOT. Once a consultant has been selected, we will negotiate a scope and fee which will be submitted to City Council for approval in early 2025. The scope of the engineering design services will include public engagement. At a minimum, engagement will include an open house where Staff and the chosen consultant will receive input on the preliminary project design including potential geometric and sign changes at the intersections within the project limits. Please note that while the project is called Highcroft Drive Reconstruction, it also includes the portion of Old Baxter Road between Baxter Road and Highcroft Drive (adjacent to Eberwein Park).

As stated above, all costs for this project have been 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 Surface Transportation Block Grant Program Agreement with the Missouri Highways and Traffic Commission.



Memorandum

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

FROM: Anjana Kittu, PE *ATK*
Civil Engineer

DATE: September 5, 2024

RE: Highcroft Drive/Old Baxter Road Improvements
City Capital Project #: 2024-PW-11
Federal Project #: STBG-5410(638)
MoDOT Program Agreement Ordinance

As you are aware, the City of Chesterfield was recently awarded a Surface Transportation Block Grant (STBG) in an amount up to \$1,916,600 for the improvements to Highcroft Drive and Old Baxter Road. The project limits are Old Baxter Road from Baxter Road to Old Baxter Road (adjacent to Eberwein Park) and Highcroft Drive from Old Baxter Road to Schoettler Valley Drive. The total estimated project cost is \$2,738,000, of which \$821,400 will be City funded. Project design is scheduled to start in 2025, right-of-way acquisition in 2026, and construction in 2028.

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 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.

Attachments: Draft Ordinance
Program Agreement from MODOT
Approval Letter from East-West Gateway



EAST-WEST GATEWAY
Council of Governments

Creating Solutions Across Jurisdictional Boundaries

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Holly Bieneman
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Vacant
Illinois Department of Commerce
and Economic Opportunity

Patrick McKenna
Missouri Department of Transportation

Taulby Roach
Bi-State Development

Aaron Willard
Missouri Office of Administration

Executive Director

James M. Wild

September 5, 2024

James A. Eckrich, P.E.
City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Mr. Eckrich:

The East-West Gateway Council of Governments' Board of Directors approved the Final FY 2025-2028 Transportation Improvement Program (TIP) at its August 28, 2024 meeting. The following project(s) submitted by your agency are included in the program:

Highcroft Dr/Old Baxter Rd - Baxter Road to Schoettler Valley Drive - Resurfacing - Repair Curb/Gutter - Replace Sidewalk (5') - (TIP# 7349A-25)

MoDOT Local Roads will soon be sending federal-aid program agreement(s) for each new project. Details regarding the date, time, and location of MoDOT's Project Implementation Workshops will be provided in future correspondence.

If you have any questions regarding the approved projects, please contact me at melissa.theiss@ewgateway.org.

Sincerely,

Melissa Theiss

Melissa Theiss
Transportation Improvement Program Coordinator

Gateway Tower
One Memorial Drive, Suite 1600
St. Louis, MO 63102-2451

314-421-4220
618-274-2750
Fax 314-231-6120

webmaster@ewgateway.org
www.ewgateway.org

BILL NO. 3520

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR IMPROVEMENTS TO OLD BAXTER ROAD FROM BAXTER ROAD TO OLD BAXTER ROAD AND HIGHCROFT DRIVE FROM OLD BAXTER ROAD TO SCHOETTLER VALLEY DRIVE.

WHEREAS, the City of Chesterfield was successful in obtaining a reimbursement grant for the improvements to Old Baxter Road from Baxter Road to Old Baxter Road and Highcroft Drive from Old Baxter Road to Schoettler Valley Drive; and,

WHEREAS, in order to proceed with the project, STBG-5410(638), the City needs to enter into a Surface Transportation Block Grant (STBG) 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 improvements on Old Baxter Road from Baxter Road to Old Baxter Road and Highcroft Drive from Old Baxter Road to Schoettler Valley Drive, in form substantially similar to that attached in Exhibit A.

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

Passed and approved this _____ day of _____, 2024.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD:

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 03/24 (TLP)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG-5410(638)
Award Year: 2025
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM AGREEMENT**

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

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) 23 U.S.C. §133, authorizes a Surface Transportation Block Grant (STBG) Program to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STBG funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

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

(1) PURPOSE: The purpose of this Agreement is to grant the use of STBG funds to the City. The improvement contemplated by this Agreement and designated as Project STBG-5410(638) involves:

Reconstruction, resurfacing, curb and gutter repairs and sidewalk replacement.

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STBG-5410(638) by the Commission is within the city limits of Chesterfield, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit

A" and incorporated herein by reference. More specific descriptions are as follows:

Old Baxter Road between Baxter Road and Old Baxter Road and Highcroft Drive from Old Baxter Road to near Schoettler Valley Drive.

(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.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STBG system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All

obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION: To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and 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.

(9) INSURANCE:

(A) The City is required or 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 the Missouri Department of Transportation and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) 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.

(B) 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.

(10) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STBG for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(11) 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.

(12) 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 the 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 the 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 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.

(13) 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. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$1,916,600. 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.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there

is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(14) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(15) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(16) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STBG-5410(638) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(17) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by 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.

(18) 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.

(19) 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. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(20) 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.

(21) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STBG improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(22) FINAL AUDIT: The Commission will 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.

(23) 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.

(24) 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.

(25) 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.

(26) 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.

(27) 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.

(28) 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.

(29) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
690 Chesterfield Parkway West
Chesterfield, MO 63017

- (B) To the Commission:
1590 Woodlake Drive
Chesterfield, MO 63017

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(30) 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, 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, 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 (30) 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.

(31) 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 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.

(32) CONFLICT OF INTEREST: The City shall comply with conflict-of-interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(33) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

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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

By _____
Title _____

Ordinance No: _____

Exhibit A - Location of Project

ATTACHMENT A1

HIGHCROFT DRIVE/OLD BAXTER ROAD IMPROVEMENTS PROJECT - LOCATION MAP



Exhibit B – Project Schedule

Project Description: STBG-5410(638) Highcroft Drive and Old Baxter Road

PROJECT DEVELOPMENT SCHEDULE			
<i>Note: many stages can occur concurrently.</i>			
Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	10/2024	10/2024	1
Execute agreement (project sponsor and DOT)	11/2024	01/2025	3
Engineering services contract submitted and approved*	01/2025	04/2025	3
Obtain environmental clearances (106, CE2, T&E, etc.)	04/2025	10/2025	6
Public meeting/hearing	10/2025	10/2025	1
Develop and submit preliminary plans	04/2025	11/2025	7
Preliminary plans approved	11/2025	02/2026	3
Develop and submit right-of-way plans	11/2025	01/2026	2
Review and approval of right-of-way plans	01/2026	04/2026	3
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	04/2026	07/2026	3
Right-of-way acquisition	07/2026	03/2027	8
Utility coordination	11/2025	11/2026	12
Develop and submit PS&E	03/2026	05/2027	15
District approval of PS&E/advertise for bids*	05/2027	11/2027	6
Submit and receive bids for review and approval	11/2027	02/2028	4
Project implementation/construction	02/2028	12/2028	10
* Finish date must match fiscal year for each milestone shown in bold text .			

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

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Memorandum

Department of Planning

To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: October 7, 2024

RE: **Special Business District** – An ordinance to establish the Downtown Chesterfield Special Business District and authorizing an election related thereto.



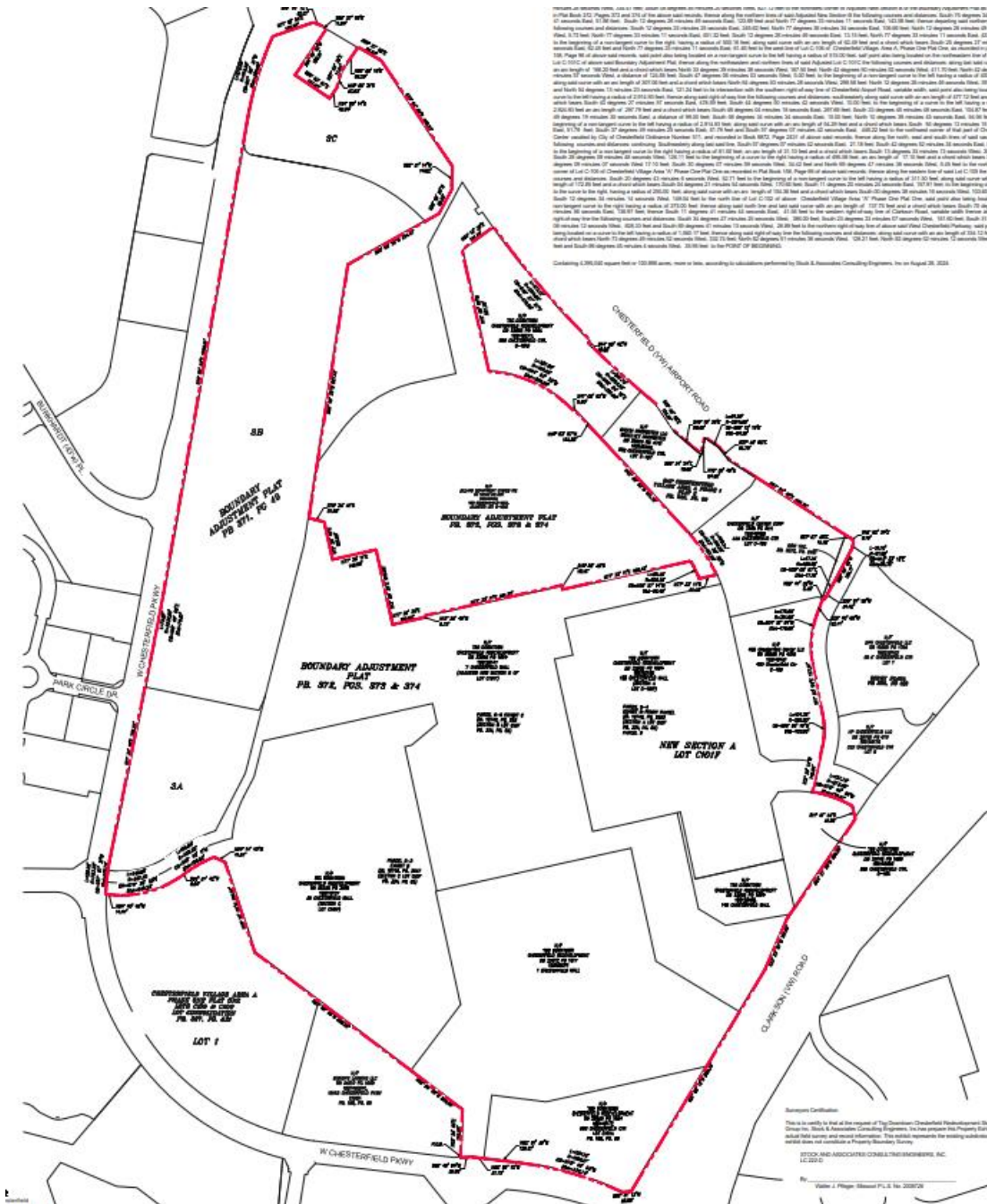
Summary

TSG Downtown Chesterfield Redevelopment, LLC has submitted a petition to establish a Special Business District (SBD) in accordance with the requirements of the approved Development Agreement between the City of Chesterfield and Downtown Chesterfield Redevelopment, LLC. City Council previously approved a Resolution of Intent after receiving a petition to establish the district. In accordance with the Revised Statutes of the State of Missouri, a public hearing will be held and ultimately an ordinance considered by the City of Chesterfield to establish the district. If approved, the City Clerk will coordinate to conduct a main in elevation which would authorize a levy on the subject site to pay for additional services not currently provided on the site. The petition includes public maintenance under the SBD of the following items:

- A. Maintenance, repair, and replacement of streets, street lighting, bike paths, and pedestrian pathways;
- B. Maintenance, repair, and replacement of landscaped center medians within City accepted streets, including irrigation (to the extent they are separable from systems serving other areas not to be maintained by the City);
- C. Security;
- D. Maintenance, repair and replacement of the public parking garage;
- E. Maintenance, repair and replacement of the public park including programming for marketing and events;
- F. Legal, insurance, administration, and financial oversight; and
- G. All other qualified and allowable expenditures of any other special district located within the City, established in accordance with the Special District Act.

Additionally, a Survey and Investigation Report is required and provided. This report summarizes the services currently provided by the City of Chesterfield as well as the

future costs anticipated with the development of the site. As the report demonstrates, significant impacts are anticipated to current City services and the SBD provides a method to fund these improvements without diverting funds from existing obligation of services.



Attachments:

- 1) SBD Ordinance
- 2) Survey and Investigation Report

AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI ESTABLISHING THE DOWNTOWN CHESTERFIELD SPECIAL BUSINESS DISTRICT; MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH; AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS AND OFFICERS; AND CONTAINING A SEVERABILITY CLAUSE.

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

WHEREAS, upon petition by one or more owners of real property on which is paid the ad valorem real property taxes within a proposed special business district, the governing body of the City may adopt a resolution of intention to establish a special business district pursuant to the Special Business Districts Act, Sections 71.790 to 71.808 of the Revised Statutes of Missouri, as amended (the “SBD Act”), and

WHEREAS, the City received a Petition to Establish the Downtown Chesterfield Special Business District (the “Petition”), filed by an owner of real property subject to real property taxes within the proposed boundaries of the Downtown Chesterfield Special Business District (the “District”), which Petition is attached hereto and incorporated herein by reference as Exhibit 1, and

WHEREAS, pursuant to Section 71.794.(1) of the SBD Act, on September 3, 2024, the City’s City Council (the “Council”) adopted Resolution No. 501, as the resolution of intention to establish the District, in accordance with the SBD Act (the “Original Intent Resolution”); then, on September 17, 2024 the Council adopted an amended Resolution No. 501, which amended the Original Intent Resolution by changing the date and time of the public hearing resolved in the Original Intent Resolution, and

WHEREAS, pursuant to Section 71.794 of the SBD Act, the Council held a public hearing to consider the establishment of the District on Monday, October 7, 2024 at 6:45 p.m. at Chesterfield City Hall, 690 Chesterfield Parkway West, Chesterfield, Missouri 63017 (the “Public Hearing”), and

WHEREAS, pursuant to Section 71.794 of the SBD Act, the Council caused notice of the Public Hearing to be published on two separate occasions in a newspaper of general circulation not more than fifteen days nor less than ten days before the Public Hearing, and

WHEREAS, pursuant to the SBD Act, the Council caused to be mailed a notice by United States certified mail, return-receipt requested of the Public Hearing to all owners of record of real property and licensed businesses located in the proposed District, and

WHEREAS, at the Public Hearing the Council heard all protests and received all evidence for or against the proposed action, all in accordance with the SBD Act, and

WHEREAS, pursuant to Section 71.792 of the SBD Act, the Council conducted a survey and investigation for the purposes of determining the nature of and suitable location for the District improvements, the approximate cost of acquiring and improving the land therefor, the area to be included in the District, the need for and cost of special services, and cooperative promotion activities, and the percentage of the cost of acquisition, special services, and improvements in the District which are to be assessed against the property within the District and that part of the cost, if any, to be paid by public funds, and

WHEREAS, a written report of the survey and investigation was filed in the Office of the City Clerk of the City of Chesterfield, Missouri, and was made available for public inspection (the "Report"), which Report is attached hereto and incorporated herein by reference as Exhibit 2, and

WHEREAS, the cost of the Report is included as a part of the cost of establishing the District, in accordance with the SBD Act, and

WHEREAS, the Council seeks to establish the District in accordance with the SBD Act.

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

Section 1. Upon review of the Report and the Petition the Council finds that the establishment of the District is in the best interest of the City and that the property owners, businesses, and tenants in said District and the public in general will benefit from the establishment of said District and the increased level of services and improvements provided by the proposed additional tax revenues from said District. Therefore, pursuant to the SBD Act, the Downtown Chesterfield Special Business District is hereby established, and will continue to exist and function until dissolved by an ordinance of the Council. The District shall include the real property depicted in the Petition, and as legally described on Exhibit 3, attached hereto and incorporated herein by reference.

Section 2. Pursuant to Section 71.800.5 of the SBD Act, the Council hereby orders an election on the approval of a tax on owners of real property in the District in a sum not to exceed \$0.85 per \$100 assessed valuation on real property, tracts, lots, or parcels of real property in the District for the purpose of providing revenue to the District (the “Proposition”). Ballots on the Proposition shall be mailed by or on behalf of the City Clerk by March 4, 2025, with the election on the Proposition to occur on April 15, 2025. The procedures for the application of a ballot on the Proposition and the related election shall be governed by the SBD Act.

Section 3. Subject to the approval of the Proposition in accordance with the SBD Act and this Ordinance, the property in the District shall be subject to the provisions of the additional tax described in Section 2 of this Ordinance, which additional tax will have an initial rate of levy to be imposed upon the property lying within the boundaries of the District of \$0.85 per \$100 assessed valuation on real property, tracts, lots, or parcels of real property in the District. Subject to the approval of the Proposition in accordance with the SBD Act and this Ordinance, the additional revenue generated by the additional tax will be put to the uses described in the Petition and in accordance with the SBD Act.

Section 4. The Downtown Chesterfield Special Business District Advisory Board (the “Board”) is hereby created by this Ordinance, and as set forth below.

- (a) The Mayor of the City, with the consent of the Council, will appoint the seven-member Board, which Board will make recommendations as to the uses of the District to the Council. Appointments to the Board will be made via a resolution of the Council, except for the initial appointments to the Board, which are set forth in this Ordinance.
- (b) Members of the Board must be at least 18 years of age.
- (c) Two of the seven members of the Board will be designees of TSG Downtown Chesterfield Redevelopment, LLC, a Missouri limited liability company, or its permitted successors or assigns in interest, as agreed to by the City. Five of the seven members of the Board will be designees of the City.
- (d) Each member of the Board will serve for a four-year term (except as provided herein with respect to the initial members), with terms expiring as of December 31st of the designated year or when their successors are appointed as provided herein, whichever is later. The initial members will be appointed for the terms set forth as follows:
 - (a) one member will be appointed for a term expiring

December 31, 2025; (b) two members will be appointed for a term expiring December 31, 2026; (c) two members will be appointed for a term expiring December 31, 2027; and (d) two members will be appointed for a term expiring December 31, 2028.

- (e) The Mayor, with consent of the Council, may remove any member of the Board for misconduct or neglect of duty upon written charges and after a public hearing.
- (f) Vacancies on the Board occasioned by removal, resignation, expiration of term, or otherwise will be reported in writing to the City Administrator of the City by the Board. The vacancy will be filled in like manner as an original appointment, except that it will be done via a resolution of the Council. Appointments to fill vacancies will be for the unexpired portion of a term only.
- (g) The Council hereby authorizes and approves the Board to exercise those powers and fulfill such duties as are required or authorized for such Board under the SBD Act. The City shall exercise all administrative functions of the Board.
- (h) The Board shall, within thirty days of notice that the Proposition passed at an election held in accordance with the SBD Act, fix a time and place for its annual meeting. At each annual meeting, the Board shall adopt and then file with the Council a proposed annual budget for the District, which shall set forth the projected revenues and expenditures for the ensuing year; provided, however, that such proposal annual budget for the District is only a recommendation to the Council, and is not the final budget of the District unless approved by the Council.

Section 5. The Mayor hereby appoints and the Council hereby consents to the appointment of the below-listed individuals to the District's initial Board.

<u>Name</u>	<u>Initial Term Expiration Date</u>
City's Chief of Police, currently, Cheryl Funkhouser	December 31, 2025
City's Finance Director, currently, Jeannette Kelly	December 31, 2026
City's Director of Planning, currently, Justin Wyse	December 31, 2026
City's Director of Public Works, currently, James Eckrich	December 31, 2027
City's Director of Parks, currently, Mike Geisel	December 31, 2027

Michael H. Staenberg

December 31, 2028

Timothy S. Lowe

December 31, 2028

Section 6. Pursuant to the SBD Act, the Council shall have all the powers necessary to carry out any and all improvements relating to the District described in this Ordinance and the Petition, and as further described in Section 71.796 of the SBD Act.

Section 7. Pursuant to Section 71.808 of the SBD Act, the findings of the Council of the benefits to be derived by the District, as set out in this Ordinance and the Petition, shall be conclusive.

Section 8. The WHEREAS clauses of this Ordinance are hereby incorporated herein by reference.

Section 9. The Mayor of the City or his designated representatives are hereby authorized to take any and all actions as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Council being necessary to authorize such action by the Mayor or his designated representatives.

Section 10. It is hereby declared to be the intention of the Council that each and every part, section, and subsection of this Ordinance shall be separate and severable from each and every other part, section, and subsection hereof and that the Council intends to adopt each said part, section, and subsection separately and independently of any other part, section, and subsection. In the event that any part, section, or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 11. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 202__.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

FIRST READING HELD: 10/7/2024

Vickie McGownd, CITY CLERK

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EXHIBIT 1

Petition

(Attached hereto.)

**PETITION TO THE CITY OF CHESTERFIELD, MISSOURI
TO ESTABLISH THE
DOWNTOWN CHESTERFIELD SPECIAL BUSINESS
DISTRICT**

Submitted July 22, 2024

**PETITION TO ESTABLISH THE DOWNTOWN
CHESTERFIELD SPECIAL BUSINESS DISTRICT**

To: The City Council, City of Chesterfield, Missouri (the "City", and the "Council"):

The undersigned, being an owner of real property subject to real property taxes and within the proposed boundaries of the Downtown Chesterfield Special Business District (the "**SBD**"), do hereby petition and request that the Council establish the SBD as described herein, pursuant to Sections 71.790 through 71.808 of the Revised Statutes of Missouri, as amended (the "**Act**").

1. Description of the SBD

A. Map of SBD Boundaries

A map illustrating the SBD boundaries is attached hereto as **EXHIBIT A**, and incorporated herein by reference.

B. Name of SBD

The name of the proposed special business district, to be established pursuant to the Act, will be the "Downtown Chesterfield Special Business District".

2. Purposes of the SBD

The SBD may generally provide for certain services and public improvements listed in the Act. The SBD's revenues may be put to use for all qualified and allowable expenditures allowed under the Act including, but not limited to:

- A. maintenance, repair, and replacement of streets, street lighting, bike paths, and pedestrian pathways;
- B. maintenance, repair, and replacement of landscaped center medians within City accepted streets, including irrigation (to the extent they are separable from systems serving other areas not to be maintained by the City);
- C. security;
- D. maintenance, repair and replacement of the public parking garage;
- E. maintenance, repair and replacement of the public park including programming for marketing and events;
- F. legal, insurance, administration, and financial oversight; and
- G. all other qualified and allowable expenditures of any other special district located within the City, established in accordance with the Special District Act.

All of the foregoing qualified and allowable expenditures shall be spent exclusively within the boundaries of the SBD, provided, however, that legal, insurance, administration, and financial oversight expenditures may be spent outside the boundaries of SBD so long as they directly relate to the geographical area of the SBD.

Also, the SBD may:

- A. Cooperate with other public agencies and with any industry or business located within the SBD in the implementation of projects within the SBD.

- B. Enter into agreements with any other public agency, any person, firm, or corporation to effect any of the provisions contained in the Act.
- C. Contract and be contracted with.
- D. Accept gifts, grants, loans, or contributions from the City, the State of Missouri, political subdivisions, foundations, other public or private agencies, individuals, partnerships or corporations.
- E. Employ or contract engineering, legal, technical, clerical, accountant, and other assistance as it may deem advisable.

3. Type of SBD

The SBD is a political subdivision of the State of Missouri with the power to impose a real property tax pursuant to the Act.

4. The SBD's Advisory Board

- A. In accordance with the Act, the Council will have sole discretion as to how the revenue derived from any tax to be imposed within the SBD, or any revenue derived from disposition of assets of the SBD, will be used within the scope of the purposes of the SBD, as described in this Petition to Establish the Downtown Chesterfield Special Business District (this "**Petition**") and the Act.
- B. In accordance with the Act, the Mayor of the City, with consent of the Council, will appoint a seven-member advisory board (the "**Board**"), in accordance with the qualifications as established by law and as set forth herein, to make recommendations as to the use of the SBD.
- C. *Qualifications*
 - i. Members of the Board must be at least 18 years of age.
 - ii. All seven members of the Board will be selected by the City, appointed by the Mayor, and consented to by the Council. Two of the seven members of the Board will be designees of TSG Downtown Chesterfield Redevelopment, LLC, a Missouri limited liability company, or its permitted successors or assigns in interest (under that certain Redevelopment Agreement for RPA-1 by and between the City and TSG Downtown Chesterfield Redevelopment, LLC dated as of March 1, 2024). The Mayor shall appoint, and the Council shall approve, the designees selected by TSG Downtown Chesterfield Redevelopment LLC, unless such designee shall have previously been properly removed from the Board in accordance with the process described in Section 4.F. below. Five of the seven members of the Board will be designees of the City.
- D. *Term of Office:* Each member of the Board will serve for a four-year term (except as provided herein with respect to the initial members), with terms expiring as of December 31st of the designated year or when their successors are appointed as provided herein, whichever is later.
- E. *Initial Members and Terms:* The initial members will be appointed for the terms set forth as follows: (a) one member will be appointed for a term expiring December 31, 2025; (b) two members will be appointed for a term expiring December 31, 2026; (c) two members

will be appointed for a term expiring December 31, 2027; and (d) two members will be appointed for a term expiring December 31, 2028.

- F. *Removal:* The Mayor, with consent of the Council, may remove any member of the Board for misconduct or neglect of duty upon written charges and after a public hearing.
- G. *Vacancies:* Vacancies on the Board occasioned by removal, resignation, expiration of term, or otherwise will be reported in writing to the City Administrator of the City by the Board. The vacancy will be filled in like manner as an original appointment. Appointments to fill vacancies will be for the unexpired portion of a term only.

5. Life of the SBD

The SBD will continue to exist and function until dissolved by an ordinance of the Council. If approved by qualified voters in accordance with Section 71.800 of the Act, the levy of tax on real property will go into effect in the tax year in which the election is held, and will remain in effect until repealed in accordance with the Act.

6. Maximum Rates and the Method of Assessment

The ballot question will be in substantially the following form:

Shall the special business district of the Downtown Chesterfield Special Business District ("**SBD**") be authorized to impose a tax on owners of real property in a sum not to exceed \$0.85 per \$100 assessed valuation on real property, tracts, lots, or parcels of real property for the purpose of providing revenue to the SBD. For purposes of property receiving tax abatement, the assessed value for each is at the current rate until abatement ends. The amount levied annually will be set by the City Council of the City of Chesterfield, Missouri each calendar year by resolution of the City Council of the City of Chesterfield, Missouri.

7. Limitations on Revenue Generations

The SBD will have no additional authority to levy taxes except as provided herein, or as provided by amendments to this Petition.

8. Reports and Meetings

The SBD will comply with requirements of reporting and meetings described in Section 67.1471 of the Revised Statutes of Missouri, as amended. Meetings will be open to the public.

9. Severability

If any provision of this Petition is held or deemed to be invalid, inoperative, or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions of this Petition or for any other reason, such circumstances will not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision contained in this Petition invalid, inoperative, or unenforceable to any extent whatsoever.

TSG Downtown Chesterfield Redevelopment, LLC,
a Missouri limited liability company

By: _____
Michael H. Staenberg
Manager

EXHIBIT A

Map of SBD Boundaries

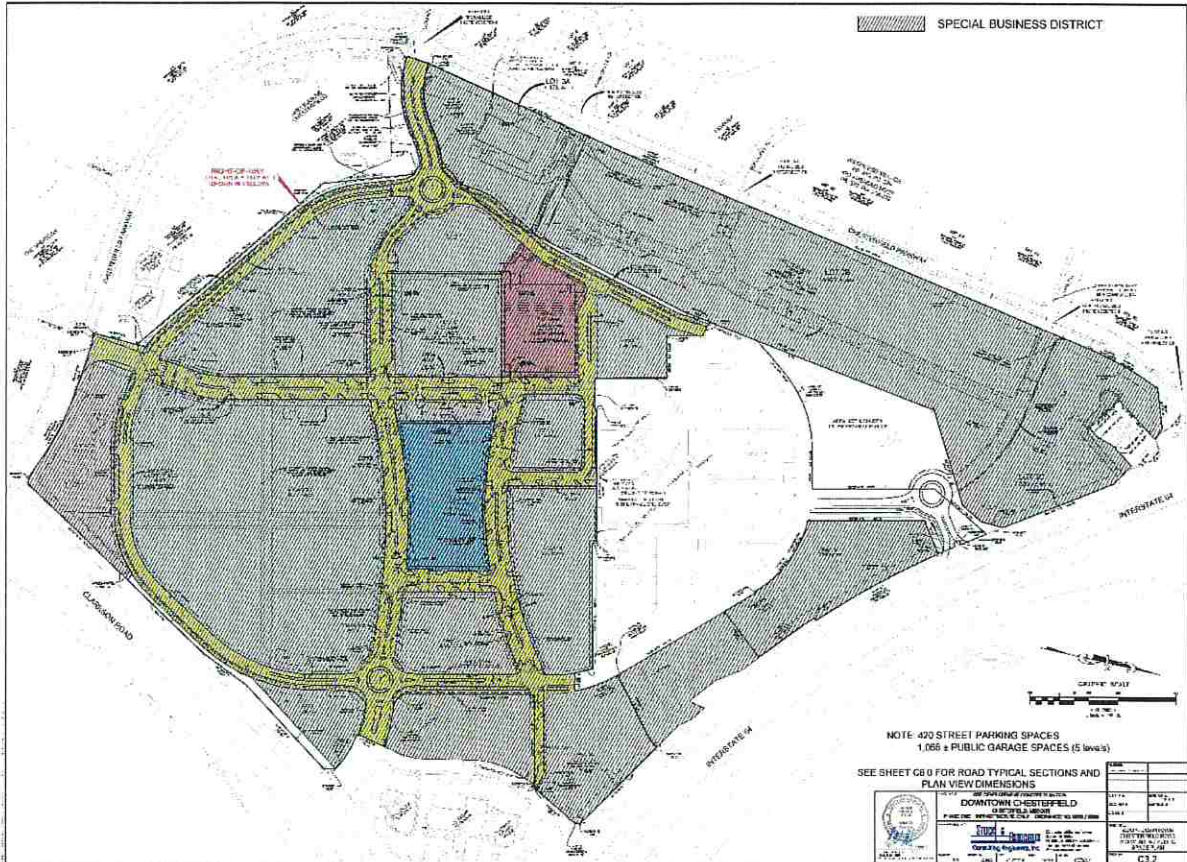


EXHIBIT 2

Report

(Attached hereto.)

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: September 19, 2024

RE: Special Business District Petition – Downtown Chesterfield
SURVEY AND INVESTIGATION REPORT

The City of Chesterfield has received a petition to establish a Special Business District (SBD) which generally encompasses the proposed Downtown Chesterfield Development, with the notable exception of the Dillard's parcel. The creation of a Special Business District was included and described in the approved Redevelopment Plan for the Chesterfield Regional Tax Increment Financing District as well as the approved development agreement with TSG Downtown Chesterfield Redevelopment LLC. As you are also aware, the City previously established the Wildhorse Village Special Business District after receiving a petition and an affirmative vote of the District property owners within the proposed district. The Wildhorse Village Special Business District is the companion district within the southwest quadrant. Consistent with the purpose of the Wildhorse Village Special Business District, the intent of the Downtown Chesterfield Special Business District is to provide funding to meet the public obligations created by the new development.

The purpose of this survey and investigation report is to determine the nature of and suitable location for the SBD improvements, the approximate cost of acquiring and improving the land therefor, the area to be included in the SBD, the need for and cost of special services, and cooperative promotion activities, and the percentage of the cost of acquisition, special services, and improvements in the SBD which are to be assessed against the property within the SBD and that part of the cost, if any, to be paid by public funds.

As has been discussed publicly and with City Council over the last three years, the Downtown Chesterfield property owners are desirous of transferring the obligations for maintenance of "PUBLIC" improvements to the City of Chesterfield. Acceptance of those obligations would, of course, create both financial and resource deficits within the City. In submitting the petition to establish the Special Business

District, the landowners are, in effect, funding the operation, maintenance, and capital replacement of the improvements with self-generated SBD revenues. This structure also benefits the City, in that it funds the increased municipal obligations associated with the development and the subsequent residences and businesses which reside therein. Please note, that once created, the SBD is a perpetual special district which funds the provision of municipal services. Funds generated by the SBD are only those necessary to provide for the expenses within the district and cannot otherwise offset any existing municipal obligations or expenses.

The SBD may generally provide for certain services and public improvements listed in the Act. The SBD's revenues may be put to use for all qualified and allowable expenditures allowed under the Act including but not limited to:

- Maintenance, repair, and replacements of streets, street lighting, bike paths, and pedestrian pathways;
- Maintenance, repair, and replacement of landscaped center medians within City accepted streets, including irrigation (to the extent they are separable from systems serving other areas not to be maintained by the City);
- Security;
- Legal, insurance, administration, and financial oversight;
- Maintenance, repair, and replacement of the public parking garage;
- Maintenance, repair and replacement of the public park including programming for marketing and events; and
- All other qualified and allowable expenditures of any other special district located within the City, established in accordance with the Special District Act.

All of the foregoing qualified and allowable expenditures shall be spent exclusively within the boundaries of the SBD, provided, however, that legal, insurance, administration and financial oversight expenditures may be spent outside of the boundaries of the special business district as long as they directly relate to the geographical area of the SBD.

Also, the SBD may;

- A. Cooperate with other public agencies and with any industry or business located within the SBD in the implementation of any projects within the SBD.
- B. Enter into agreements with any other public agency, any person, firm, or corporation to effect any of the provisions contained in the Act.
- C. Contract and be contracted with, and to sue and be sued.
- D. Accept gifts, grants, loans, or contributions from the City, the United States of America, the State of Missouri, political subdivisions, foundations, other public or private agencies, individuals, partnerships or corporations.

- E. Employ such managerial, engineering, legal, technical, clerical, accounting, and other assistance as it may deem advisable. The SBD may also contract with independent contractors for any such instance.

It is not anticipated that any land acquisition is required in relation to the Special Business District. The intent of creating the SBD is to fund, to the greatest extent possible, the expenses related to the obligations described herein, where revenues are statutorily limited to \$.85/\$100 assessed valuation. Subject to voter approval and approval by the City of Chesterfield, the City of Chesterfield would administer and be responsible for delivery of these services.

Missouri statutes 71.790 through 71.808 address the creation and operation of Special Business Districts. Once a petition has been received by a municipality, the City may adopt a resolution of intent to establish the district, as requested. The City is then required to schedule a public hearing and notify all owners of record of real property and licensed businesses within the proposed district. The City is then required to conduct a survey and investigation, and file a report with the City Clerk for public inspection, prior to the hearing.

This communication is intended to fulfill the survey, investigation, and report requirements as outlined by State statute. I have compiled information from each department within the City of Chesterfield governmental function and summarized that information to meet the statutory requirements.

Once the public hearing is closed, City Council may adopt an ordinance establishing the SBD, establishing the initial rate of levy to be imposed and ordering an election of the qualified voters to approve the SBD property tax and establishing an election date. A simple majority of those voting is required for approval.

Geographic Description of the proposed Special Business District

The current land parcel of the proposed Special Business District consists of approximately 100 acres which is dominated by the 1976 planned development of Chesterfield Mall, including surrounding ancillary offices and/or restaurant sites.

A graphic legal description has been created and attached hereto for your reference and convenience.

A metes and bounds survey has also been provided, attached immediately following the graphic legal referenced previously,

Description of Planned Improvements

The proposed special business district includes ~100 acres of which is to be developed as a dense, mixed-use development, including:

- 2,538 residential units 300 room hotel
- 3,136,886 sq. ft. of non-residential (retail or office)
 - Includes ~200,000 sq. ft. of distinctive retail
- Public Streets, landscaped islands, streetlighting, sidewalks, on-street parking, irrigation
- Public parking garage ~ 1,068 spaces
- On-Street parking ~ 424 spaces
- ~3 acre park

Development of Downtown Chesterfield is anticipated to include 2,538 residential units, a 300-room hotel, and more than 3 million square feet of commercial uses (office, retail, restaurant). As such, this analysis provides an assessment based on the planned densities at the time of analysis. A development of this size is typically constructed in phases, over an extended period of time. While demolition is scheduled to begin in October of 2024, core infrastructure construction is anticipated to begin in late 2025, and vertical development would likely occur over the subsequent ten-year period.

Existing Levels of Service

Missouri statute 71.798 clearly restricts any city creating a special district from using SBD revenues to decrease the existing level of publicly funded services. Accordingly, it is critically important to develop and document the current level of effort and public services required within the proposed Special Business District.

History of Chesterfield Mall

In 1974, Louis Sachs, a local real estate investor, sold the 60-acre area that would eventually become the 1.3 million square foot Chesterfield Mall (the "Mall") to Richard Jacobs of the Cleveland-based retail developer Richard E. Jacobs Group. The Mall was built and eventually opened in 1976 as the sister mall to Jamestown Mall, located in north St. Louis. The Mall had two original anchor stores: (1) Sears; and (2) Stix, Baer, and Fuller. In 1978, a four-screen cinema opened on an outparcel adjacent to the Mall. In 1981, a Famous-Barr store opened at the Mall. In 1984, Dillard's replaced Stix, Baer, and Fuller. In 1995, a new Famous-Barr store was built adjacent to that store's former space, which JCPenney would later take over. The Mall was renovated in 1996 with upgraded facades, interiors, and amenities. Dillard's remained in operation until 2016 when flood damages caused the temporary closure of the anchor. The temporary closure became permanent in 2017 due to dwindling Mall sales and changes in consumer behavior. Famous-Barr remained a tenant until 2006 when it was replaced by Macy's, which has remained in operation until this year. Other notable former tenants include Houlihan's (97'-14'), California Pizza Kitchen (97'-18'), and Ann Taylor Loft (06'-20').

Ownership

Between 1976 and 2018, the Mall was owned by several groups. The Richard E Jacobs Group sold the Mall to Westfield Group in 2002. In 2008, the Mall was acquired by CBL & Associates Properties. The Mall was placed in receivership in the third quarter of 2016, pending foreclosure. Management was transferred to Madison Marquette while a new owner was sought for the property. The foreclosure was finalized in June 2017, making C-III Capital Partners the temporary owner. In 2018, the Mall was acquired by Hull Property Group. In February 2020, The Staenberg Group closed on a deal to acquire the Mall, most of the Mall's anchor stores, and the Mall's outparcel properties for an undisclosed price. The Dillard's building remains the property of Dillard Department Stores, Inc.

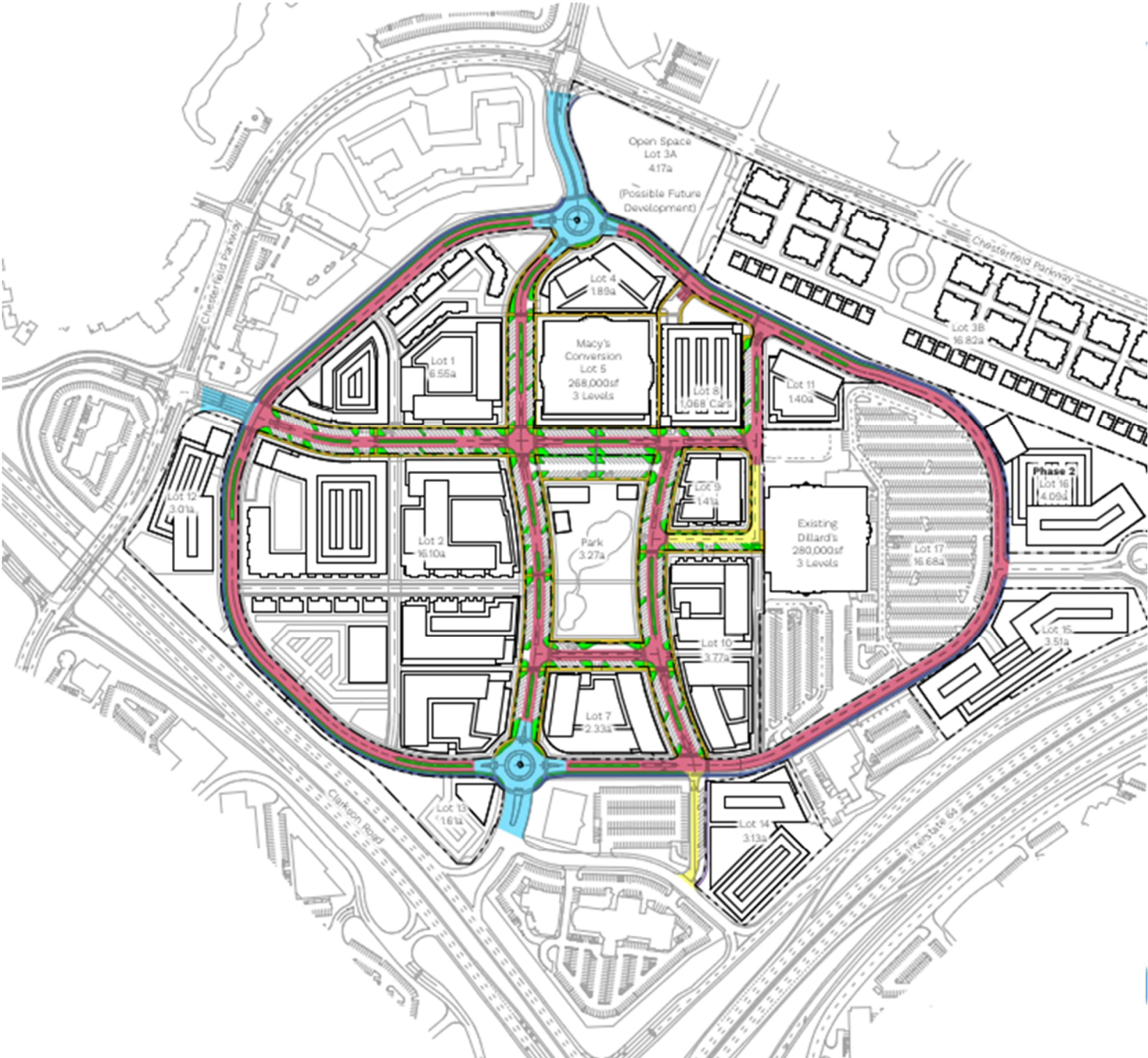
Decline

The Mall's decline can be traced back to 2000 when anchor tenants began to vacate their locations. The four-screen cinema went through an ownership change in the mid-90s which eventually led to the theater's closure on November 5, 2000. Approximately five years later, the Mall's JCPenney store closed, and the space was demolished, which made way for many smaller shops and restaurants, including Borders Books¹. The Cheesecake Factory, an American Girl store, a food court, and a 14- screen AMC Megaplex opened between 2007 and 2018. The AMC Megaplex takes up a third floor that was constructed in 2016. Border's Books closed in 2011 and was replaced with Books-A-Million and, later, V-Stock. In March 2018, American Girl shuttered its location within the Mall. On May 31, 2018, Sears announced it would be closing as part of a plan to close 72 stores nationwide, including the location at the nearby South County Center. The Sears store closed in September 2018, leaving Macy's as the last remaining anchor store.

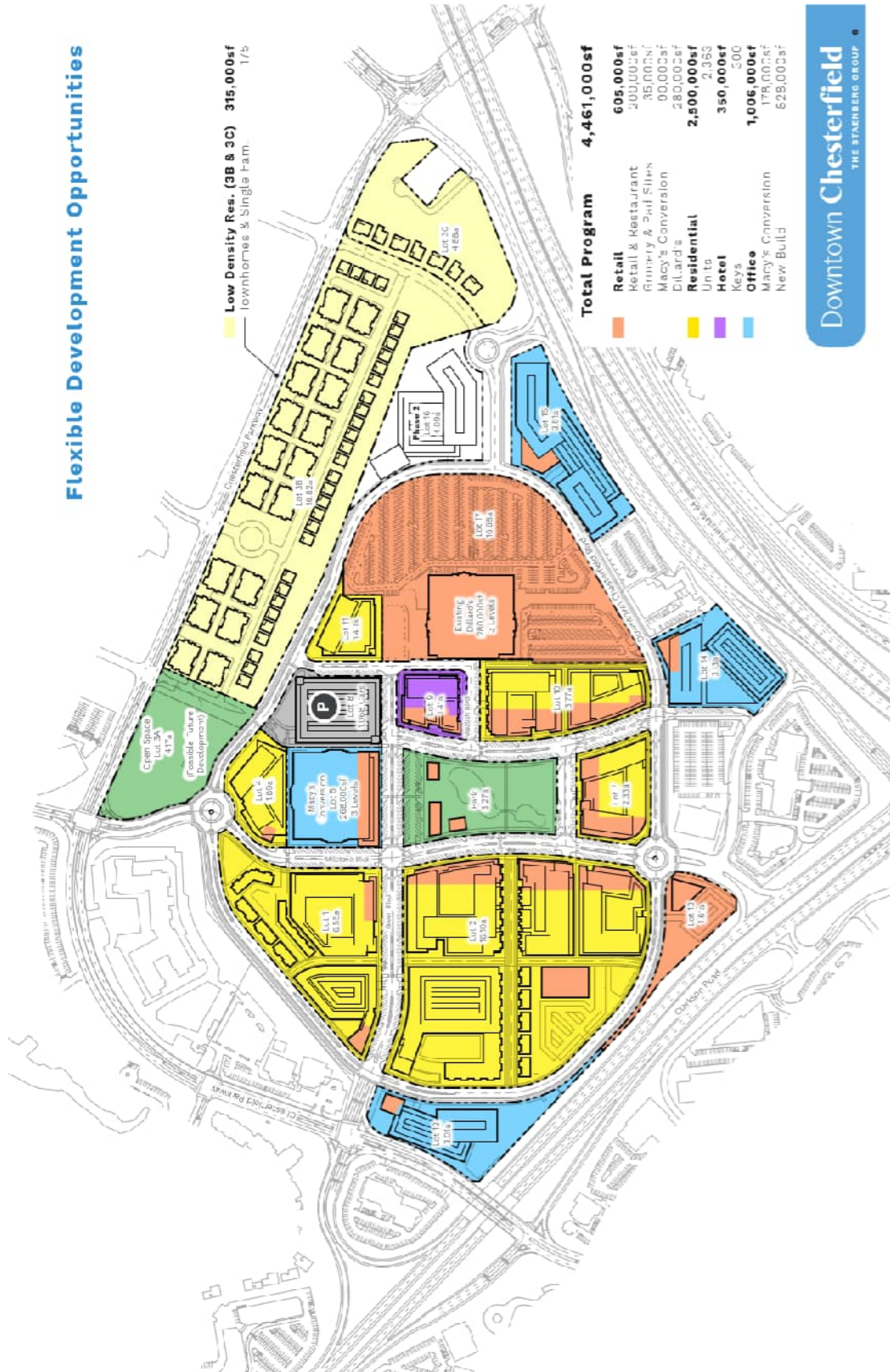
The existing site consists of an obsolete, blighted, enclosed retail mall which originally opened in 1976. There are no existing residential housing, no public recreational facilities. Other than the perimeter patrols by law enforcement, or perhaps an occasional inquiry for code enforcement, there are no municipal services dedicated to this area. Budget analysis has been developed to reflect the additional level of service and the new resources required to provide the necessary capacity to provide a high level of municipal services and oversight

The demolition of Chesterfield Mall is imminent, currently scheduled for demolition to occur in October of 2024. There are a few restaurants and offices which continue to operate outside of the circumferential\perimeter roadway within the boundaries of the special business district. These properties are uniquely and solely served and benefited by the proposed circumferential\perimeter roadway. There are currently no public roadways, amenities, or community facilities located within the proposed Special Business District.

Concept plan for Special Business District



Flexible Development Opportunities





Description of obligations to be funded by the Downtown Chesterfield SBD

- Maintenance, repair, and replacements of streets, street lighting, bike paths, and pedestrian pathways;
- Maintenance, repair, and replacement of landscaped center medians within city accepted streets, including irrigation (to the extent they are separable from systems serving other areas not to be maintained by the City);
- Security;
- Legal, insurance, administration, and financial oversight; and
- All other qualified and allowable expenditures of any other special district located within the City, established in accordance with the Special District Act.
- And, to the extent that generated revenues are available, and as may be recommended by the SBD advisory board:
 - Maintenance, repair, and replacement of the public parking garage;
 - Maintenance, repair and replacement of the public park including programming for marketing and events;

In completing this survey and investigation, it is recognized that each public asset, those physical constructed on-site (e.g. roads, signs, lights, pedestrian ways, seating), and those which are required to provide service (e.g. vehicles and equipment), have an expected service life. As such, the estimates include approximations of the average annual uniform cost for replacement. These values are to be reflected as annual capital replacement expenses. They do not reflect an annual expense, but refer to the annual life cycle expense.

Special Business District Revenues

While the property owner has initiated this petition to establish the Special Business District, it is understood that the tax rate is to be established annually by the Chesterfield City Council, not to exceed the statutory maximum rate of \$.85 per \$100 of assessed valuation. It is explicitly stated that the SBD will have no obligation to fund maintenance, repair, or replacement of any facilities until such time as the infrastructure has been constructed, inspected, and approved by the appropriate agencies, and maintenance obligations will not be incurred until the City of Chesterfield accepts those improvements proposed to be dedicated and accepted by the City. As such, the District anticipates that SBD tax revenues will be implemented in a tax year preceding acceptance of the improvements to ensure that the SBD has accumulated funds in the year prior to incurring maintenance obligations. It is also understood that per Missouri's Hancock amendment, the tax rate may not be increased concurrent with an assessment year, which occurs in odd numbered years. As such, the Council will likely establishment of the initial tax rate in an even numbered year (non-assessment year), proceeding acceptance of any municipal obligations to ensure that funds are accrued prior to incurring any obligation.

When developing this analysis for revenue generation for the proposed business district based, we based our estimates on the petitioners approved concept plan. Throughout this analysis, we have utilized the Developer’s concept development plan to project the composition of development within the SBD.

- 2,538 residential units
 - 300 room hotel
 - 3,136,886 sq. ft. of non-residential (retail or office)

These values were then used to estimate the full built-out composition and an associated market rate, assessment rate, assessed value and finally property tax revenue which could be projected based in 2024 dollars. That revenue can then be compared to the fully built-out projected obligations of the district. Please note, that we’ve estimated the mix of residential and commercial of varying typologies. We have also conservatively applied the market value of \$225/sq. ft. for both office and retail. This intends to underestimate the potential revenue generation from new office development, which would typically be valued at significantly higher rates. However, since the mix of Commercial\retail is unknown, we applied the lesser, more conservative value to the cumulative total. Likewise, the residential mix is also uncertain, so for analysis purposes we weighted the mix heavily towards the lowest cost, rental market values. It should be understood that this composition is not intended to represent the proposed development mix, but to represent a conservative revenue generating mix for forecasting purposes.

Fully built Out Revenue Estimate

	Units	Count	Market Value	Rate	Assessed Value	0.85 per \$100 valuation
Residential						
single family	Count	27	\$1,000,000	0.19	\$5,130,000	\$43,605
condominium	Count	300	\$700,000	0.19	\$39,900,000	\$339,150
rentals	Count	2,211	\$275,000	0.19	\$115,524,750	\$981,960
Hotel						
	Rooms	300	\$70,000	0.32	\$6,720,000	\$57,120
Commercial						
office or retail	Sq. Ft.	3,136,886	\$225	0.32	\$225,855,792	\$1,919,774
TOTAL						\$3,341,610

Estimated future expenditures

For the purpose of this survey and investigation report, each municipal department was tasked with estimating the cost of providing services and maintaining the facilities as proposed by the SBD petition. It should be noted and understood that acceptance of these maintenance responsibilities is not expected to occur immediately and will likely occur in phases over the next decade. Full development is expected to occur over a 10 to 15 year period. The expense to provide the services requested has been estimated for full build-out, in 2024 dollar values (e.g. those estimates will be inflated due to the time interval between 2024 and when the obligation occurs). It is also understood that while the anticipated capacity is estimated for full buildout, the capacity will be developed over time, in phases, based on need and revenue generation. Obviously, that assumption ensures that expenses parallel and do not exceed the revenue generation of the SBD.

Downtown Chesterfield Special Business District
 expense forecast

	Law Enforcement	Public Works	Parks, Rec & Arts	Planning	Info Tech	Fin Admin
PERSONNEL	\$1,015,664	\$135,000	\$175,000	\$94,000	\$0	\$94,000
CONTRACTUAL	\$25,000	\$675,000	\$3,600	\$2,851	\$25,000	\$23,500
COMMODITIES	\$30,000	\$0	\$75,000	\$2,851	\$15,000	\$23,500
CAPITAL	\$6,250	\$18,000	\$13,659	\$0	\$5,000	\$0
ANNUALIZED CAPITAL REPL.	\$131,250	\$375,000	\$15,000	\$0	\$0	\$0
TOTAL	\$1,208,164	\$1,203,000	\$282,259	\$99,703	\$45,000	\$141,000

Total forecasted SBD Expenses \$2,979,126

The costs described in each department’s analysis is not intended to reflect a future annual budget request, but a current representation of those departmental expenditures that would be expected. The individual breakdown of expenditures between personnel, contractual, commodities, and capital will certainly vary. In addition, amounts for Capital replacement represent future annualized costs, but are not intended to represent an expense in a specific year. Finally, it should be clear that SBD budgets must be reconciled with annual revenues and fund balances. It should also be understood that the mode of providing these services has not been finalized. It may well be the case that public works determines that street maintenance within the SBD should be conducted by contractual methods as contrasted to doing so with in-house forces. Similar management decisions would be considered in each area. Those decisions would be made prior to the initiation of any municipal obligations.

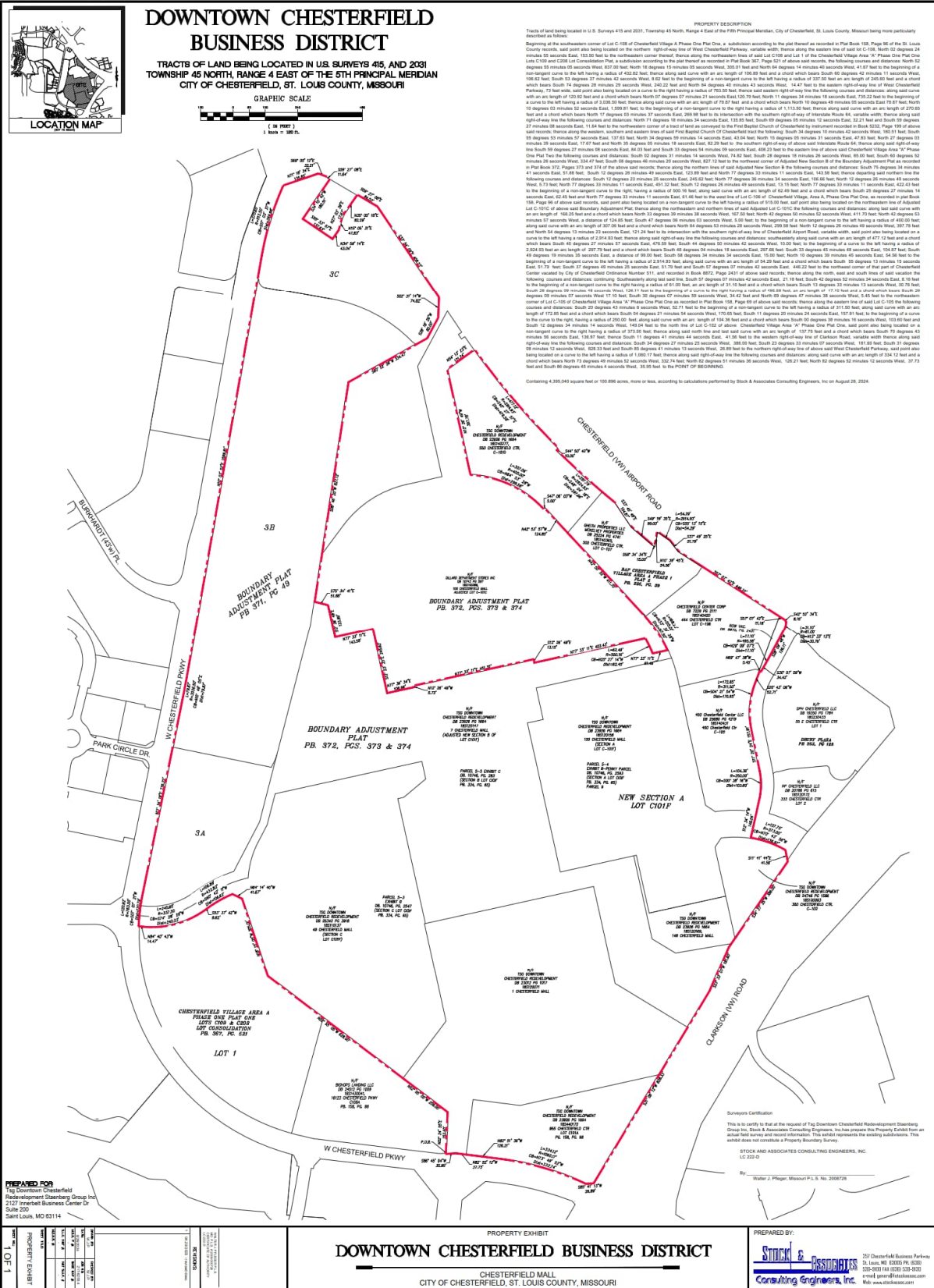
The departmental estimates also reflect that the expenditures are not expanded linearly, that a portion of the overall expenditures are fixed over-head and embedded expenditures that would not increase proportionally with the addition of the SBD.

Finally, it should also be noted that there are other revenues, albeit limited, that will be derived from the development. There will certainly be a nominal increase in utility taxes, although it should be recognized that initially, 50% of any increase is to be directed towards the Chesterfield Regional TIF. The City of Chesterfield receives no property taxes, so there are no associated increases in municipal property taxes from the development. Finally, much like the utility taxes, the development will generate additional sales taxes, although the total proportion of retail space within the southwest quadrant is not expected to increase significantly. Regardless, the development will generate additional sales taxes. However, it should be acknowledged that the City will not receive the additional proportion of the County-wide sales tax until after the 2030 census. With regard to the local 1% sales tax, 50% of any increase will be diverted to the Chesterfield Regional TIF during its existence.

Conclusion:

Based upon our rigorous analysis, it is clear that the SBD is expected to adequately fund the services requested in the landowner's petition after full build-out. Clearly the SBD allows the City to provide the necessary services to the landowners, residents, and businesses within the development footprint, but it is also beneficial to the existing businesses and residents of Chesterfield in that their service levels are not detrimentally impacted by the increased demands.

Downtown Chesterfield – Special Business District Survey and Investigation Report September 19, 2024 Page 13



PREPARED FOR:
TAG Downtown Chesterfield
Redevelopment Spenberg Group Inc
2127 Intersect Business Center Dr
Suite 200
Saint Louis, MO 63114

DATE	DESCRIPTION
10/1/24	PROPERTY EXHIBIT
09/19/24	PROPERTY EXHIBIT

DOWNTOWN CHESTERFIELD BUSINESS DISTRICT

CHESTERFIELD MALL
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

PREPARED BY:
Stock & Associates
Consulting Engineers, Inc.
2501 Chesterfield Business Park
St. Louis, MO 63124
314-425-1100 FAX 314-425-8100
e-mail: info@stockandassoc.com
Web: www.stockandassoc.com

PROPERTY DESCRIPTION

Tracts of land being located in U.S. Surveys 415 and 2031, 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 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 432.82 feet; thence along said curve with an arc length of 106.89 feet and a chord which bears South 60 degrees 42 minutes 11 seconds West, 106.62 feet; South 53 degrees 37 minutes 42 seconds West, 8.62 feet to the beginning of a non-tangent curve to the left having a radius of 337.50 feet an arc length of 245.60 feet and a chord which bears South 74 degrees 28 minutes 29 seconds West, 240.22 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 said eastern right-of-way line the following courses and distances: along said curve with an arc length of 120.92 feet and a chord which bears North 07 degrees 07 minutes 21 seconds East, 120.79 feet; North 11 degrees 34 minutes 18 seconds East, 735.22 feet to the beginning of a curve to the left having a radius of 3,036.50 feet; thence along said curve with an arc length of 79.87 feet and a chord which bears North 10 degrees 49 minutes 05 seconds East 79.87 feet; North 10 degrees 03 minutes 52 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; thence along said curve with an arc length of 270.65 feet and a chord which bears North 17 degrees 03 minutes 37 seconds East, 269.98 feet to its intersection with the southern right-of-way of Interstate Route 64, variable width; thence along said right-of-way line the following courses and distances: North 71 degrees 18 minutes 34 seconds East, 135.85 feet; South 69 degrees 05 minutes 12 seconds East, 32.21 feet and South 59 degrees 27 minutes 08 seconds East, 11.64 feet to the northwestern corner of a tract of land as conveyed to the First Baptist Church of Chesterfield by instrument recorded in Book 5232, Page 199 of above said records; thence along the western, southern and eastern lines of said First Baptist Church Of Chesterfield tract the following: South 34 degrees 10 minutes 42 seconds West, 180.51 feet; South 55 degrees 53 minutes 57 seconds East, 137.63 feet; North 34 degrees 59 minutes 14 seconds East, 43.04 feet; North 15 degrees 05 minutes 31 seconds East, 47.83 feet; North 27 degrees 03 minutes 39 seconds East, 17.67 feet and North 35 degrees 05 minutes 18 seconds East, 82.29 feet to the southern right-of-way of above said Interstate Route 64; thence along said right-of-way line South 59 degrees 27 minutes 08 seconds East, 84.03 feet and South 33 degrees 54 minutes 09 seconds East, 408.23 feet to the eastern line of above said Chesterfield Village Area "A" Phase One Plat Two the following courses and distances: South 02 degrees 31 minutes 14 seconds West, 74.82 feet; South 28 degrees 18 minutes 26 seconds West, 85.00 feet; South 60 degrees 52 minutes 26 seconds West, 334.47 feet; South 08 degrees 46 minutes 20 seconds West, 827.12 feet to the

northwest corner of Adjusted New Section B of the Boundary Adjustment Plat as recorded in Plat Book 372, Pages 373 and 374 of the above said records; thence along the northern lines of said Adjusted 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 said northern line 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; North 12 degrees 26 minutes 49 seconds West, 5.73 feet; North 77 degrees 33 minutes 11 seconds East, 451.32 feet; South 12 degrees 26 minutes 49 seconds East, 13.15 feet; North 77 degrees 33 minutes 11 seconds East, 422.43 feet to the beginning of a non-tangent 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 and North 77 degrees 33 minutes 11 seconds East, 61.46 feet to the west line of Lot C-106 of Chesterfield Village, Area A, Phase One Plat One, as recorded in plat Book 158, Page 96 of above said records, said point also being located on a non-tangent curve to the left having a radius of 515.00 feet, said point also being located on the northeastern line of Adjusted Lot C-101C of above said Boundary Adjustment Plat; thence along the northeastern and northern lines of said Adjusted Lot C-101C the following courses and distances: along last said curve with an arc length of 168.25 feet and a chord which bears North 33 degrees 39 minutes 38 seconds West, 167.50 feet; North 42 degrees 50 minutes 52 seconds West, 411.70 feet; 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; North 12 degrees 26 minutes 49 seconds West, 397.78 feet and North 54 degrees 13 minutes 23 seconds East, 121.24 feet to its intersection with 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 297.79 feet and a chord which bears South 48 degrees 04 minutes 18 seconds East, 297.66 feet; South 33 degrees 45 minutes 48 seconds East, 104.87 feet; South 49 degrees 19 minutes 35 seconds East, a distance of 99.00 feet; South 58 degrees 34 minutes 34 seconds East, 15.00 feet; North 10 degrees 39 minutes 45 seconds East, 54.56 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 54.29 feet and a chord which bears South 55 degrees 13 minutes 15 seconds East, 51.79 feet; South 37 degrees 49 minutes 25 seconds East, 51.79 feet and South 57 degrees 07 minutes 42 seconds East, 446.22 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 last 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 09 minutes 07 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, 5.45 feet to the northeastern corner of Lot C-105 of Chesterfield Village Area "A" Phase One Plat One as recorded in Plat Book 158, Page 69 of above said records; thence along the eastern line of said Lot C-105 the following courses and distances: South 20 degrees 43 minutes 6 seconds West, 52.71 feet to the beginning of a non-tangent curve to the left having a radius of 311.50 feet; along said curve with an arc length of 172.85 feet and a chord which bears South 04 degrees 21 minutes 54 seconds West, 170.65 feet; South 11 degrees 20 minutes 24 seconds East, 157.91 feet; to the beginning of a curve to the curve to the right, having a radius of 250.00 feet; along said curve with an arc length of 104.36 feet and a chord which bears South 00 degrees 38 minutes 16 seconds West, 103.60 feet and South 12 degrees 34 minutes 14 seconds West, 149.04 feet to the north line of Lot C-102 of above Chesterfield Village Area "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 08 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 4,395,040 square feet or 100.896 acres, more or less, according to calculations performed by Stock & Associates Consulting Engineers, Inc on August 29, 2024.

Map of SBD Boundaries

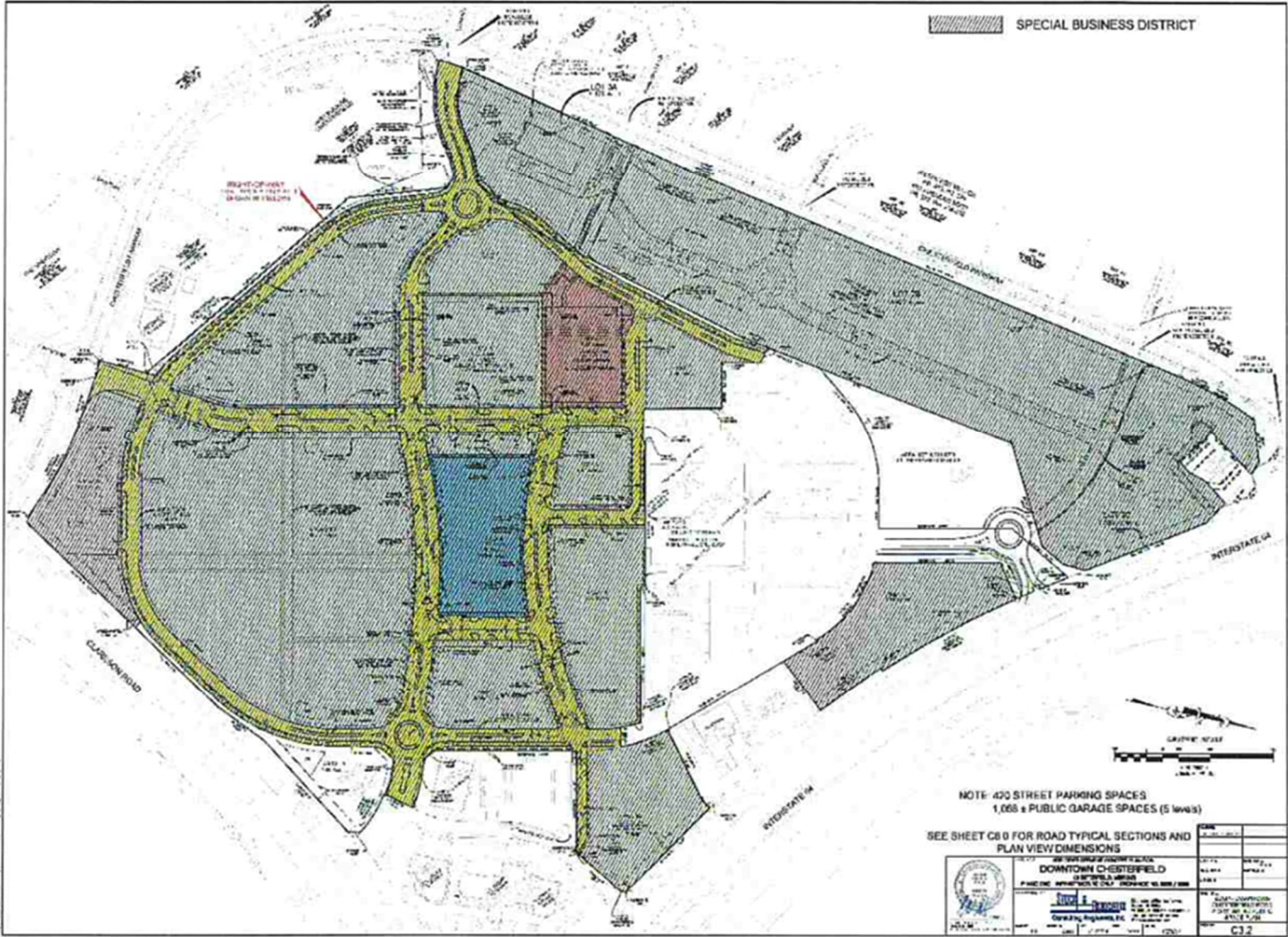


EXHIBIT 3

District's Legal Description

(Attached hereto.)

PROPERTY DESCRIPTION

Tracts of land being located in U.S. Surveys 415 and 2031, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

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