



**AGENDA**  
**CITY COUNCIL MEETING**  
Chesterfield City Hall  
690 Chesterfield Parkway West  
Tuesday, April 22, 2025  
7:00 PM

- I. CALL TO ORDER** - Mayor Bob Nation
- II. PLEDGE OF ALLEGIANCE** - Mayor Bob Nation
- III. MOMENT OF SILENT PRAYER** - Mayor Bob Nation
- IV. ROLL CALL** - City Clerk Vickie McGownd
- V. APPROVAL OF MINUTES** - Mayor Bob Nation
  - A.** City Council Meeting Minutes - March 17, 2025
  - B.** Executive Session Meeting Minutes – March 17, 2025
- VI. INTRODUCTORY REMARKS** - Mayor Bob Nation
  - A.** Monday, May 5, 2025 – City Council (7:00pm)
  - B.** Thursday, May 8, 2025 – Planning & Public Works (5:30pm)
- VII. COMMUNICATIONS AND PETITIONS** - Mayor Bob Nation
- VIII. SWEARING IN CEREMONY** - Honorable Mark Gaertner, Municipal Judge
  - A.** Mayor Dan Hurt  
Councilmember Barbara McGuinness, Ward I  
Councilmember Patricia Tocco, Ward II  
Councilmember Lane Koch, Ward III  
Councilmember Gary Budoor, Ward IV
- IX. ROLL CALL** - City Clerk Vickie McGownd
- X. TEMPORARY ADJOURNMENT - RECEPTION** - Mayor Dan Hurt
- XI. RECONVENE MEETING** - Mayor Dan Hurt

## **XII. APPOINTMENTS - Mayor Dan Hurt**

## **XIII. COUNCIL COMMITTEE REPORTS**

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

1. Proposed Bill No. 3540 – P.Z. 09-2024 14001 Olive Blvd. (BlueOnx Development LLC): An ordinance repealing City of Chesterfield Ordinance Number 3143 for a “PUD” Planned Unit Development and creating a new “PUD” Planned Unit Development for 29.4 acres located north of Olive Blvd and east of Hog Hollow Road (16R340151). [P.Z. 09-2024 14001 Olive Blvd. (BluOnx Development LLC)]. (First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.
2. Wildhorse Village, Lot 2B-2 (Audere II): A Site Development Section Plan, Landscape Plan, Lighting Plan, and Architectural Elevations for a 0.69-acre tract of land zoned “PC&R” – Planned Commercial and Residence District located southeast of the intersection of Parkview Terrace and Wildhorse Lake Blvd. (Ward 4) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.

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

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

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

1. Proposed Bill No. 3535 – An Ordinance of the City of Chesterfield, Missouri, amending certain sections of Article V unfit buildings in the City of Chesterfield. (Second Reading) Public Health and Safety Committee recommends approval.
2. Proposed Bill No. 3536 – An Ordinance of the City of Chesterfield, Missouri, amending section 205.120 to require dogs to remain on a leash. (Second Reading) Public Health and Safety Committee recommends approval.



3. Proposed Bill No. 3537 – An Ordinance of the City of Chesterfield, Missouri, prohibiting sleeping on or adjacent to City right-of-way, enacting a new section of code 210.560 related thereto, and prohibiting camping on city property without a permit, amending section 220.120 related thereto. (Second Reading) Public Health and Safety Committee recommends approval.

#### **XIV. REPORT FROM THE CITY ADMINISTRATOR - Mike Geisel**

- A. Excess Check Report – March 2025
- B. Emergency Purchase – D1 Field Repair – Per the City Administrator’s email notification on 3/31/2025, and as required by City purchasing policy, an emergency repair to athletic field D1 was authorized to ensure player safety and to minimize additional damages to the synthetic field. As a result, this repair necessitates a request for a budget amendment, transferring \$4,953 from Parks Fund – Fund Reserves to Parks Fund, Sports and Wellness Division Maintenance and Repair account, 089-5247. (Roll Call Vote)
- C. Liquor License – Paddle Up Pickleball Club – 17057 N. Outer 40 Rd – has requested a new liquor license for retail sale of malt liquor (beer only, light wine, drinks to be consumed on premise and Sunday sales. There are no known outstanding municipal violations at this location. (Voice Vote)
- D. Liquor License – O’LOVE – 135 Chesterfield Towne Ctr – has requested a new liquor license for retail sale of all kinds of intoxicating liquor. There are no known outstanding municipal violations at this location. (Voice Vote)
- E. Easement Modification – CVAC Circumferential Roadway – Recommendation to authorize the City Administrator to execute the easement modification agreement for the “Ring Road” around the Chesterfield Valley Athletic Complex. (Roll Call Vote)

#### **XV. OTHER LEGISLATION**

- A. Proposed Bill No. 3541 – Carshield: An ordinance providing for the

vacation of a drainage easement as established by Book 17693, Page 3272 located on Lot A of Carshield in Chesterfield as per Plat Book 372, Page 303 of St. Louis County Records, City of Chesterfield, St. Louis County, Missouri. (First & Second Readings) Planning Department recommends approval.

## **XVI. UNFINISHED BUSINESS**

## **XVII. NEW BUSINESS**

### **A. President Pro-Tem Selection**

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

### **B. Standing Committees**

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

## **XVIII. ADJOURNMENT**

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

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

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



## **RECORD OF PROCEEDING**

---

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

**MARCH 17, 2025**

---

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

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

A roll call was taken with the following results:

#### **PRESENT**

#### **ABSENT**

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

#### **APPROVAL OF MINUTES**

The minutes of the March 3, 2025 City Council meeting were submitted for approval. Councilmember Hansen made a motion, seconded by Councilmember Moore, to approve the March 3, 2025 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

## **INTRODUCTORY REMARKS**

Mayor Nation announced that the general municipal election is scheduled for Tuesday, April 8, and encouraged everyone to vote.

Mayor Nation announced that the next meeting of City Council is scheduled for Tuesday, April 22, at 7 p.m.

## **COMMUNICATIONS AND PETITIONS**

Mayor Nation read a communication from former Florissant Mayor Tom Schneider in opposition to St. Louis County Proposition B.

Ms. Patricia Tocco, 17420 Whitebrook, spoke regarding the City's actions and position related to the curb bump outs constructed by the Missouri Department of Transportation (MoDOT).

Mr. Dan Hubbard, 16420 Brandsford Pt., spoke regarding the City's actions and position related to the curb bump outs constructed by MoDOT.

Mr. Ben Murphy, 15696 Silver Lakes Ct., spoke in support of residents' rights to raise chickens in the City of Chesterfield.

## **APPOINTMENTS**

There were no appointments scheduled for this meeting.

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

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

|               |                                                                                                                                                                                                                                                                                                                              |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bill No. 3532 | Amends Section 405.03.050 Overlay Districts and Zoning Procedures of the Municipal Code pertaining to Landmark and Preservation Area (LPA) and Chesterfield Historic (H) Designation<br><b>(Second Reading) Planning Commission recommends approval.</b><br><b>Planning &amp; Public Works Committee recommends approval</b> |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Councilmember Dan Hurt, Chairperson of the Planning & Public Works Committee, made a motion, seconded by Councilmember Hansen, for the second reading of Bill No. 3532. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3532 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3532 with the following results: Ayes – McGuinness, Hurt, Moore, Mastorakos, Monachella, Budoor, Hansen and Wahl. Nays – None. Whereupon Mayor Nation declared Bill No. 3532 approved, passed it and it became **ORDINANCE NO. 3322**.

Bill No. 3533      Pertains to Spire at W.F. Dierberg Meditation Park (13703 Olive Boulevard) in the City of Chesterfield **(Second Reading) Planning & Public Works Committee recommends approval**

Councilmember Hurt made a motion, seconded by Councilmember Monachella, for the second reading of Bill No. 3533. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3533 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3533 with the following results: Ayes – Monachella, Hurt, Budoor, Wahl, Moore, Hansen, McGuinness and Mastorakos. Nays – None. Whereupon Mayor Nation declared Bill No. 3533 approved, passed it and it became **ORDINANCE NO. 3323**.

Bill No. 3534      Amends the Traffic Generation Assessment (“TGA”) Trust Fund Rate Schedule of the City of Chesterfield, Missouri **(Second Reading) Planning & Public Works Committee recommends approval**

Councilmember Hurt made a motion, seconded by Councilmember Budoor, for the second reading of Bill No. 3534. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3534 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3534 with the following results: Ayes – Moore, Monachella, Mastorakos, Hansen, McGuinness, Wahl, Budoor and Hurt. Nays – None. Whereupon Mayor Nation declared Bill No. 3534 approved, passed it and it became **ORDINANCE NO. 3324**.

Councilmember Mastorakos made a motion, seconded by Councilmember Moore, to authorize the Intergovernmental Agreement with the Library District. A roll call vote was taken with the following results: Ayes – Hurt, Moore, Mastorakos, Wahl, Budoor, Hansen, McGuinness and Monachella. Nays – None. Mayor Nation declared the motion passed.

Councilmember Hurt announced that the next meeting of this Committee, scheduled for Thursday, March 20, at 5:30 p.m., has been cancelled.

### **Finance & Administration Committee**

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

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

Councilmember Gary Budoor, Chairperson of the Parks, Recreation & Arts Committee, made a motion, seconded by Councilmember Hansen, to accept the 2025 art draft selection, *To Bee, or Not to Bee* by Alexander Mendez. A roll call vote was taken with

the following results: Ayes – Hansen, McGuinness, Hurt, Wahl, Budoor, Monachella, Mastorakos and Moore. Nays – None. Mayor Nation declared the motion passed.

Councilmember Budoor made a motion, seconded by Councilmember Moore, to expand the Community Garden at Eberwein Park and to approve a budget transfer from the Parks Fund Fund Reserve in the amount of \$4,800 to account 119-084-5313. A roll call vote was taken with the following results: Ayes – Wahl, Hansen, McGuinness, Moore, Hurt, Budoor, Mastorakos and Monachella. Nays – None. Mayor Nation declared the motion passed.

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

Bill No. 3535      Amends certain sections of Article V unfit buildings in the City of Chesterfield **(First Reading) Public Health and Safety Committee recommends approval**

Councilmember Aaron Wahl, Chairperson of the Public Health & Safety Committee, made a motion, seconded by Councilmember Monachella, for the first reading of Bill No. 3535. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3535 was read for the first time.

Bill No. 3536      Amends section 205.120 to require dogs to remain on a leash **(First Reading) Public Health and Safety Committee recommends approval**

Councilmember Wahl made a motion, seconded by Councilmember Moore, for the first reading of Bill No. 3536. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3536 was read for the first time.

Bill No. 3537      Prohibits sleeping on or adjacent to City right-of-way, enacting a new section of code 210.560 related thereto, and prohibits camping on city property without a permit, amending section 220.120 related thereto **(First Reading) Public Health and Safety Committee recommends approval**

Councilmember Wahl made a motion, seconded by Councilmember Moore, for the first reading of Bill No. 3537. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3537 was read for the first time.

Councilmember Wahl made a motion, seconded by Councilmember Budoor, directing staff to install a rectangular rapid flashing beacon and two additional no parking signs, funded by a budget transfer in the amount of \$5,300 from General Fund Fund Reserves. A roll call vote was taken with the following results: Ayes – Budoor, Monachella, Hurt, Wahl, McGuinness, Mastorakos, Hansen and Moore. Nays – None. Mayor Nation declared the motion passed.

## **REPORT FROM THE CITY ADMINISTRATOR**

Councilmember Mastorakos made a motion, seconded by Councilmember Moore, to execute an Engineering Services contract with Oates Associates in an amount not to exceed \$479,000, \$303,000 to be expensed in 2025, as recommended by the Director of Public Works after completing the Request for Qualifications (RFQ) and interview process. A roll call vote was taken with the following results: Ayes – Monachella, Hansen, Hurt, McGuinness, Budoor, Mastorakos, Moore and Wahl. Nays – None. Mayor Nation declared the motion passed.

Councilmember Moore made a motion, seconded by Councilmember Monachella, to authorize an agreement with PGAV for a Professional Planning Study related to redevelopment of The Wedge, at a cost not to exceed \$18,000, funded by a budget adjustment from General Fund Fund Reserves. A roll call vote was taken with the following results: Ayes – Budoor, Mastorakos, Hurt, Hansen, Monachella, Wahl, McGuinness and Moore. Nays – None. Mayor Nation declared the motion passed.

### **OTHER LEGISLATION**

Bill No. 3538            Provides for the approval of a Boundary Adjustment Plat for the consolidation of two parcels totaling 4.24-acres zoned “C8” Planned Commercial (18S130191, 18T340333) **(First & Second Reading)**  
**Department of Planning recommends approval**

Councilmember Hansen made a motion, seconded by Councilmember Moore, for the first and second readings of Bill No. 3538. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3538 was read for the first and second time. A roll call vote was taken for the passage and approval of Bill No. 3538 with the following results: Ayes – Monachella, Wahl, Moore, Hansen, McGuinness, Hurt, Budoor and Mastorakos. Nays – None. Whereupon Mayor Nation declared Bill No. 3538 approved, passed it and it became **ORDINANCE NO. 3325**.

Bill No. 3539            Provides for the approval of a Boundary Adjustment Plat for the consolidation of four parcels totaling 5.04-acres zoned “PC” Planned Commercial (17W610094, 17W610104, 17W620246, 17W620235)  
**(First & Second Reading) Department of Planning recommends approval**

Councilmember Budoor made a motion, seconded by Councilmember Hansen, for the first and second readings of Bill No. 3539. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3539 was read for the first and second time. A roll call vote was taken for the passage and approval of Bill No. 3539 with the following results: Ayes – Hansen, Wahl, McGuinness, Monachella, Moore, Budoor, Mastorakos and Hurt. Nays – None. Whereupon Mayor Nation declared Bill No. 3539 approved, passed it and it became **ORDINANCE NO. 3326**.



**UNFINISHED BUSINESS**

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

**NEW BUSINESS**

There was no new business.

**ADJOURNMENT**

There being no further business to discuss, Mayor Nation adjourned the meeting at 8:11 p.m.

---

Mayor Bob Nation

**ATTEST:**

---

Vickie McGownd, City Clerk

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

## MEMORANDUM

TO: Mike Geisel, City Administrator

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

SUBJECT: Planning and Public Works Committee Meeting Summary  
Thursday, April 3, 2025



---

A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday April 3, 2025 in Conference Room 101.

In attendance:

**Chair Dan Hurt** (Ward III)  
**Councilmember Mary Monachella** (Ward I)  
**Councilmember Mary Ann Mastorakos** (Ward II)  
**Councilmember Merrell Hansen** (Ward IV)  
Justin Wyse, Director of Planning  
Alyssa Ahner, Senior Planner  
Shilpi Bharti, Planner  
Theresa Barnicle, Executive Assistant  
George Stock, Stock & Associates  
Nick Dalba, Fisher Homes  
Kyle Brown, Developer - BluOnx

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

### **I. APPROVAL OF MEETING SUMMARY**

#### **A. Approval of the March 6, 2025 Committee Meeting Summary**

Councilmember Hansen made a motion to approve the Meeting Summary of March 6, 2025. The motion was seconded by Councilmember Monachella and **passed** by a voice vote of 3-0.

Councilmember Mastorakos was absent from the March 6, 2025 meeting and thus abstained from voting.

### **II. UNFINISHED BUSINESS**

There was no unfinished business at this time.

### III. NEW BUSINESS

- A. P.Z. 09-2024 14001 Olive Blvd. (BluOnx Development LLC):** A request for an ordinance amendment to the existing “PUD” Planned Unit District to new “PUD” Planned Unit District for a 29.4-acre parcel located on the north side of Olive Blvd (Ward 1).

#### **DISCUSSION**

This new business item was discussed second with consensus of the committee.

Planner Shilpi Bharti presented the request for an ordinance amendment for the parcel located at 14001 Olive Blvd., which is north of Olive Blvd. and east of Hog Hollow Road. The ordinance is amended to reduce the total number of residential units from 100 to 81, reduce the area for single-family attached homes from 7,500 sq. ft. to 6,000 sq. ft., and increase the setback for single-family detached homes. Detail request is provided in the packet. The Public Hearing on the petition was held on January 13, 2025, during which two issues were raised. One issue was regarding making a left turn on Olive, and the second was to provide a fence along the southwest corner to screen the view of the property at 14015 Olive Blvd. The Planning Commission approved the petition on March 24, 2025. The revised PDP includes more green space and eliminates multi-family units from the previously approved PDP which was approved with the ordinance 3143.

The committee raised concerns about parking, particularly since the home designs feature one-car garages and the community has limited street parking. Mr. George Stock of Stock & Associates addressed the issue, explaining that additional driveway parking and standard-width streets would be available for parking. Despite this, the committee expressed concerns about potential parking challenges during holidays and special events. The developer also highlighted the affordability challenges, noting the high cost of land and the need for efficient design.

Councilmember Monachella mentioned that in discussions with Ward I residents, particularly those from neighboring areas, there was a strong desire to see the land developed to replace the current vacant lots. However, traffic concerns remained a significant issue. The committee also expressed interest in exploring solutions to mitigate traffic issues at the development's entrance.

**Councilmember Monachella made a motion to approve P.Z. 09-2024 14001 Olive Blvd. (BluOnx Development LLC) to City Council with a recommendation to approve. The motion was seconded by Councilmember Hansen and passed by a voice vote of 3-1 with Councilmember Mastorakos voting nay.**

**[Please see the attached report prepared by Shilpi Bharti, Planner, for additional information on P.Z. 09-2024 14001 Olive Blvd (BluOnx Development LLC).]**

- B. Wildhorse Village, Lot 2B-2 (Audere II):** A Site Development Section Plan, Landscape Plan, Lighting Plan, and Architectural Elevations for a 0.69-acre tract of land zoned “PC&R” – Planned Commercial and Residence District located southeast of the intersection of Parkview Terrace and Wildhorse Lake Blvd. (Ward 4)

## **DISCUSSION**

This new business item was discussed first with consensus of the committee.

Senior Planner, Alyssa Ahner detailed a proposed new development in her presentation to the committee. This second phase of the development, called Audere II, will be a new 16-unit multi-family building within the Wildhorse Village development. The building will be approximately 62 feet tall and include a 32-space internal parking garage. It is positioned close to Wildhorse Lake Blvd, in line with site-specific regulations. The building materials will feature brick, wood siding, metal panels, and stained concrete. This design mirrors a similar 16-unit building approved in 2022 on Lot 2B-1, which is part of the adjacent development, The Audere, now nearing completion.

The committee expressed a generally positive response to the building's design but emphasized the importance of accurately representing the final landscaping and screening of the rooftop mechanical equipment in the proposed renderings. This can be accomplished by thoroughly reviewing the landscaping plan to ensure proper screening of the concrete base while preventing issues with deep roots and sidewalk damage. Additionally, the committee highlighted that this area is highly visible from both roadways and walking trails, so it is essential to maintain the visual integrity of the surroundings.

Councilmember Hansen asked for clarification on the sidewalk that leads down to the lake after the topic of who could use the path was brought up at Planning Commission. Staff communicated that the City is requiring a cross access easement between Lot 2B-1 and Lot 2B-2 in case they should ever not be owned by the same entity. However, the path is ultimately located on private property and would not share the same public access easement that the trail around the lake has.

**Councilmember Hansen made a motion to forward Wildhorse Village, Lot 2B-2 (Audere II) to City Council with a recommendation to approve as submitted. The motion was seconded by Councilmember Monachella and passed by a voice vote of 4-0.**

**[Please see the attached report prepared by Alyssa Ahner, Senior Planner, for additional information on Wildhorse Village, Lot 2B-2 (Audere II).]**

## **IV. OTHER**

There was no other business at this time.

## **V. ADJOURNMENT**

The meeting adjourned at 6:36 p.m.

# Memorandum

## Department of Planning



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

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

**Date:** April 22, 2025

**RE:** **P.Z. 09-2024 14001 Olive Blvd. (BluOnx Development LLC):** A request for an ordinance amendment to the existing “PUD” Planned Unit Development to new “PUD” Planned Unit Development for a 29.4-acre parcel located on the north side of Olive Blvd (Ward 1).

### **Summary**

Stock & Associates Consulting Engineers, Inc. on behalf of BluOnx Development LLC, has submitted a request for an ordinance amendment for an existing “PUD - Planned Unit Development” comprised of 29.4 acres and located north of Olive Boulevard. The ordinance amendment is to modify the density requirements, and development standards of Ordinance 3143. Modification to the density requirements reduces the total number of residential lots from 100 units to 81 units. Additionally, the request is to reduce the minimum lot size requirement from 7,500 square feet to 6,000 square feet for detached single-family homes and include a minimum requirement of 1,740 square feet for attached single-family homes.



Figure 1: Subject Site

A Public Hearing was held on January 13, 2025 for this petition, during which the City of Chesterfield Planning Commission raised issues regarding:

- Traffic impact on Olive Blvd.
- Provide fence and dense trees along the west portion of the subject site to screen the view of the property, 14015 Olive Blvd., from residents of the proposed development.

The applicant’s response to each issue and modification request were discussed at the March 24, 2025 Planning Commission meeting. Planning Commission voted to approve the modification request and this petition as presented by a vote of 7-1.

On April 03, 2025, the petition was brought before the Planning & Public Works Committee. The motion to approve the petition, passed by a vote 3-1.

Attachments: Legislation  
Attachment A  
Attachment B – Preliminary Development Plan

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

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

**AN ORDINANCE REPEALING CITY OF CHESTERFIELD ORDINANCE NUMBER 3143 FOR A “PUD” PLANNED UNIT DEVELOPMENT AND CREATING A NEW “PUD” PLANNED UNIT DEVELOPMENT FOR 29.4 ACRES LOCATED NORTH OF OLIVE BLVD AND EAST OF HOG HOLLOW ROAD (16R340151). [P.Z. 09-2024 14001 OLIVE BLVD. (BLUONX DEVELOPMENT LLC)].**

**WHEREAS**, the petitioner, Stock and Associates has requested for an ordinance amendment to the existing “PUD” Planned Unit Development to new “PUD” Planned Unit Development for a 29.4 acre tract of land located on the north side of Olive Blvd. and east side of Hog Hollow Road; and,

**WHEREAS**, a Public Hearing was held before the Planning Commission on January 13, 2025; and,

**WHEREAS**, the Planning Commission, having considered said request, recommended approval of the ordinance amendment by a vote of 7-1; and,

**WHEREAS**, the Planning and Public Works Committee, having considered said request, recommended approval of an ordinance amendment for the existing “PUD” Planned Unit Development by a vote of 3-1; and,

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

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

**Section 1.** City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing a new “PUD” Planned Unit Development designation for a 29.4 acre tract of land located on the north side of Olive Blvd. and east side of Hog Hollow Road and as described as follows:

A tract of land in Lot 11 of D.J. Talbot Subdivision in U.S. Survey 2030, according to the plat thereof recorded in Plat book 7 page 43 of the St. Louis City (former County) Records and partly in U.S. Survey 206 Township 46 North Range 4 East in St Louis County, Missouri, more particularly described as:

BEGINNING at a point in the center line of Hog Hollow Road, 40 feet wide, at its intersection with the South line of U.S. Survey 2030; thence along the center line of said road, North 45 degrees 03 minutes 31 seconds West, 86.69 feet; North 74 degrees 44 minutes 26 seconds West, 142.55 feet; North 47 degrees 14 minutes 26 seconds West, 211.20 feet and North 28 degrees 14 minutes 26 seconds West, 356.40 feet and North 07 degrees 12 minutes 34 seconds East, 85.40 feet to the south right-of-way line of the Missouri Central Rail Road Company, 100 feet wide; thence along said right-of-way line the following courses and distances: North 63 degrees 04 minutes 34 seconds East, 699.83 feet to a point of curvature to the left having a radius of 5,787.48 feet, an arc length of 242.07 feet and a chord which bears North 61 degrees 52 minutes 40 seconds East, 242.06 feet and North 60 degrees 40 minutes 46 seconds East, 257.43 feet to its intersection with the northwesterly prolongation of the western line of Eagle Ridge, a subdivision according to the plat thereof as recorded in Plat Book 344, Page 175 of the St. Louis County Records; thence departing said right-of-way line along said prolongation line and the western line of Eagle Ridge, South 25 degrees 49 minutes 00 seconds East, 1,176.10 feet to the northern corner of a tract of land as conveyed to WLF Investments LLC by instrument recorded in Book 21584, Page 1944 of above said records; thence along the northwest line of said WLF Investments LLC tract, South 64 degrees 11 minutes 00 seconds West, 145.90 feet to the western corner thereof; thence South 25 degrees 49 minutes 00 seconds East, 301.42 feet to the northwestern right-of-way line of Olive Boulevard; thence along said right-of-way line, South 61 degrees 59 minutes 00 seconds West 148.50 feet to the southeastern corner of a tract of land as conveyed to Keymer Realty and Investments, LLC by instrument recorded in Book 21422, page 725 of above said records; thence along the eastern line of said Keymer tract, North 28 degrees 33 minutes 00 seconds West, 173.94 feet to the southeastern tract of land as awarded to Harvey A. and Sandra S. Keymer under Cause No. 09SL-CC023205 filed in the Circuit Court of St. Louis County; thence along the eastern and northern lines of said cause the following courses and distances: North 75 degrees 52 minutes 59 seconds East, 3.20 feet; North 14 degrees 07 minutes 01 seconds West, 10.86 feet; North 30 degrees 56 minutes 43 seconds West, 17.06 feet to the beginning of a non-tangent curve to the left having a radius of 46.59 feet; along said curve with an arc length of 57.24 feet and a chord which bears North 83 degrees 38 minutes 06 seconds West, 53.71 feet and South 61 degrees 11 minutes 37 seconds West, 37.17 feet to the south line of above said U.S. Survey 2030; thence along said south line, North 82 degrees 32 minutes 26 seconds West, 760.09 feet to the Point of Beginning and containing 1,281,082 square feet or 29.410 acres more or less according to calculations performed by Stock and Associates Consulting Engineers, Inc. on June 12, 2019.



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

**Section 3.** The City Council, pursuant to the petition filed by Stock and Associates in P.Z. 09-2024, requesting the ordinance amendment embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 13<sup>th</sup> day of January 2025, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

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

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025

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

\_\_\_\_\_  
Dan Hurt, MAYOR

ATTEST:

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

|                                       |
|---------------------------------------|
| FIRST READING HELD: <u>04/22/2025</u> |
|---------------------------------------|

## **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 Planned Unit Development (PUD) District shall be:
  - a. Dwellings, Single-Family Attached.
  - b. Dwellings, Single-Family Detached.
  - c. ~~Dwellings, Multiple-Family.~~
2. The above uses in this Planned Unit Development (PUD) District shall be restricted as follows:
  - a. Lots 1-10 shall contain Dwellings, Single-Family Detached only.
  - b. The total number of residential dwelling units shall not exceed eighty-one (81) units
  - c. There shall be no more than forty-two (42) single-family attached dwelling units.

#### **B. LOT SIZE, HEIGHT, BUILDING AND PARKING STRUCTURE REQUIREMENTS**

1. Lot size
  - a. Minimum lot size for the single-family detached lots shall be 6,000 square feet.
  - b. Minimum lot size for the single-family attached lots shall be 1,740 square feet.
  - c. Minimum lot width of the single-family attached lots shall be twenty-two (22) feet.
2. Height
  - a. The maximum height of the building, exclusive of roof screening, shall not exceed thirty-five (35) feet.
3. Building Requirements
  - a. A minimum of 30% Common Open Space.

### **C. SETBACKS**

1. Lot criteria:
  - a. Twenty-five (25) feet from any roadway right-of-way line where the sidewalk is proposed to be 4 feet wide.
  - b. Twenty-nine (29) feet from any right-of-way line where the sidewalk is proposed to be 8 feet wide or multipath is proposed.
  - c. Six (6) feet from any side property line for the single-family detached lots and zero (0) feet from any side property line for the single-family attached lots.
  - d. Fifteen (15) feet from any rear property line for the single-family detached lots, and ten (10) feet from any rear property for single-family attached lots.
  - e. Rear yard access and utility easements for the single-family detached lots shall be 15 feet wide and 5 feet wide for the single-family attached lots.
2. No building or structure, other than: a freestanding project identification/ornamental entrance monument sign, light standards, retaining walls or flag poles shall be located within the above listed setbacks.

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

1. Parking and loading spaces for this development will be as required in the City of Chesterfield Code.
2. Parking for the single-family detached lots shall be 2 spaces for every dwelling unit.
3. Parking for the single-family attached shall be 1.5 spaces for every dwelling unit.
4. Twenty-two off street parking spaces are allowed which need to substantially conform with the Preliminary Development Plan attached hereto and marked as Attachment B.
5. No construction related parking shall be permitted within Olive Boulevard right-of-way or any other existing roadways. All construction related parking shall be confined to the development.

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

1. The development shall adhere to the Landscape and Tree Preservation Requirements of the City of Chesterfield Code.
2. Street Tree placement for single-family attached homes shall require a minimum of one street tree for every 50 feet.

3. The calculated number of street trees shall adhere to City of Chesterfield setback requirements from utilities. With staff approval, required street trees may be placed in front yards or common ground areas proximate to residences.
4. Landscape Buffer requirements:
  - a. A thirty (30) foot Landscape Buffer shall be required along the perimeters of the PUD as identified on the Preliminary Plan attached hereto and marked as Attachment B.
  - b. The required Landscape Buffer shall be outside of any developed lot and shall be dedicated as Common Open Space or Common Ground as identified on the Preliminary Plan.
5. Retaining walls more than eight (8) feet in height are allowed in the Landscape Buffer.
6. A minimum of thirty percent (30.0%) tree preservation shall be required for this PUD.

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

1. Signs shall be permitted in accordance with the regulations of the City of Chesterfield Code.
2. Ornamental Entrance Monument construction, if proposed, shall be reviewed by the City of Chesterfield and the St. Louis County Department of Transportation 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**

The development shall adhere to the Architectural Review Standards of the City of Chesterfield Code.

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

1. There shall be no access to Hog Hollow from this development. Accordingly, there are no required road improvements to Hog Hollow associated with this development.
2. Access to the development shall substantially conform to the Preliminary Site Plan, as directed by the City of Chesterfield and the Missouri Department of Transportation.
3. If adequate sight distance cannot be provided at the access location(s),

acquisition of right-of-way, reconstruction of pavement and other off-site improvements may be required to provide the required sight distance as required by the City of Chesterfield

4. Ingress and egress must conform to the Missouri Department of Transportation's (MoDOT) Access Management Guidelines and must be reviewed and approved by MoDOT. Any changes to the entrance geometrics and drainage design shall be in accordance with MoDOT standards and shall be reviewed and approved by MoDOT.
5. Access to Olive Boulevard (State Highway 340) shall be limited to one (1) street approach. The street approach shall be located as directed by the City of Chesterfield and MoDOT.
6. The nearest edge of any driveway intersecting the entrance street shall be located a minimum of 80 feet from the edge of pavement of Olive Boulevard, as directed by the City of Chesterfield.
7. No direct access to Olive Boulevard (State Highway 340) or to Hog Hollow Road will be permitted from any lot within the subdivision.
8. Provide legal access to the proposed internal street for 13987 Olive Boulevard.
9. Provide a private fire access connection to Eagle Manor Ct. as shown on the Preliminary Plan.

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

1. Additional right-of-way and road improvements shall be provided, as required by the Missouri Department of Transportation and the City of Chesterfield.
2. Streets in this development shall be private and the record plat shall indicate the streets are private and to remain private forever.
3. Any request to install a gate(s) at the entrance(s) to this development must be approved by the City of Chesterfield and include an adequate turn-around for rejected vehicles. No gate installation will be permitted on public right-of-way.
4. All roadway and related improvements in each plat or phase of the development shall be constructed prior to issuance of building permits exceeding 60% for that plat or phase. Delays due to utility relocation and/or adjustment, for which the developer is responsible monetarily, shall not constitute a cause to issue permits in excess of 60%.
5. Provide sidewalks along both sides of internal streets as directed by the City of Chesterfield.

6. Obtain approvals from the City of Chesterfield, MoDOT, and other entities as necessary for locations of proposed curb cuts and access points, areas of new dedication, and roadway improvements.
7. Provide a pedestrian connection along the proposed Fire Access Road from Eagle Manor Court to the proposed internal street.
8. Dedicate a minimum of fifty (50) feet of right-of-way or roadway easement along Hog Hollow Road to the City or the City's designee and/or accept vacation of existing Hog Hollow Road right-of-way and provide roadway easements to the City or the City's designee as directed by the City. New right-of-way or roadway easements shall be centered on the centerline of the existing roadway, with a minimum of 25 feet on either side.
9. Provide an internal pedestrian trail as shown on the Preliminary Plan.

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

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

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

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

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

1. Stormwater shall be as approved by the City of Chesterfield, the Metropolitan St. Louis Sewer District, and the Monarch Chesterfield Levee District, as appropriate.
2. Grading and stormwater systems shall be designed so as to collect surface water from the rear of the lots on the northern side of the development and the western side of the development (those units tributary to bluffs along the

Missouri River valley and the steep slopes above Hog Hollow Road) and convey that surface water to an adequate discharge point where measures will be employed to dissipate energy, attenuate flows, and protect the slopes from degradation. No stormwater from the aforementioned lots shall be allowed to flow to the undisturbed or reconstructed slopes, as directed by the City of Chesterfield.

3. Any proposed storm sewer discharge points adjacent to Hog Hollow Road shall be designed to ensure there are no negative impacts to the existing roadside drainage swale and/or the drainage shall be improved, if necessary

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

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

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

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

#### **P. MISCELLANEOUS**

1. All utilities will be installed underground.
2. Prior to record plat approval, the developer shall cause, at his expense and prior to the recording of any plat, the reestablishment, restoration or appropriate witnessing of all Corners of the United States Public Land Survey located within, or which define or lie upon, the outboundaries of the subject tract in accordance with the Missouri Minimum Standards relating to the preservation and maintenance of the United States Public Land Survey Corners, as necessary.
3. Retaining walls along public right-of-way shall be private and remain private forever and shall be located outside of right-of-way such that they are not necessary to support any public improvements.
4. Prior to final release of subdivision construction deposits, the developer shall provide certification by a registered land surveyor that all monumentation depicted on the record plat has been installed and United States Public Land Survey Corners have not been disturbed during construction activities or that they have been reestablished and the appropriate documents filed with the Missouri Department of Natural Resources Land Survey Program, as necessary.

5. Community amenities, including but not limited to trails, pocket parks, lookout stations, and fitness stations shall be provided for this development as shown on the Preliminary Plan, attached hereto and marked as Attachment B.

## **II. GENERAL CRITERIA**

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

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

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



15. Depict all existing and proposed easements and rights-of-way within 150 feet of the site and all existing or proposed off-site easements and rights-of-way required for proposed improvements.
16. Indicate the location of the proposed storm sewers, detention basins, sanitary sewers and connection(s) to the existing systems.
17. Depict existing and proposed contours at intervals of not more than one (1) foot, and extending 150 feet beyond the limits of the site as directed.
18. Address trees and landscaping in accordance with the City of Chesterfield Unified Development Code.
19. Comply with all preliminary plat requirements of the City of Chesterfield Subdivision Regulations per the City of Chesterfield Unified Development Code.
20. Signed and sealed in conformance with the State of Missouri Department of Economic Development, Division of Professional Registration, Missouri Board for Architects, Professional Engineers and Land Surveyors requirements.
21. Provide comments/approvals from the appropriate Fire District, Monarch Levee District, Spirit of St. Louis Airport and the Missouri Department of Transportation, Metropolitan St. Louis Sewer District (MSD), and St. Louis County Department of Highways and Traffic.
22. Compliance with Sky Exposure Plane.
23. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

### **III. TRUST FUND CONTRIBUTION**

The developer shall be required to contribute to the applicable Traffic Generation Assessment (TGA) to the Trust Fund Area A.

#### **A. 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. 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> |
|----------------------------|------------------------------|
| Single-family Dwelling     | \$715.45/Parking Space       |

The Traffic Generation Assessment (TGA) contribution shall be made prior to the issuance of a Municipal Zoning Approval (MZA) by the City of Chesterfield.

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

As this development is located within a trust fund area, 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 all required contributions, if not submitted by January 1, 2026, 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 City of Chesterfield.

#### **IV. RECORDING**

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

#### **V. ENFORCEMENT**

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

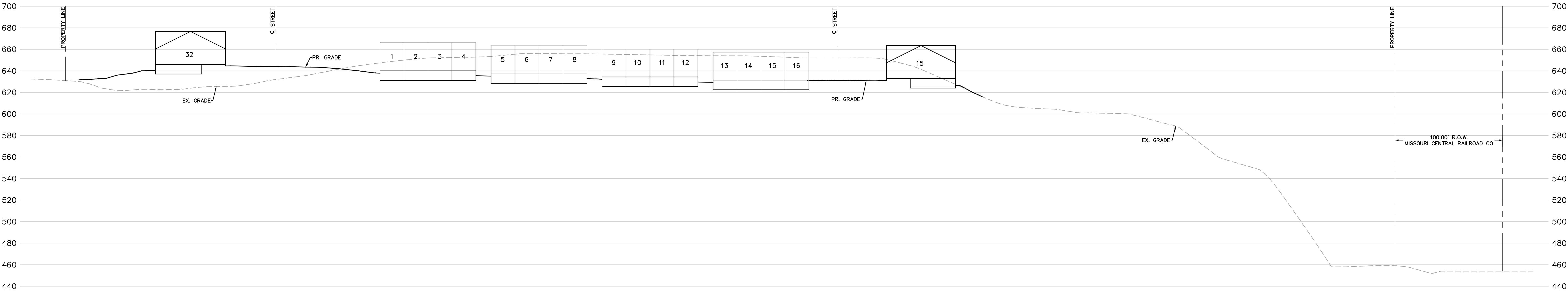




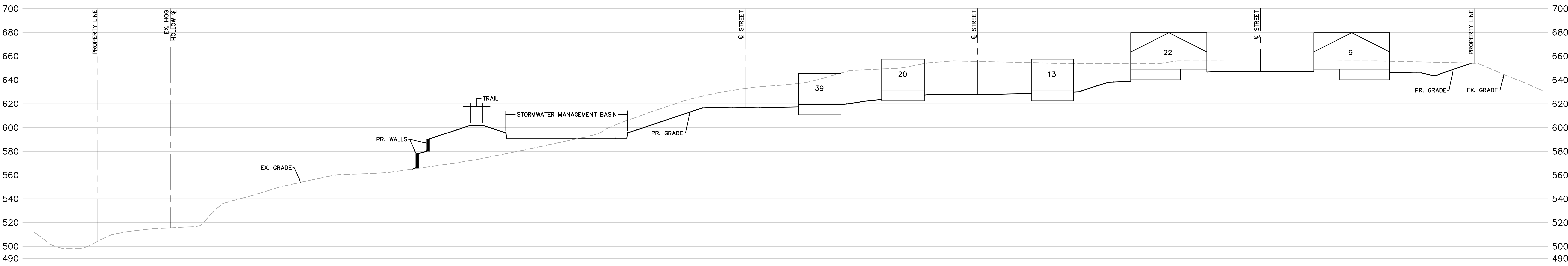


\\STOCK\Projects\2024\14001 Olive Blvd\Drawings\14001 Olive Blvd - C2.0.dwg (14001 Olive Blvd - C2.0.dwg) 10/02/2024 10:00:00 AM 10/02/2024 10:00:00 AM 10/02/2024 10:00:00 AM

SECTION A – A PROFILE



SECTION B – B PROFILE



SECTIONS

SCALE: 1"=40' HORIZONTAL  
1"=40' VERTICAL

PREPARED BY:

**Stock & Associates**  
Consulting Engineers, Inc.  
257 Chesterfield Business Parkway  
St. Louis, MO 63005  
PH: (636) 558-9100  
FAX: (636) 558-9100  
e-mail: general@stockassoc.com  
Web: www.stockassoc.com

PRELIMINARY DEVELOPMENT PLAN FOR:

**THE OVERLOOK**  
14001 OLIVE BLVD  
CHESTERFIELD, MO 63017



GEORGE M. STOCK E-25116  
CIVIL ENGINEER  
CERTIFICATE OF AUTHORITY  
NUMBER: 000996

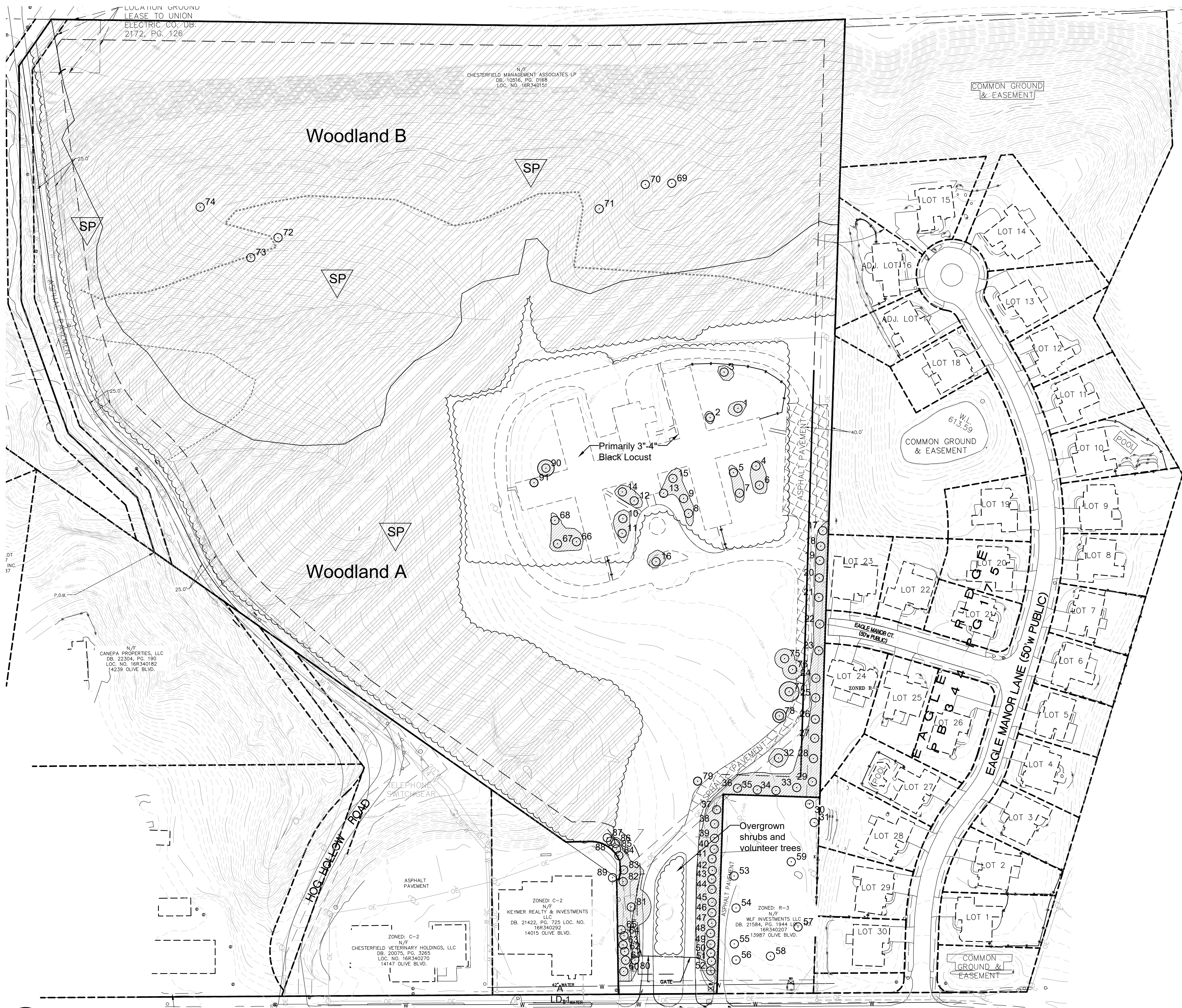
REVISIONS:  
1. 02/10/25 AGENCY COMMENTS  
2. 03/04/25 AGENCY COMMENTS

|                     |                       |
|---------------------|-----------------------|
| DRAWN BY:<br>K.S.G. | CHECKED BY:<br>G.M.S. |
| DATE:<br>10/02/2024 | JOB NO:<br>219-6568.3 |
| K.S.G. P. #         | BASE MAP P. #         |
| S.L.C. HAT P. #     | HAT SUP. P. #         |
| M.D.N.R. #<br>MORA  |                       |

SITE SECTIONS

SHEET NO.:  
C2.0





**Tree Stand Delineation**  
SCALE 1"=80'

- Legend:**
- | Symbol | Description                              |
|--------|------------------------------------------|
| ○ #    | Existing Individual Trees/ Monarch Trees |
| △ SP   | Location of Sample Plots                 |
| —      | Woodland Delineation                     |

**Zoning Designation:**  
Present Zoning: R-2, CUP

Total Site Area: 29.41 acres

Floodplain Number:  
Area is outside of 500-year floodplain  
Fema Map # = 29189CO145

| Woodland Data |                   |               |                                                  |                      |                  |                            |                                              |                             |
|---------------|-------------------|---------------|--------------------------------------------------|----------------------|------------------|----------------------------|----------------------------------------------|-----------------------------|
| Woodland      | Forest Type       | Area (sq.ft.) | Dominant and Co-dominant Species                 | Density (Trees/acre) | Average Diameter | Average Overstory Diameter | Frequency of Occurrence for Dominant Species | Understory Species          |
| A             | Successional/Edge | 311,265.00    | Black locust / Cottonwood / Sycamore / Hackberry | 110                  | 2.5"             | 10"                        | 60 / 10 / 10 / 5                             | Black Cherry / American Elm |
| B             | Mixed Hardwoods   | 489,964.00    | Green Ash / Red Oak / Sugar Maple / Walnut       | 80                   | 4"               | 12"                        | 20 / 20 / 20 / 10                            | Boxelder / Honeysuckle      |

**TREE NOTES:**  
A) Woodland A is primarily composed of successional species such as black locust and cottonwood. This area has the most potential for disturbance due to the close proximity to Olive Blvd. and Hog Hollow Road.  
B) Trees especially valuable to the site are those located along the north facing slope. This woodland is comprised of a mixture of high quality hardwoods.

WOODLAND = 829,862 sq.ft.  
INDIVIDUAL TREES = 40,520 sq.ft.  
**TOTAL SQ.FT. OF EXISTING CANOPY = 870,382 sq.ft.**

Tree Stand Delineation based on plans prepared by SKA Forestry and Associates and Loomis Associates in September 2005

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

| Tree Inventory |                  |        |           |                                     |
|----------------|------------------|--------|-----------|-------------------------------------|
| Tree #         | Species          | Inches | Rating    | Comments                            |
| 1              | Common Apple     | 12     | Fair      |                                     |
| 2              | Sweetgum         | 24     | Good      |                                     |
| 3              | Sweetgum         | 20     | Good      |                                     |
| 4              | Sweetgum         | 20     | Good      |                                     |
| 5              | Sweetgum         | 23     | Good      |                                     |
| 6              | Sweetgum         | 22     | Good      |                                     |
| 7              | Sweetgum         | 22     | Good      |                                     |
| 8              | Crabapple        | 10     | Poor      |                                     |
| 9              | Crabapple        | 9      | Poor      |                                     |
| 10             | Crabapple        | 12     | Poor      |                                     |
| 11             | Crabapple        | 12     | Poor      |                                     |
| 12             | Bradford Pear    | 14     | Good      |                                     |
| 13             | Bradford Pear    | 13     | Good      |                                     |
| 14             | Alder            | 22     | Fair      |                                     |
| 15             | Alder            | 21     | Excellent |                                     |
| 16             | Crabapple        | 12     | Poor      |                                     |
| 17             | Oak, Pin         | 18     | Poor      | Under Wires                         |
| 18             | Oak, Pin         | 28     | Poor      | Under Wires                         |
| 19             | Oak, Pin         | 28     | Poor      | Under Wires                         |
| 20             | Oak, Pin         | 32     | Fair      | Monarch                             |
| 21             | Oak, Pin         | 30     | Fair      | Monarch                             |
| 22             | Oak, Pin         | 28     | Fair      |                                     |
| 23             | Oak, Pin         | 30     | Fair      | Monarch                             |
| 24             | Oak, Pin         | 29     | Poor      |                                     |
| 25             | Oak, Pin         | 30     | Fair      |                                     |
| 26             | Oak, Pin         | 30     | Fair      | Monarch                             |
| 27             | Oak, Pin         | 30     | Poor      |                                     |
| 28             | Oak, Pin         | 30     | Fair      | Monarch                             |
| 29             | Oak, Pin         | 32     | Good      | Monarch                             |
| 30             | Maple, Silver    | 36     | Fair      | Offsite; Monarch                    |
| 31             | Maple, Silver    | 38     | Fair      | Offsite; Monarch                    |
| 32             | Pine, Austrian   | 15     | Poor      |                                     |
| 33             | Oak, Pin         | 26     | Poor      |                                     |
| 34             | Oak, Pin         | 38     | Poor      |                                     |
| 35             | Oak, Pin         | 38     | Fair      | Hazard                              |
| 36             | Oak, Pin         | 36     | Good      | Monarch                             |
| 37             | Pine, White      | 18     | Good      | Monarch                             |
| 38             | Pine, White      | 24     | Excellent |                                     |
| 39             | Mulberry         | 24     | Poor      |                                     |
| 40             | Pine, White      | 24     | Good      | Monarch                             |
| 41             | Pine, White      | 15     | Excellent |                                     |
| 42             | Pine, White      | 18     | Excellent |                                     |
| 43             | Pine, White      | 18     | Fair      |                                     |
| 44             | Pine, White      | 20     | Good      |                                     |
| 45             | Pine, White      | 18     | Good      |                                     |
| 46             | Pine, White      | 26     | Good      | Monarch                             |
| 47             | Pine, White      | 24     | Good      | Monarch                             |
| 48             | Pine, White      | 28     | Good      | Monarch                             |
| 49             | Pine, White      | 18     | Good      |                                     |
| 50             | Pine, White      | 28     | Excellent | Monarch                             |
| 51             | Pine, White      | 13     | Fair      |                                     |
| 52             | Pine, White      | 28     | Excellent | Monarch                             |
| 53             | Pecan            | 38     | Excellent | Offsite; Monarch                    |
| 54             | Maple, Sugar     | 26     | Excellent | Offsite                             |
| 55             | Maple, Sugar     | 32     | Good      | Offsite; Monarch                    |
| 56             | Spruce, Colorado | 16     | Good      | Offsite                             |
| 57             | Spruce, Colorado | 20     | Good      | Offsite                             |
| 58             | Oak, Pin         | 36     | Fair      | Offsite; Disease                    |
| 59             | Tuliptree        | 26     | Good      | Offsite                             |
| 60             | Pine, White      | 22     | Fair      | 30' canopy size                     |
| 61             | Pine, White      | 18     | Fair      | 30' canopy size                     |
| 62             | Pine, White      | 14     | Fair      | 20' canopy size                     |
| 63             | Pine, White      | 18     | Fair      | 20' canopy size                     |
| 64             | Pine, White      | 18     | Fair      | 20' canopy size                     |
| 65             | Pine, White      | 24     | Fair      | 20' canopy size; Utility pruning    |
| 66             | Sweetgum         | 18     | Good      |                                     |
| 67             | Sweetgum         | 20     | Good      |                                     |
| 68             | Sweetgum         | 20     | Good      |                                     |
| 69             | Black Oak        | 36     | Good      | Monarch                             |
| 70             | Red Oak          | 28     | Fair      | Monarch                             |
| 71             | Red Oak          | 24     | Good      | Monarch                             |
| 72             | Chinkapin Oak    | 25     | Good      | Monarch                             |
| 73             | Chinkapin Oak    | 24     | Good      | Monarch                             |
| 74             | American Elm     | 26     | Good      | Monarch                             |
| 75             | Linden           | 14     | Fair      | 30' canopy size                     |
| 76             | Linden           | 14     | Fair      | 30' canopy size                     |
| 77             | Silver Maple     | 14     | Good      | 30' canopy size                     |
| 78             | Linden           | 12     | Fair      | 20' canopy size                     |
| 79             | Boxelder         | 7      | Poor      | 12' canopy size                     |
| 80             | Pine, White      | 24     | Fair      | 20' canopy size                     |
| 81             | Silver Maple     | 28     | Fair      | 60' canopy size                     |
| 82             | Pine, White      | 9      | Fair      | 22' canopy size                     |
| 83             | Pine, White      | 18     | Fair      | 25' canopy size                     |
| 84             | Pine, White      | 15     | Poor      | 20' canopy size                     |
| 85             | Pine, White      | 18     | Poor      | 18' canopy size                     |
| 86             | Pine, White      | 18     | Poor      | Twin                                |
| 87             | Silver Maple     | 20     | Poor      | Dead; Twin                          |
| 88             | Silver Maple     | 36     | Fair      | 60' canopy size                     |
| 89             | Silver Maple     | 24     | Fair      | Offsite; 40' canopy size; Utilities |
| 90             | Cottonwood       | 26     | Poor      |                                     |
| 91             | Cottonwood       | 12     | Poor      |                                     |

Jerald Saunders - Landscape Architect  
MO License # LA-007

LOCATION MAP

# The Overlook

14001 Olive Boulevard  
Chesterfield, Missouri

Revisions:

| Date    | Description  | No. |
|---------|--------------|-----|
| 2/11/25 | Project Name | 2   |
|         |              |     |
|         |              |     |
|         |              |     |
|         |              |     |
|         |              |     |
|         |              |     |
|         |              |     |
|         |              |     |
|         |              |     |

Drawn: KP  
Checked: RS

**LOOMIS ASSOCIATES**  
landscape architects + planners  
750 spirit 40 park drive, chesterfield, missouri 63005  
t. 636-519-5668  
www.loomis-associates.com

|              |                        |
|--------------|------------------------|
| Sheet Title: | Tree Stand Delineation |
| Sheet No:    | TSD                    |
| Date:        | 11/7/24                |
| Job #:       | 813.080                |





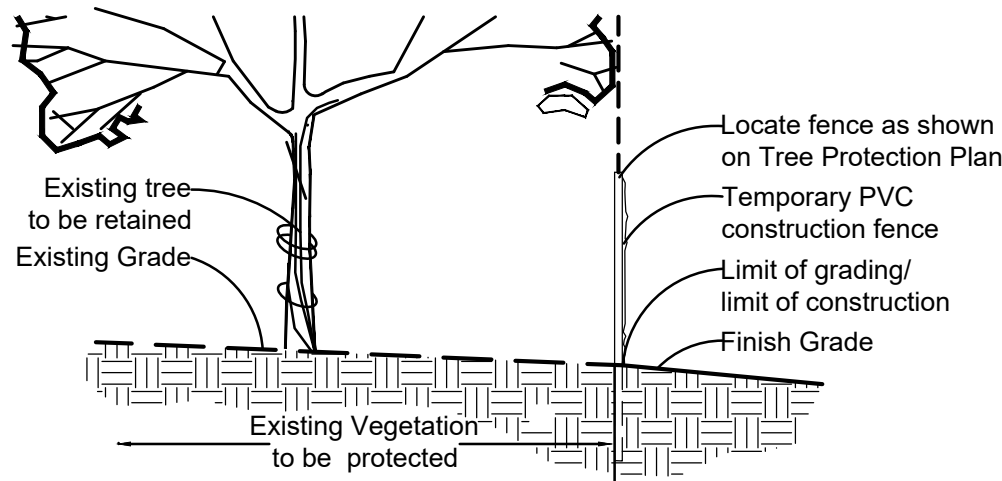
|                                                                                    |   |                                     |
|------------------------------------------------------------------------------------|---|-------------------------------------|
| Total Site Area                                                                    | = | 1,281,082 s.f. (29.4 acres)         |
| Woodland Tree Canopy Area                                                          | = | 829,862 s.f. (19 acres)             |
| Individual Tree Canopy Area                                                        | = | 40,520 s.f. (0.93 acres)            |
| Tree Canopy Area in R.O.W.                                                         | = | 10,795 s.f. (0.25 acres)            |
| Total Existing Tree Canopy Area<br>(Excludes Tree Canopy Area in R.O.W.)           | = | 859,587 s.f. (19.73 acres)          |
| Existing Tree Canopy Area To Be Removed                                            | = | 391,301 s.f. (8.98 acres) (45.5 %)  |
| Existing Tree Canopy Area To Be Preserved<br>(Excludes Tree Canopy Area in R.O.W.) | = | 468,286 s.f. (10.75 acres) (54.5 %) |

**Tree Protection Notes:**

- 1) Pre-construction meeting to be held on-site to include a presentation of tree protection measures to operators, construction supervisors, developer's representative, and city zoning inspector.
- 2) Clearing Limits to be rough staked in order to facilitate location for installation of protection fencing. No early maintenance schedule is required.
- 3) No clearing or grading shall begin in areas where the treatment and preservation measures have not been completed, including the installation of tree protection fencing as shown on the plan. Where necessary, Contractor may perform minor tree clearing prior to installing silt fencing and tree protection fencing provided they maintain tree protection area.
- 4) Tree Protection Fencing shall be 4-foot high temporary plastic construction fence. No equipment traffic/parking, concrete washout, material storage or other such construction activity shall be permitted to penetrate the protection fencing or disrupt the Protected Woodland Area except for the removal of dead or invasive plant material. All ground plane in planting areas shall be mulched with hardwood bark mulch. Tree Protection Signage will be placed along the Protection Fencing as shown as the dashed line on the plan.
- 5) Tree protection measures to be maintained throughout construction sequence.

**Tree Protection Action Key Sequence:**

- 1) Survey limit of disturbance.
- 2) Perform root pruning.
- 3) Install tree protection fencing.
- 4) Post tree protection signage on fence (No signs will be posted on trees).
- 5) Maintain tree protection area as an off-limits zone.



Tree Protection Detail

| Tree Inventory |                  |        |           |                                     |
|----------------|------------------|--------|-----------|-------------------------------------|
| Tree #         | Species          | Inches | Rating    | Comments                            |
| 30             | Maple, Silver    | 36     | Fair      | Offsite; Monarch                    |
| 31             | Maple, Silver    | 38     | Fair      | Offsite; Monarch                    |
| 53             | Pecan            | 38     | Excellent | Offsite; Monarch                    |
| 54             | Maple, Sugar     | 26     | Excellent | Offsite                             |
| 55             | Maple, Sugar     | 32     | Good      | Offsite; Monarch                    |
| 56             | Spruce, Colorado | 16     | Good      | Offsite                             |
| 57             | Spruce, Colorado | 20     | Good      | Offsite                             |
| 58             | Oak, Pin         | 36     | Fair      | Offsite; Disease                    |
| 59             | Tuliptree        | 26     | Good      | Offsite                             |
| 60             | Pine, White      | 22     | Fair      | 30' canopy size                     |
| 61             | Pine, White      | 18     | Fair      | 30' canopy size                     |
| 62             | Pine, White      | 14     | Fair      | 20' canopy size                     |
| 63             | Pine, White      | 18     | Fair      | 20' canopy size                     |
| 64             | Pine, White      | 18     | Fair      | 20' canopy size                     |
| 65             | Pine, White      | 24     | Fair      | 20' canopy size; Utility pruning    |
| 81             | Silver Maple     | 28     | Fair      | 60' canopy size                     |
| 82             | Pine, White      | 9      | Fair      | 22' canopy size                     |
| 83             | Pine, White      | 18     | Fair      | 25' canopy size                     |
| 89             | Silver Maple     | 24     | Fair      | Offsite; 40' canopy size; Utilities |

Jerald Saunders - Landscape Architect  
MO License # LA-007

# The Overlook

14001 Olive Boulevard  
Chesterfield, Missouri

**Revisions:**

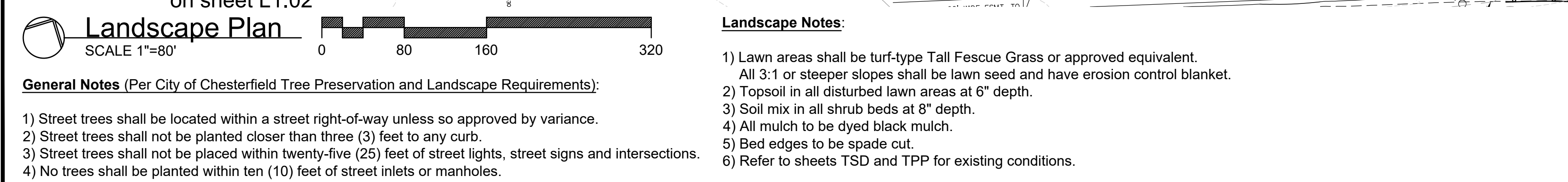
| Date    | Description   | No. |
|---------|---------------|-----|
| 2/5/25  | City Comments | 1   |
| 2/11/25 | Project Name  | 2   |
|         |               |     |
|         |               |     |
|         |               |     |
|         |               |     |
|         |               |     |
|         |               |     |
|         |               |     |
|         |               |     |

|          |    |
|----------|----|
| Drawn:   | KP |
| Checked: | RS |

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

|              |                        |
|--------------|------------------------|
| Sheet Title: | Tree Preservation Plan |
| Sheet No:    | TPP                    |
| Date:        | 11/7/24                |
| Job #:       | 813.080                |





| ID                                                               | QUANTITY | BOTANICAL NAME                                   | COMMON NAME                           | SIZE         | REMARKS  |
|------------------------------------------------------------------|----------|--------------------------------------------------|---------------------------------------|--------------|----------|
| <b>SHRUBS-ORNAMENTAL GRASSES-PERENNIALS-ANNUALS-GROUND COVER</b> |          |                                                  |                                       |              |          |
| a                                                                | 40       | Juniperus chinensis 'Sea Green'                  | Sea Green Juniper                     | 18"          | 72" o.c. |
| b                                                                | 27       | Ilex x meserveae 'Blue Prince' & 'Blue Princess' | Berri-Magic Royalty Holly Combination | 18"          | 72" o.c. |
| c                                                                | 20       | Viburnum dentatum                                | Arrowwood Viburnum                    | 18"          | 72" o.c. |
| d                                                                | 18       | Physocarpus opulifolius                          | Ninebark                              | 18"          | 72" o.c. |
| e                                                                | 30       | Viburnum carlesii                                | Koreanspice Viburnum                  | 18"          | 72" o.c. |
| f                                                                | 21       | Syringa x 'SMSJBP7'                              | Bloomerang Dark Purple Lilac          | 18"          | 72" o.c. |
| g                                                                | 13       | Buxus microphylla 'Winter Gem'                   | Winter Gem Boxwood                    | 18"          | 48" o.c. |
| h                                                                | 14       | Chamaecyparis pisifera 'Golden Mop'              | Golden Mop Falsecypress               | 18"          | 48" o.c. |
| j                                                                | 12       | Hydrangea paniculata 'SMHPLQF'                   | Little Quick Fire Hardy Hydrangea     | 18"          | 48" o.c. |
| k                                                                | 32       | Spiraea x 'Tracy'                                | Double Play Big Bang Spirea           | 18"          | 36" o.c. |
| gc                                                               | 124      | Sedum rupestre 'Angelina'                        | Angelina Stonecrop                    | 2" cell plug | 24" o.c. |
| v                                                                | 519 l.f. | Vines                                            | Vines (to be selected)                | 2" cell plug | 12" o.c. |
| ann                                                              | 130      | Annuals                                          | Annuals (to be selected)              | 2" cell plug | 12" o.c. |

Job #: 813.080







# Memorandum

## Department of Planning



**To:** Michael O. Geisel, City Administrator  
**From:** Justin Wyse, Director of Planning *JW*  
**Date:** April 22<sup>nd</sup>, 2025

**RE:** **Wildhorse Village, Lot 2B-2 (Audere II)**: A Site Development Section Plan, Landscape Plan, Lighting Plan, and Architectural Elevations for a 0.69-acre tract of land zoned "PC&R" – Planned Commercial and Residence District located southeast of the intersection of Parkview Terrace and Wildhorse Lake Blvd. (Ward 4)

### **Summary**

Stock & Associates Consulting Engineers Inc., on behalf of Audere 2 LLC, has submitted plans for the new construction of a 16-unit multi-family building within the development known as Wildhorse Village.

The project was review at Architectural Review Board on March 13<sup>th</sup>, 2025. At that time the Board made a motion to recommend approval, including the rooftop mechanical screening modification request, by a vote of 5-0.

Subsequently, the project was review by the Planning Commission on March 24<sup>th</sup>, 2025. At that time, the Commission made a motion to recommend approval, including the rooftop mechanical screening modification request, by a vote of 8-0.

Per Ordinance 3161, the Wildhorse Village development has automatic Power of Review. As required, the project was reviewed by the Planning & Public Works Committee on April 3<sup>rd</sup>, 2025. The Committee made a motion to recommend approval as presented by a vote of 4-0. The project is subject to final approval via City Council.

Attachments:  
Modification Request  
Site Development Section Plan Submittal



**Date:** March 13, 2025

**To:** Alyssa Ahner, Senior Planner  
City of Chesterfield  
690 Chesterfield Pkwy W.  
Chesterfield, MO 63017-0760

**Re:** Wildhorse Village Condos - Lot 2B-2 (Audere II)  
Modification Request – Rooftop Penthouse definition **REV**

Ms. Ahner,

As part of the Site Development Section Plan Submission dated February 3 on the above referenced project, we respectfully request the following modification to City of Chesterfield Ordinant No. 3114

**Modification Request to City of Chesterfield Ordinance No. 3161**

**Attachment A -Section IG.5**

Specifically, our request is as follows:

We request a modification to Section IG.5 of Ordinance No. **3161**, which states: "rooftop mechanical equipment shall be permitted on roofs within architecturally designed, fully enclosed penthouses that complement the building design." We are proposing to enclose the elevator overrun and rooftop equipment with a cohesive material with consistent top trim that is an integral part of the architecture and will not visually weaken the design of the structure, per UDC Section 405.04.010. The top of the enclosure will remain open for free ventilation.

If there are any further comments or questions regarding these responses, please contact Amanda Norris at 314.726.4858, [anorris@core10architecture.com](mailto:anorris@core10architecture.com).

Thank you,



Amanda Partyka Norris, AIA  
Lead Architect  
Core10 Architecture

CC: Mr. Jeff Tegethoff ([tegethoffj@realcrg.com](mailto:tegethoffj@realcrg.com))  
Mr. Andrew Kilmer ([akilmer@theljc.com](mailto:akilmer@theljc.com))  
Mr. Zachary Stutz ([zachary.stutz@stockassoc.com](mailto:zachary.stutz@stockassoc.com))



# AUDERE II - WILDHORSE VILLAGE CONDOS

## SITE DEVELOPMENT SECTION PLAN

A TRACT OF LAND BEING LOT 2B-2 OF THE LOT SPLIT OF LOT 2B OF WILDHORSE VILLAGE AS RECORDED IN PLAT BOOK 370, PG 268 OF THE ST. LOUIS COUNTY RECORDS, LOCATED IN U.S. SURVEYS 123, 415, TOWNSHIP 45 NORTH RANGE 4 EAST, OF THE FIFTH PRINCIPAL MERIDIAN CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI  
CATEGORY A - ORDINANCE 3161

### ABBREVIATIONS

|         |                             |
|---------|-----------------------------|
| ATO     | ADJUST TO GRADE             |
| B.C.    | BACK OF CURB                |
| B.O.    | BY OTHERS                   |
| C.O.    | CLEANOUT                    |
| DB      | DEED BOOK                   |
| E       | ELECTRIC                    |
| ELEV.   | ELEVATION                   |
| EX      | EXISTING                    |
| F.C.    | FACE OF CURB                |
| FF      | FINISHED FLOOR              |
| FL      | FLOWLINE                    |
| FM      | FORCE MAIN                  |
| FND.    | FOUND                       |
| FT.     | FEET                        |
| G       | GAS                         |
| H.W.    | HIGH WATER                  |
| LFB     | LOW FLOW BLOCKED            |
| M.H.    | MANHOLE                     |
| N/F     | NOW OR FORMERLY             |
| NVL     | NORMAL WATER LEVEL          |
| PB      | PLAT BOOK                   |
| PG.     | PAGE                        |
| PR      | PROPOSED                    |
| PVC     | POLYVINYL CHLORIDE PIPE     |
| RCP     | REINFORCED CONCRETE PIPE    |
| R/W     | RIGHT-OF-WAY                |
| SLC     | ST. LOUIS COUNTY            |
| SQ.     | SQUARE                      |
| TBA     | TO BE ABANDONED             |
| TBR     | TO BE REMOVED               |
| TBR&R   | TO BE REMOVED AND REPLACED  |
| TBR&R   | TO BE REMOVED AND RELOCATED |
| TYP     | TYPICAL                     |
| UP      | USE IN PLACE                |
| UN      | UNLESS OTHERWISE NOTED      |
| VCP     | VITRIFIED CLAY PIPE         |
| W       | WATER                       |
| (86' W) | RIGHT-OF-WAY WIDTH          |

### EXISTING LEGEND

|  |                            |
|--|----------------------------|
|  | BENCH MARK                 |
|  | FOUND IRON ROD             |
|  | FOUND IRON PIPE            |
|  | RIGHT OF WAY MARKER        |
|  | UTILITY POLE               |
|  | SUPPORT POLE               |
|  | UTILITY POLE WITH LIGHT    |
|  | LIGHT STANDARD             |
|  | ELECTRIC METER             |
|  | ELECTRIC MANHOLE           |
|  | ELECTRIC PEDESTAL          |
|  | ELECTRIC SPICE BOX         |
|  | GAS METER                  |
|  | GAS VALVE                  |
|  | TELEPHONE MANHOLE          |
|  | TELEPHONE SPICE BOX        |
|  | CABLE TV PEDESTAL          |
|  | FIRE HYDRANT               |
|  | FIRE DEPARTMENT CONNECTION |
|  | WATER MANHOLE              |
|  | WATER METER                |
|  | WATER VALVE                |
|  | POST INDICATOR VALVE       |
|  | CLEAN OUT                  |
|  | STORM MANHOLE              |
|  | GRADED MANHOLE             |
|  | SANITARY MANHOLE           |
|  | TREE                       |
|  | BUSH                       |
|  | TRAFFIC SIGNAL             |
|  | PARKING METER              |
|  | STREET SIGN                |
|  | SPRINKLER                  |
|  | MAIL BOX                   |

### PROPOSED LEGEND

|  |                    |
|--|--------------------|
|  | PROPOSED CONTOUR   |
|  | PROPOSED SPOT      |
|  | PROPOSED STORM     |
|  | PROPOSED SANITARY  |
|  | PROPOSED UTILITIES |

### PERTINENT DATA

|                   |                                                                                                                                                                                                                   |
|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| OWNER:            | AUDERE 2, LLC                                                                                                                                                                                                     |
| DOC. #            | 2024100700552                                                                                                                                                                                                     |
| OVERALL AREA:     | 0.698 Acres ±                                                                                                                                                                                                     |
| EXISTING ZONING:  | PG. A & R PER ORDINANCE #3161                                                                                                                                                                                     |
| LOCATOR NO.       | 187620723                                                                                                                                                                                                         |
| WUNNENBERG'S:     | PG. 21, GRID 18EE                                                                                                                                                                                                 |
| FIRE DISTRICT:    | MONARCH FIRE PROTECTION DISTRICT                                                                                                                                                                                  |
| SCHOOL DISTRICT:  | PARKWAY                                                                                                                                                                                                           |
| SEWER DISTRICT:   | METROPOLITAN ST. LOUIS SEWER DIST.                                                                                                                                                                                |
| WATER SHED:       | MISSOURI RIVER                                                                                                                                                                                                    |
| FEMA MAP:         | 29189C0164K, FEB 4, 2015                                                                                                                                                                                          |
| ELECTRIC COMPANY: | AMEREN UE - RIC BENJEN & LES NOLAN<br>(314) 713-4904 / RBENJEN@AMEREN.COM<br>(314) 992-8903 / LNOLAN@AMEREN.COM                                                                                                   |
| GAS COMPANY:      | SPIRE INC - RAMONA STEVENS & BRIAN LANGENBACHER<br>(314) 575-4843 / RAMONA.STEVENS@SPIREENERGY.COM<br>(314) 713-6572 / BRIAN.LANGENBACHER@SPIREENERGY.COM<br>AT&T - DANNY GRAY<br>(636) 949-1320 / DGT548@ATT.COM |
| TELECOM COMPANY:  | CHARTER - DARYL STEFFEN<br>(314) 713-6378 / DARYL.STEFFEN@CHARTER.COM                                                                                                                                             |
| TELECOM COMPANY:  | VERIZON - ANDY GOTTO<br>(800) 346-1503 / ANDREW.GOTTO@VERIZON.COM                                                                                                                                                 |
| TELECOM COMPANY:  | EXTENET - KOJA BUEKKE<br>(636) 577-7429 / BBUEKKE@EXTENETSYSTEMS.COM                                                                                                                                              |
| WATER COMPANY:    | MISSOURI AMERICAN WATER COMPANY - MATT JASPERING<br>(314) 606-2615 / MATT.JASPERING@MAMWATER.COM                                                                                                                  |
| USAGE PERMIT:     | MVS-2020-554                                                                                                                                                                                                      |

### Sanitary Flow Estimate - Lot 2B

Wildhorse Village Condos - Lot 2B (Stock JN 221-6996)  
(Includes 1 Current Building + 1 Future Identical Building)

| Sanitary Flow Rates (Average Daily Flow - ADF) | Flow Rate    |                                          |
|------------------------------------------------|--------------|------------------------------------------|
| Residential - 1 Bedroom                        | 200 GPD/Unit | (100 GPD/Person x 2.0 Persons/Residence) |
| Residential - 2 Bedrooms                       | 300 GPD/Unit | (100 GPD/Person x 3.0 Persons/Residence) |
| Residential - 3+ Bedrooms                      | 370 GPD/Unit | (100 GPD/Person x 3.7 Persons/Residence) |

### Sanitary Flows - MSD Standard

|                           |          |   |              |   |            |
|---------------------------|----------|---|--------------|---|------------|
| Residential - 1 Bedroom   | 0 Units  | x | 200 GPD/Unit | = | 0 GPD      |
| Residential - 2 Bedrooms  | 0 Units  | x | 300 GPD/Unit | = | 0 GPD      |
| Residential - 3+ Bedrooms | 32 Units | x | 370 GPD/Unit | = | 11,840 GPD |
| Total                     | 32 Units |   |              |   |            |

Average Daily Flow (ADF) TOTAL = 11,840 GPD  
0.02 CFS

Peak Daily Flow = 4.0 x ADF PDF = 47,360 GPD  
0.07 CFS

### PROPERTY DESCRIPTION

LOT 2B-2  
A TRACT OF LAND BEING LOT 2B-2 OF THE LOT SPLIT OF LOT 2 OF WILDHORSE VILLAGE AS RECORDED IN PLAT BOOK 370, PG 268 OF THE ST. LOUIS COUNTY RECORDS, LOCATED IN U.S. SURVEYS 123, 415, TOWNSHIP 45 NORTH RANGE 4 EAST, OF THE FIFTH PRINCIPAL MERIDIAN CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI.

CONTAINING 30,387 SQUARE FEET OR 0.698 ACRES, MORE OR LESS

### ST. LOUIS COUNTY STANDARD NOTES

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

### WILDHORSE VILLAGE CATEGORY A STANDARDS

### BUILDING PLACEMENT

PER STREETScape EXHIBIT 1 OF ORD. 3161  
NORTH (WILDHORSE LAKE BLVD.): 10' SIDEWALK & UTILITY ESMT., THEN 0'-15" BUILD TO LINE  
EAST (ADJOINING LOT 2C): 0'  
SOUTH (ADJOINING LOT 7A): 0'  
WEST (ADJOINING LOT 2B-2): 0'  
SPACE BETWEEN BUILDINGS ATTACHED OR 6'-125' IF DETACHED

- NOTES:
- STRUCTURES MAY BE CONSTRUCTED UP TO LOT LINES

### BUILDING VOLUME

PER ORD. 3161  
MAXIMUM HEIGHT: 4 STORIES

### OPENSPACE CALCULATIONS

LOT 2B:  
PROVIDED OPENSAPCE: 53.7% (35,982 SF/67,047 SF)

### PARKING

PER CITY OF CHESTERFIELD UDC SEC.405.04.040(D)(11) RESIDENTIAL USES - DWELLING, MULTIPLE FAMILY  
MINIMUM REQUIRED: 1.75 SPACES FOR EVERY LIVING UNIT - (16 UNITS)x(1.75 SPACES/UNIT) = 28 SPACES  
MAXIMUM REQUIRED: NONE

PROVIDED: 32 SPACES (GARAGE SPACES)

### ST. LOUIS COUNTY BENCHMARK

BENCHMARK# 12049  
NAD83 Elev = 557.81  
"Sq" on top of curb at end of rounding along the north curb line of the easterly extension of Burkhardt Place on the west side of Chesterfield Village Parkway, 0.2 mile north of Lydia Hills Drive.

PREPARED FOR:  
AUDERE 2, LLC  
8801 LAKE PLAZA DR. #A-103  
INDIANAPOLIS, IN 46220  
ATTN: JEFF TEOHFF  
JEFF@TEOHHOFFDEVELOPMENT.COM

### SURVEYOR'S CERTIFICATION

This is to certify that Stock and Associates Consulting Engineers, Inc. has prepared this Site Development Section Plan from a field survey and does not represent a property boundary survey. The information shown is a correct representation of all existing and proposed land divisions.

STOCK AND ASSOCIATES CONSULTING ENGINEERS INC.  
L.S. No. 222-D

Walter J Pfeiffer, Missouri L.S. No. 20080007228

Audere 2, LLC, a Missouri Corporation, the owner of the property shown on this plan for and in consideration of being granted a permit to develop property under the provisions of Chapter.

"P&R" - Planned Community & Residence of the City of Chesterfield  
Ordinance No. 3114, do hereby agree and declare that said property from the date of recording this plan shall be developed only as shown thereon, unless said plan is amended by the Planning Commission, or voided or vacated by order of ordinance of the City of Chesterfield Council.

AUDERE 2, LLC  
by: \_\_\_\_\_  
STATE OF MISSOURI }  
COUNTY OF ST. LOUIS }  
On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared \_\_\_\_\_, who being by me duly sworn, did say he is the \_\_\_\_\_ of \_\_\_\_\_ and that said instrument was signed on behalf of said limited liability company, and that said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said limited liability company.  
I, \_\_\_\_\_, a Notary Public in and for the State of Missouri, do hereby certify that I have signed and sealed the foregoing the day and year first above written.  
Notary Public  
My commission expires: \_\_\_\_\_  
Print Name \_\_\_\_\_

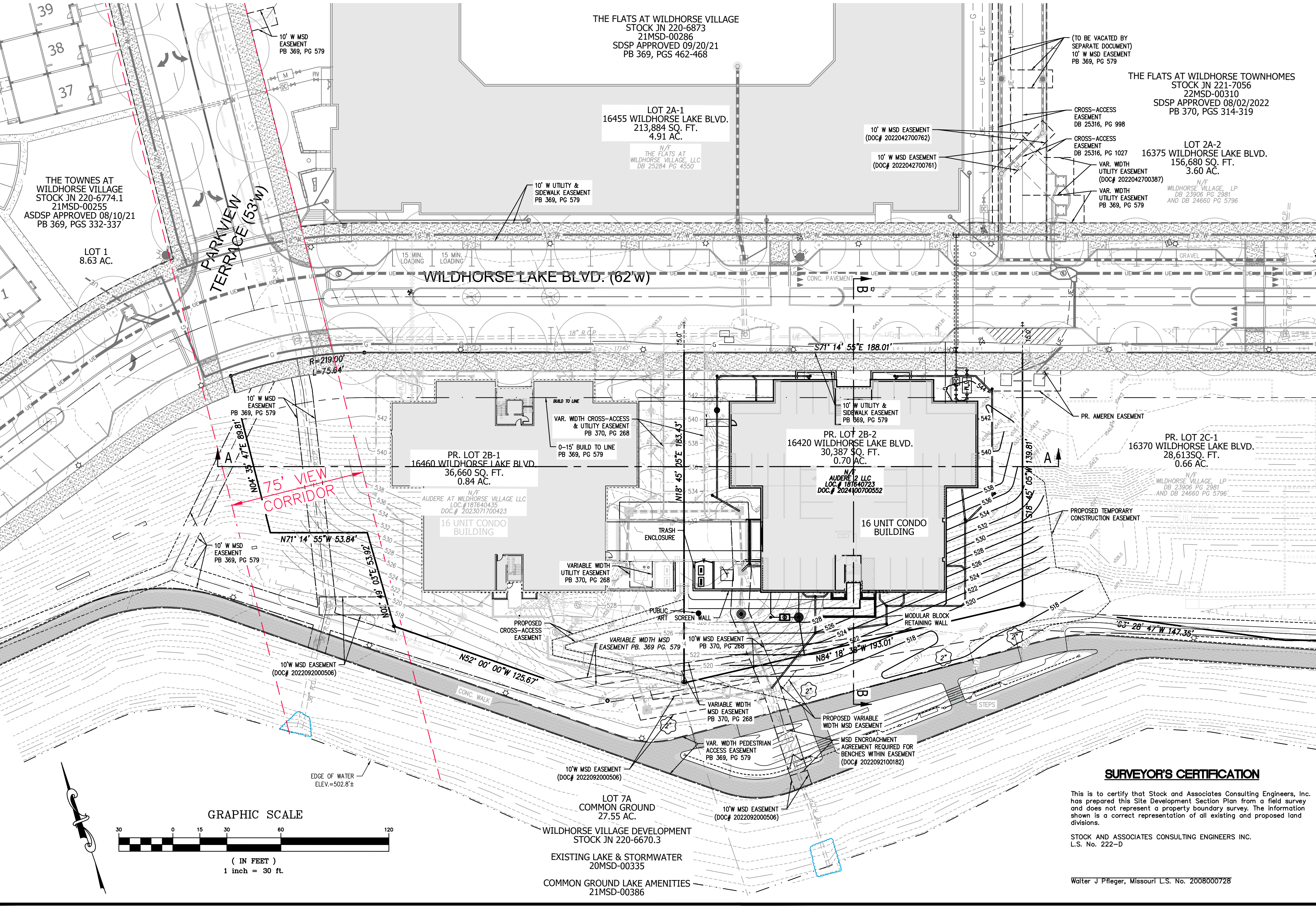
This Site Development Section Plan was approved by the City of Chesterfield Planning Commission and duly verified on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by the Chairperson of said Commission, authorizing the recording of this Site Development Section Plan pursuant to Chesterfield Ordinance No. 200, as amended by the Director of Planning and Development Services and the City Clerk.

By: \_\_\_\_\_  
Justin Wyse, AICP  
Director of Planning  
City of Chesterfield, Missouri  
By: \_\_\_\_\_  
Vickie McGownd, City Clerk  
City of Chesterfield, Missouri

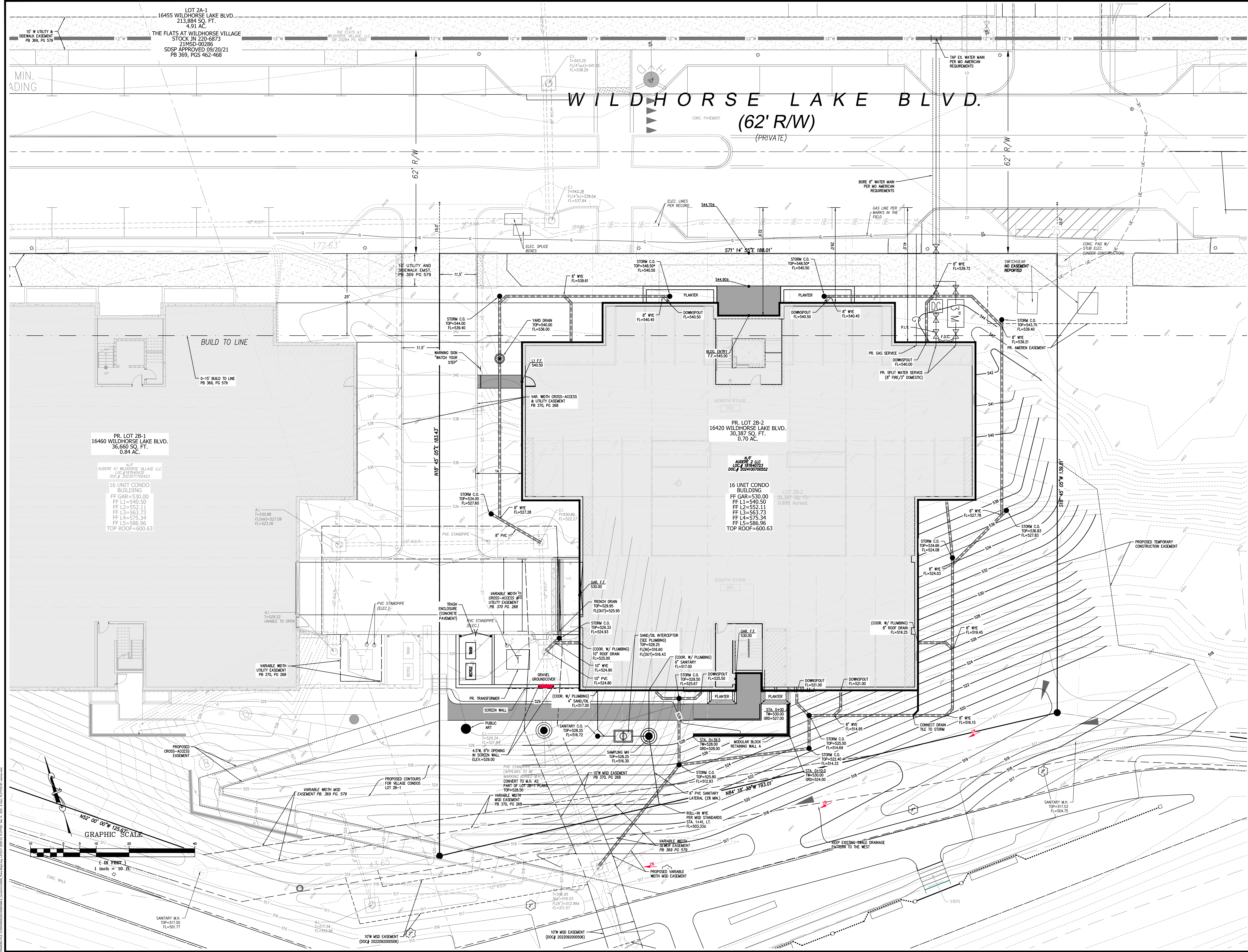
### GEOTECHNICAL ENGINEER'S STATEMENT

Midwest Testing, at the request of CRG Acquisitions, LLC, has performed a geotechnical exploration for the project proposed hereon. Our findings indicate that the earth-related aspects are suitable for the construction proposed hereon pursuant to the recommendations set forth in our November 29, 2021 report titled "Geotechnical Exploration—MT Job No. 14938—Wildhorse Village Condos-Lots 2B-2C—Chesterfield, Missouri."

DANIEL J. BARCZYKOWSKI, P.E.  
DANIEL J. BARCZYKOWSKI, P.E.  
REGISTERED PROFESSIONAL ENGINEER  
NUMBER E-25881  
02/26/2025  
DATE







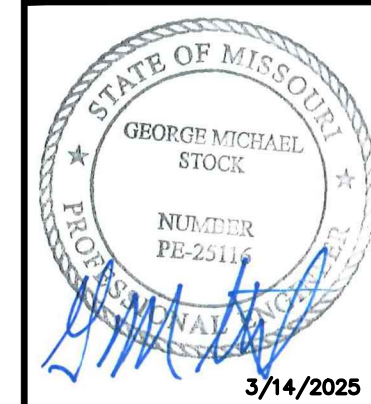
PREPARED BY:

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

SITE DEVELOPMENT SECTION PLAN FOR:

## AUDERE II - WILDHORSE VILLAGE CONDOS

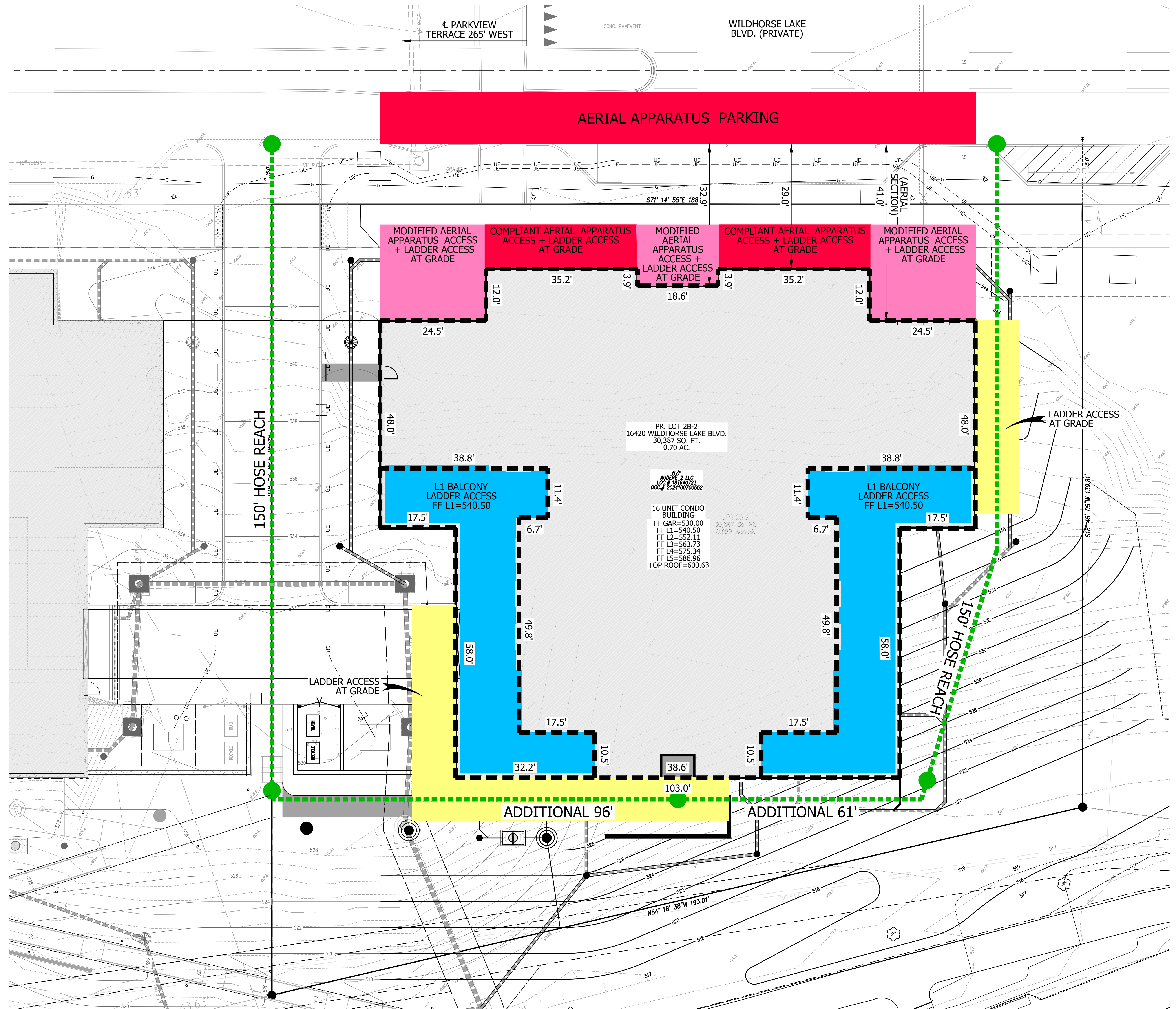
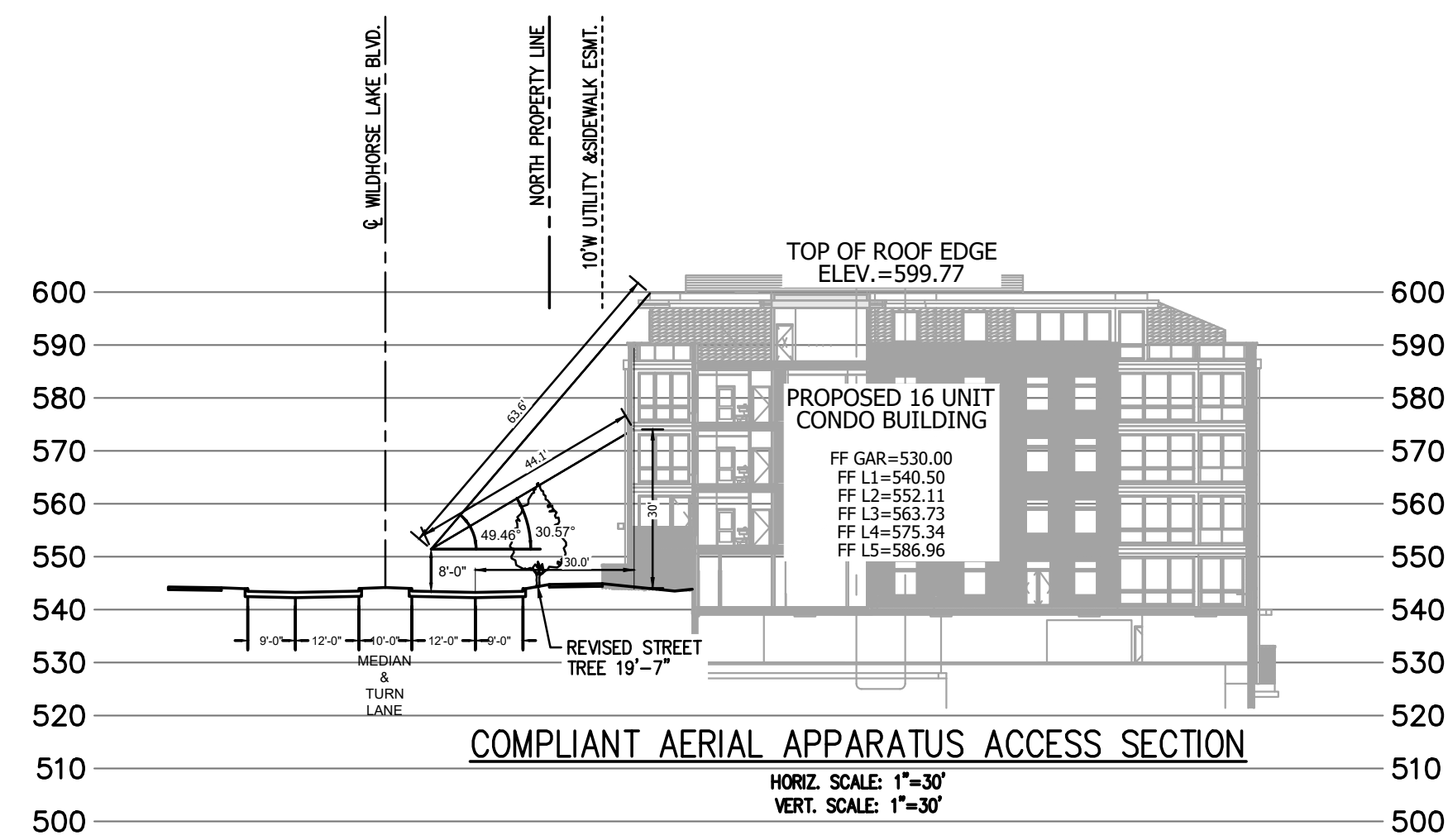
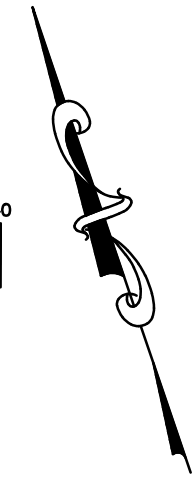
16460 WILDHORSE LAKE BLVD  
CHESTERFIELD, MO 63005



GEORGE M. STOCK E-25116  
CIVIL ENGINEER  
CERTIFICATE OF AUTHORITY  
NUMBER: 000996

| REVISIONS:                                 |                          |
|--------------------------------------------|--------------------------|
| 1                                          | 02/26/25 - CITY COMMENTS |
| 2                                          | 03/14/25 - CITY COMMENTS |
| DRAWN BY: A.C.D./Z.P.S. CHECKED BY: G.M.S. |                          |
| DATE: 01/27/2025 JOB NO: 221-6996.6        |                          |
| M.S.D. P. # BASE MAP: P                    |                          |
| 24MSD-00 1ST                               |                          |
| S.L.C. HAT # HAT SUFF: XX                  |                          |
| M.D.N.R. # MO-XXXXXXX                      |                          |
| SHEET TITLE: SITE DEVELOPMENT SECTION PLAN |                          |
| SHEET NO.: SDSP-02                         |                          |





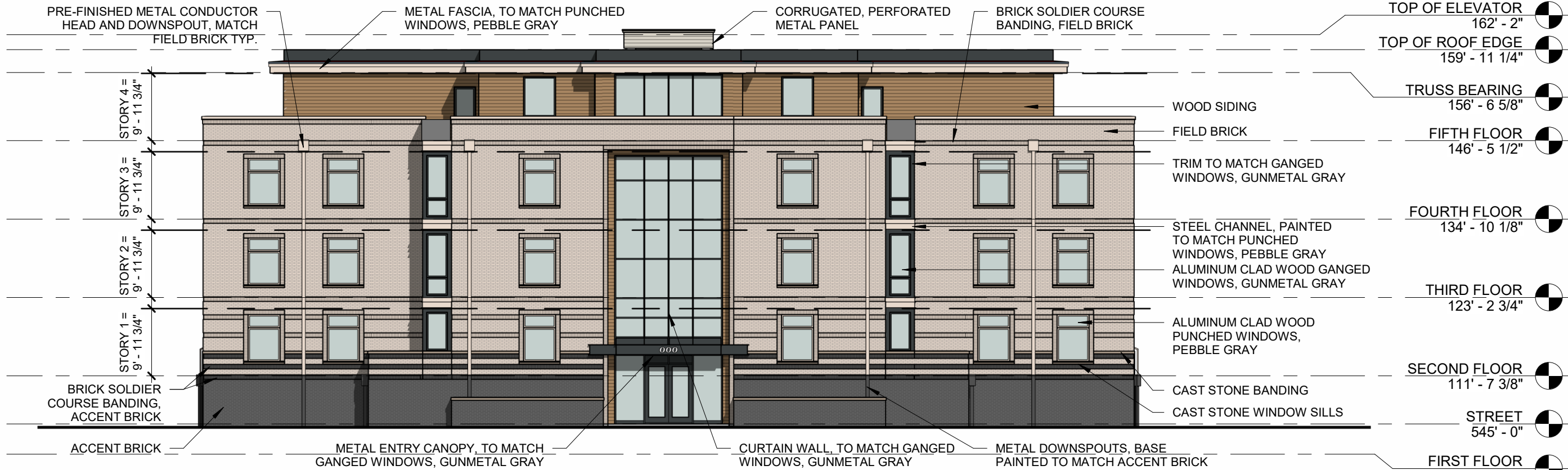
- |  |                                                                                                                                                                                                                                                      |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | LADDER ACCESS AT GRADE:<br>(LEVEL GROUND AROUND THE PERIMETER OF THE BUILDING THAT CAN BE USED FOR LADDER ACCESS)                                                                                                                                    |
|  | L1 BALCONY LADDER ACCESS:<br>(FIRST STORY BALCONY THAT CAN BE USED FOR LADDER ACCESS TO HIGHER POINTS OF THE BUILDING)                                                                                                                               |
|  | COMPLIANT AERIAL APPARATUS ACCESS + LADDER ACCESS AT GRADE:<br>(SATISFIES AERIAL APPARATUS REQUIREMENTS - BUILDING IS LOCATED BETWEEN 15'-30' FROM THE FIRE ROAD. LADDER ACCESS AT GRADE IS ALSO PROVIDED IN THIS AREA)                              |
|  | MODIFIED AERIAL APPARATUS ACCESS + LADDER ACCESS AT GRADE:<br>(BUILDING IS LOCATED GREATER THAN 30' FROM THE FIRE ROAD, BUT AERIAL APPARATUS SECTION DEMONSTRATES FULL ACCESS TO THE BUILDING. LADDER ACCESS AT GRADE IS ALSO PROVIDED IN THIS AREA) |





2  
A.02

NORTH ELEVATION  
1/16" = 1'-0"



1  
A.02

EAST ELEVATION  
1/16" = 1'-0"



**EXTERIOR ELEVATIONS**  
**AUDERE II - WILDHORSE VILLAGE CONDOS**  
16420 WILDHORSE LAKE BLVD  
CHESTERFIELD, MO 63005  
**TEGETHOFF DEVELOPMENT, LLC**

DATE # REVISION

0" 1/2" 1"

31 JAN 2025  
24015

**A.02**  
ALL LOCAL CODES SHALL PREVAIL. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS BEFORE CONSTRUCTION BEGINS  
Page 40 of 122

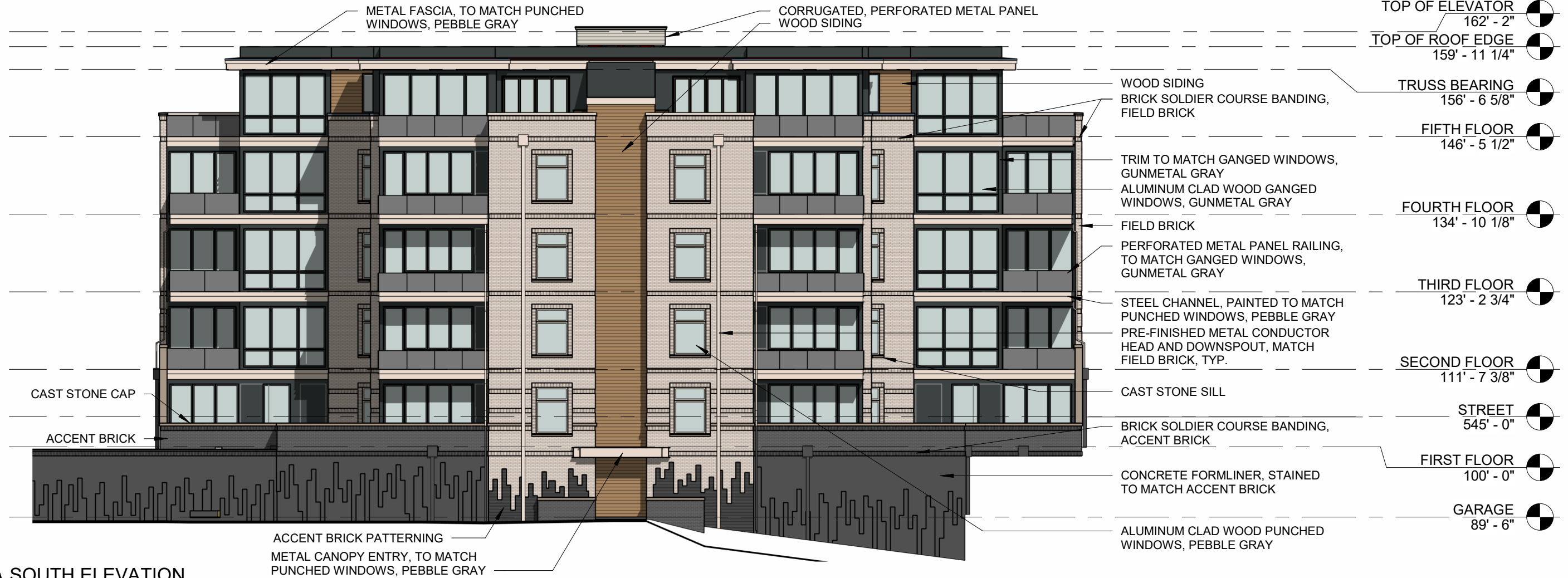
PRELIMINARY NOT FOR CONSTRUCTION



2  
A.03

SOUTH ELEVATION

1/16" = 1'-0"

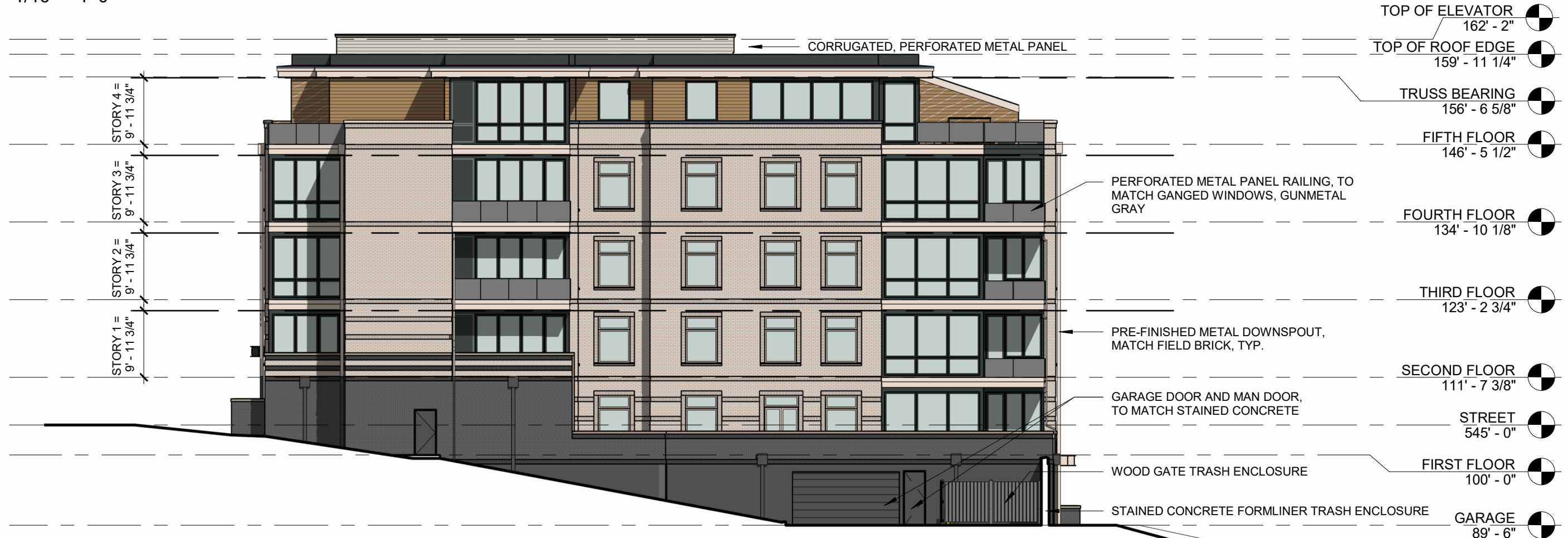


|                  |                |
|------------------|----------------|
| TOP OF ELEVATOR  | 162' - 2"      |
| TOP OF ROOF EDGE | 159' - 11 1/4" |
| TRUSS BEARING    | 156' - 6 5/8"  |
| FIFTH FLOOR      | 146' - 5 1/2"  |
| FOURTH FLOOR     | 134' - 10 1/8" |
| THIRD FLOOR      | 123' - 2 3/4"  |
| SECOND FLOOR     | 111' - 7 3/8"  |
| STREET           | 545' - 0"      |
| FIRST FLOOR      | 100' - 0"      |
| GARAGE           | 89' - 6"       |

1  
A.03

WEST ELEVATION

1/16" = 1'-0"



|                  |                |
|------------------|----------------|
| TOP OF ELEVATOR  | 162' - 2"      |
| TOP OF ROOF EDGE | 159' - 11 1/4" |
| TRUSS BEARING    | 156' - 6 5/8"  |
| FIFTH FLOOR      | 146' - 5 1/2"  |
| FOURTH FLOOR     | 134' - 10 1/8" |
| THIRD FLOOR      | 123' - 2 3/4"  |
| SECOND FLOOR     | 111' - 7 3/8"  |
| STREET           | 545' - 0"      |
| FIRST FLOOR      | 100' - 0"      |
| GARAGE           | 89' - 6"       |



EXTERIOR ELEVATIONS  
AUDERE II - WILDHORSE VILLAGE CONDOS  
16420 WILDHORSE LAKE BLVD  
CHESTERFIELD, MO 63005  
TEGETHOFF DEVELOPMENT, LLC

DATE # REVISION

31 JAN 2025  
24015

A.03

ALL LOCAL CODES SHALL  
PREVAIL. CONTRACTOR TO  
FIELD VERIFY ALL  
DIMENSIONS AND EXISTING  
CONDITIONS BEFORE  
CONSTRUCTION BEGINS  
Page 41 of 122

PRELIMINARY NOT FOR CONSTRUCTION





**ALUMINUM CLAD WINDOWS  
(GANGED WINDOWS, CURTAIN WALL)**  
EXAMPLE PHOTO



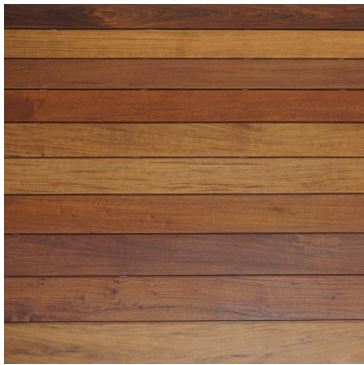
**ALUMINUM CLAD WINDOWS  
(GANGED WINDOWS, CURTAIN WALL)**  
MANUF: MARVIN  
STYLE: ULTIMATE CASEMENT  
FINISH: GUNMETAL GRAY



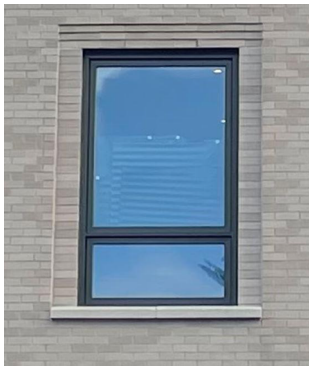
**METAL DOWNSPOUT BASE**  
FINISH: MATCH ACCENT BRICK  
WHERE INDICATED ON  
ELEVATIONS



**PRE-FINISHED METAL  
CONDUCTOR HEAD AND  
DOWNSPOUT**  
FINISH: MATCH FIELD BRICK



**WOOD SIDING**  
SPECIES: IPE  
STYLE: 6" PLANKS  
FINISH: NATURAL



**ALUMINUM CLAD WINDOWS  
(PUNCHED WINDOWS)**  
EXAMPLE PHOTO



**ALUMINUM CLAD WINDOWS  
(PUNCHED WINDOWS)**  
MANUF: MARVIN  
STYLE: ULTIMATE CASEMENT  
FINISH: PEBBLE GRAY



**FIELD BRICK**  
MANUF: MUTUAL MATERIALS BLEND  
FINISH: SEA GREY (25%), ASPEN (25%),  
PEWTER (50%)



**ACCENT BRICK**  
MANUF: CLOUD CERAMICS  
STYLE: IRONSPOT, MODULAR  
FINISH: SMOOTH EBONY



**CAST STONE SILL/ BANDING**  
MANUF: MIDWEST CAST STONE  
FINISH: COLOR 1A



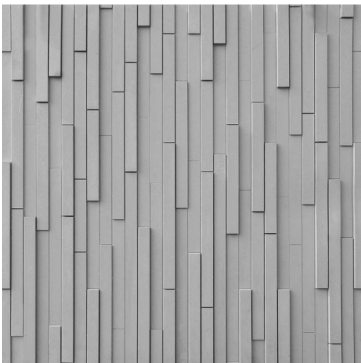
**TYPICAL GLAZING**  
DUAL PANE, LOW-E COATINGS, ARGON  
GAS



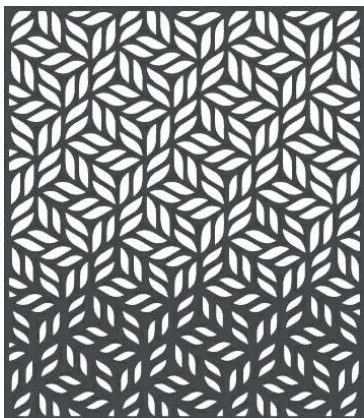
**GRAVEL MAINTENANCE STRIP (SEE  
LANDSCAPE)**  
3/4" - 1" CLEAN ANGULAR TRAP ROCK  
5" X 1/4" STAKED STEEL EDGING, BLACK  
POWDERCOAT



**CORRUGATED, PERFORATED METAL PANEL**  
MANUF: CITYSCAPES  
STYLE: 7.2 RIB HORIZONTAL  
PERFORATED  
FINISH: SHADOW GRAY



**CONCRETE FORMLINER PATTERN**  
MANUF: RECKLI  
STYLE: 2/195 GYSENBURG  
FINISH: STAIN (COLOR TO MATCH  
ACCENT BRICK)



**METAL RAILING PANEL**  
MANUF: BOK MODERN  
STYLE: A42  
FINISH: GUNMETAL GRAY

**MATERIALS LEGEND**

TEGETHOFF  
DEVELOPMENT. LLC

7253 WATSON RD. #107  
ST. LOUIS, MO 63119

STATE OF MISSOURI  
Amanda  
Partyska Norris  
NUMBER  
A-2008008198  
01/31/2025  
ARCHITECT

DRAWING TITLE  
EXTERIOR BUILDING MATERIALS

PROJECT TITLE  
AUDERE II - WILDHORSE VILLAGE CONDOS

16420 WILDHORSE LAKE BLVD  
CHESTERFIELD, MO 63005

core10  
ARCHITECTURE

4501 Lindell Blvd., Suite 1a  
Saint Louis, Missouri 63108  
314.726.4858 core10architecture.com

DATE # REVISION

0" 1/2" 1" 2"  
(sheet formatted for 24x36 paper)  
DATE: 31 JAN 2025  
PROJECT NO. 24015

SHEET NO.

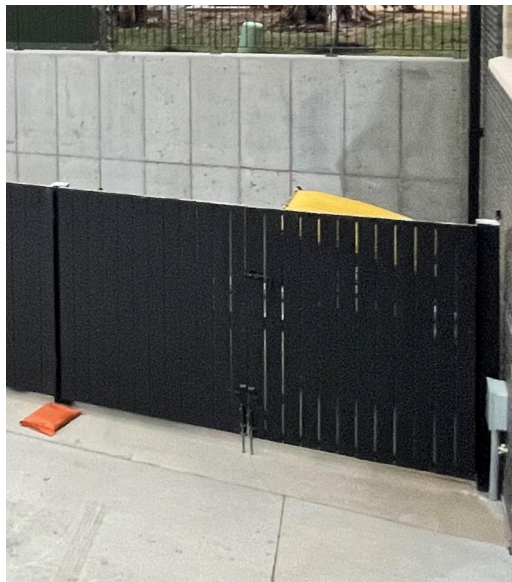
A.06

PRELIMINARY NOT FOR CONSTRUCTION

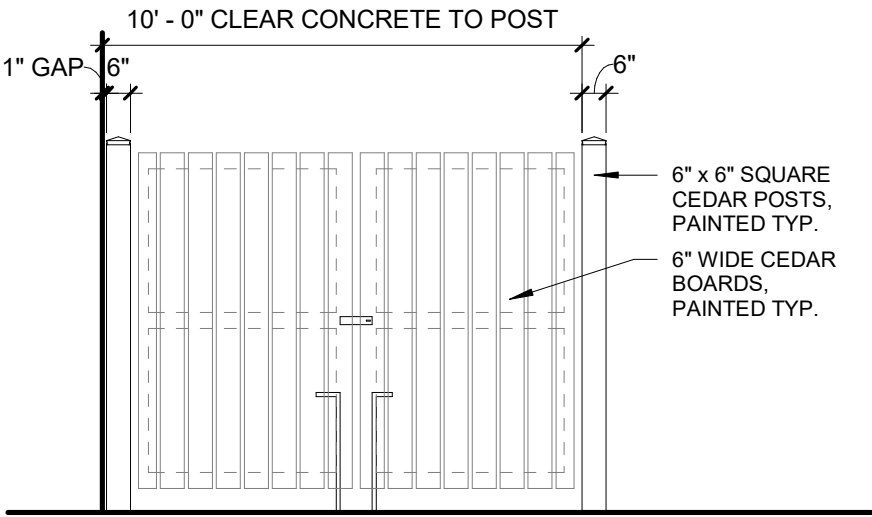
Page 42 of 122

ALL LOCAL CODES SHALL PREVAIL.  
CONTRACTOR TO FIELD VERIFY ALL  
DIMENSIONS AND EXISTING CONDITIONS  
BEFORE CONSTRUCTION BEGINS





EXAMPLE MATERIAL PHOTO



1  
A.09 TRASH ENCLOSURE FENCE/ GATE ELEVATION  
1/4" = 1'-0"

### Classic® 8

#### The Advantages of the Classic® System...

**It's Fast...**  
Located on the underside of each Classic® block, the 4" x 2" Anchor Bar creates an automatic setback with the highest shear resistance in the industry. Plus, Classic's fewer pieces, pinless design, and lower weight per square foot reduces construction time, labor costs, and freight charges.

**It's Simple...**  
"One Unit" construction is a vital element of Classic's superior design. 90° corners and half blocks are made simply by removing a portion of the block. No special blocks are required; no special inventories are needed; no shortages occur on the jobsite!

**It's Strong...**  
Upon assembly, Classic blocks automatically create 4" x 5" vertical "stone columns". When layered with grid, the gravel filled "stone columns" provide a multi-point interlock, for a more uniform block-to-grid connection.

**It's Versatile...**  
Variable setbacks, sharp radius turns, "One Unit" construction, and complete interchangeability are all features of Rockwood's Classic System. The ability to mix various sizes and colors within a wall enhances your imagination without sacrificing structural integrity. Plus, the Anchor Bar allows you to build at any setback you desire – from 0" to 14", providing the only "true" vertical setback in the industry.

#### Classic® 8 Blocks

Unit specifications, availability, color, and fascia options vary by manufacturer. Please contact your nearest Rockwood manufacturer or dealer for more information.

**Straight Split**  
Size: 8" H x 18" W x 12" D  
Weight: 80 lbs.

**Beveled Split**  
Size: 8" H x 18" W x 12" D  
Weight: 80 lbs.

**Rustic**  
Size: 8" H x 18" W x 12" D  
Weight: 80 lbs.

### ROCKWOOD® RETAINING WALLS

*A better way.™*

325 Alliance Place NE  
Rochester, MN 55906

toll free  
**888.288.4045**  
phone  
**507.529.2871**  
fax  
**507.529.2879**

[www.rockwoodwalls.com](http://www.rockwoodwalls.com)

RETAINING WALL STYLE INTENT

#### classic 6 and 8 retaining walls

Natural

Taupe

Taupe/Black

Goldenrod

Fieldstone

Red/Black

Charcoal

Straight Face  
Beveled Face

**Classic® 8 Base Block and Builders**

- 8 H x 18 L x 12" D, 1.0" setback
- 82 lbs., 36/pallet (3,020 lbs.)
- Straight face colors: Natural, Taupe, Taupe/Black, Goldenrod, Fieldstone, Red/Black, Charcoal, Red (not shown)
- Beveled face colors: Natural, Taupe, Goldenrod, Fieldstone, Red/Black

**Straight Face Solid Corner**

- Split on 18" & 9" side, 8 H x 18 L x 9" D
- 100 lbs., 32/pallet (3,240 lbs.)
- Colors: Natural, Taupe, Goldenrod, Fieldstone, Taupe/Black, Charcoal, Red/Black, Red

**Half Block and Corner Block**

- 8 H x 12 L x 9" D (half), 00 lbs.
- 8 H x 13 W x 4" D (corner), 00 lbs.
- Colors: Natural, Taupe, Goldenrod, Charcoal, Red, Red/Black, Taupe/Black, Fieldstone

**Classic® 6 Base Block and Builders**

- 8 H x 18 L x 12" D, .75" setback
- 64 lbs., 45/pallet (2,840 lbs.)
- Straight face colors: Natural, Taupe, Taupe/Black, Goldenrod, Fieldstone, Charcoal, Red (not shown)
- Beveled face colors: Natural, Taupe, Goldenrod, Fieldstone, Red/Black

**Standard Half Block and Corner Block**

- 6 H x 12 L x 9" D (half)
- 6 H x 13 W x 4" D (corner)
- Colors: Natural, Taupe, Goldenrod, Red, Red/Black, Taupe/Black, Fieldstone, Charcoal

**Standard Cap**

- 4 H x 18 W x 12" D
- 54 lbs., 48/pallet (3,280 lbs.)
- Colors: Natural, Taupe, Taupe/Black, Red, Charcoal, Goldenrod, Fieldstone, Red/Black

RETAINING WALL COLOR INTENT

### CORE10 ARCHITECTURE

4501 Lindell Blvd, Suite 1a  
Saint Louis, Missouri 63108  
314.726.4858 [CORE10architecture.com](http://CORE10architecture.com)



PRELIMINARY NOT FOR CONSTRUCTION

## SITE DETAILS

AUDERE II - WILDHORSE VILLAGE CONDOS  
16420 WILDHORSE LAKE BLVD  
CHESTERFIELD, MO 63005  
TEGETHOFF DEVELOPMENT. LLC

DATE # REVISION

31 JAN 2025  
24015  
**A.09**

ALL LOCAL CODES SHALL PREVAIL. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS BEFORE CONSTRUCTION BEGINS  
Page 43 of 122



GENERAL REQUIREMENTS FOR SITE DESIGN:

SITE RELATIONSHIP

The proposed project is part of the larger Wildhorse Village development and as such conforms to and incorporates the site design requirements as outlined in Ordinance 3161. The project is bordered to the north by The Flats at Wildhorse Village, to the east by Lot 2C which will be future similar condominium buildings, to the South by common ground and the lake and to the west by a view Corridor. The building design is configured to focus views towards the Lake and to tie into the planned streets, sidewalks and trails of the overall development with direct access from the south to the lake trail.

CIRCULATION SYSTEM & ACCESS

The site is accessed by a single curb cut that is shared with the condo building on the west half of the site, which is currently under construction. All vehicular access will use this drive for parking and trash. Parking is located in an enclosed garage on the lowest level of the building.

TOPOGRAPHY

The site slopes steeply from Wildhorse Lake Boulevard at the north down to the lake but the building is positioned to nestle into this slope and terrace units to capture views.

FOUNDATION & RETAINING WALLS

Due to the amount of slope from north to south, the south side of the building features an exposed foundation wall. This wall has been incorporated as a design feature of the building. The concrete will be stained to match the building's accent brick and a sculptural formliner has been selected to give the wall texture and interest, compatible with the building's design intent of a rocky outcropping on the horizon. Additionally, the landscape has been arranged to enhance and provide additional layering and texture to the wall and the south facade of the building. Low segmented block retaining walls will also be used along the path down to the lake to help hold the grade as the path traverses the hillside.

PUBLIC ART

Public art was proposed along the path from the south side of the building down to the lake with the development of the building to the west. The textured foundation wall and landscaping of the paired buildings will set the backdrop for the placement of this art.

GENERAL REQUIREMENTS FOR BUILDING DESIGN:

SCALE

Great attention has been given to the massing and scale of the architecture. The north street facade is designed to hold a strong edge, while also stepping back at the corners and entrance to break down the scale and welcome people to the building. As the building mass moves down the hill, there is a continual play of stepping and terracing to further break that scale down towards the lake.

DESIGN

The guiding principle of the building's design was a natural rock bluff in a hillside on the horizon. While the massing of the north street facade is strong and creates the horizon line, this breaks down as the building moves down the hill in a series of steps and terraces towards the lake. The individual residential units are arranged in such a way that every unit capitalizes on a view, providing terraces and balconies to embrace the nature and vantage points around the building and greater development.

MATERIALS & COLOR

The primary building material is brick for a timeless and classic sophistication. The upper brick is a blend of soft greys which transitions to strong dark accent bands and then dark stained textured concrete at the building's base. This materiality represents the rock striations as the building engages the earth and then lightens to blend into the horizon. The building also incorporates large expanses of glass and windows to capture those important and beautiful views, particularly at the south towards the lake. The very top of the building transitions to a warm wood siding at the horizon line.

WALLS & SCREENING

As previously mentioned the foundation and retaining walls have been designed to reflect the natural concept of the building and site through color and texture. There are screen walls at the roof level to enclose the building's elevator overrun and rooftop equipment with a cohesive material that is an integral part of the architecture. Screening of the trash enclosure is also incorporated. A portion of this enclosure is incorporated into an extension of the sculptural foundation wall. The remaining side and gate enclosure are painted wood slat screening to provide an easily maintainable and design compatible enclosure.

LANDSCAPE DESIGN

The site development incorporates a comprehensive landscape design package intended to enhance natural features and views while integrating into the overall Wildhorse Village master landscape plan.

MODIFICATION REQUEST - ROOF SCREENING:

We request a modification to Section IG.5 of Ordinance No. 3161, which states: "rooftop mechanical equipment shall be permitted on roofs within architecturally designed, fully enclosed penthouses that complement the building design." We are proposing to enclose the elevator overrun and rooftop equipment with a cohesive material with consistent top trim that is an integral part of the architecture and will not visually weaken the design of the structure, per UDC Section 405.04.010. The top of the enclosure will remain open for free ventilation.

In residential multifamily projects such as this, there are two main options for mechanical HVAC equipment. One is at grade, around the building, and the other is on the roof. Typically there is a need to accommodate one condenser unit for each residence, plus a unit or two for common areas. These are regular sized residential condensing units, much like what one would find at a single family home. Due to the number of units, the noise they can create and the heat that blows from them, our experience shows it is best to locate them on the roof. This avoids stress to landscaping, as well as stress to residents in windows, or on patios. On the roof, the units are neither heard nor seen from the ground when tightly grouped near the center of the building. The screening then becomes more about hiding them from upper levels of neighboring buildings than from the ground.

Therefore, we are showing all units together over the central corridor. A screen wall will encompass the equipment as well as the elevator overrun to provide a singular, seamless surround that invokes the continuation of the corridor spine up through the roof. In order to accomplish this, we are proposing a metal panel screen of the same warm grey color and horizontal aesthetic as the other trim on the building at the roof level. We feel this solution provides the best aesthetic of simply another stepped back building level continuing with the theme below.



ARCHITECT'S STATEMENT  
AUDERE II - WILDHORSE VILLAGE CONDOS  
16420 WILDHORSE LAKE BLVD  
CHESTERFIELD, MO 63005  
TEGETHOFF DEVELOPMENT. LLC

DATE # REVISION

0" 1/2" 1"

31 JAN 2025  
24015

A.10

ALL LOCAL CODES SHALL  
PREVAIL. CONTRACTOR TO  
FIELD VERIFY ALL  
DIMENSIONS AND EXISTING  
CONDITIONS BEFORE  
CONSTRUCTION BEGINS  
Page 44 of 122

PRELIMINARY NOT FOR CONSTRUCTION





PROJECT TITLE  
**AUDERE II - WILDHORSE VILLAGE CONDOS**  
16420 WILDHORSE LAKE BLVD  
CHESTERFIELD, MO 63005

DRAWING TITLE  
**ROOF PLAN**



| DATE | # | REVISION |
|------|---|----------|
|------|---|----------|

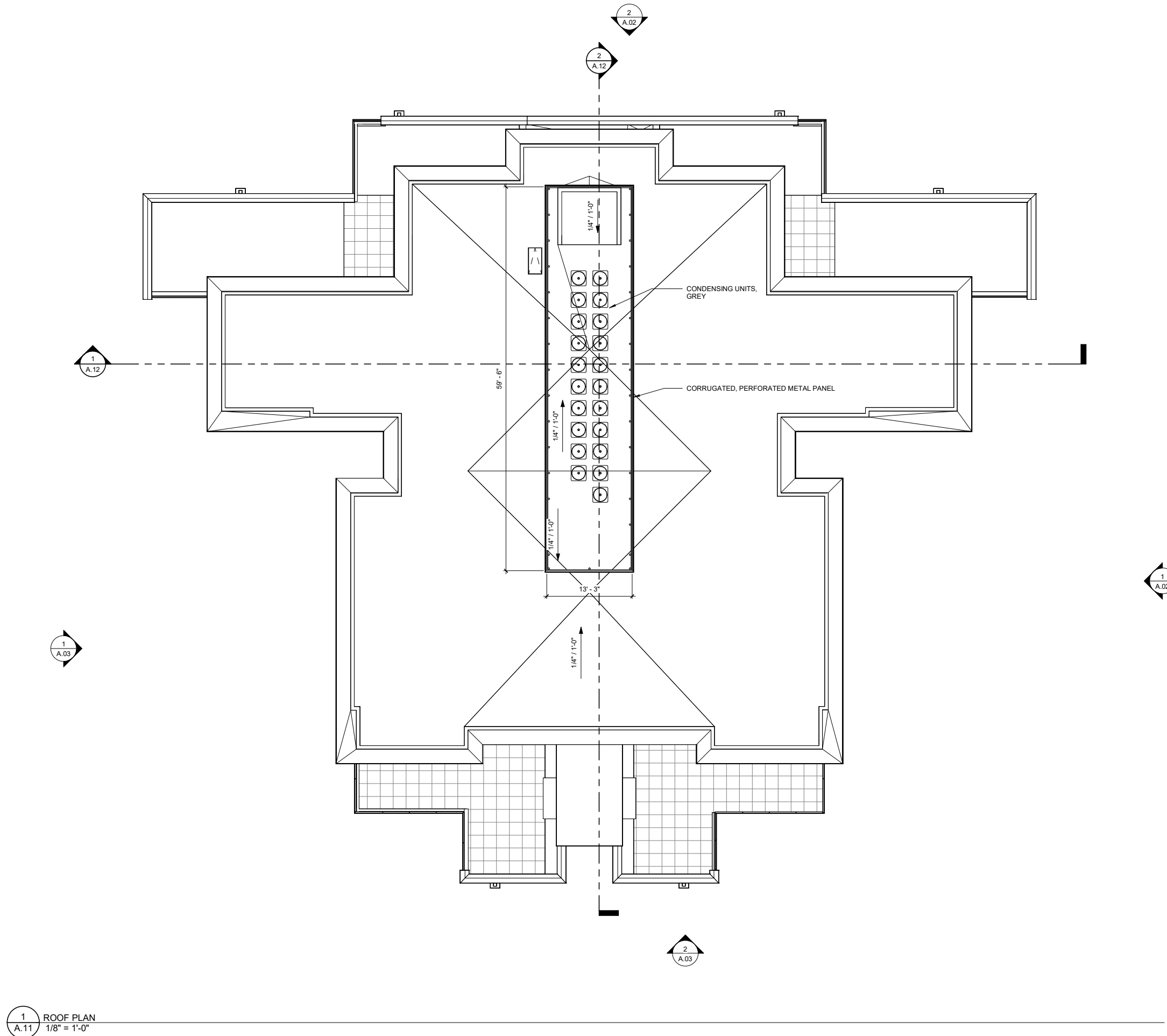
0" 1/2" 1" 2"  
(sheet formatted for 24x36 paper)  
DATE: 31 JAN 2025  
PROJECT NO. 24015

SHEET NO. **A.11**

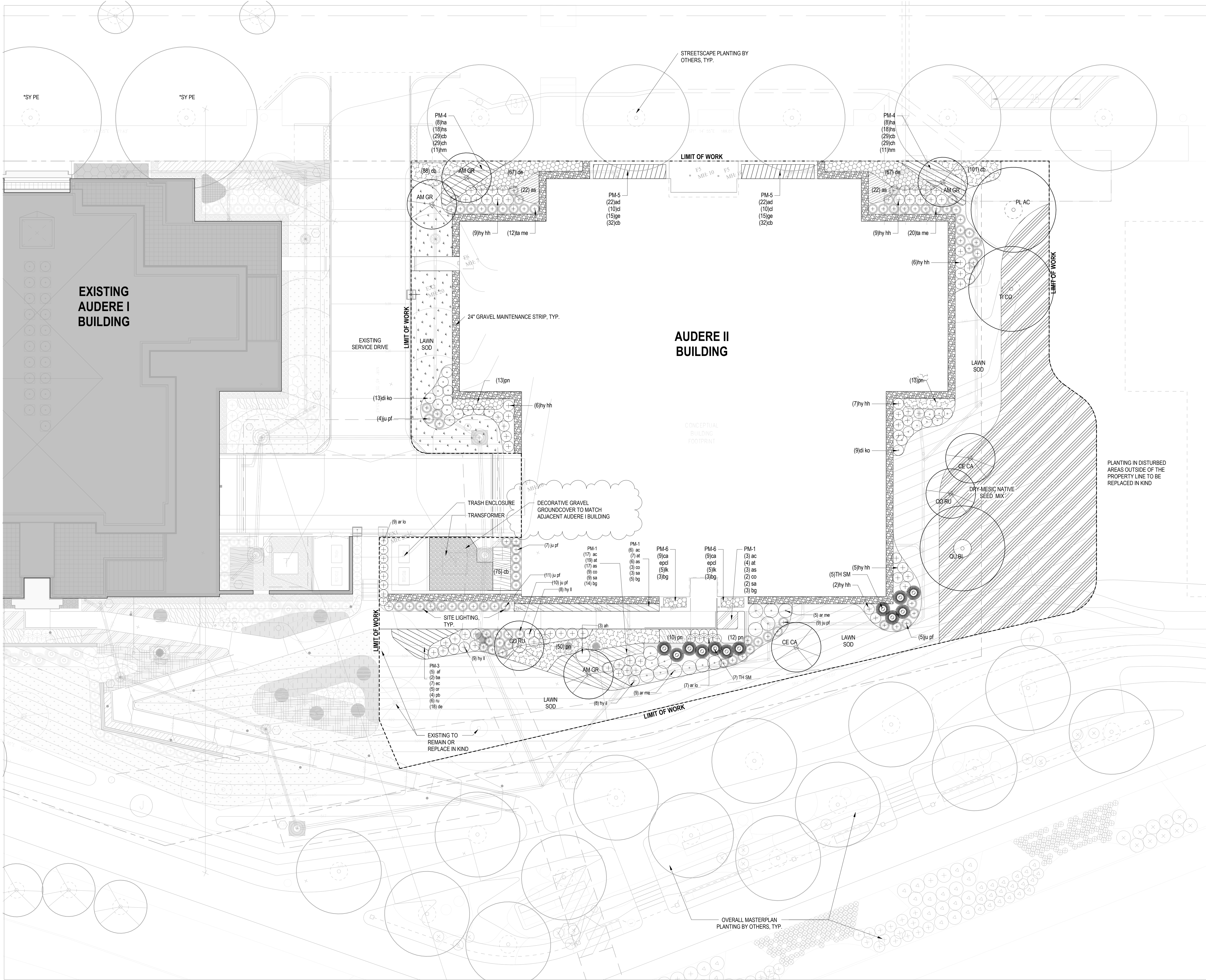
ALL LOCAL CODES SHALL PREVAIL.  
CONTRACTOR TO FIELD VERIFY ALL  
DIMENSIONS AND EXISTING CONDITIONS  
BEFORE CONSTRUCTION BEGINS

Page 45 of 122

PRELIMINARY NOT FOR CONSTRUCTION







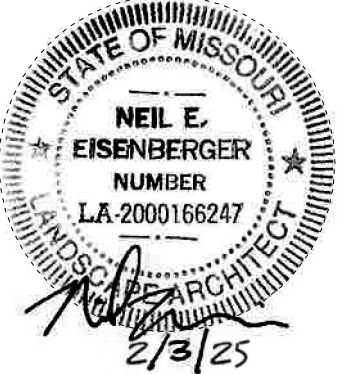
PLANTING NOTES

1. PLANT NAMES MAY BE ABBREVIATED ON DRAWINGS. REFER TO PLANTING SCHEDULE AND LEGENDS FOR SYMBOLS, ABBREVIATIONS, BOTANICAL AND COMMON NAMES, SIZES, ESTIMATED QUANTITIES AND OTHER REMARKS.
2. VERIFY ALL DIMENSIONS AND SITE CONDITIONS PRIOR TO STARTING CONSTRUCTION AND IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
3. VERIFY THE LOCATION OF ALL UTILITIES INCLUDING SANITARY AND STORM SEWER - ROOF DRAINS PRIOR TO BEGINNING CONSTRUCTION.
4. ALL WORK PERFORMED SHALL BE IN COMPLIANCE WITH THE CONTRACT DOCUMENTS AND WITH ALL APPLICABLE CODES, STANDARDS AND ORDINANCES.
5. ALL PLANTS SHALL BE GUARANTEED FOR ONE FULL YEAR FROM THE SUBSTANTIAL COMPLETION OF THE LANDSCAPE CONTRACT AT FULL REPLACEMENT VALUE INCLUDING LABOR TO REPLACE PLANT MATERIALS.
6. ALL PLANT MATERIAL SHALL BE OF SPECIMEN QUALITY AND OF THE SIZE AND TYPE SPECIFIED IN THE PLANT SCHEDULE.
7. THE SITE SHALL BE FINISH GRADED BY THE LANDSCAPE CONTRACTOR. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN FINISHED GRADES AND RE-GRADE ANY AREAS DISTURBED BY LANDSCAPE OPERATIONS.
8. ANY CLEAN, EXCESS SOIL FROM LANDSCAPE OPERATIONS SHALL BE WASTED ON SITE AT THE DISCRETION OF THE CONTRACTOR OR DISPOSED OF OFF SITE. ALL CONSTRUCTION DEBRIS FROM LANDSCAPE OPERATIONS SHALL BE DISPOSED OF OFF SITE.
9. REFER TO SPECIFICATION FOR SOD TYPE. ALL AREAS INDICATED IN THE PLANS TO BE SODDED SHALL BE MOWED JUST PRIOR TO INSTALLATION AND SHALL BE GUARANTEED FOR A PERIOD OF ONE MONTH. ALL SOD AREAS ARE TO BE WATERED DAILY FOR ONE WEEK AND EVERY OTHER DAY FOR THE NEXT TWO WEEKS.
10. ALL PLANTING AREAS MUST BE FREE OF ALL WEEDS AND DEBRIS BEFORE PLANTING, SODDING, AND/OR SEEDING.
11. REF. SPECIFICATIONS AND DETAILS FOR PLANTING METHODS, REQUIREMENTS, SOIL TESTING, MATERIALS, EXECUTIONS AND PLAN PROTECTIONS.
12. PROVIDE AND INSTALL LOCALLY AVAILABLE SHREDDED HARDWOOD MULCH AROUND THE BASE OF ALL TREES AND SHRUBS IN SHRUB BEDS ONLY. IF TREES AND SHRUBS ARE PART OF A PERENNIAL / ORNAMENTAL GRASS / GROUNDCOVER BED, THEN APPLY LOCAL LEAF MULCH TO ALL.
13. WHERE PROVIDED, AREA TAKEOFFS AND PLANT QUANTITY ESTIMATES IN PLANTING SCHEDULE ARE FOR INFORMATION ONLY. CONTRACTOR IS RESPONSIBLE TO DO THEIR OWN QUANTITY TAKE-OFFS FOR ALL PLANT MATERIAL AND SIZES SHOWN ON THE DRAWINGS. IN CASE OF DISCREPANCIES, BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR CLARIFICATION.
14. THE CONTRACTOR SHALL PROVIDE PLANT MATERIAL QUANTITIES TO MATCH THE DRAWINGS AND TO PROVIDE TOTAL COVERAGE AT THE SPECIFIED SPACING.
15. THERE SHALL BE NO SUBSTITUTIONS OF PLANT MATERIAL WITHOUT APPROVAL OF THE OWNER/ARCHITECT. THE OWNER/ARCHITECT ALONE SHALL DETERMINE EQUALITY BASED UPON COMPLETE INFORMATION SUBMITTED BY THE CONTRACTOR. SUBSTITUTIONS SHALL NOT BE MADE UNLESS DRAWINGS AND/OR WRITTEN REQUESTS ARE SUBMITTED TO THE OWNER/ARCHITECT FOR APPROVAL.
16. CONTRACTOR IS RESPONSIBLE TO RESTORE ALL AREAS OF THE SITE OR ADJACENT AREAS WHERE DISTURBED TO A CONDITION THAT MEETS OR EXCEEDS THE CONDITIONS PRIOR TO THE DISTURBANCE.
17. SEE SHEET L4.601 FOR PLANT SCHEDULE.

LEGEND

| SYMBOL | DESCRIPTION             | DETAIL |
|--------|-------------------------|--------|
|        | CANOPY TREES            |        |
|        | UNDERSTORY TREES        |        |
|        | EVERGREEN TREES         |        |
|        | EXISTING TREE TO REMAIN |        |
|        | DECIDUOUS SHRUBS        |        |
|        | EVERGREEN SHRUBS        |        |
|        | TURF                    |        |
|        | DRY-MESIC NATIVE SEED   |        |

NOTES:  
SEE PLANTING SCHEDULE FOR PLANT DETAILS AND QUANTITIES  
SEE LIGHTING PLAN FOR LIGHT LOCATIONS AND TYPES



Lamar Johnson Collaborative

2109 INNERBELT BUSINESS CENTER DRIVE  
ST. LOUIS, MISSOURI 63114  
(314) 428-1010

AUDERE II -  
WILDHORSE VILLAGE CONDOS  
16460 WILDHORSE LAKE BLVD, CHESTERFIELD, MO 63005

| DRAWING ISSUE |          |
|---------------|----------|
| DESCRIPTION   | DATE     |
| ISSUE SDSP    | 02.03.25 |
| SDSP COMMENTS | 03.05.25 |
| RESPONSE      |          |

BUILDING MAP

DRAWING TITLE  
LANDSCAPE PLAN

DRAWING NO.  
L1.1

Job # 20\_000

LANDSCAPE PLAN  
1  
L1.1  
3/32" = 1'-0"

0' 8' 16' 32'

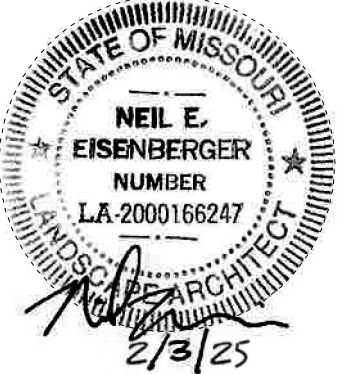
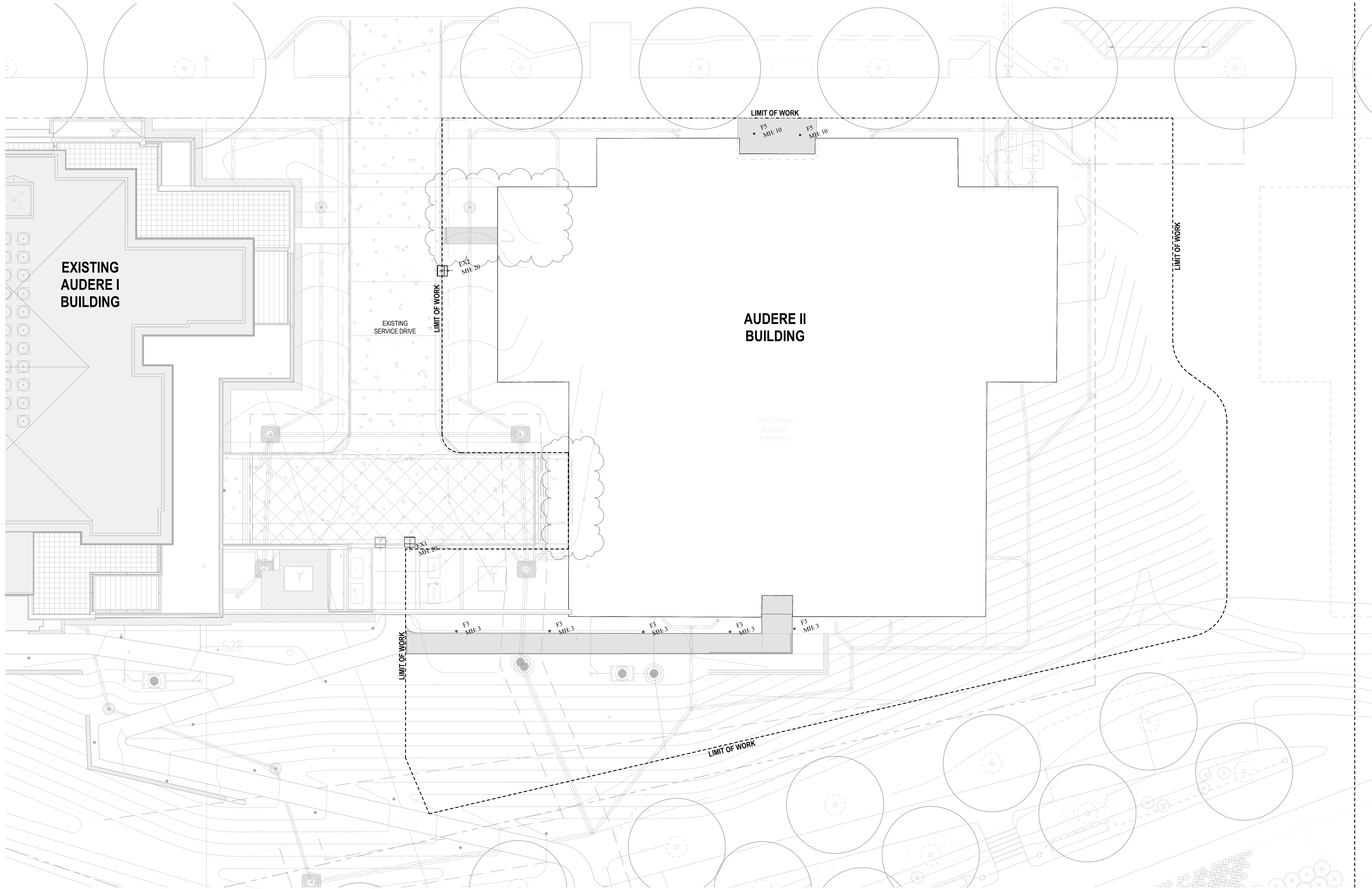
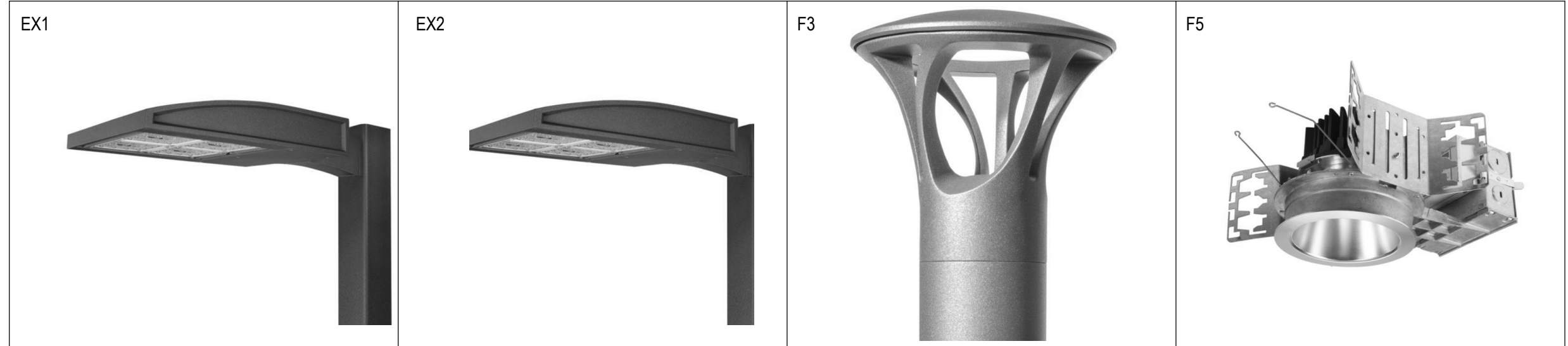


EXISTING POLE FIXTURES MOUNTED ON 18" POLE & 2' BASE  
LIGHT LEVEL CALCULATED ON THE GROUND

| Calculation Summary  |             |       |      |     |     |         |         |
|----------------------|-------------|-------|------|-----|-----|---------|---------|
| Scenario: ON         |             |       |      |     |     |         |         |
| Label                | CalcType    | Units | Avg  | Max | Min | Avg/Min | Max/Min |
| FRONT ENTRY          | Illuminance | Fc    | 1.65 | 2.5 | 1.0 | 1.65    | 2.50    |
| GARAGE ENTRY         | Illuminance | Fc    | 1.16 | 1.7 | 0.7 | 1.66    | 2.43    |
| REAR SIDEWALK Planar | Illuminance | Fc    | 0.90 | 2.9 | 0.1 | 9.00    | 29.00   |
| SIDE ENTRY           | Illuminance | Fc    | 0.58 | 1.1 | 0.3 | 1.93    | 3.67    |

| Luminaire Schedule |     |       |             |       |            |             |                              |
|--------------------|-----|-------|-------------|-------|------------|-------------|------------------------------|
| Scenario: ON       |     |       |             |       |            |             |                              |
| Symbol             | Qty | Label | Arrangement | LLF   | Lum. Watts | Total Watts | Description                  |
|                    | 1   | EX1   | Single      | 0.912 | 57         | 57          | GALN-SA1C-740-U-T4W          |
|                    | 1   | EX2   | Single      | 0.912 | 57         | 57          | GALN-SA1C-740-U-SL3          |
|                    | 5   | F3    | Single      | 0.900 | 11         | 55          | ABB-B1-LED-D1-A-8030         |
|                    | 2   | F5    | Single      | 0.900 | 7.2        | 14.4        | LD4C05D010 EX4C059030 4LBSQH |

DESIGN IS BASED ON CURRENT INFORMATION PROVIDED AT THE TIME OF REQUEST.  
ANY CHANGES IN MOUNTING HEIGHT OR LOCATION, LAMP WATTAGE, LAMP TYPE, AND  
EXISTING FIELD CONDITIONS, THAT EFFECT ANY OF THE PREVIOUSLY MENTIONED, WILL  
VOID CURRENT LAYOUT AND REQUIRE A CHANGE REQUEST AND RECALCULATION.



Lamar Johnson  
Collaborative  
2109 INNERBELT BUSINESS CENTER DRIVE  
ST. LOUIS, MISSOURI 63114  
PH 314.428.1010

# AUDERE II - WILDHORSE VILLAGE CONDOS

16460 WILDHORSE LAKE BLVD, CHESTERFIELD, MO 63005

## DRAWING ISSUE

| DESCRIPTION   | DATE     |
|---------------|----------|
| ISSUE SDSP    | 02.03.25 |
| SDSP COMMENTS | 03.05.25 |
| RESPONSE      |          |

## BUILDING MAP

## DRAWING TITLE SITE LIGHTING PLAN

## DRAWING NO.

E1.1

Job # 20 000

1 SITE LIGHTING PLAN  
3/27/25 1:00

2/28/2025 2:28:33 PM

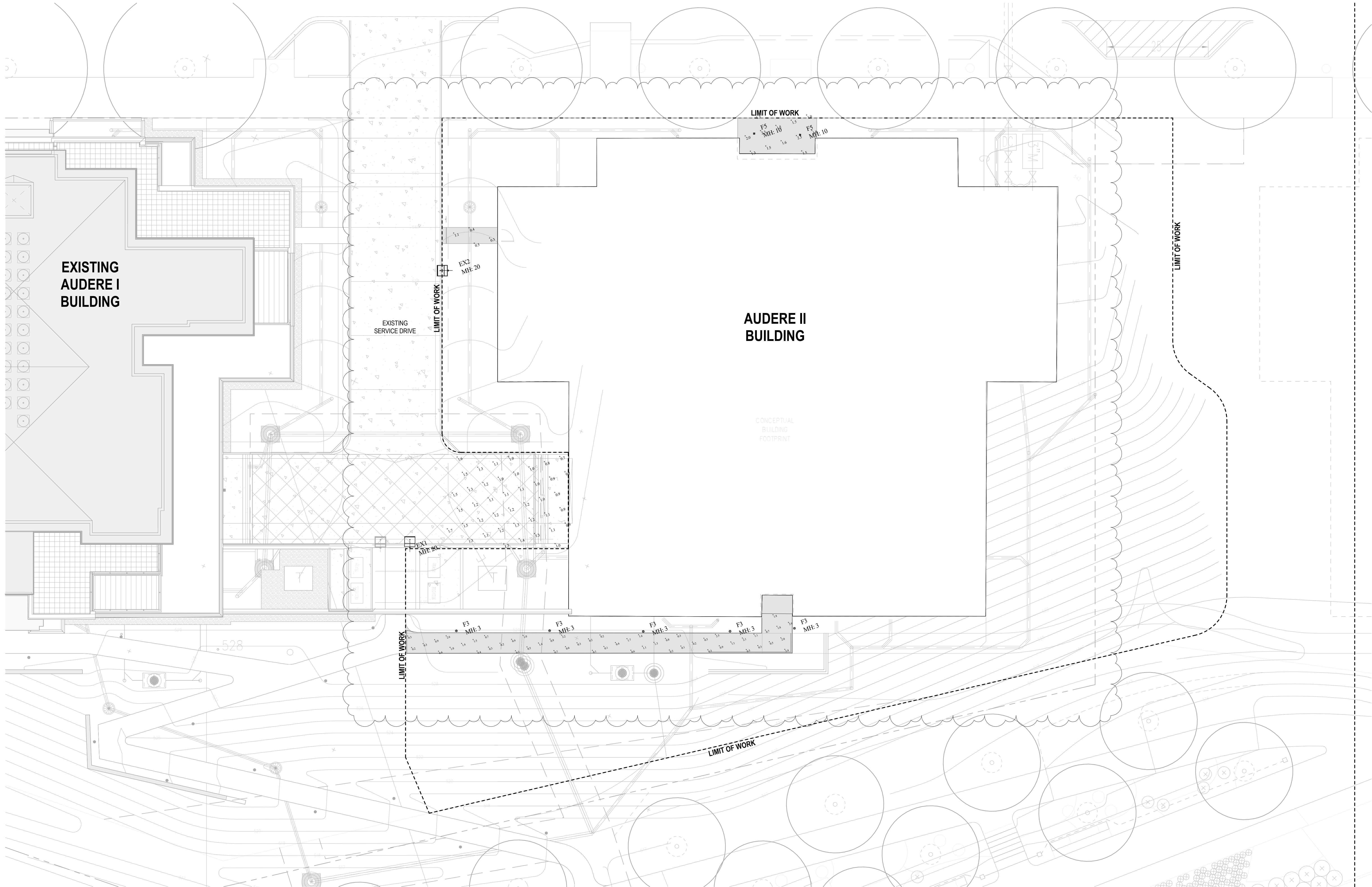
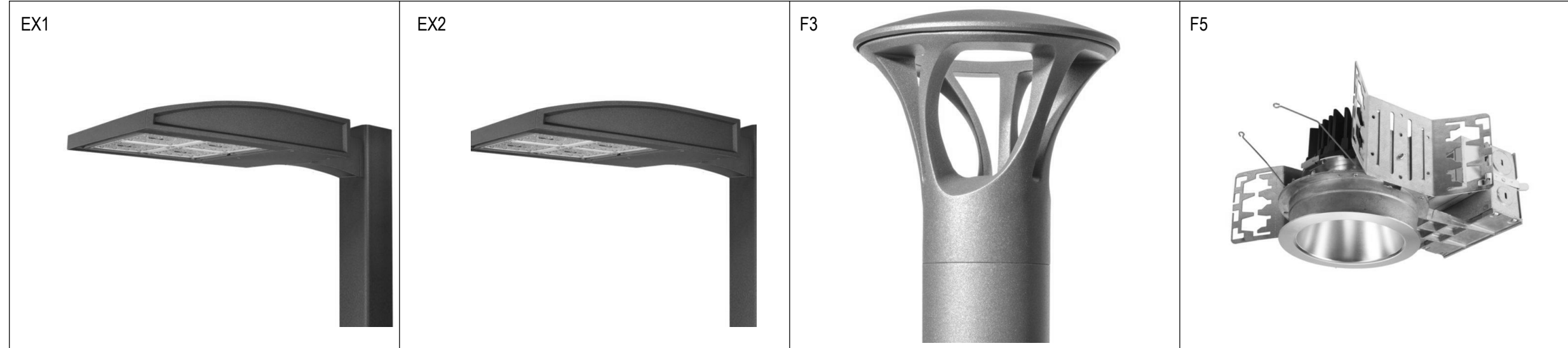


EXISTING POLE FIXTURES MOUNTED ON 18" POLE & 2' BASE  
LIGHT LEVEL CALCULATED ON THE GROUND

| Calculation Summary  |             |       |      |     |     |         |         |
|----------------------|-------------|-------|------|-----|-----|---------|---------|
| Scenario: ON         |             |       |      |     |     |         |         |
| Label                | CalcType    | Units | Avg  | Max | Min | Avg/Min | Max/Min |
| FRONT ENTRY          | Illuminance | Fc    | 1.65 | 2.5 | 1.0 | 1.65    | 2.50    |
| GARAGE ENTRY         | Illuminance | Fc    | 1.16 | 1.7 | 0.7 | 1.66    | 2.43    |
| REAR SIDEWALK Planar | Illuminance | Fc    | 0.90 | 2.9 | 0.1 | 9.00    | 29.00   |
| SIDE ENTRY           | Illuminance | Fc    | 0.58 | 1.1 | 0.3 | 1.93    | 3.67    |

| Luminaire Schedule |     |       |             |       |            |             |                              |
|--------------------|-----|-------|-------------|-------|------------|-------------|------------------------------|
| Scenario: ON       |     |       |             |       |            |             |                              |
| Symbol             | Qty | Label | Arrangement | LLF   | Lum. Watts | Total Watts | Description                  |
|                    | 1   | EX1   | Single      | 0.912 | 57         | 57          | GALN-SA1C-740-U-T4W          |
|                    | 1   | EX2   | Single      | 0.912 | 57         | 57          | GALN-SA1C-740-U-SL3          |
|                    | 5   | F3    | Single      | 0.900 | 11         | 55          | ABB-B1-LED-D1-A-8030         |
|                    | 2   | F5    | Single      | 0.900 | 7.2        | 14.4        | LD4C05D010 EX4C059030 4LBSQH |

DESIGN IS BASED ON CURRENT INFORMATION PROVIDED AT THE TIME OF REQUEST.  
ANY CHANGES IN MOUNTING HEIGHT OR LOCATION, LAMP WATTAGE, LAMP TYPE, AND  
EXISTING FIELD CONDITIONS, THAT EFFECT ANY OF THE PREVIOUSLY MENTIONED, WILL  
VOID CURRENT LAYOUT AND REQUIRE A CHANGE REQUEST AND RECALCULATION.



**Lamar Johnson Collaborative**  
2109 INNERBELT BUSINESS CENTER DRIVE  
ST. LOUIS, MISSOURI 63114  
PH 314.428.1010

# AUDERE II - WILDHORSE VILLAGE CONDOS

16460 WILDHORSE LAKE BLVD, CHESTERFIELD, MO 63005

| DRAWING ISSUE |          |
|---------------|----------|
| DESCRIPTION   | DATE     |
| ISSUE SDSP    | 02.03.25 |
| SDSP COMMENTS | 03.05.25 |
| RESPONSE      |          |

BUILDING MAP

DRAWING TITLE  
SITE LIGHTING PHOTOMETRIC  
PLAN

DRAWING NO.

E1.2

Job # 20\_000

1 SITE LIGHTING PHOTOMETRIC PLAN  
E1.2 3/27/25 1:10"

20250325 2:28:30 PM



**AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI AMENDING CERTAIN SECTIONS OF ARTICLE V UNFIT BUILDINGS IN THE CITY OF CHESTERFIELD.**

**WHEREAS**, Missouri State Statutes provide for the vacation, demolition, repair and/or maintenance of structures which are detrimental to the health, safety or welfare of the residents and declared to be a public nuisance; and

**WHEREAS**, the City recognizes that unfit buildings are detrimental to the health, safety or welfare of the citizens of the City of Chesterfield; and

**WHEREAS**, Article V of the Code of the City of Chesterfield declares all unfit buildings as public nuisances; and

**WHEREAS**, the City has determined that certain changes need to be made to Article V in order to provide an expeditious manner by which to process the vacation, demolition, repair and/or maintenance of unfit buildings.

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

**Section I:** The City does hereby repeal and replace certain sections of Article V “Unfit Buildings” as follows. Language shown stricken shall be removed. Language underlined shall be added:

**Section 500.500. Definitions.**

As used in this Article, the following terms shall have the meanings indicated:

UNFIT BUILDING — All buildings or structures having one (1) or more of the following defects:

1. Those which have interior walls or other vertical structural members which list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside of the middle third of its base.
2. Those that, exclusive of the foundation, show thirty-three percent (33%) or more damage or deterioration of the supporting member or members or fifty percent (50%) damage or deterioration of non-supporting enclosing or outside walls or covering.
3. Those that have improperly distributed loads upon the floors or roofs, or in which the same are overloaded or that have insufficient strength to be reasonably safe for the purpose used.



4. Those which have exterior portions, members, appurtenances, ornamentations or components which have deteriorated in such a way that they constitute a threat of falling upon public ways or upon the property of others or which may constitute a threat of injury to members of the public or the occupants thereof.
5. Those which are open at door, window, wall or roof, so that the same may be entered by animals, children or unauthorized persons
6. Those which have been damaged by fire, wind, flood, vandalism or other causes so as to constitute a threat to the life, health, safety or welfare of the public or the occupants thereof.
7. Those which are so dilapidated, decayed, unsafe, or unsanitary so that they are unfit for human habitation, or are likely to cause injury to the life, health, safety or welfare of the public or the occupants thereof.
8. Those which, because of their condition, become harboring places for rats, stray animals, vermin or other disease bearing creatures, and which are unsafe, unsanitary or dangerous to the health, safety or general welfare of the public or the occupants thereof.
9. Those occupied buildings or structures having light, air, or sanitary facilities that are inadequate to protect the health, safety or general welfare of the occupants thereof.
10. Those buildings or structures, whether occupied or unoccupied, having inadequate facilities for egress in case of fire, or other catastrophe, or those buildings with structures having insufficient stairways, elevators, fire escapes to allow adequate egress therefrom.
11. Those which have never been lawfully occupied and for which a certificate of use and occupancy could not be granted by reason of incompleteness, where construction has been substantially abandoned for more than two (2) years.
12. Those in the process of demolition upon which no substantial work shall have been performed for a period of ninety (90) days.
13. Those which have been for two (2) years boarded up, abandoned, not used as a residence or by way of other evidence that the structure shall not be used in the future as a residence based upon the predominant zoning or in the immediate area as a result of a change in the underlying zoning district.



**Section 500.510. Nuisance.**

All unfit buildings within the terms of this Section are hereby declared to be public nuisances and shall be repaired, reconditioned, vacated and repaired, or vacated and demolished as herein provided.

**Section 500.520. Emergencies.**

A. In cases where it reasonably appears that there is immediate danger to the life, health, safety or welfare of any person unless an unfit building, as defined herein, is immediately repaired, vacated and demolished, the Building Inspector shall report such facts to the Director of Planning. The Director of Planning shall take emergency measures to vacate, repair and/or demolish such dangerous building or structure with prior written consent from the City Administrator. The Director of Planning and the City Administrator shall forward all copies of their actions to the City Council at the Council's next regular meeting subsequent to such action. The reasons for the Director's actions shall be set forth in detail in such reports.

B. The costs of such emergency vacation, repair or demolition of such unfit building shall be collected in the same manner as provided in Section 500.640 herein.

**Section 500.530. Standards For Repair, Vacation Or Demolition.**

A. The following standards shall be followed by the Director of Planning and the Building Inspector in ordering repair, vacation or demolition of an unfit building as defined herein:

1. If the unfit building can reasonably be repaired so that it will no longer exist in violation of the terms of this Article, it shall be ordered to be repaired.
2. If the unfit building is in such condition as to make it dangerous to the life, health, safety or welfare of its occupants, it shall be ordered to be vacated.
3. In any case where an unfit building is fifty percent (50%) damaged, decayed or deteriorated, it shall be ordered to be repaired or demolished.
4. In all cases where a building cannot be repaired so that it will no longer exist in violation of the provisions of this Article or any ordinance of this City of Chesterfield or Statute of the State of Missouri, it shall be ordered to be demolished.



**Section 500.540. Duty To Perform Inspection.**

A. The City of Chesterfield shall cause an inspection to be performed by an inspector designated by the City of Chesterfield upon:

1. Any building or structure upon which complaints are made by any person alleging it is unfit.
2. Any building or structure reported by a Police Department, Fire District or any other public agency as apparently unfit.
3. Any building or structure which has been classified as unfit pursuant to a study, program or inspection conducted by a department of the City of Chesterfield.

B. If an inspector designated by the City of Chesterfield or its designated representative, after inspection, determines that a building or structure is unfit and the Director of Planning shall concur with said findings of the inspector pursuant to his/her written report, the Director of Planning shall declare the building unfit and a public nuisance.

C. If the Building Inspector completes inspection of a building or structure and finds it to be inherently dangerous and, in his/her opinion, constitutes a nuisance per se, upon approval of such finding ex parte by the Director of Planning, he/she shall place a notice on such building or structure forthwith, reading as follows:

NOTICE

"This building has been found to be an unfit building by the Building Inspector. This notice is to remain on this building until it is repaired, vacated and repaired or vacated and demolished and the property cleaned up in accordance with the notice which has been given the owner, occupant, lessee, mortgagee or agent of this building and all other persons having an interest in said building as shown by the land records of the Recorder of Deeds of St. Louis County where the land is located. It is unlawful to remove this notice until such notice is complied with."

Such a finding and posting of this notice shall not deprive any persons entitled to notice and hearing from receiving such notice and hearing as otherwise provided by this Article.

**Section 500.550. Affected Parties.**

With respect to an unfit building or structure, an affected party shall include the owner, occupant, lessee, mortgagee, agent and all other



persons having an interest in the building or structure or its premises as shown by the records of St. Louis County Recorder of Deeds as of the date the said building or structure is declared to be unfit and a public nuisance.

**Section 500.560. Notice Of Nuisance.**

Upon declaration of a public nuisance under this Article, the City shall notify all affected parties that a public nuisance has been declared. Such notice shall be served by personal service or certified mail, return receipt requested, to all affected parties. If service cannot be had by either of those modes, service will be by publication. Such shall be in the following form:

NOTICE OF DECLARATION OF NUISANCE

Pursuant to the provisions of Chapter 500, Article V, Unfit Buildings, Sections 500.500 et seq., of the Code of the City of Chesterfield, the building or structure described below has been declared a public nuisance:

(Address or adequate description of building or structure)

The City demands that the affected parties (vacate, remove or recondition) the property described above. (If the order is recondition, it shall be done pursuant to the report of the inspector as adopted by the City of Chesterfield.)

No person shall enter this building or structure or any part hereof after \_\_, except persons directly employed in securing, repairing or removing such structure.

This building or structure shall be repaired or demolished and removed from the premises no later than thirty (30) days after the service of a copy of this notice as required by the City ordinance. If repair or demolition of this building or structure has not begun and carried forth promptly within the time period stated above, the City of Chesterfield shall call a hearing which shall be held on the \_\_ day of \_\_\_\_\_, 20\_\_ on this matter. At such hearing, the City may order such action as it may deem necessary and the cost, together with the expenses of the administration, to be assessed against the property as a special tax lien.

**Section 500.570. Posting Of Notice.**

Upon declaration of nuisance by the City of Chesterfield, a copy of the notice shall be posted upon the property in a prominent place.



**Section 500.580. Occupancy Prohibited.**

No person shall enter or occupy a building or structure or portion thereof after the posting of notice as set out in Section 500.570 above, except persons directly employed in securing or removing such building or structure in accordance with the plans approved by the City of Chesterfield.

**Section 500.590. Failure To Comply.**

Upon failure to commence work or reconditioning or demolition within the time specified or failure to proceed continuously with the work without unnecessary delay, the City of Chesterfield shall call and have a full and adequate hearing on the date and time as set out in the notice of declaration of nuisance or such other time as the parties may agree. All affected parties shall receive at least fifteen (15) days' written notice of the hearing by certified mail of the date set for the hearing. If for any reason the hearing, as set out in the notice of declaration of nuisance, is not held on the date as set out in the notice or at a subsequent date as agreed by the parties, the City may set a new date for a hearing and all affected parties shall receive at least fifteen (15) days' written notice of the hearing by certified mail. Any party may be represented by counsel and all parties shall have an opportunity to be heard.

**Section 500.600. Hearing Or Civil Suit.**

A. The hearing officer shall be the City Administrator or his/her designated representative.

B. The City may, if it deems appropriate, institute a civil suit in the State courts for enforcement of the provisions of this Article.

**Section 500.610. Duties Of Hearing Officer.**

The hearing officer shall preside at all hearings held pursuant to this Article and shall hear and receive evidence, shall make rulings relating thereto, and shall perform all other usual or necessary functions of the presiding officer in an administrative hearing in accordance with the Missouri Administrative Procedure and Review Act, Chapter 536, RSMo., as amended.

**Section 500.620. Result Of Hearing.**

A. If the evidence supports a finding that the building or structure is a nuisance or detrimental to the life, health, safety or welfare of the residents of the City of Chesterfield, the hearing officer or designated officer shall issue an order making specific findings of fact, based upon competent and



substantial evidence, which shows the building or structure to be a nuisance and detrimental to the health, safety or welfare of the residents of the City of Chesterfield.

B. The City shall issue an order signed by the Director of Planning, based upon the findings of fact made pursuant to the Subsection hereinabove, commanding the owner, occupant, mortgagee, lessee, agent and all other persons having an interest in said building as shown by land records of the Recorder of Deeds of St. Louis County to repair, recondition, vacate and repair, or vacate and demolish any building found to be an unfit building within the terms of this Article. Any person so notified shall have the privilege of either repairing or vacating and repairing said building, if such repair will comply with the ordinances of this City, or the owner or any person having an interest in said building as shown by the land records of the Recorder of Deeds of the County may vacate and demolish said unfit building at his/her own risk to prevent the acquiring by the City of a lien against the land where the unfit building stands as provided in Section 500.640 herein.

C. If the evidence does not support a finding that the building or structure is a nuisance or detrimental to the life, health, safety or welfare of the citizens of the City, no order shall be issued.

#### **Section 500.630. Right To Judicial Review.**

Any affected party as specified in Section 500.550 of this Article who is aggrieved by a final decision of the City Council in a contested case, whether such decision is affirmative or negative in form, shall be entitled to judicial review in Sections 536.100 to 536.160, RSMo., as amended.

#### **Section 500.640. Assignment Of Costs.**

If the owner, occupant, mortgagee or lessee fails to comply with the order or extension thereof within thirty (30) days, the Director of Planning shall cause such building or structure to be repaired, vacated and repaired or vacated and demolished as the facts may warrant under the standards herein provided for. He/she shall certify the charge for such repair, vacation or demolition as well as any costs to record or release any lien to the City Clerk as a special assessment represented by a special tax bill against the real property affected. Said tax bill shall be lien upon said property and shall be enforced to the same extent and in the same manner as all special tax bills for assessments payable in one (1) installment. Said assessments are payable at the rate of eight percent (8%) per annum until paid or, if requested, the tax bill may be paid in installments over a period of not more than ten (10) years. From the date of its issuance, the tax bill



shall be deemed a personal debt against the property owner and shall also be a lien on the property until paid.

**Section 500.650. Damage Or Loss Of Building Or Structure.**

A. Should any building or structure, the subject of an order issued pursuant to Section 500.620 and upon which a special tax bill has been issued against the property, suffer damage or loss by fire, explosion or any other casualty loss, it shall be deemed a personal debt against the property owner. Where the property owner receives a covered claim payment in excess of fifty percent (50%) of the face value of the policy covering such building or structure:

1. The insurer shall withhold from the covered claim payment up to twenty-five percent (25%) of the covered claim payment and shall pay such monies to the City to deposit into an interest-bearing account. Any named mortgagee on the insurance policy shall maintain priority over any obligation under this Article.
2. The City shall release the proceeds and any interest which has accrued on such proceeds received under Subsection (A)(1) of this Section to the insured or as the terms of the policy and endorsements thereto provide within thirty (30) days after receipt of such insurance monies, unless the City has instituted legal proceedings under the provisions of Section 500.600 of this Article. If the City has proceeded under the provisions of Section 500.600 of this Article, all monies in excess of that necessary to comply with the provisions of this Article for the removal of the building or structure less salvage value, to board up the building or structure or to clean up the property after a casualty loss shall be paid to the insured.
3. If there are no proceeds of any insurance policy as set forth in Subsection (A)(1) of this Section, at the request of the taxpayer, the tax bill may be paid in installments over a period of not more than ten (10) years. The tax bill from the date of its issuance shall be a lien on the property until paid.

**Section 500.660. Violations And Penalties.**

Any person having an interest in an unfit building who fails to comply with any notice or order to repair, recondition, vacate or demolish said building, given by any person authorized by this Section to give such notice or order, shall be guilty of an offense. The occupant or lessee in possession, who fails to comply with any notice to vacate, and any person having an interest in said building as shown by the land records of the Recorder of Deeds for



St. Louis County under a legal duty to repair, who fails to repair said building in accordance with any notice given as provided for in this Section, shall be guilty of an offense. Any person removing any notice provided for in this Article shall be guilty of an offense. Any person violating this Section shall be subject to a penalty as set out in Section 100.080 of this Code.

**Section 500.670. Administration And Enforcement.**

This Article shall be administered and enforced by the Director of Planning who shall have the authority and duty to designate authorized personnel of the City of Chesterfield and shall be empowered in the performance of their functions to enter upon any land in the City for the purpose of making inspections, examinations and determinations to effectuate the purpose and provisions of this Article. The above authorized personnel shall be required to present proper credentials upon demand when entering any land or structure for the purpose of this Article.

**Section II:** If any section, paragraph, subsection, clause or provision of this Ordinance shall be declared by a court of a competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as whole, or any part thereof.

**Section III:** Where this Ordinance differs or conflicts with other laws, rules or regulations, unless the right to do so is preempted or prohibited by the County, State, or Federal government, the more restrictive or protective of the City and the public shall apply.

**Section IV:** This Ordinance shall be codified within the Municipal Code of the City of Chesterfield.

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

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

\_\_\_\_\_  
Dan Hurt, Mayor



ATTEST:

---

Vickie McGownd, City Clerk

FIRST READING HELD: 03/17/2025



**BILL NO.** 3536

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

**AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI, AMENDING SECTION 205.120 TO REQUIRE DOGS TO REMAIN ON A LEASH.**

**WHEREAS**, Revised Statutes of Missouri section 77.510 gives the City the authority to regulate and/or prohibit animals from running at large within the City; and,

**WHEREAS**, since 1988 (the year of the City's incorporation) the City has had an ordinance which prohibits animals from running at large; and,

**WHEREAS**, the City's current animals at large ordinance has specific provisions related to dogs, but provides certain exceptions for dogs to be off of a leash; and,

**WHEREAS**, recently the City has experienced an increase in complaints related to dogs being off of a leash in City parks, on sidewalks, and other public areas; and,

**WHEREAS**, the City's Police Department has indicated that there are practical difficulties in enforcing the City's animal at large ordinance with respect to dogs due to the current fifty-foot exception for obedient dogs who are not annoying any human or domestic animal, trespassing, or in any public area where dogs are forbidden; and,

**WHEREAS**, the City finds it necessary to amend the City's current animals at large ordinance to remove the exception for obedient dogs and to require dogs to be on a leash when not in a cage or building from which it cannot escape, or in a vehicle, or on the real property of the person responsible for it; and,

**WHEREAS**, the City finds these updated leash law requirements to be in the best interest of the public health, safety, and welfare;

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

**Section I:** Section 205.120 of the City of Chesterfield Municipal Code shall be amended as follows with language to be added underlined and language to be deleted ~~stricken~~:

Section 205.120 **At Large Defined.**

- A. A dog or puppy is at large when it is outside a cage or building from which it cannot escape unless:



1. It is attached to a leash held by a person that is capable of and is in fact controlling the dog or puppy in question.
2. It is within a vehicle from which the animal cannot escape while the vehicle is being driven, is parked or stopped.
- ~~3.~~ ~~It is not more than fifty (50) feet from a person to whose commands the dog or puppy is obedient if such dog or puppy is not annoying any human or domestic animal or trespassing on private property or in public area where dogs or puppies are forbidden.~~
- ~~4.3.~~ It is on the real property of a person responsible for it.

4. It is within the Dog Park at Eberwein Park with a valid dog park tag issued by the City.

- B. A dog or cat is at large if it is not kept securely confined while in heat or estrus. A dog or cat in heat or estrus is confined within the meaning of this paragraph only if:
1. It is kept in the residence of a person responsible for it and it can neither escape nor be reached by animals outside the residence; or
  2. It is on a leash on the premises of a person responsible for it and is supervised by a person responsible for it.

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

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

\_\_\_\_\_  
Dan Hurt, Mayor

ATTEST:

\_\_\_\_\_  
Vickie McGownd

FIRST READING HELD: 3/17/2025



**BILL NO.** 3536

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

**AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI, AMENDING SECTION 205.120 TO REQUIRE DOGS TO REMAIN ON A LEASH.**

**WHEREAS**, Revised Statutes of Missouri section 77.510 gives the City the authority to regulate and/or prohibit animals from running at large within the City; and,

**WHEREAS**, since 1988 (the year of the City's incorporation) the City has had an ordinance which prohibits animals from running at large; and,

**WHEREAS**, the City's current animals at large ordinance has specific provisions related to dogs, but provides certain exceptions for dogs to be off of a leash; and,

**WHEREAS**, recently the City has experienced an increase in complaints related to dogs being off of a leash in City parks, on sidewalks, and other public areas; and,

**WHEREAS**, the City's Police Department has indicated that there are practical difficulties in enforcing the City's animal at large ordinance with respect to dogs due to the current fifty-foot exception for obedient dogs who are not annoying any human or domestic animal, trespassing, or in any public area where dogs are forbidden; and,

**WHEREAS**, the City finds it necessary to amend the City's current animals at large ordinance to remove the exception for obedient dogs and to require dogs to be on a leash when not in a cage or building from which it cannot escape, or in a vehicle, or on the real property of the person responsible for it; and,

**WHEREAS**, the City finds these updated leash law requirements to be in the best interest of the public health, safety, and welfare;

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

**Section I:** Section 205.120 of the City of Chesterfield Municipal Code shall be amended as follows with language to be added underlined and language to be deleted ~~stricken~~:

**Section 205.120 At Large Defined.**

- A. A dog or puppy is at large when it is outside a cage or building from which it cannot escape unless:



1. It is attached to a leash held by a person that is capable of and is in fact controlling the dog or puppy in question.
2. It is within a vehicle from which the animal cannot escape while the vehicle is being driven, is parked or stopped.
- ~~3. It is not more than fifty (50) feet from a person to whose commands the dog or puppy is obedient if such dog or puppy is not annoying any human or domestic animal or trespassing on private property or in public area where dogs or puppies are forbidden.~~
- ~~4.3.~~ It is on the real property of a person responsible for it.
4. It is within the Dog Park at Eberwein Park with a valid dog park tag issued by the City.

B. A dog or cat is at large if it is not kept securely confined while in heat or estrus. A dog or cat in heat or estrus is confined within the meaning of this paragraph only if:

1. It is kept in the residence of a person responsible for it and it can neither escape nor be reached by animals outside the residence; or
2. It is on a leash on the premises of a person responsible for it and is supervised by a person responsible for it.

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

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

\_\_\_\_\_  
Dan Hurt, Mayor

ATTEST:

\_\_\_\_\_  
Vickie McGownd

FIRST READING HELD: 3/17/2025

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

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

**AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI, AMENDING SECTION 205.120 TO REQUIRE DOGS TO REMAIN ON A LEASH.**

**WHEREAS**, Revised Statutes of Missouri section 77.510 gives the City the authority to regulate and/or prohibit animals from running at large within the City; and,

**WHEREAS**, since 1988 (the year of the City's incorporation) the City has had an ordinance which prohibits animals from running at large; and,

**WHEREAS**, the City's current animals at large ordinance has specific provisions related to dogs, but provides certain exceptions for dogs to be off of a leash; and,

**WHEREAS**, recently the City has experienced an increase in complaints related to dogs being off of a leash in City parks, on sidewalks, and other public areas; and,

**WHEREAS**, the City's Police Department has indicated that there are practical difficulties in enforcing the City's animal at large ordinance with respect to dogs due to the current fifty-foot exception for obedient dogs who are not annoying any human or domestic animal, trespassing, or in any public area where dogs are forbidden; and,

**WHEREAS**, the City finds it necessary to amend the City's current animals at large ordinance to remove the exception for obedient dogs and to require dogs to be on a leash when not in a cage or building from which it cannot escape, or in a vehicle, or on the real property of the person responsible for it; and,

**WHEREAS**, the City finds these updated leash law requirements to be in the best interest of the public health, safety, and welfare;

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

**Section I:** Section 205.120 of the City of Chesterfield Municipal Code shall be amended as follows with language to be added underlined and language to be deleted ~~stricken~~:

Section 205.120 **At Large Defined.**

- A. A dog or puppy is at large when it is outside a cage or building from which it cannot escape unless:



1. It is attached to a leash held by a person that is capable of and is in fact controlling the dog or puppy in question.
  2. It is within a vehicle from which the animal cannot escape while the vehicle is being driven, is parked or stopped.
  3. It is on the real property of a person responsible for it.
- B. A dog or cat is at large if it is not kept securely confined while in heat or estrus. A dog or cat in heat or estrus is confined within the meaning of this paragraph only if:
1. It is kept in the residence of a person responsible for it and it can neither escape nor be reached by animals outside the residence; or
  2. It is on a leash on the premises of a person responsible for it and is supervised by a person responsible for it.

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

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

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

ATTEST:

\_\_\_\_\_  
Vickie McGownd

FIRST READING HELD:

**AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI, PROHIBITING SLEEPING ON OR ADJACENT TO CITY RIGHT-OF-WAY, ENACTING A NEW SECTION OF CODE 210.560 RELATED THERETO, AND PROHIBITING CAMPING ON CITY PROPERTY WITHOUT A PERMIT, AMENDING SECTION 220.120 RELATED THERETO.**

**WHEREAS**, on June 28, 2024 the Supreme Court of the United States issued its decision in the case of *Grants Pass v. Johnson* and held that the city of Grants Pass' ordinance prohibiting camping on public property did not violate the Eighth Amendment, said ordinance did not criminalize an individual's status as unhoused, and recognized that it is within the purview of state and local governments to address the issue of homelessness; and,

**WHEREAS**, under Chapter 77 of the Revised Statutes of Missouri, third class cities, such as the City of Chesterfield, Missouri (the "City"), have been given broad authority to enact ordinances which promote the health, safety, and welfare of the City and the public; and,

**WHEREAS**, the City recognizes that certain activities including, but not limited to, sleeping on or adjacent to sidewalks, streets, or rights-of-way can pose a safety risk to both the individual and the general public; and,

**WHEREAS**, the City further recognizes that unpermitted camping and camp sites can pose a safety risk to both the individual and the general public and can further create a risk to public health; and,

**WHEREAS**, the City has previously only allowed camping in City parks, facilities, and/or trail areas with the written approval of the Director of Parks, and the City now finds it necessary to introduce a permitting system to ensure that the safety and health risks associated with camping are minimized; and,

**WHEREAS**, the City finds it necessary to enact the foregoing regulations to protect the general public health, safety, and welfare;

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

**Section I:** Section 210.560 of the City of Chesterfield Municipal Code shall be adopted as follows:

Section 210.560 **Sleeping On or Adjacent to City Property Prohibited**



- A.** For purposes of Section 210.560, “City Property” shall mean all real property, parks, parking lots, rights of way, sidewalks, easements, City Hall, recreational facilities, athletic facilities, entertainment facilities, the Chesterfield Amphitheater, the Chesterfield Family Aquatic Center, and any other land owned, leased, controlled, or managed by the City.
- B.** No person may sleep on or adjacent to any public sidewalks, streets, rights of way as a matter of individual and public safety.
- C.** No person may sleep in or adjacent to any pedestrian or vehicular entrance to public or private property abutting a public sidewalk.
- D.** No person may sleep on, in, or adjacent to any City Property in excess of six hours except as permitted by Section 220.120 or in connection with the use of the City of Chesterfield’s Police Department’s holding facilities.
- E.** For the first violation of this section, a person who is in violation of this section shall be given a warning that their conduct is in violation of this section. A second violation of this section shall be punishable by a fine of not more than one hundred dollars (\$100.00), exclusive of all court costs. For a third violation of this section and all subsequent violations in excess of the third violation shall be punishable by a fine of not less than five dollars (\$5.00) and not more than one thousand dollars (\$1,000.00) or by imprisonment for a period not to exceed ninety (90) days or by both such fine and imprisonment.

**Section II:** Section 220.120 of the City of Chesterfield Municipal Code shall be repealed and replaced as follows:

Section 220.120 **Camping**

- A.** For purposes of Section 220.120, the following definitions shall apply:
  - 1.** “To Camp” shall mean to maintain a campsite on City Property for more than 6 hours in a twenty-four-hour period.
  - 2.** “Campsite” shall mean a location upon City Property where Camping Materials are placed.
  - 3.** “Camping Materials” include, but are not limited to, tents, huts, awnings, lean-tos, chairs, tarps, portable stoves, and/or other collections of personal property that are, or reasonably appear to be, arranged and/or used as accommodations to camp whether or not 6 hours have passed.

4. "City Property" shall mean all real property, parks, parking lots, rights of way, sidewalks, easements, City Hall, recreational facilities, athletic facilities, entertainment facilities, the Chesterfield Amphitheater, the Chesterfield Family Aquatic Center, and any other land owned, leased, controlled, or managed by the City.
- B.** It is prohibited to camp on City Property without first applying for and receiving a permit from the Director of Parks.
1. The Director of Parks shall make available a Campsite permit application that requires the name of the person seeking a permit to camp on City Property, the contact information for said person, the location of the proposed Campsite, the time that the individual intends to camp (not to exceed 48 hours), and any other information the Director of Parks determines necessary to ensure the public health and safety.
  2. The Director of Parks may only grant such a permit for City parks and/or trail areas.
  3. In connection with the costs of administering this Campsite permitting process, the Director of Parks shall collect a fee of ten dollars for each Campsite permit which is granted. No fee shall be required for Campsite permits which are denied.
- C.** Any person who does not have a permit to camp on City Property shall remove themselves, Camping Materials, and Campsites upon demand by a law enforcement officer.
- D.** For the first violation of this section, a person who is in violation of this section shall be given a warning that their conduct is in violation of this section. A second violation of this section shall be punishable by a fine of not more than one hundred dollars (\$100.00), exclusive of all court costs. For a third violation of this section and all subsequent violations in excess of the third violation shall be punishable by a fine of not less than five dollars (\$5.00) and not more than one thousand dollars (\$1,000.00) or by imprisonment for a period not to exceed ninety (90) days or by both such fine and imprisonment.

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

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



Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

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

ATTEST:

\_\_\_\_\_  
Vickie McGownd

FIRST READING HELD:

BLUE SHEET

BILL NO. 3537

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

**AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI, PROHIBITING SLEEPING ON OR ADJACENT TO CITY RIGHT-OF-WAY, ENACTING A NEW SECTION OF CODE 210.560 RELATED THERETO, AND PROHIBITING CAMPING ON CITY PROPERTY WITHOUT A PERMIT, AMENDING SECTION 220.120 RELATED THERETO.**

**WHEREAS**, on June 28, 2024 the Supreme Court of the United States issued its decision in the case of *Grants Pass v. Johnson* and held that the city of Grants Pass' ordinance prohibiting camping on public property did not violate the Eighth Amendment, said ordinance did not criminalize an individual's status as unhoused, and recognized that it is within the purview of state and local governments to address the issue of homelessness; and,

**WHEREAS**, under Chapter 77 of the Revised Statutes of Missouri, third class cities, such as the City of Chesterfield, Missouri (the "City"), have been given broad authority to enact ordinances which promote the health, safety, and welfare of the City and the public; and,

**WHEREAS**, the City recognizes that certain activities including, but not limited to, sleeping on or adjacent to sidewalks, streets, or rights-of-way can pose a safety risk to both the individual and the general public; and,

**WHEREAS**, the City further recognizes that unpermitted camping and camp sites can pose a safety risk to both the individual and the general public and can further create a risk to public health; and,

**WHEREAS**, the City has previously only allowed camping in City parks, facilities, and/or trail areas with the written approval of the Director of Parks, and the City now finds it necessary to introduce a permitting system to ensure that the safety and health risks associated with camping are minimized; and,

**WHEREAS**, the City finds it necessary to enact the foregoing regulations to protect the general public health, safety, and welfare;

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

**Section I:** Section 210.560 of the City of Chesterfield Municipal Code shall be adopted as follows:

Section 210.560 **Sleeping On or Adjacent to City Property Prohibited**



- A.** For purposes of Section 210.560, “City Property” shall mean all real property, parks, parking lots, rights of way, sidewalks, easements, City Hall, recreational facilities, athletic facilities, entertainment facilities, the Chesterfield Amphitheater, the Chesterfield Family Aquatic Center, and any other land owned, leased, controlled, or managed by the City.
- B.** No person may sleep on or adjacent to any public sidewalks, streets, rights of way as a matter of individual and public safety.
- C.** No person may sleep in or adjacent to any pedestrian or vehicular entrance to public or private property abutting a public sidewalk.
- D.** No person may sleep on, in, or adjacent to any City Property in excess of six hours except as permitted by Section 220.120 or in connection with the use of the City of Chesterfield’s Police Department’s holding facilities.
- E.** For the first violation of this section, a person who is in violation of this section shall be given a warning that their conduct is in violation of this section. A second violation of this section shall be punishable by a fine of not more than one hundred dollars (\$100.00), exclusive of all court costs. For a third violation of this section and all subsequent violations in excess of the third violation shall be punishable by a fine of not less than five dollars (\$5.00) and not more than one thousand dollars (\$1,000.00) or by imprisonment for a period not to exceed ninety (90) days or by both such fine and imprisonment.

**Section II:** Section 220.120 of the City of Chesterfield Municipal Code shall be repealed and replaced as follows:

Section 220.120 **Camping**

- A.** For purposes of Section 220.120, the following definitions shall apply:
  - 1.** “To Camp” shall mean to maintain a campsite on City Property for more than 6 hours in a twenty-four-hour period.
  - 2.** “Campsite” shall mean a location upon City Property where Camping Materials are placed.
  - 3.** “Camping Materials” include, but are not limited to, tents, huts, awnings, lean-tos, chairs, tarps, portable stoves, and/or other collections of personal property that are, or reasonably appear to be, arranged and/or used as accommodations to camp whether or not 6 hours have passed.

4. "City Property" shall mean all real property, parks, parking lots, rights of way, sidewalks, easements, City Hall, recreational facilities, athletic facilities, entertainment facilities, the Chesterfield Amphitheater, the Chesterfield Family Aquatic Center, and any other land owned, leased, controlled, or managed by the City.
- B.** It is prohibited to camp on City Property without first applying for and receiving a permit from the Director of Parks.
1. The Director of Parks shall make available a Campsite permit application that requires the name of the person seeking a permit to camp on City Property, the contact information for said person, the location of the proposed Campsite, the time that the individual intends to camp (not to exceed 48 hours), and any other information the Director of Parks determines necessary to ensure the public health and safety.
  2. The Director of Parks may only grant such a permit for City parks and/or trail areas.
  3. In connection with the costs of administering this Campsite permitting process, the Director of Parks shall collect a fee of ten dollars for each Campsite permit which is granted. No fee shall be required for Campsite permits which are denied.
- C.** Any person who does not have a permit to camp on City Property shall remove themselves, Camping Materials, and Campsites upon demand by a law enforcement officer.
- D.** For the first violation of this section, a person who is in violation of this section shall be given a warning that their conduct is in violation of this section. A second violation of this section shall be punishable by a fine of not more than one hundred dollars (\$100.00), exclusive of all court costs. For a third violation of this section and all subsequent violations in excess of the third violation shall be punishable by a fine of not less than five dollars (\$5.00) and not more than one thousand dollars (\$1,000.00) or by imprisonment for a period not to exceed ninety (90) days or by both such fine and imprisonment.

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

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



Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

\_\_\_\_\_  
Dan Hurt, Mayor

ATTEST:

\_\_\_\_\_  
Vickie McGownd

FIRST READING HELD: 03/17/2025

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

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

**AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI, PROHIBITING SLEEPING ON OR ADJACENT TO CITY RIGHT-OF-WAY, ENACTING A NEW SECTION OF CODE 210.560 RELATED THERETO, AND PROHIBITING CAMPING ON CITY PROPERTY WITHOUT A PERMIT, AMENDING SECTION 220.120 RELATED THERETO.**

**WHEREAS**, on June 28, 2024 the Supreme Court of the United States issued its decision in the case of *Grants Pass v. Johnson* and held that the city of Grants Pass' ordinance prohibiting camping on public property did not violate the Eighth Amendment, said ordinance did not criminalize an individual's status as unhoused, and recognized that it is within the purview of state and local governments to address the issue of homelessness; and,

**WHEREAS**, under Chapter 77 of the Revised Statutes of Missouri, third class cities, such as the City of Chesterfield, Missouri (the "City"), have been given broad authority to enact ordinances which promote the health, safety, and welfare of the City and the public; and,

**WHEREAS**, the City recognizes that certain activities including, but not limited to, sleeping on or adjacent to sidewalks, streets, or rights-of-way can pose a safety risk to both the individual and the general public; and,

**WHEREAS**, the City further recognizes that unpermitted camping and camp sites can pose a safety risk to both the individual and the general public and can further create a risk to public health; and,

**WHEREAS**, the City has previously only allowed camping in City parks, facilities, and/or trail areas with the written approval of the Director of Parks, and the City now finds it necessary to introduce a permitting system to ensure that the safety and health risks associated with camping are minimized; and,

**WHEREAS**, the City finds it necessary to enact the foregoing regulations to protect the general public health, safety, and welfare;

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

**Section I:** Section 210.560 of the City of Chesterfield Municipal Code shall be adopted as follows:

Section 210.560 **Sleeping On or Adjacent to City Property Prohibited**



- A.** For purposes of Section 210.560, “City Property” shall mean all real property, parks, parking lots, rights of way, sidewalks, easements, City Hall, recreational facilities, athletic facilities, entertainment facilities, the Chesterfield Amphitheater, the Chesterfield Family Aquatic Center, and any other land owned, leased, controlled, or managed by the City.
- B.** No person may sleep on or adjacent to any public sidewalks, streets, rights of way as a matter of individual and public safety.
- C.** No person may sleep in or adjacent to any pedestrian or vehicular entrance to public or private property abutting a public sidewalk.
- D.** No person may sleep on, in, or adjacent to any City Property except as permitted by Section 220.120 or in connection with the use of the City of Chesterfield’s Police Department’s holding facilities.
- E.** For the first violation of this section, a person who is in violation of this section shall be given a warning that their conduct is in violation of this section. A second violation of this section shall be punishable by a fine of not more than one hundred dollars (\$100.00), exclusive of all court costs. For a third violation of this section and all subsequent violations in excess of the third violation shall be punishable by a fine of not less than five dollars (\$5.00) and not more than one thousand dollars (\$1,000.00) or by imprisonment for a period not to exceed ninety (90) days or by both such fine and imprisonment.

**Section II:** Section 220.120 of the City of Chesterfield Municipal Code shall be repealed and replaced as follows:

Section 220.120 **Camping**

- A.** For purposes of Section 220.120, the following definitions shall apply:
  - 1.** “To Camp” shall mean to maintain a campsite on City Property for more than 6 hours in a twenty-four-hour period.
  - 2.** “Campsite” shall mean a location upon City Property where Camping Materials are placed.
  - 3.** “Camping Materials” include, but are not limited to, tents, huts, awnings, lean-tos, chairs, tarps, portable stoves, and/or other collections of personal property that are, or reasonably appear to be, arranged and/or used as accommodations to camp whether or not 6 hours have passed.

4. “City Property” shall mean all real property, parks, parking lots, rights of way, sidewalks, easements, City Hall, recreational facilities, athletic facilities, entertainment facilities, the Chesterfield Amphitheater, the Chesterfield Family Aquatic Center, and any other land owned, leased, controlled, or managed by the City.
- B.** It is prohibited to camp on City Property without first applying for and receiving a permit from the Director of Parks.
1. The Director of Parks shall make available a Campsite permit application that requires the name of the person seeking a permit to camp on City Property, the contact information for said person, the location of the proposed Campsite, the time that the individual intends to camp (not to exceed 48 hours), and any other information the Director of Parks determines necessary to ensure the public health and safety.
  2. The Director of Parks may only grant such a permit for City parks and/or trail areas.
  3. In connection with the costs of administering this Campsite permitting process, the Director of Parks shall collect a fee of ten dollars for each Campsite permit which is granted. No fee shall be required for Campsite permits which are denied.
- C.** Any person who does not have a permit to camp on City Property shall remove themselves, Camping Materials, and Campsites upon demand by a law enforcement officer.
- D.** For the first violation of this section, a person who is in violation of this section shall be given a warning that their conduct is in violation of this section. A second violation of this section shall be punishable by a fine of not more than one hundred dollars (\$100.00), exclusive of all court costs. For a third violation of this section and all subsequent violations in excess of the third violation shall be punishable by a fine of not less than five dollars (\$5.00) and not more than one thousand dollars (\$1,000.00) or by imprisonment for a period not to exceed ninety (90) days or by both such fine and imprisonment.

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

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



Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

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

ATTEST:

\_\_\_\_\_  
Vickie McGownd

FIRST READING HELD:

City of Chesterfield  
Excess Checks (=> \$5,000)  
MARCH 2025

| DATE      | CHECK # | VENDOR                                             | DESCRIPTION                                                                              | CHECK AMT     | FUND |
|-----------|---------|----------------------------------------------------|------------------------------------------------------------------------------------------|---------------|------|
| 3/13/2025 | 1395    | ASPIRE CONSTRUCTION SERVICES, LLC                  | AMPHITHEATER BACK OF HOUSE PROGRESS PYMT #6                                              | \$ 471,412.98 | 137  |
| 3/20/2025 | 1396    | BOND ARCHITECTS, INC.                              | AMPHITHEATER ARCHITECTURAL SERVICES PROGRESS PYMT #17                                    | 7,967.28      | 137  |
| 3/20/2025 | 1397    | ETC INSTITUTE                                      | STRATEGIC PLAN BUSINESS SURVEY 2025 INVOICE #2                                           | 11,000.00     | 137  |
| 3/6/2025  | 53681   | ALBERT ARNO INC.                                   | LABOR AND MATERIALS TO REPAIR WATER LINE-CONCESSION D/E                                  | 9,270.00      | 119  |
| 3/6/2025  | 53703   | JOE MACHENS FORD                                   | 2025 FORD F250 XL VIN#1FT7W2BA1SEC35320                                                  | 53,535.00     | 119  |
| 3/6/2025  | 53706   | LOWE'S COMPANIES, INC.                             | AMP-BOH-APPLIANCES-WASHER&DRYER, 2-SAMSUNG 4 DOOR SMART REFRIGERATOR                     | 8,234.63      | 119  |
| 3/13/2025 | 53727   | HEAVY DUTY EQUIPMENT                               | EXCAVATOR KUB U17VR1 SERIAL #KBCAZ24CJP3A57878                                           | 31,060.31     | 119  |
| 3/13/2025 | 53730   | K&K SUPPLY INC.                                    | 25 LIGHT ARROW BOARD WTSP55-LSAC                                                         | 5,200.00      | 119  |
| 3/20/2025 | 53803   | PS COMMERCIAL PLAY LLC DBA PLAY AND PARK STRUCTURE | CENTRAL PARK PLAYGROUND PROGRESS PYMT #1                                                 | 130,282.72    | 119  |
| 3/27/2025 | 53812   | FERGUSON US HOLDINGS, INC                          | 48" 4-DOOR BUILT-IN FRIDGE FOR AMPHITHEATER BACK OF HOUSE                                | 13,349.00     | 119  |
| 3/27/2025 | 53836   | R&W OUTDOOR EQUIPMENT REPAIR                       | LAZER X-SERIES 25.5HP 60" MOWER; TURF TRACER X-SERIES 23.5HP 52" MOWER (NET OF TRADE-IN) | 18,741.00     | 119  |
| 3/6/2025  | 74557   | DELTA DENTAL OF MISSOURI                           | MARCH 2025 DENTAL INSURANCE PREMIUMS                                                     | 14,334.22     | 001  |
| 3/6/2025  | 74573   | INSITUFORM TECHNOLOGIES, LLC                       | LANDSCAPE SURETY RELEASE - AEGION PARKING LOT ADDITION                                   | 23,245.22     | 808  |
| 3/6/2025  | 74589   | MURPHY COMPANY                                     | REPAIRS TO AHU-2 LIEBERT UNIT FOR CITY HALL SERVER ROOM                                  | 5,535.71      | 001  |
| 3/6/2025  | 74601   | SPIRE ENERGY                                       | 690 CHESTERFIELD PARKWAY W-3433311000                                                    | 6,356.09      | 001  |
| 3/6/2025  | 74604   | ST. LOUIS AREA HEALTH INSURANCE TRUST-MEDICAL      | MARCH 2025 HEALTH INSURANCE PREMIUMS                                                     | 236,166.79    | 001  |
| 3/6/2025  | 74608   | THE HARTFORD-PRIORITY ACCOUNTS                     | MARCH 2025 GRP LIFE,LT/SHORT, VOL LIFE, ACC/CRIT ILLNESS INS                             | 15,342.31     | 001  |
| 3/6/2025  | 74612   | TOPE INC                                           | 1942 CHAMBERS FARM - SEWER REPAIR                                                        | 6,720.00      | 110  |
| 3/6/2025  | 74616   | UES PROFESSIONAL SOLUTIONS 25, LLC                 | 2024 CONSTRUCTION AND INSPECTION TESTING SERVICES PROGRESS PYMT #7                       | 9,336.00      | 120  |
| 3/13/2025 | 74634   | ENERGY PETROLEUM CO.                               | MID RFG GASOLINE 89 OCT (7002 GAL); #2 DIESEL (7500 GAL)                                 | 37,114.30     | 001  |
| 3/13/2025 | 74635   | ENGELMEYER & PEZZANI, LLC                          | JANUARY-FEBRUARY 2025 PROSECUTING ATTORNEY AND ALTERNATIVE COURT FEES                    | 9,150.00      | 001  |
| 3/13/2025 | 74639   | GAMMA'S SHIELD SHADE TREE INC                      | 2025 TREE AND STUMP REMOVAL                                                              | 19,301.60     | 001  |
| 3/13/2025 | 74643   | HONKAMP KRUEGER & CO., P.C.,<br>HONKAMP, P.C.      | ANNUAL AUDIT OF DECEMBER 31, 2024, FINANCIAL STATEMENTS PROGRESS PYMT #3                 | 9,270.00      | 001  |
| 3/13/2025 | 74651   | LOCHMUELLER GROUP INC.                             | ENGINEERING SERVICES-LONG RD INTERCHANGE & N OUTER 40 EXTENSION                          | 40,184.65     | 120  |
| 3/13/2025 | 74670   | ST. LOUIS COUNTY MISSOURI - POLICE DEPT            | POLICE COMMUNICATIONS CONTRACT MARCH 2025                                                | 18,469.53     | 121  |
| 3/13/2025 | 74676   | TOOLE DESIGN GROUP, LLC                            | BIKEABLE WALKABLE COMMUNITY PLAN PROGRESS PYMT #5                                        | 12,559.66     | 120  |



City of Chesterfield  
Excess Checks (=> \$5,000)  
MARCH 2025

| DATE      | CHECK # | VENDOR                                | DESCRIPTION                                                                    | CHECK AMT              | FUND |
|-----------|---------|---------------------------------------|--------------------------------------------------------------------------------|------------------------|------|
| 3/20/2025 | 74683   | AMEREN MISSOURI                       | 690 CHESTERFIELD PKWY W - 0627147004                                           | 11,252.44              | 001  |
| 3/20/2025 | 74709   | PNC BANK                              | FEBRUARY-MARCH 2025 MONTHLY CREDIT CARD CHARGES                                | 18,504.05              | 001  |
| 3/20/2025 | 74713   | RON TURLEY ASSOC., INC.               | FLEET MAINTENANCE SOFTWARE SUBSCRIPTION 4/1/2025 - 03/31/2026                  | 12,995.20              | 001  |
| 3/20/2025 | 74714   | SCOTWOOD INDUSTRIES INC               | 4,318 GAL 32% CALCIUM CHLORIDE                                                 | 5,008.88               | 001  |
| 3/20/2025 | 74715   | SEI INC.                              | SERVER HARDWARE WARRANTY 04/01/2025-03/31/2026                                 | 6,000.00               | 001  |
| 3/20/2025 | 74717   | ST. LOUIS COUNTY MISSOURI - TREASURER | MOSQUITO SPRAYING LARVICIDE & ADULTICIDE                                       | 10,488.00              | 001  |
| 3/20/2025 | 74719   | SWIFT PRINT COMMUNICATION SERVICES    | PRINTING SPRING 2025 CITIZEN NEWSLETTER                                        | 16,252.52              | 001  |
| 3/20/2025 | 74720   | THE GRAVILLE LAW FIRM, LLC            | EMINENT DOMAIN CLARKSON VALLEY PROPERTY COMPANY LLP<br>WALTER GRAELER          | 41,289.67              | 001  |
| 3/20/2025 | 74723   | THE GRAVILLE LAW FIRM, LLC            | FEBRUARY 2025 LEGAL FEES                                                       | 12,008.50              | 001  |
| 3/27/2025 | 74733   | ELLIOTT DATA SYSTEMS MIDWEST INC      | MULTI-FACTOR AUTHENTICATION SOLUTION; ENTRUST IDAAS<br>AUTHENTICATION SERVICES | 42,667.50              | 001  |
| 3/27/2025 | 74753   | REJIS COMMISSION                      | MARCH 2025 REJIS CONTRACTUAL FEES                                              | 5,380.75               | 121  |
| 3/27/2025 | 74755   | SHI INTERNATIONAL CORP                | SOFTWARE LICENSING - MICROSOFT ENTRA P1                                        | 14,821.53              | 001  |
| 3/27/2025 | 74761   | TOPE INC                              | 2188 SILVERWOOD - SEWER REPAIR                                                 | 14,922.00              | 110  |
| 3/27/2025 | 74762   | TOPE INC                              | 15565 VALLEY BRANH REP - SEWER REPAIR                                          | 7,692.00               | 110  |
| 3/13/2025 | 5073    | BYRNE & JONES                         | 2025 CVAC BULLPENS PROGRESS PYMT #1                                            | 230,200.38             | 111  |
| 3/13/2025 | 5074    | KIRKWOOD FENCE, INC.                  | INSTALL CHAINLINK FENCE FOR 2 BASEBALL FIELDS PROGRESS PYMT<br>#1              | 7,980.00               | 111  |
|           |         |                                       |                                                                                | <u>\$ 1,680,602.42</u> |      |

Respectfully submitted by,  
Jeannette Kelly, Director of Finance

Fund Legend

|                           |     |
|---------------------------|-----|
| General Fund              | 001 |
| Sewer lateral fund        | 110 |
| Police forfeiture fund    | 114 |
| Parks                     | 119 |
| Capital Improvements      | 120 |
| Public Safety             | 121 |
| Am Rescue Plan Act        | 137 |
| Chesterfield Regional TIF | 150 |
| Trust & Agency            | 808 |
| TGA Trust Fund            | 810 |



Mike Geisel

---

From: Mike Geisel  
Sent: Monday, March 31, 2025 10:24 AM  
To: Aaron Wahl; Barbara McGuinness; Bob Nation; Chris Graville; Dan Hurt; Gary Budoor; Mary Ann Mastorakos; Mary Monachella; Merrell Hansen; Michael Moore; Mike Geisel  
Cc: Amanda Hurley; Jeannette Kelly; Ethan Collier  
Subject: Emergency repair  
Attachments: D1\_Field\_Repair\_Memo.pdf; D1\_Field\_Repair\_Budget\_Transfer.pdf

Per City Policy, parks staff needed to make an emergency repair at the CVAC, and I am obligated to advise you as soon as possible thereafter.

See attached memorandum from Superintendent of Sports and Wellness, Ethan Collier.

In summary, a depression began to form in the synthetic infield of field D1. Since games had already began, this was an obvious safety concern. Ethan called Byrne & Jones (the original turf installer), who cut the turf back and discovered a washed out area caused by a faulty irrigation line. IT was fixed at a cost of just under \$5,000. Obviously, this was not a budgeted, or planned repair.

Accordingly, I am providing this notice and will place this item on the next City Council agenda for a budgetary adjustment, per established Council procedures.



**City of Chesterfield**  
**Budgetary Transfer of Funds Request**

**Transfer From:**

| Account Number | Account Name            | Amount   |
|----------------|-------------------------|----------|
| _____          | Parks Fund Fund Reserve | 4,952.39 |
| _____          | _____                   | _____    |
| _____          | _____                   | _____    |
| TOTAL          |                         | _____    |

**Transfer TO:**

| Account Number | Account Name                       | Amount   |
|----------------|------------------------------------|----------|
| 089-5247       | Maintenance and Repair - Equipment | 4,952.39 |
| _____          | _____                              | _____    |
| _____          | _____                              | _____    |
| TOTAL          |                                    | _____    |

**EXPLANATION:**

D1 required an emergency repair due to an area under the turf infield washing out.

**APPROVALS:**

Requested By: 

Date: 03/31/2025

Department Head: \_\_\_\_\_

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

(required)

Finance Director: \_\_\_\_\_

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

City Administrator: \_\_\_\_\_

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

Approved by City Council on \_\_\_\_\_

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

Transfers up to \$2,500 can be transferred (within object level) with approval of Director of Finance.  
Transfers up to \$5,000 can be transferred (within object level) with approval of the City Administrator.  
Transfers in excess of \$5,000 or between Departments or Funds require approval by City Council.



# Memorandum

To: Mike Geisel, City Administrator

Jeannette Kelly, Director of Finance

From: Ethan Collier, Superintendent of Sports and Wellness

A handwritten signature in black ink, appearing to read "Ethan Collier".

Date: March 31, 2025

Subject: D1 Field Repair

---

The Sports and Wellness staff noticed an issue on field D1 at CVAC at the start of the season. There was a section of the turf infield that was uneven and appeared to be sinking. I contacted Byrne and Jones to examine the area and offer a remedy.

After Byrne and Jones investigated the field, they informed me that area under the turf appeared to be washed out. Practices and games had already begun at CVAC, so I asked them to make the repairs immediately.

Below is a description of the work that was completed by Byrne and Jones:

- Sink hole repair where outfield and infield meet on D quad Field 1
- Cut turf to excavate under sink hole, found irrigation pipe with hole in it
- Poured concrete/grout into areas under turf to help prevent settling issues
- Leveled rock, compacted, backfilled, and repaired turf

Since this was an emergency repair, it was not budgeted in 089's FY25. I recommend transferring \$4,952.39 (cost of repairs) from Parks Fund Fund Reserve to 089-5247 Maintenance and Repair - Equipment. The invoice is attached.

Please let me know if you have any questions.



# APPLICATION AND CERTIFICATE FOR PAYMENT

Page: One of Two

**To Owner:** City of Chesterfield  
Attn: Ethan Collier

**Project:** CVAC D Quad Field 1 Repair

**Application Number:** 1  
**Period To:** 3/31/2025  
**Project Number:** S2025-NRM  
**PO #:**  
**Contract Date:** 3/6/2025

**From:** Byrne & Jones Construction  
13940 St. Charles Rock Rd.  
St. Louis, MO 63044

**Architect:** N/A

## Contract For:

## CONTRACTOR'S APPLICATION FOR PAYMENT:

|                                                              |    |          |
|--------------------------------------------------------------|----|----------|
| 1. Original contract Sum: (See contract)                     | \$ | 4,952.39 |
| 2. Net Change by Change Orders: (from breakdown below)       | \$ | -        |
| 3. Contract Sum to Date: (Line 1 +/- 2)                      | \$ | 4,952.39 |
| 4. Total Complete/Stored to date: (from attached form)       | \$ | 4,952.39 |
| 5. Retainage:                                                |    |          |
| % of Completed work:                                         | \$ | -        |
| % of Stored Material:                                        | \$ | -        |
| Total Retainage:                                             | \$ | -        |
| 6. Total earned Less Retained: (Line 4 less line 5)          | \$ | 4,952.39 |
| 7. Less Previous Payment: (Line 6 from previous)             | \$ | -        |
| 8. Current Payment Due: (Line 6 less 7)                      | \$ | 4,952.39 |
| 9. Balance to Finish, Includes Retained (Line 3 less Line 6) | \$ | -        |

Byrne & Jones will never change banking instructions via electronic means.

## CHANGE ORDERS

|          | Additions | Deductions |                |
|----------|-----------|------------|----------------|
| Prior    | \$0.00    | \$0.00     | Approved Prior |
| Current  | \$0.00    | \$0.00     | Approved Now   |
| Total(s) | \$0.00    | \$0.00     |                |

The undersigned contractor certifies that to the best of Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents.

Contractor: Byrne & Jones Construction

By: Maria A. Bushue Date: 3/27/25

State of: Missouri

County of: St. Louis

Subscribed and sworn before me this

27 day of March 2025

Notary Public:

Commission Expires:

William Paisley  
April 7 2027



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the owner that to the best of the Architect's knowledge, work has progressed as indicated above.

ARCHITECT:

By:

Date:

This certificate is not negotiable. The amount certified is payable only to "Contractor" named herein.

Notice to Owner: Failure of this contractor to pay these persons supplying material or service to complete this contract can result in the filing of a mechanic's lien on the property which is the subject of this contract pursuant to chapter 429, RSMo. To avoid material or service for the work described in this contract. Failure to secure lien waivers may result in your paying for labor and material twice.

### SCHEDULE OF VALUES (CONTINUATION SHEET)

Application Nr.: 1

Application Date: 2/28/2025

Period To: 3/31/2025

Owner's Project Nr.:

Owner's P.O. Nr.:

Application and Certificate for Payment, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

[illegible]



Byrne and Jones Construction  
13940 St. Charles Rock Road  
Bridgeton, MO 63044  
Telephone: (314) 567-7997  
Fax: (314) 567-8928

## CONDITIONAL LIEN WAIVER

**THIS LIEN WAIVER IS NOT VALID  
UNTIL PAYMENT IS RECEIVED  
BY THE UNDERSIGNED**

St. Louis, Missouri

March 27, 2025

To Whom It May Concern:

The undersigned has furnished work, labor, materials and/or equipment for the real property and improvements known as CVAC D QUAD FIELD located at 17925 N. OUTER RD.  
CHESTERFIELD MO. 63005

The undersigned performed this work pursuant to contract with  
CITY OF CHESTERFIELD.

The undersigned, for and in consideration of the payment of FOUR THOUSAND NINE HUNDRED FIFTY-TWO DOLLARS AND 39/100 (\$4,952.39) does hereby waive and release, to the extent of the amount paid as shown above on, any mechanic's lien or claim or right of labor, materials and/or equipment furnished by the undersigned.

It is understood that this affidavit is submitted to induce payment of the above sum and for use by Byrne and Jones Construction to satisfy itself that all liens and claims relating to the services and materials furnished by the undersigned have been paid.

State of: Missouri

County of: St. Louis

Subscribed and sworn to before me this  
27 day of March, 2025

Byrne and Jones Construction

By: *April Bushue*

Title: Controller

NOTARY PUBLIC

Signed: *Bill Paisley*



Project #:S2025-NRM

Inv #: 1

|                                   |
|-----------------------------------|
| <b>CVAC D Quad Field 1 Repair</b> |
|-----------------------------------|

| Manpower               |     |          |          |                         |            |  |
|------------------------|-----|----------|----------|-------------------------|------------|--|
|                        | Qty | ST Hours | OT Hours | Hourly Rate w/ Benefits | Total      |  |
| On Site Superintendent | 1   | 16       | 1.5      | \$125.00                | \$2,255.00 |  |
| Foreman                | 1   | 8        | 0        | \$120.00                | \$960.00   |  |

| Equipment  |   |    |  |         |            |
|------------|---|----|--|---------|------------|
| Tool Truck | 1 | 16 |  | \$95.00 | \$1,520.00 |

| Other     |          |
|-----------|----------|
| Materials | \$217.39 |

|            |            |
|------------|------------|
| Total Cost | \$4,952.39 |
|------------|------------|

**NOTES:**

- 1 Equipment moves charged by hour for equipment not already on job.
- 2 Rates include insurance, fuel, oil, grease, and operator or driver.
- 3 Rates revised January 2025 good through 12/31/2025
- 4 Time & one half overtime billed at \$45 per hour additional charge.
- 5 Double time billed at \$90.00 per hour additional charge.



Transfer No. \_\_\_\_\_

**Transfer From:**

## Transfer TO:

**EXPLANATION:**

D1 required an emergency repair due to an area under the turf infield washing out.

**APPROVALS:**

**(required)**

**City Administrator:**\_\_\_\_\_ **Date:**\_\_\_\_\_

**Approved by City Council on** \_\_\_\_\_ **Date:** \_\_\_\_\_

Transfers up to \$2,500 can be transferred (within object level) with approval of Director of Finance.  
Transfers up to \$5,000 can be transferred (within object level) with approval of the City Administrator.  
Transfers in excess of \$5,000 or between Departments or Funds require approval by City Council.



## **MEMORANDUM**

**DATE:** April 2, 2025

**TO:** Mike Geisel  
City Administrator

**FROM:** Denise Pozniak, Business Assistance Coordinator

**SUBJECT: LIQUOR LICENSE REQUEST – Paddle Up Pickleball Club**

---

**Paddle Up Pickleball Club...** has requested a new liquor license for retail sale of malt liquor (beer only), light wine, drinks to be consumed on premise, and Sunday sales.

Business description: Indoor/outdoor pickleball courts, lessons, serving drinks and light snacks.

There are no known outstanding municipal violations at this location:  
17057 N Outer 40 Rd

Kelly Richert is the managing officer.

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

With City Council approval at the Tuesday, April 22, 2025 city council meeting, I will immediately issue this license.





## **MEMORANDUM**

**DATE:** April 14, 2025

**TO:** Mike Geisel  
City Administrator

**FROM:** Denise Pozniak, Business Assistance Coordinator

**SUBJECT: LIQUOR LICENSE REQUEST – O’Love**

---

**O’Love...** has requested a new liquor license for retail sale of all kinds of intoxicating liquor.

Business description: Retail store for gourmet food, olive oil and balsamic vinegar that will have tasting flights pairing alcohol with different oils and infusing oils with alcohol.

There are no known outstanding municipal violations at this location:  
135 Chesterfield Towne Ctr

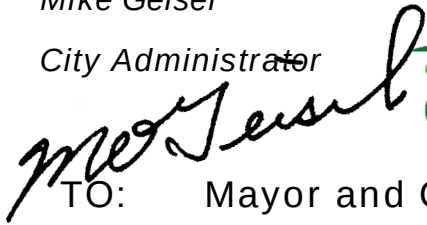
Heather Peplaw is the managing officer.

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

With City Council approval at the Tuesday April 22, 2025 city council meeting, I will immediately issue this license.

Mike Geisel

City Administrator



690 Chesterfield Pkwy W

Chesterfield MO 63017

Phone 636-537-4711

Fax 636-537-4798

TO: Mayor and City Council

DATE: April 11, 2025

RE: CVAC Circumferential Roadway Easement

As you are aware, the City has pursued completion of the circumferential roadway (AKA Ring Road) which provides access around the perimeter of the Chesterfield Valley Athletic Complex and parking areas, without pedestrian conflict. Design and construction of the easternmost segment of this roadway is funded in the approved 2025 budget.

There are many advantages realized by the City in completing this roadway:

- 1) It facilitates the commercial use of the Kurtz access roadway, between the D/E quad and the F quad. This roadway is particularly troublesome due to the heavy truck traffic through the middle of the complex, conflicting with visitors or players of all ages.
- 2) The heavy truck access on the Kurtz Road causes significant degradation of the roadway and requires significant maintenance efforts by the City.
- 3) Construction of the ring road facilitates the execution of the deferred prosecution agreement with Kurtz.
- 4) The proposed ring road is primarily constructed within a modified existing easement on the adjacent parcel to the east, which maximizes the use of City owned property.
- 5) The construction of the roadway limits and reduces the number of access points crossing the Levee Trail and to North Outer 40.

In order to proceed with efforts to design and construct this final segment of the ring road, the impacted parties have agreed to an easement modification agreement. Given the countless instances that the "Ring Road" has been discussed by Council, and given the fact that the road design and construction is authorized and funded in the approved 2025 budget, I will not provide any further history herein. I have, however, attached several previously shared exhibits for this road segment.

I request and recommend that City Council authorize me, as City Administrator, to execute the easement modification agreement in the form attached, which has already been executed by the other impacted parties. City Attorney Graville has been involved and instrumental in drafting this agreement.

If you have any questions or require additional information, please contact me at your earliest convenience.





## 2025 APPROVED BUDGET 2025/2/9

Budget Year 2025

| Account                                        | Account Description                                               | 2022 Actual Amount | 2023 Actual Amount | 2024 Amended Budget | 2024 Adopted Budget | 2025 City Council Approved |
|------------------------------------------------|-------------------------------------------------------------------|--------------------|--------------------|---------------------|---------------------|----------------------------|
| Fund 111 - Chesterfield Valley TIF Fund        |                                                                   |                    |                    |                     |                     |                            |
| EXPENSE                                        |                                                                   |                    |                    |                     |                     |                            |
| Division 072 - Street Maintenance              |                                                                   |                    |                    |                     |                     |                            |
| Contractual Services                           |                                                                   |                    |                    |                     |                     |                            |
| 5255                                           | Pass-through payments                                             | .00                | .00                | .00                 | .00                 | .00                        |
| 5261                                           | Professional services                                             | 13,255.00          | 11,997.50          | 41,852.00           | 10,000.00           | 130,000.00                 |
| Comments                                       |                                                                   |                    |                    |                     |                     |                            |
| Level                                          | Comment                                                           |                    |                    |                     |                     |                            |
| Requestor                                      | Estimate includes entire amount of existing T & H Purchase Order. |                    |                    |                     |                     |                            |
| Budget Transactions                            |                                                                   |                    |                    |                     |                     |                            |
| Level                                          | Transaction                                                       |                    |                    | Number of Units     | Cost Per Unit       | Total Amount               |
| City Council Approved                          | CVAC Bullpen Design & Permitting                                  |                    |                    | 1.0000              | 35,000.00           | 35,000.00                  |
| City Council Approved                          | CVAC Ring Road Design                                             |                    |                    | 1.0000              | 95,000.00           | 95,000.00                  |
| City Council Approved Totals                   |                                                                   |                    |                    |                     |                     | \$130,000.00               |
| Contractual Services Totals                    |                                                                   | \$13,255.00        | \$11,997.50        | \$41,852.00         | \$10,000.00         | \$130,000.00               |
| Capital Outlay                                 |                                                                   |                    |                    |                     |                     |                            |
| 5494                                           | Levee Match                                                       | .00                | .00                | .00                 | .00                 | .00                        |
| 5498                                           | Projects                                                          | .00                | .00                | .00                 | .00                 | 1,176,500.00               |
| Budget Transactions                            |                                                                   |                    |                    |                     |                     |                            |
| Level                                          | Transaction                                                       |                    |                    | Number of Units     | Cost Per Unit       | Total Amount               |
| City Council Approved                          | Permanent fencing for CVAC fields A1 & A2                         |                    |                    | 1.0000              | 16,500.00           | 16,500.00                  |
| City Council Approved                          | CVAC Bullpen Addition C & F Quad                                  |                    |                    | 16.0000             | 35,000.00           | 560,000.00                 |
| City Council Approved                          | CVAC Ring Road Construction                                       |                    |                    | 1.0000              | 600,000.00          | 600,000.00                 |
| City Council Approved Totals                   |                                                                   |                    |                    |                     |                     | \$1,176,500.00             |
| Capital Outlay Totals                          |                                                                   | \$0.00             | \$0.00             | \$0.00              | \$0.00              | \$1,176,500.00             |
| Other finance use and source                   |                                                                   |                    |                    |                     |                     |                            |
| Operating Transfers Out                        |                                                                   |                    |                    |                     |                     |                            |
| 5990                                           | Operating transfers out                                           | .00                | .00                | .00                 | .00                 | .00                        |
| Operating Transfers Out Totals                 |                                                                   | \$0.00             | \$0.00             | \$0.00              | \$0.00              | \$0.00                     |
| Other finance use and source Totals            |                                                                   | \$0.00             | \$0.00             | \$0.00              | \$0.00              | \$0.00                     |
| Division 072 - Street Maintenance Totals       |                                                                   | \$13,255.00        | \$11,997.50        | \$41,852.00         | \$10,000.00         | \$1,306,500.00             |
| EXPENSE TOTALS                                 |                                                                   | \$13,255.00        | \$11,997.50        | \$41,852.00         | \$10,000.00         | \$1,306,500.00             |
| Fund 111 - Chesterfield Valley TIF Fund Totals |                                                                   |                    |                    |                     |                     |                            |
| REVENUE TOTALS                                 |                                                                   | \$523,934.32       | \$2,982,982.56     | \$30,000.00         | \$30,000.00         | \$75,000.00                |
| EXPENSE TOTALS                                 |                                                                   | \$13,255.00        | \$11,997.50        | \$41,852.00         | \$10,000.00         | \$1,306,500.00             |
| Fund 111 - Chesterfield Valley TIF Fund Totals |                                                                   | \$510,679.32       | \$2,970,985.06     | (\$11,852.00)       | \$20,000.00         | (\$1,231,500.00)           |

---

**Space Above Line Reserved for Recorder's Use**  
(St. Louis County, Missouri)

**Title of Document:** Modification of Access Easement Agreement  
(Gumbo, City and Brown)

**Date of Document:** April 8, 2025

**Grantors and Addresses:** Gumbo Flats Properties, LLC  
3615 Tree Court Industrial Blvd.  
St. Louis, MO 63122

The City of Chesterfield  
690 West Chesterfield Parkway  
Chesterfield, Missouri 63017

**Grantee and Address:** Brownstone Farms, L.L.C.  
635 Trade Center Blvd.  
St. Louis, MO 63005

**Legal Description:** Exhibits "A," "B," "C" and "E"

This instrument was prepared by  
and upon recordation should be returned to:  
Stephen L. King, Jr., Esq.  
Jenkins & Kling, P.C.  
150 N. Meramec Avenue, Suite 400  
Clayton, MO 63105



## **MODIFICATION OF ACCESS EASEMENT AGREEMENT**

(Gumbo, City and Brown)

This **MODIFICATION OF ACCESS EASEMENT AGREEMENT** (this "Agreement") is made and entered into as of the 8 day of April, 2025, by and among GUMBO FLATS PROPERTIES, LLC, a Missouri limited liability company ("**Gumbo**"), THE CITY OF CHESTERFIELD, a third-class city organized under the statutes of Missouri ("**City**") and BROWNSTONE FARMS, L.L.C., a Missouri limited liability company ("**Brown**").

### **RECITALS**

A. Gumbo is the owner of fee simple title to the property described on Exhibit "A" attached hereto and incorporated herein by this reference (the "**Gumbo Property**").

B. City is the owner of fee simple title to the property described on Exhibit "B" attached hereto and incorporated herein by this reference (the "**City Property**").

C. Brown is the owner of fee simple title to the property described on Exhibit "C" attached hereto and incorporated herein by reference (the "**Brown Property**").

D. The Brown Property is benefitted by a certain 25' wide easement for ingress, egress and roadway purposes over the Gumbo Property (the "**Original Brown Access Easement**").

E. The Gumbo Property is benefitted by the Original Brown Access Easement for ingress and egress for itself, its successors and assigns and customers, contractors and users.

F. The Gumbo Property is also benefitted by the Original Brown Access Easement and other easements of record to cross the Brown Property for levee access and maintenance (collectively, the "**Levee Access Easements**").

### **AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Modification of Original Brown Access Easements. The parties hereto agree for themselves that the Original Brown Access Easement shall be modified as follows:

a. The 414.90 feet, more or less immediately to and from North Outer 40 Road shall be relocated to the west as depicted on Exhibit "D" attached hereto and incorporated herein by reference. The southern portion of the Original Brown Access Easement on the Gateway Property is hereby vacated and removed from the Original Brown Access Easement as depicted on Exhibit "D".

b. The length of the Original Brown Access Easement along the Gumbo Property shall be widened from approximately twenty-five feet (25') to twenty-six feet (26') as depicted on

Exhibit "D" attached hereto and incorporated herein by reference. The Original Brown Roadway Easement shall not be so widened on the Brown Property.

c. The City and its successors and assigns, customers, contractors and users shall have the perpetual right to use the Original Brown Easement as modified herein except that the right of the City to use the Brown Access Easement shall not extend into the Brown Property.

d. The City shall have the right and be solely responsible to maintain, repair and replace the roadway easement area on the City Property and the Gumbo Property from North Outer 40 Road to the southern point of that certain easement recorded in Book 10080, Page 1248 in the Office of the Recorder of Deeds for the County of St. Louis, Missouri (the "***Maintenance Area***") depicted on and described in Exhibit "D" attached hereto. At its option, the City may also improve the Maintenance Area. No rights or obligations of the City to maintain and improve the Original Brown Access Easement as modified herein shall extend onto the Brown Property. All such permitted work shall include reasonable storage and repair areas in or adjoining such roadway easement area to be improved, and the City shall maintain such areas in a state of good repair and condition and at its sole cost. All such maintenance and repair work shall be done in a good and workmanlike manner using quality materials.

e. That portion of the Original Brown Access Easement on and over real property owned by Gumbo to the east at 17733 N Outer 40 Road, Chesterfield, MO 63005 and legally described on Exhibit "E" attached hereto and incorporated herein is also hereby vacated and extinguished.

2. Non-Interference. Neither the parties hereto nor their successors nor assigns shall block or obstruct the easements granted herein or take any action which would adversely affect the use and enjoyment of the easement granted herein by the other parties and their successors and assigns. Gumbo shall retain all rights to the Levee Access Easements and nothing herein shall modify or limit such rights.

3. Enforcement. In the event of any violation by any party hereto in the observance and performance of the covenants and obligations contained in this Agreement, the other party shall have, in addition to the right to collect damages, the right to enjoin such violation or threatened violation in a court of competent jurisdiction. A party will not be in default hereunder until such party has received written notice specifying the default and fails to cure such default within ten (10) days after the receipt of such notice, or fails to diligently and in good faith commence to cure such default within such time period if the default cannot be cured within such ten (10) day period and thereafter proceed diligently to cure the default. No breach of this Agreement will entitle any party to cancel, rescind or otherwise terminate this Agreement.

4. Notices. Whenever any notice is required or permitted by the terms of this Agreement, such notice shall be deemed received when delivered personally two (2) days after such notice has been mailed by certified mail, return receipt requested, postage prepaid, to the persons as follows or to such other address as any party or person specifies by written notice in accordance with the terms



of this Paragraph:

|        |                                                                                                                     |
|--------|---------------------------------------------------------------------------------------------------------------------|
| Gumbo: | Gumbo Flats Properties, LLC<br>3615 Tree Court Industrial Blvd.<br>St. Louis, MO 63122<br>Attn: Gerald W. Kerr, Jr. |
| City:  | The City of Chesterfield<br>690 West Chesterfield Parkway<br>Chesterfield, Missouri 63017                           |
| Brown: | Brownstone Farms, L.L.C.<br>635 Trade Center Blvd.<br>St. Louis, MO 63005                                           |

5. Term. The Access Easement created hereby shall be deemed to be a covenant running with the title to the land hereby affected, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and all parties claiming by, through or under the parties hereto shall be taken to hold, agree and covenant with the said parties hereto and with their successors and assigns, and with each of them, to conform to and observe the provisions of this Agreement.

6. Amendment. Except as expressly provided herein, the Original Brown Access Easement shall remain in full force and effect. This Agreement may only be amended, modified, extended or terminated by the recording of an appropriate document in the office of the Recorder of Deeds for St. Louis County, Missouri, which document must be executed by all of the parties to this Agreement or their respective successors and assigns.

7. Recording. A fully executed counterpart of this Agreement shall be recorded in the office of the Recorder of Deeds for St. Louis County, Missouri.

8. Severability. If any provision of this Agreement shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and to this end, the provisions hereof are severable.

9. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Missouri.

10. Prevailing Party's Attorney's Fees. In the event of any action or proceeding brought by either party against the other, under or pursuant to or in the enforcement of the terms and provisions of this Agreement, the prevailing party shall be entitled to recover (and the non-prevailing party shall be obligated to pay) all costs and expenses incurred by the prevailing party in connection therewith including reasonable attorneys' fees (as determined by court action) and court costs.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto executed this Agreement as of the day and year first above written.

**"GUMBO"**

GUMBO FLATS PROPERTIES, LLC

By: \_\_\_\_\_  
Print Name: Gerald W. Kerr, Jr.  
Title: Manager

STATE OF MISSOURI )

) SS.

COUNTY OF ST. LOUIS )

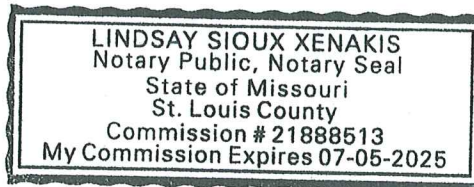
On this 8<sup>th</sup> day of April, 2025, before me, a Notary Public in and for said state, personally appeared Gerald W. Kerr, Jr., manager of Gumbo Flats Properties LLC, a Missouri limited liability company, known to me to be the person who executed the within Access Easement Agreement in behalf of said limited liability company and acknowledged to me that he executed the same as his free act and deed for the purposes therein stated.

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

Lindsay Sioux Xenakis  
Notary Public

My Commission Expires:

07/05/2025





***“CITY”***

THE CITY OF CHESTERFIELD, MISSOURI

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

Name: \_\_\_\_\_

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

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, \_\_\_\_\_ of The City of Chesterfield, Missouri, a third-class city and political subdivision of the state of Missouri, who stated to me that the same was executed as the free act and deed of said company.

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

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

My commission expires: \_\_\_\_\_

**"BROWN"**

BROWNSTONE FARMS, L.L.C.

By: 

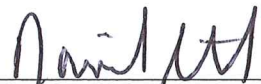
Name: ANDREW BROWN

Title: MANAGER

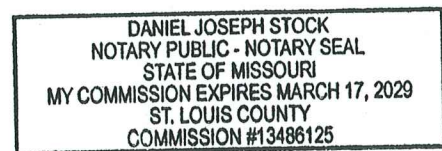
STATE OF MISSOURI     )  
                                      ) SS.  
COUNTY OF ST. LOUIS    )

On this 10 day of April, 2025, before me, a Notary Public in and for said state, personally appeared Andrew Brown, Manager of Brownstone Farms, L.L.C., a Missouri limited liability company, known to me to be the person who executed the within Access Easement Agreement in behalf of said limited liability company and acknowledged to me that he executed the same as his free act and deed for the purposes therein stated.

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

  
Notary Public

My Commission Expires: 3/17/29





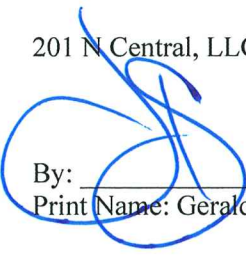
**CONSENT AND SUBORDINATION**

The undersigned, holder of a certain Deed of Trust and Security Agreement dated December 6, 2022 (the "Deed of Trust"), recorded in the Office of the Recorder of Deeds for the County of St. Louis, Missouri, as Document No. 2022121200369, does hereby join in and consent to the execution and recording of the foregoing Access Agreement, including the exhibits thereto (the "Agreement"), and does hereby subordinate the lien of its Deed of Trust so that in the event of foreclosure, the property which is covered by the Deed of Trust shall continue to be subject to the Agreement and to all of the terms, covenants and conditions of said Agreement.

The undersigned is executing this document solely to provide its consent as a lender to the contemplated transaction as required in the Deed of Trust. The relationship between the undersigned and Gumbo Flats Properties, LLC is that of a borrower and a lender only, and neither party is, nor shall hold itself out to be, the agent, employee, joint venturer or partner of the other party. The consent granted herein is expressly limited to the matters described herein and shall not be deemed a consent to or as a waiver of any other conditions or requirements in the Deed of Trust or other loan documents.

IN WITNESS WHEREOF, the undersigned has executed this Consent and Subordination on the 8<sup>th</sup> day of April, 2025.

201 N Central, LLC

By:   
Print Name: Gerald W. Kerr, Jr.

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

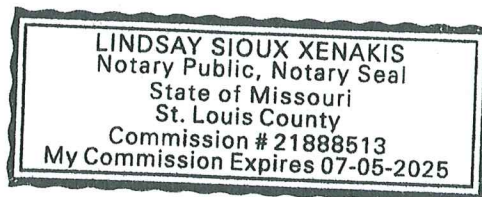
On this 8<sup>th</sup> day of April, 2025, before me, a Notary Public in and for said state, personally appeared Gerald W. Kerr, Jr., manager of 201 N. Central, LLC, a Missouri limited liability company, known to me to be the person who executed the within Consent and Subordination in behalf of said limited liability company and acknowledged to me that he executed the same as his free act and deed for the purposes therein stated.

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

  
Notary Public

My Commission Expires:

07-05-2025



**EXHIBIT "A"**

(Legal Description of the Gumbo Property)

A tract of land in U.S. Survey 102, 150, and 419, being a portion of Lots 1, 2, and 3 of the Subdivision of the Spencer Tyler Estate, Lots 1 and 2 according to plat thereof recorded in Plat Book 7 page 25 of the St. Louis County (former City) Records, and Lot 3 according to plat made by Fern and Cummins in U.S. Survey 102, the plat of which is not of record, and more particularly described as follows: Beginning at an iron pipe at the intersection of the East line of Lot 1 and the North right-of-way line of New U.S. Highway 40; thence North 84 degrees 10 minutes 55 seconds West along said right-of-way 495.01 feet to an iron pipe in the East line of Lot 2; thence North 12 degrees West along the East line of Lot 2, 290.79 feet to an iron pipe (said pipe being distant North 12 degrees West, 2063.36 feet from the North line of Old U.S. Highway 40, T.R., per deed); thence South 78 degrees West 668.78 feet to an old iron pipe; thence North 12 degrees West 2007.66 feet to an iron pipe; thence South 89 degrees 49 minutes 57 seconds East 1162.33 feet to an iron pipe in the East line of Lot 1; thence South 12 degrees 05 minutes 58 seconds East along the East line of Lot 1, 2204.94 feet to the point of beginning, according to survey executed by Fawcett Vogt Associates in October 1973, EXCEPTING THEREFROM that part conveyed by deed recorded in Book 7194 page 181.



**EXHIBIT "B"**

(Legal Description of the City Property)

A TRACT OF LAND BEING LOT 1 OF CVAC SUBDIVISION PER PLAT BOOK 359, PAGE 82 AND LOCATED IN U.S. SURVEYS 102, 150, 371 AND 419, TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

**EXHIBIT "C"**  
(Legal Description of the Brown Property)

Parcel 1:

A tract of land being part of Lot 3 of "Fenn and Cummings Subdivision", in U. S. Survey 102, Township 45 North, range 3 East of the Fifth Principal Meridian and being more particularly described as:

Beginning at a point on the East line of property now or formerly of Clarence L. Raup and Margaret L. Raup as described in the deed recorded in Book 6936 page 2409 of the St. Louis County Records, said point being distant North 12 degrees 01 Minutes West 1.57 feet from the Southeast corner of said Raup Property, thence Northwardly along the said East line of the Raup Property North 12 degrees 01 minutes West 2362.56 feet more or less to a point on the South Bank of the Minor Channel of The Missouri River, thence Eastwardly along the meanders of said river bank downstream to a point on the West line of property now or formerly of Joseph J. Duever as described in the deed recorded in Book 6914 page 1783 of the St. Louis County Records, thence Southwardly along the said West line of the Duever Property South 12 degrees 01 minutes East 2021.35 feet more or less to a point on the center line of the Levee, thence South 85 degrees 58 minutes 22 seconds West 752.73 feet to the point of beginning per survey made by Elbring Surveying Company during May, 1965.

Parcel 2:

A tract of land in U. S. Surveys 102 and 419 in Township 45 North, range 3 East of the Fifth Principal Meridian and being a portion of Lots 1 and 2 of Spencer C. Tyler's Estate Subdivision according to a plat attached to the Commissioner's Report recorded in Book 7 page 25 of the St. Louis County Records, and a portion of Lot 3 of the Subdivision made by Fenn and Cummings in U. S. Survey 102, the plat of which is not of record, and being more particularly described as follows:

Commencing at the intersection of the East line of the aforementioned Lot 1 of the Subdivision of Spencer C. Tyler's Estate and the North right of way line of relocated U. S. Highway 40 • 61, thence North 12 degrees 05 minutes 58 seconds West 2205.17 feet to the North side of a Levee said point being the point of beginning of the herein described tract of land and being also the the Northeastern corner of a tract of land conveyed to Goodland, Inc., by instrument recorded in Book 66519 page 1556, of the St. Louis County Records, thence North 851 degrees 50 minutes 05 seconds West, along said North side of the Levee, being also the North line of Goodland, Inc., aforesaid, 1162.27 feet to a point, thence North 12 degrees 00 minutes 00 seconds West 1524.48 feet to a point, said point being The Missouri River (Minor Channel) according to a survey made by Elbring Surveying Company in October 1943, thence along the meanders of said Channel the following courses and distances, South 69 degrees 37 minutes 00 seconds East 451.89 feet, South 61 degrees 05 minutes 00 seconds East 380.00 feet, South 66 degrees 08 minutes 36 seconds East 574.68 feet, thence leaving said Minor Channel, South 12 degrees 05 minutes 58 seconds East 941.87 feet to the point of beginning, according to a survey by Kenneth Balk and Associates, Inc., in September 1976.



Parcel 3:

A 25 foot wide easement for ingress and egress over the following described tract of land in U. S. Survey 419, Township 45 North, range 3 East of the Fifth Principal Meridian, Missouri and being part of Lot 1 of the Subdivision of the Spencer Tyler Estate being more particularly described as follows:

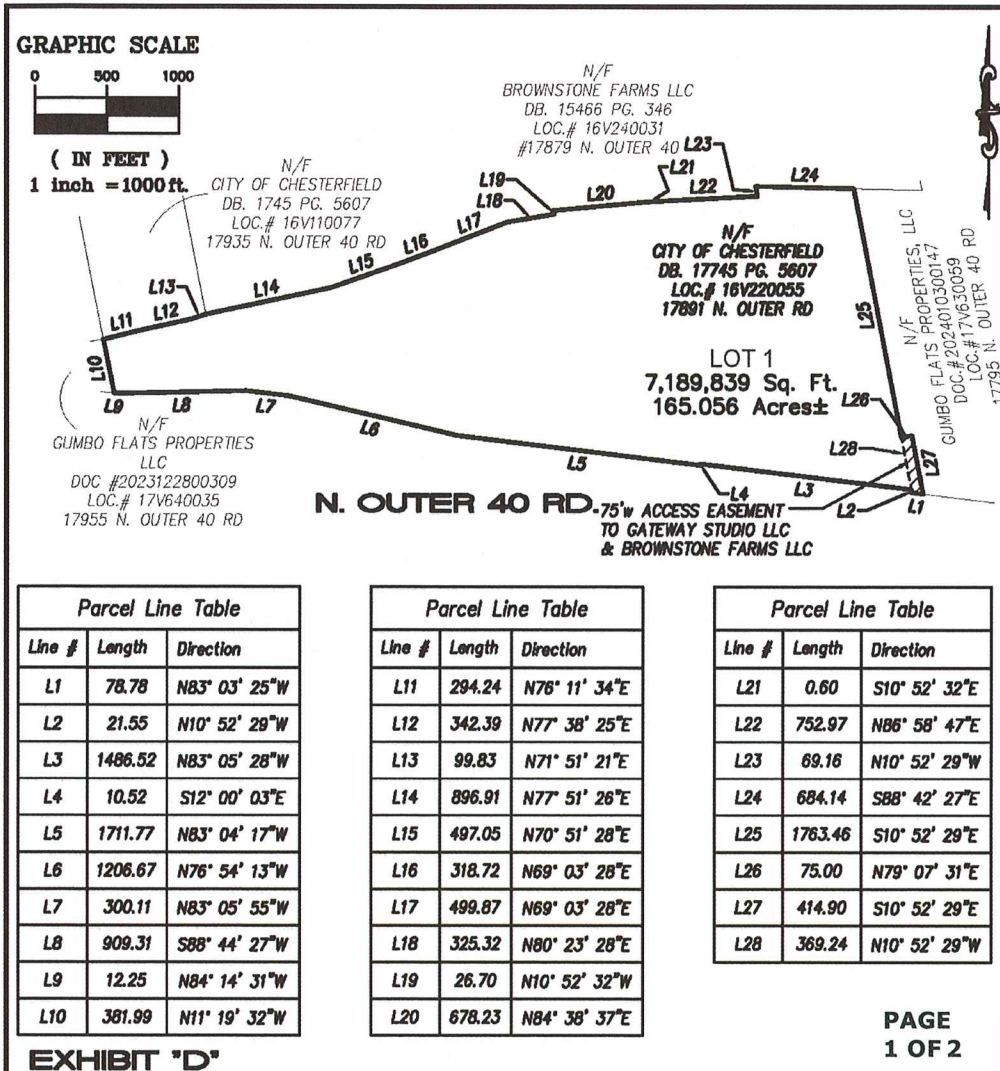
Beginning at the Southeast corner of a 75 foot wide tract now or formerly of Thomas C. Shaw et al, by deed recorded in Book 7194 page 181 of the St. Louis County Records, thence Northwardly along the East line of said Shaw tract North 12 degrees 00 minutes 00 seconds West 414.90 feet to the Northeast corner thereof, thence along the North line of said Shaw Tract South 78 degrees 00 minutes 00 seconds West 75.00 feet to the Northwest corner thereof and being a point in the West line of the aforementioned Lot 1 of Tyler Estate, thence Northwardly along said West line North 12 degrees 00 minutes 00 seconds West, 1763.47 feet to its intersection with the South line of a tract now or formerly of Joseph J. Duever III by deed recorded in Book 6914 page 1783 of said County Records, thence Eastwardly along said South line South 89 degrees 49 minutes 57 seconds East, 25.58 feet to a point, thence South 12 degrees 00 minutes 00 seconds East 1733.08 feet to a point, thence North 78 degrees 00 minutes 00 seconds East 75.00 feet to a point, thence South 12 degrees 00 minutes 00 seconds East 396.68 feet to a point, thence Eastwardly along a line 25 feet North of and parallel with the Northern line of New U.S. Highway 40, South 84 degrees 10 minutes 55 seconds East 416.23 feet to a point thence South 12 degrees 00 minutes 00 seconds East 26.25 feet to a point in said Northern line of New U. S. Highway 40, thence Westwardly along said Northern line North 84 degrees 10 minutes 55 seconds West 442.49 feet to the point of beginning.

Parcel 4:

A 50 foot wide Road Easement in a tract of land in U. S, Surveys 102 and 419, Township 45 North range 3 East of the Fifth Principal Meridian and being part of Lots 1 and 2 of Spencer C. Tyler's Estate Subdivision and part of Lot 3 of the Fenn and Cummings Subdivision, all in St. Louis County, Missouri and being more particularly described as follows:

Beginning at the Southwest corner of said Duever Tract, thence Eastwardly along the South line of said Duever Tract South 89 degrees 50 minutes 05 seconds East 50 feet to a point, thence North 12 degrees 00 minutes 00 seconds West 100 feet to a point, thence South 89 degrees 50 minutes 05 seconds East and parallel with the South line of said Duever Tract 1112.27 feet more or less to a point, thence North 12 degrees 00 minutes 00 seconds West 50 feet to a point, thence Westwardly North 89 degrees 50 minutes 05 seconds West 1162.27 feet more of less to a point, thence South 12 degrees 00 minutes 00 seconds East 150 feet to the point of beginning.

# **EXHIBIT "D"** (Easement Drawing)



**EXHIBIT "D"**

## **EASEMENT EXHIBIT**

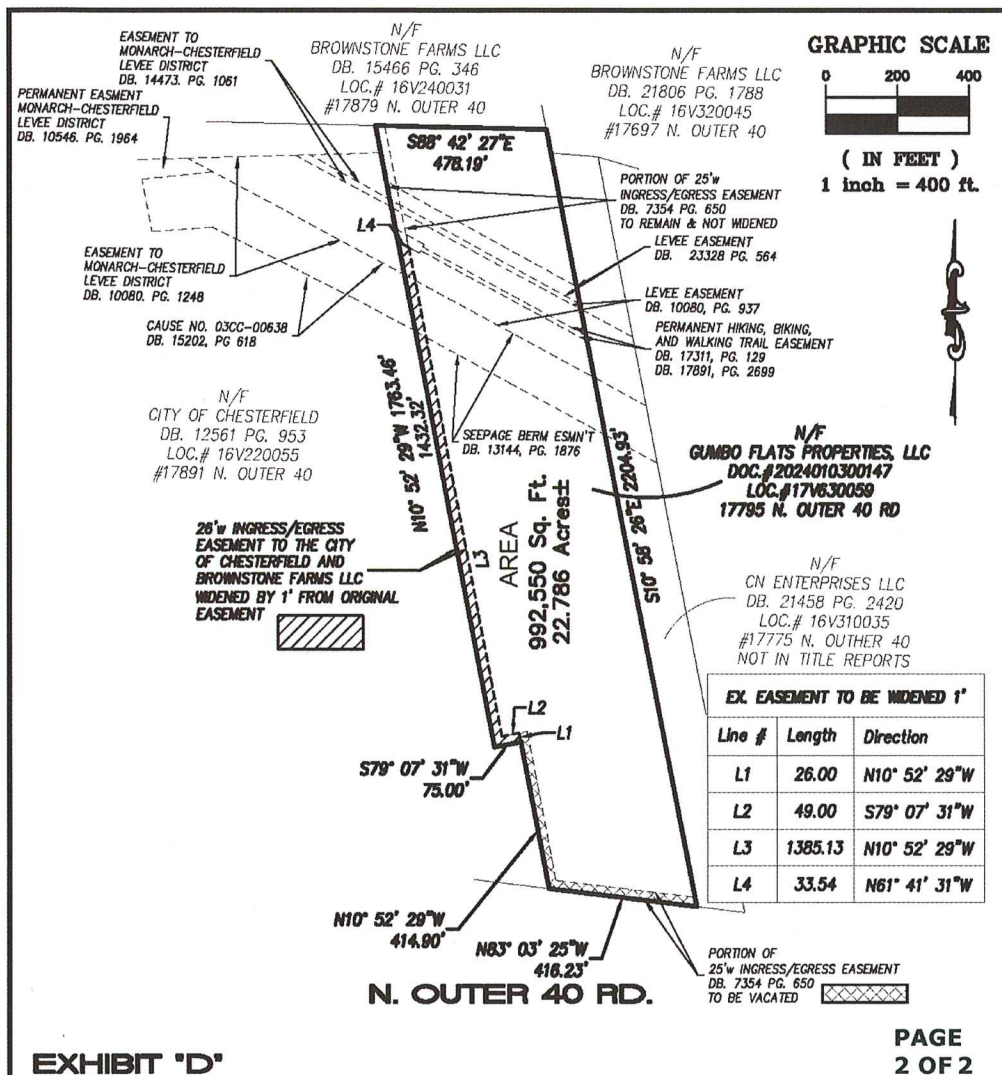
A TRACT OF LAND BEING LOT 1 OF CVAC SUBDIVISION PER PLAT BOOK 359,  
PAGE 82 AND LOCATED IN U.S. SURVEYS 102, 150, 371 AND 419, TOWNSHIP  
45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF  
CHESTERFIELD,  
ST. LOUIS COUNTY, MISSOURI

Stock & Associates  
Consulting Engineers, Inc.  
257 Chesterfield Business Parkway  
Chesterfield, MO. 63005  
(636) 530-9100

DATE 3/24/25

O: \DRAW7100\20227165\Survey\EXHIBITS\EXHIBIT1.DWG





## EASEMENT EXHIBIT

A TRACT OF LAND BEING PART OF U.S. SURVEYS 419 AND 1010,  
TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE 5th PRINCIPAL MERIDIAN  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

Stock & Associates  
Consulting Engineers, Inc.  
257 Chesterfield Business Parkway  
Chesterfield, MO. 63005  
(636) 530-9100

DATE 3/24/25

O: \DRAW7100\20227165\Survey\EXHIBITS\EXHIBIT2.DWG

**EXHIBIT "E"**  
(Legal Description of 17733 N. Outer 40 Road)

A tract of land in U.S. Survey 1010, Township 45 and 46 North, Range 3 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at the Southeast corner of a tract of land conveyed to Chesterfield Community Association, Inc., by deed recorded in Book 7236 page 934 of the St. Louis County Records, said point being also a point in the North line of New Missouri State Highway 40, 240 feet wide; thence Northwardly along the East line of said Chesterfield Community Association, Inc., property North 11 degrees 59 minutes 15 seconds West 2142.10 feet to the Northeast corner thereof, said point being in the "Levee Line" of the Monarch Chesterfield Levee District, thence in a Southeastwardly direction along said "Levee Line" the following courses and distances: South 75 degrees 09 minutes 08 seconds East 180.37 feet, South 54 degrees 45 minutes 45 seconds East 116.91 feet, South 32 degrees 56 minutes 53 seconds East 800 feet, South 38 degrees 15 minutes 35 seconds East 55.56 feet, South 42 degrees 49 minutes 14 seconds East 571.01 feet, South 46 degrees 32 minutes 27 seconds East 102.22 feet and South 53 degrees 24 minutes 59 seconds East 137.14 feet to a point in the West line of property conveyed to Clarence E. Graeler, et al, by deed recorded in Book 6380 page 1032 of the St. Louis County Records; thence Southwardly along said West line of the Graeler property South 7 degrees 53 minutes East 802.39 feet to its intersection with the aforesaid North line of New Missouri State Highway 40; thence Westwardly along said North line along a curve to the right whose radius point bears North 5 degrees 15 minutes 12 seconds East 34,177.47 feet from the last mentioned point, a distance of 394.86 feet and North 84 degrees 05 minutes 05 seconds West 587.07 feet to the point of beginning.





**LEGEND**

A1 - A2

A3 - A4

FOOTBALL PRACTICE FIELDS  
FOOTBALL FIELDS

PG

PLAYGROUND

DRAINAGE SWALE

LEVEE TRAIL

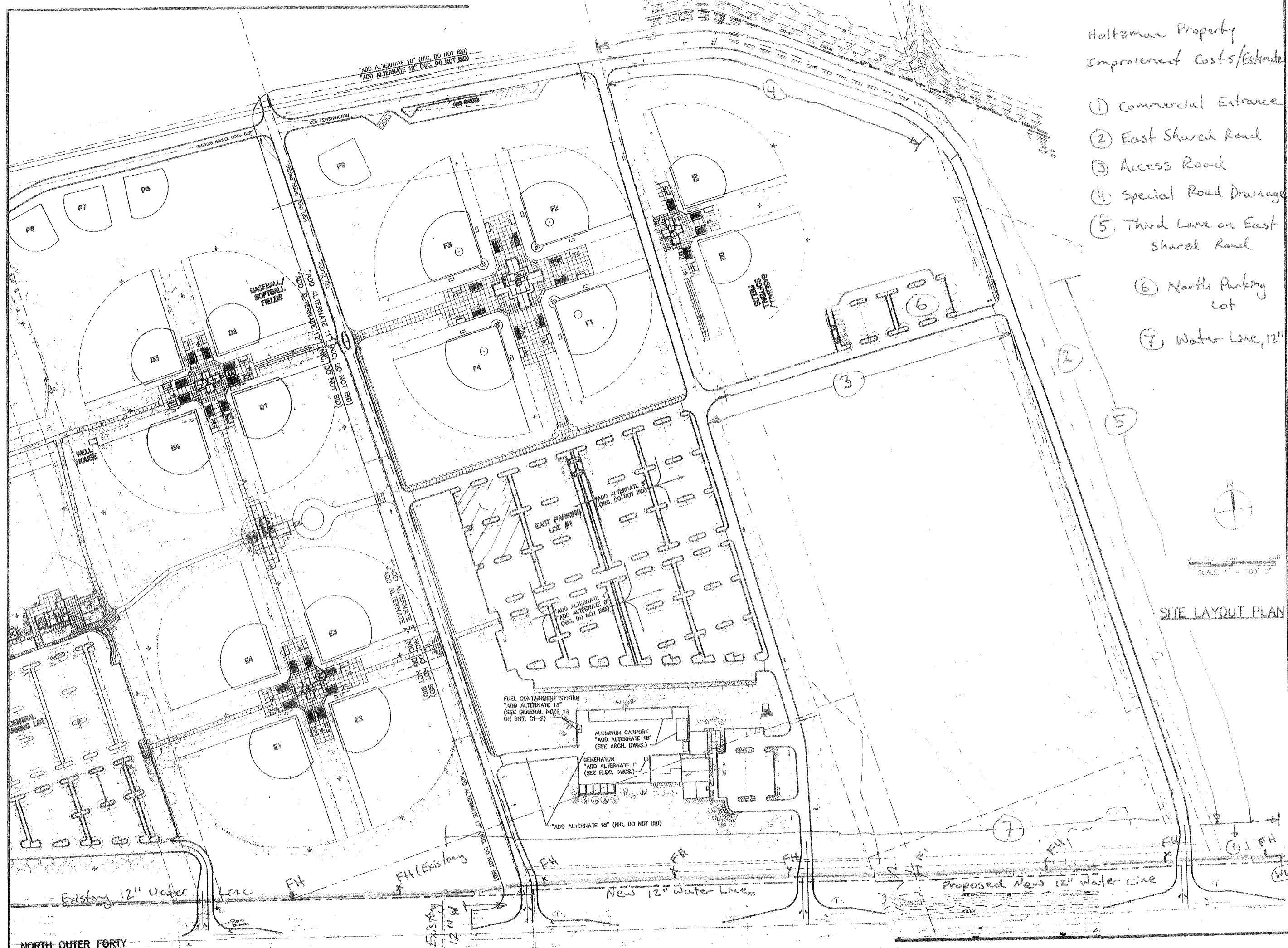
WETLAND

**PARKING LOT TOTALS**  
WEST PARKING LOT #1 228  
WEST PARKING LOT #2 228









Holtzman Property  
Improvement Costs/Estimate

- ① Commercial Entrance
- ② East Shared Road
- ③ Access Road
- ④ Special Road Drainage
- ⑤ Third Lane on East Shared Road
- ⑥ North Parking Lot
- ⑦ Water Line, 12"

**City of Chesterfield**  
600 Chesterfield Parkway West  
Chesterfield, MO 63017  
PH: (636) 537-4000  
FAX: (636) 537-4766  
Email: info@chesterfield.mo.us

**EDSI**  
ENGINEERING DESIGN  
SOURCE, INC.  
1415 ELBRIDGE PAYNE RD.  
SUITE 255  
CHESTERFIELD, MO. 63017  
PH: (636) 537-5585  
FAX: (636) 537-0275

| REVISIONS |             |
|-----------|-------------|
| DATE      | DESCRIPTION |
|           |             |
|           |             |
|           |             |
|           |             |
|           |             |

**CITY OF CHESTERFIELD  
CHESTERFIELD VALLEY  
ATHLETIC COMPLEX  
EXPANSION PACKAGE 5  
EXISTING SITE PLAN**

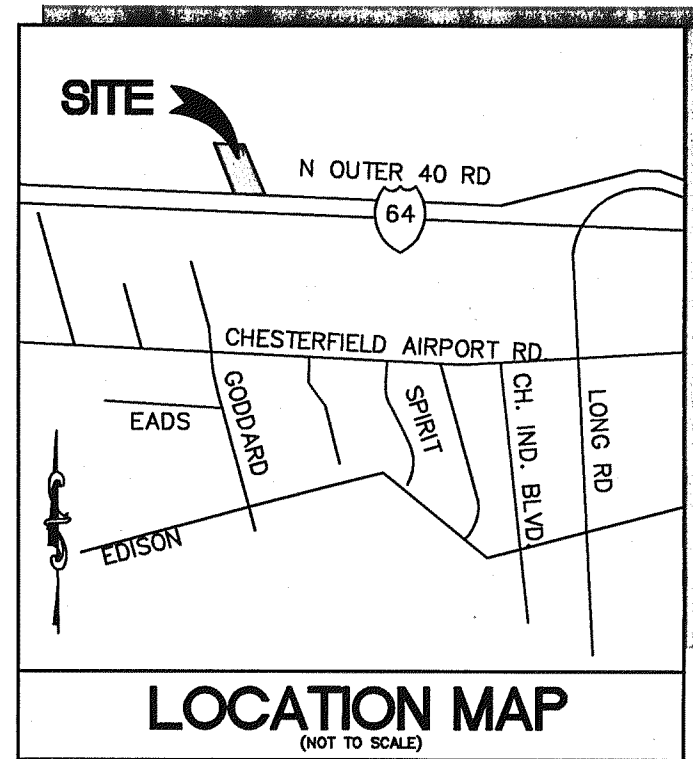
STATE OF MISSOURI  
REGISTERED PROFESSIONAL ENGINEER  
WILLIAM L. RAGSDALE  
NUMBER 027412  
4.26.07

PROJECT # 105009  
DATE 09-28-2007  
DRAWN BY ST  
CHECKED BY BR

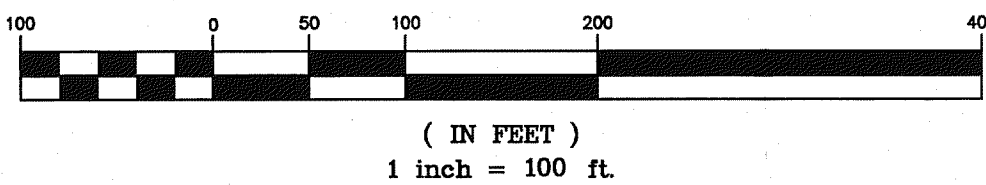
SHEET NUMBER  
**C0-1**

# BOUNDARY SURVEY

A TRACT OF LAND BEING PART OF U.S. SURVEYS 102, 150, AND 419  
TOWNSHIPS 43 AND 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



## GRAPHIC SCALE

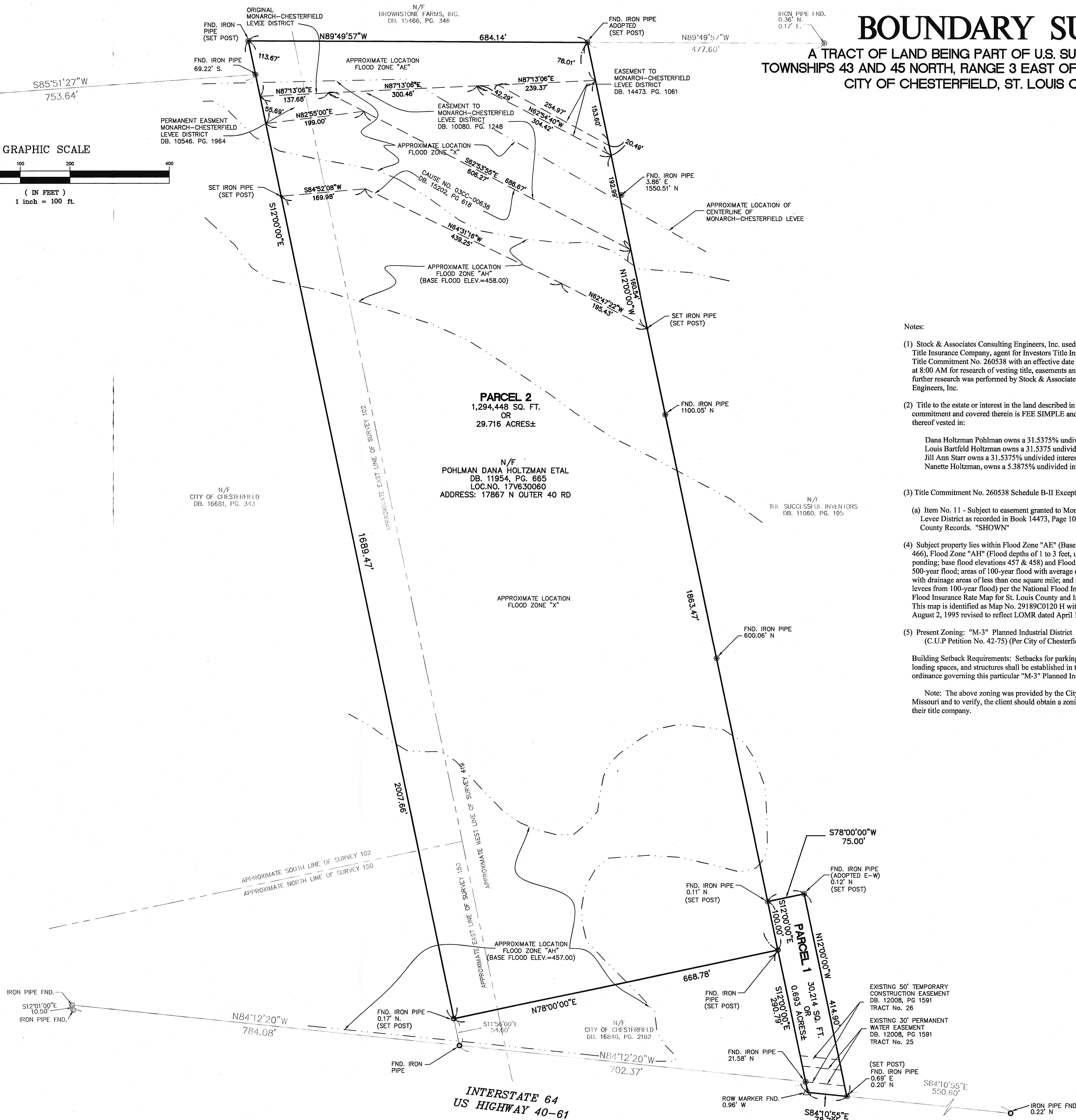


| LEGEND                     |          |
|----------------------------|----------|
| EXISTING SANITARY SEWER    | ==       |
| EXISTING STORM SEWER       | ==       |
| EXISTING TREE              | (Symbol) |
| EXISTING BUILDING          | (Symbol) |
| EXISTING CONTOUR           | (Symbol) |
| SPOT ELEVATION             | (Symbol) |
| EXISTING UTILITIES         | (Symbol) |
| FOUND 1/2" IRON PIPE       | (Symbol) |
| SET IRON PIPE              | (Symbol) |
| FOUND CROSS                | (Symbol) |
| FOUND STONE                | (Symbol) |
| FIRE HYDRANT               | (Symbol) |
| LIGHT STANDARD             | (Symbol) |
| BUSH                       | (Symbol) |
| SIGN                       | (Symbol) |
| NOTES PARKING SPACES       | (Symbol) |
| GUY WIRE                   | (Symbol) |
| POWER POLE                 | (Symbol) |
| WATER VALVE                | (Symbol) |
| DENOTES RECORD INFORMATION | (Symbol) |
| HANDICAPPED PARKING        | (Symbol) |

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

PREPARED FOR:  
CITY OF CHESTERFIELD  
690 CHESTERFIELD PKWY W  
CHESTERFIELD, MISSOURI 63017  
PHONE: (636) 537-4000  
FAX: (636) 537-4798

DRAWING FILE: C:\Users\m5001\Documents\20081019\3819 Boundary Survey 11-13-09.dwg LAYOUT: Model PLOTTED BY: daniel.ehlmann Nov 13, 2009 - 11:07am



### Notes:

(1) Stock & Associates Consulting Engineers, Inc. used exclusively Stewart Title Insurance Company, agent for Investors Title Insurance Company, Title Commitment No. 260538 with an effective date of December 14, 2005 at 8:00 AM for research of vesting title, easements and encumbrances. No further research was performed by Stock & Associates Consulting Engineers, Inc.

(2) Title to the estate or interest in the land described in the above commitment and covered therein is FEE SIMPLE and at the effective date thereof vested in:

Dana Holtzman Pohlman owns a 31.5375% undivided interest and  
Louis Bartfeld Holtzman owns a 31.5375% undivided interest and  
Jill Ann Starr owns a 31.5375% undivided interest,  
Nanette Holtzman, owns a 5.3875% undivided interest

(3) Title Commitment No. 260538 Schedule B-II Exceptions:

(a) Item No. 11 - Subject to easement granted to Monarch-Chesterfield Levee District as recorded in Book 14473, Page 1061 of the St. Louis County Records. "SHOWN"

(4) Subject property lies within Flood Zone "AE" (Base flood elevation - 466), Flood Zone "AH" (Flood depths of 1 to 3 feet, usually areas of ponding; base flood elevations 457 & 458) and Flood Zone "X" (areas of 500-year flood; areas of 100-year flood with average depths of 1 foot or with drainage areas of less than one square mile; and areas protected by levees from 100-year flood) per the National Flood Insurance Program, Flood Insurance Rate Map for St. Louis County and Incorporated Areas. This map is identified as Map No. 29189C0120 H with an effective date of August 2, 1995 revised to reflect LOMR dated April 17, 2000.

(5) Present Zoning: "M-3" Planned Industrial District  
(C.U.P. Petition No. 42-75) (Per City of Chesterfield, Missouri)

Building Setback Requirements: Setbacks for parking areas, internal drives, loading spaces, and structures shall be established in the conditions of the ordinance governing this particular "M-3" Planned Industrial District.

Note: The above zoning was provided by the City of Chesterfield, Missouri and to verify, the client should obtain a zoning endorsement from their title company.

### PROPERTY DESCRIPTION

Parcel 1: A tract of land in U.S. Survey 419, Township 45 North, Range 3 East, St. Louis County, Missouri and being a part of Lot 1 of the subdivision of the Spencer Tyler Estate being more particularly described as follows: beginning at an old iron pipe in the West line of said Lot 1, said pipe being the Northeast corner of a 2.40 acre tract now or formerly of Peter V. Danna; thence Southwardly along the West line South 12 degrees 00 minutes 00 seconds East 290.79 feet to an old iron pipe at its intersection with the Northern line of new U.S. Highway 40; thence Eastwardly along said Northern line, South 84 degrees 10 minutes 55 seconds East 78.78 feet to a point; thence Northwardly and parallel with the aforementioned West line of said Lot 1 North 12 degrees 00 minutes 00 seconds West 414.90 feet to a point; thence South 78 degrees 00 minutes 00 seconds West 75.00 feet to a point in the said West line of said Lot 1; thence Southwardly along said West line South 12 degrees 00 minutes 00 seconds East 100.00 feet to the point of beginning.

Parcel 2: A tract of land in U.S. Survey 150, 102 and 419, Township 43 North, Range 3 East, St. Louis County, Missouri being more particularly described as follows: Beginning at an old iron pipe in the East line of Lot 2 of the Subdivision of the Spencer Tyler Estate distant North 12 degrees 00 minutes 00 seconds West 2063.36 feet from the North line of old U.S. Highway 40 T.R.; said pipe being also the Northeast corner of a 2.40 acres tract now or formerly of Peter V. Danna; thence Northwardly along said East line of said Lot 2 North 12 degrees 00 minutes 00 seconds West 1863.47 feet to a point on the North line of the Monarch Chesterfield Levee District; thence Westwardly along said North line North 89 degrees 49 minutes 57 seconds West 684.14 feet to an old iron pipe in said North line; thence Southwardly and parallel with the aforementioned East line of Lot 2 South 12 degrees 00 minutes 00 seconds East 2007.66 feet to an old iron pipe at the Northwest corner of the aforementioned Danna tract; thence Eastwardly along the North line of said Danna tract North 78 degrees 00 minutes 00 seconds East 668.78 feet to the point of beginning.

Excepting therefrom that portion taken by Condemnation Suit # 98CC-2709 by The State of Missouri recorded in Book 12008 Page 1591.

Excepting therefrom that portion taken by Condemnation Suit #03CC-000638 by Monarch-Chesterfield Levee District recorded in Book 15202 Page 618.

### SURVEYOR'S CERTIFICATION

This is to certify that Stock & Associates Consulting Engineers, Inc. have during November, 2009, by order and for the use of the City of Chesterfield, Missouri, executed a Property Boundary Survey of a tract of land being part of U.S. Surveys 102, 150, and 419, Township 45 North, Range 3 East of the 5th Principal Meridian, City of Chesterfield, St. Louis County, Missouri and that the results of said survey are shown herein. We further certify that the above plat was prepared from an actual survey, according to the records available and recorded, and said survey meets or exceeds the current minimum standards for Property Boundary Surveys for "Class Urban Property" as defined in Chapter 16, Land Surveying 4 CSR 30-16.04 of the Missouri Minimum Standards for Property Boundary Surveys and adopted by the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors, and Landscape Architects.

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

By: D. Ehlmann 11/13/09  
Daniel Ehlmann, Missouri P.L.S. No. 2215



## BOUNDARY SURVEY

17687 NORTH OUTER 40 ROAD

**Stock & Associates**  
Consulting Engineers, Inc.

257 Chesterfield Business Parkway  
St. Louis, MO 63005  
PH: (636) 530-9100  
FAX: (636) 530-9130  
e-mail: general@stockassoc.com  
Web: www.stockassoc.com

DRAWN BY: R.S.B./D.M.E. 11/13/09 DATE CHECKED BY: D.M.E. 11/13/09 DATE JOB NUMBER: 206-3819 SHEET: 1 of 1



Project identification: Levee Seepage Berm Under Drains

Relative prioritization: High priority

Urgent ? : Yes/No Yes, this project is urgent due to the construction of the circumferential road, development of the adjacent Gateway Studios, as well as to provide Kurtz recreational access after elimination of their existing roadway.

Project Narrative\description: As the CVAC was developed, in order to maximize the use of the property, construction of athletic fields and the perimeter roadway and parking was constructed within the restricted sand berm easement. This construction required the installation of a Corps of Engineers approved under-drain system, to allow seepage water to drain freely through the porous sand berm media.

During the expansion of the CVAC after the successful passage of Proposition P, circa 2004 – 2008, the majority of this underdrain system was installed and is in place. Parks personnel field located the existing drains, clean-outs and field tested the system to ensure it was fully functional and clear in September-October 2024. At that time, we discerned that while most of the system had been completed, there was a section at the west end adjacent to the A fields that had not yet been constructed, and as was already known, the drains from the Kurtz Road east were not constructed since the perimeter roadway and adjacent parking had not been paved.

These underdrains must be constructed in conjunction with the completion of the circumferential roadway and parking paving which is budgeted for 2025.

Conflicts, problems, concerns, or related issues: Requires Corps approval. We intend to proceed with the assertion that the entire system of underdrains was originally approved in 2011 in conjunction with the CVAC Expansion plans, - Phase 2 (Corps letter attached). EDSI completed the original plans, although the personnel involved are no longer there. It is likely that the under-drain system would be combined with the Circumferential Roadway design\approvals.



REPLY TO  
ATTENTION OF:

Operations, Readiness,  
Regulatory Division  
Readiness Branch

**DEPARTMENT OF THE ARMY**  
**ST. LOUIS DISTRICT, CORPS OF ENGINEERS**  
**1222 SPRUCE STREET**  
**ST. LOUIS, MISSOURI 63103-2833**

February 14, 2011

Permit OD-R 10-016R, Chesterfield Athletic Complex, Phase 2 Plans, Monarch-Chesterfield Levee District

Mr. Earl Hoffmann  
Monarch-Chesterfield Levee District  
2333 S. Ossenfort Road  
Glencoe, MO 63038

Dear Mr. Hoffmann,

Engineering Design Source, Inc., on behalf of the City of Chesterfield, has submitted a request for a permit for the Chesterfield Athletic Complex, Phase 2 Plans in the Monarch-Chesterfield Levee District. Our Engineering Division has reviewed and recommends approval of the subject permit request.

Actual approval or disapproval of the permit is the responsibility of the levee district. Please contact John Osterhage at 314-331-8613 if you have any questions regarding this permit.

Sincerely,

Jake Scanlon  
Chief, Readiness Branch

CC: Mr. William L. Ragsdale  
[br@engdesignsource.com](mailto:br@engdesignsource.com)

Mr. Bob Welsch  
[Bob.Welsch@stantec.com](mailto:Bob.Welsch@stantec.com)

Mr. Terry Scherer  
[tscherer@chesterfield.mo.us](mailto:tscherer@chesterfield.mo.us)



**Subject:** RE: CVAC sand berm under drain system  
**Sent:** 10/15/2024, 12:17:29 PM  
**From:** Anthony Moore<AMoore@chesterfield.mo.us>  
**To:** Gavin Johnson; Mike Geisel  
**Cc:** Matt Haug; Leslie Weiss; Elliot Englert; Jim Eckrich; Danny Dilworth; Ann-Marie Stagoski; Kari Johnson; Ethan Collier; Jason Baucom  
**Attachments:** [Sheet 1.png](#)  
[sheet 5.png](#)

---

Here is a list of cleanouts and discharges that we have not been able to locate:  
All CVAC west entrance- cleanouts 1A-1C, 2-7, 23&24/D-1  
Kurtz road to the east property 86-100

We’ve tried to run a fish tape from the closest cleanouts to these areas so we could do a line locate. The tape goes in about 10 feet then stops. Are we positive this drainage system was completed? We may have to bring someone in with a camera setup.

---

**From:** Anthony Moore  
**Sent:** Thursday, October 10, 2024 11:44 AM  
**To:** Gavin Johnson <[GJohnson@chesterfield.mo.us](mailto:GJohnson@chesterfield.mo.us)>; Mike Geisel <[mgeisel@chesterfield.mo.us](mailto:mgeisel@chesterfield.mo.us)>  
**Cc:** Matt Haug <[mhaug@chesterfield.mo.us](mailto:mhaug@chesterfield.mo.us)>; Leslie Weiss <[LWeiss@chesterfield.mo.us](mailto:LWeiss@chesterfield.mo.us)>; Elliot Englert <[EEnglert@chesterfield.mo.us](mailto:EEnglert@chesterfield.mo.us)>; Jim Eckrich <[JEckrich@chesterfield.mo.us](mailto:JEckrich@chesterfield.mo.us)>; Danny Dilworth <[DDilworth@chesterfield.mo.us](mailto:DDilworth@chesterfield.mo.us)>; Ann-Marie Stagoski <[AStagoski@chesterfield.mo.us](mailto:AStagoski@chesterfield.mo.us)>; Kari Johnson <[KJohnson@chesterfield.mo.us](mailto:KJohnson@chesterfield.mo.us)>; Ethan Collier <[ECollier@chesterfield.mo.us](mailto:ECollier@chesterfield.mo.us)>; Jason Baucom <[JBaucom@chesterfield.mo.us](mailto:JBaucom@chesterfield.mo.us)>  
**Subject:** RE: CVAC sand berm under drain system

We still need to uncover 51 cleanouts and 2 discharges. A few cleanouts could possible be under asphalt. So far this new map has been accurate.

---

**From:** Anthony Moore  
**Sent:** Thursday, October 10, 2024 8:38 AM  
**To:** Gavin Johnson <[GJohnson@chesterfield.mo.us](mailto:GJohnson@chesterfield.mo.us)>; Mike Geisel <[mgeisel@chesterfield.mo.us](mailto:mgeisel@chesterfield.mo.us)>  
**Cc:** Matt Haug <[mhaug@chesterfield.mo.us](mailto:mhaug@chesterfield.mo.us)>; Leslie Weiss <[LWeiss@chesterfield.mo.us](mailto:LWeiss@chesterfield.mo.us)>; Elliot Englert <[EEnglert@chesterfield.mo.us](mailto:EEnglert@chesterfield.mo.us)>; Jim Eckrich <[JEckrich@chesterfield.mo.us](mailto:JEckrich@chesterfield.mo.us)>; Danny Dilworth <[DDilworth@chesterfield.mo.us](mailto:DDilworth@chesterfield.mo.us)>; Ann-Marie Stagoski <[AStagoski@chesterfield.mo.us](mailto:AStagoski@chesterfield.mo.us)>; Kari Johnson <[KJohnson@chesterfield.mo.us](mailto:KJohnson@chesterfield.mo.us)>; Ethan Collier <[ECollier@chesterfield.mo.us](mailto:ECollier@chesterfield.mo.us)>; Jason Baucom <[JBaucom@chesterfield.mo.us](mailto:JBaucom@chesterfield.mo.us)>  
**Subject:** RE: CVAC sand berm under drain system

Thanks for putting this together and it will work for us. We currently are working on a mainline irrigation leak and won’t be able to complete verifying locations until next week.

---

**From:** Gavin Johnson <[GJohnson@chesterfield.mo.us](mailto:GJohnson@chesterfield.mo.us)>  
**Sent:** Thursday, October 10, 2024 8:26 AM  
**To:** Mike Geisel <[mgeisel@chesterfield.mo.us](mailto:mgeisel@chesterfield.mo.us)>; Anthony Moore <[AMoore@chesterfield.mo.us](mailto:AMoore@chesterfield.mo.us)>  
**Cc:** Matt Haug <[mhaug@chesterfield.mo.us](mailto:mhaug@chesterfield.mo.us)>; Leslie Weiss <[LWeiss@chesterfield.mo.us](mailto:LWeiss@chesterfield.mo.us)>; Elliot Englert <[EEnglert@chesterfield.mo.us](mailto:EEnglert@chesterfield.mo.us)>; Jim Eckrich <[JEckrich@chesterfield.mo.us](mailto:JEckrich@chesterfield.mo.us)>; Danny Dilworth <[DDilworth@chesterfield.mo.us](mailto:DDilworth@chesterfield.mo.us)>; Ann-Marie Stagoski <[AStagoski@chesterfield.mo.us](mailto:AStagoski@chesterfield.mo.us)>; Kari Johnson <[KJohnson@chesterfield.mo.us](mailto:KJohnson@chesterfield.mo.us)>; Ethan Collier <[ECollier@chesterfield.mo.us](mailto:ECollier@chesterfield.mo.us)>; Jason Baucom <[JBaucom@chesterfield.mo.us](mailto:JBaucom@chesterfield.mo.us)>  
**Subject:** RE: CVAC sand berm under drain system

We can definitely add the labels and key, I think this was the rough draft to make sure that this was the entire system in question. Yes, we will absolutely add this system to the GIS and online applications but I’m hoping that parks might be able to verify the system locations (clean-outs, things like that) before we do that so we can make necessary changes to reflect what is accurately in the field. Tony, if you need larger maps with closer views please let us know and we can get you some print outs to help with field verification. Once we have field locations verified then we will start creating these layers in the GIS with intelligence and get them into the online applications as soon as possible.

Thanks,  
Gavin

---

**From:** Mike Geisel <[mgeisel@chesterfield.mo.us](mailto:mgeisel@chesterfield.mo.us)>  
**Sent:** Thursday, October 10, 2024 8:13 AM  
**To:** Gavin Johnson <[GJohnson@chesterfield.mo.us](mailto:GJohnson@chesterfield.mo.us)>; Anthony Moore <[AMoore@chesterfield.mo.us](mailto:AMoore@chesterfield.mo.us)>  
**Cc:** Matt Haug <[mhaug@chesterfield.mo.us](mailto:mhaug@chesterfield.mo.us)>; Leslie Weiss <[LWeiss@chesterfield.mo.us](mailto:LWeiss@chesterfield.mo.us)>; Elliot Englert <[EEnglert@chesterfield.mo.us](mailto:EEnglert@chesterfield.mo.us)>; Jim Eckrich <[JEckrich@chesterfield.mo.us](mailto:JEckrich@chesterfield.mo.us)>; Danny Dilworth <[DDilworth@chesterfield.mo.us](mailto:DDilworth@chesterfield.mo.us)>; Ann-Marie Stagoski <[ASTagoski@chesterfield.mo.us](mailto:ASTagoski@chesterfield.mo.us)>; Kari Johnson <[KJohnson@chesterfield.mo.us](mailto:KJohnson@chesterfield.mo.us)>; Ethan Collier <[ECollier@chesterfield.mo.us](mailto:ECollier@chesterfield.mo.us)>; Jason Baucom <[JBaucom@chesterfield.mo.us](mailto:JBaucom@chesterfield.mo.us)>  
**Subject:** RE: CVAC sand berm under drain system

This is great, a couple of thoughts:

Need an overall key map. It is easy to get a little dis-oriented when looking at individual sheets, to know which quad you are viewing.

Perhaps, add a label on each quad to identify the location.

Is this going to be incorporated into our GIS Data, or is this just a one time PDF? My personal preference is that this does in fact need to be incorporated into our GIS and we should be able to add intelligence. There are other infrastructure items that we need to incorporate and we would be able to turn on/off layers.

I am personally very thankful and appreciative that I had asked a few questions last week about this, and both IT and Parks Staff put those questions into action to create this product without specific directive. Both the initiative and collaboration is greatly appreciated.

---

**From:** Gavin Johnson <[GJohnson@chesterfield.mo.us](mailto:GJohnson@chesterfield.mo.us)>  
**Sent:** Thursday, October 10, 2024 8:02 AM  
**To:** Anthony Moore <[AMoore@chesterfield.mo.us](mailto:AMoore@chesterfield.mo.us)>; Mike Geisel <[mgeisel@chesterfield.mo.us](mailto:mgeisel@chesterfield.mo.us)>  
**Cc:** Matt Haug <[mhaug@chesterfield.mo.us](mailto:mhaug@chesterfield.mo.us)>; Leslie Weiss <[LWeiss@chesterfield.mo.us](mailto:LWeiss@chesterfield.mo.us)>; Elliot Englert <[EEnglert@chesterfield.mo.us](mailto:EEnglert@chesterfield.mo.us)>; Jim Eckrich <[JEckrich@chesterfield.mo.us](mailto:JEckrich@chesterfield.mo.us)>; Danny Dilworth <[DDilworth@chesterfield.mo.us](mailto:DDilworth@chesterfield.mo.us)>  
**Subject:** FW: CVAC sand berm under drain system

Our GIS/Mapping team has been looking into the underdrain system and Leslie has put together the attached pdf for you guys to review. We would like to put this system in the geodatabase but we thought it would be best if parks might be able to verify the information and locations of cleanouts etc... as we were unable to find an as-built document. Please take a look at the attached pdf that Leslie has put together and let us know your thoughts and what you would like to have moving forward.

Thank you,  
Gavin

---

**From:** Leslie Weiss <[LWeiss@chesterfield.mo.us](mailto:LWeiss@chesterfield.mo.us)>  
**Sent:** Wednesday, October 09, 2024 4:38 PM  
**To:** Gavin Johnson <[GJohnson@chesterfield.mo.us](mailto:GJohnson@chesterfield.mo.us)>; Danny Dilworth <[DDilworth@chesterfield.mo.us](mailto:DDilworth@chesterfield.mo.us)>; Elliot Englert <[EEnglert@chesterfield.mo.us](mailto:EEnglert@chesterfield.mo.us)>  
**Subject:** RE: CVAC sand berm under drain system

I did search the Local Government Geodatabase and was unable to locate the (Underdrain System) so I created a couple of features layers and drew up the system, you can find the layers here R:\Parks\CVAC Underdrain\CVAC Underdrain System.gdb .

FYI I used compiled information from the AutoCAD file that Gavin located "R:\Parks\CVAC 5\Reference\under-drain" and the pdf Elliot found, which allowed me to find the actual project "G:\PublicServices\Project Management\Capital Projects\2009\2009-PW-08 CVAC Ph2\2009-PW-08-7C (Loop Rd)\CONTRACT DOCUMENTS\Deliverables\90% deliverables"

I'm not sure if all of these cleanouts were actually installed because I could not find "as-built" drawings. I think it would be best to have Parks check these location before we add these features to our Geodatabase.

What do you guys think?



If interested you can find the .aprx here R:\Parks\CVAC Underdrain

Leslie

**From:** Gavin Johnson <[GJohnson@chesterfield.mo.us](mailto:GJohnson@chesterfield.mo.us)>  
**Sent:** Thursday, October 03, 2024 1:46 PM  
**To:** Leslie Weiss <[LWeiss@chesterfield.mo.us](mailto:LWeiss@chesterfield.mo.us)>; Danny Dilworth <[DDilworth@chesterfield.mo.us](mailto:DDilworth@chesterfield.mo.us)>  
**Subject:** RE: CVAC sand berm under drain system

Thank You!

**From:** Leslie Weiss <[LWeiss@chesterfield.mo.us](mailto:LWeiss@chesterfield.mo.us)>  
**Sent:** Thursday, October 03, 2024 1:46 PM  
**To:** Gavin Johnson <[GJohnson@chesterfield.mo.us](mailto:GJohnson@chesterfield.mo.us)>; Danny Dilworth <[DDilworth@chesterfield.mo.us](mailto:DDilworth@chesterfield.mo.us)>  
**Subject:** RE: CVAC sand berm under drain system

Ok I can work on this.

**From:** Gavin Johnson <[GJohnson@chesterfield.mo.us](mailto:GJohnson@chesterfield.mo.us)>  
**Sent:** Thursday, October 03, 2024 1:43 PM  
**To:** Leslie Weiss <[LWeiss@chesterfield.mo.us](mailto:LWeiss@chesterfield.mo.us)>; Danny Dilworth <[DDilworth@chesterfield.mo.us](mailto:DDilworth@chesterfield.mo.us)>  
**Subject:** RE: CVAC sand berm under drain system

Yes, I think we should go ahead and start on it as time allows. I know they have another meeting on Monday and I'm quite positive they will want a new exhibit because the eventual plan is to extend that Loop road further East.

**From:** Leslie Weiss <[LWeiss@chesterfield.mo.us](mailto:LWeiss@chesterfield.mo.us)>  
**Sent:** Thursday, October 03, 2024 1:40 PM  
**To:** Gavin Johnson <[GJohnson@chesterfield.mo.us](mailto:GJohnson@chesterfield.mo.us)>; Danny Dilworth <[DDilworth@chesterfield.mo.us](mailto:DDilworth@chesterfield.mo.us)>  
**Subject:** RE: CVAC sand berm under drain system

I wouldn't mind starting on the exhibit. Do you think that is a good idea?

*Leslie*

**From:** Gavin Johnson <[GJohnson@chesterfield.mo.us](mailto:GJohnson@chesterfield.mo.us)>  
**Sent:** Thursday, October 03, 2024 1:11 PM  
**To:** Danny Dilworth <[DDilworth@chesterfield.mo.us](mailto:DDilworth@chesterfield.mo.us)>; Leslie Weiss <[LWeiss@chesterfield.mo.us](mailto:LWeiss@chesterfield.mo.us)>  
**Subject:** FW: CVAC sand berm under drain system

For the Loop Road Plan pdf that was sent out yesterday showing the underdrain it's obvious that it was created by AutoCAD. Would one of you be interested in searching for the line work of that system and exporting everything related to that underdrain into a shapefile? Eventually we will most likely need to create an exhibit (how extensive I have no idea) and I think they will want this line work in the utility map and some other applications in the future.

Gavin

**From:** Mike Geisel <[mgeisel@chesterfield.mo.us](mailto:mgeisel@chesterfield.mo.us)>  
**Sent:** Wednesday, October 02, 2024 12:37 PM  
**To:** Gavin Johnson <[GJohnson@chesterfield.mo.us](mailto:GJohnson@chesterfield.mo.us)>; Anthony Moore <[AMoore@chesterfield.mo.us](mailto:AMoore@chesterfield.mo.us)>  
**Cc:** Kari Johnson <[KJohnson@chesterfield.mo.us](mailto:KJohnson@chesterfield.mo.us)>; Ethan Collier <[ECollier@chesterfield.mo.us](mailto:ECollier@chesterfield.mo.us)>; Jason Baucom <[JBaucom@chesterfield.mo.us](mailto:JBaucom@chesterfield.mo.us)>; Ann-Marie Stagoski <[ASTagoski@chesterfield.mo.us](mailto:ASTagoski@chesterfield.mo.us)>; Matt Haug <[mhaug@chesterfield.mo.us](mailto:mhaug@chesterfield.mo.us)>; Elliot Brown <[ebrown@chesterfield.mo.us](mailto:ebrown@chesterfield.mo.us)>; Jim Eckrich <[JEckrich@chesterfield.mo.us](mailto:JEckrich@chesterfield.mo.us)>  
**Subject:** Re: CVAC sand berm under drain system

Just to be clear, this isn't A DRAIN, but an e ntire system.

**From:** Gavin Johnson <[GJohnson@chesterfield.mo.us](mailto:GJohnson@chesterfield.mo.us)>  
**Sent:** Wednesday, October 2, 2024 11:42 AM  
**To:** Anthony Moore <[AMoore@chesterfield.mo.us](mailto:AMoore@chesterfield.mo.us)>; Mike Geisel <[mgeisel@chesterfield.mo.us](mailto:mgeisel@chesterfield.mo.us)>  
**Cc:** Kari Johnson <[KJohnson@chesterfield.mo.us](mailto:KJohnson@chesterfield.mo.us)>; Ethan Collier <[ECollier@chesterfield.mo.us](mailto:ECollier@chesterfield.mo.us)>; Jason Baucom <[JBaucom@chesterfield.mo.us](mailto:JBaucom@chesterfield.mo.us)>; Ann-Marie Stagoski <[ASTagoski@chesterfield.mo.us](mailto:ASTagoski@chesterfield.mo.us)>; Matt Haug <[mhaug@chesterfield.mo.us](mailto:mhaug@chesterfield.mo.us)>; Elliot Brown <[ebrown@chesterfield.mo.us](mailto:ebrown@chesterfield.mo.us)>; Jim Eckrich <[JEckrich@chesterfield.mo.us](mailto:JEckrich@chesterfield.mo.us)>  
**Subject:** RE: CVAC sand berm under drain system

As far as a GIS mapping exhibit I don't recall ever working on this project... this doesn't mean that it doesn't exist, we will go through our files and folders but at this point I would say finding something regarding this drain is slim. That being said, once we do have a location and more information regarding size, material, type etc.. it won't take long to put an exhibit together.

Thanks,  
Gavin

---

**From:** Anthony Moore <[AMoore@chesterfield.mo.us](mailto:AMoore@chesterfield.mo.us)>  
**Sent:** Wednesday, October 02, 2024 11:37 AM  
**To:** Mike Geisel <[mgeisel@chesterfield.mo.us](mailto:mgeisel@chesterfield.mo.us)>  
**Cc:** Kari Johnson <[KJohnson@chesterfield.mo.us](mailto:KJohnson@chesterfield.mo.us)>; Ethan Collier <[ECollier@chesterfield.mo.us](mailto:ECollier@chesterfield.mo.us)>; Jason Baucom <[JBaucom@chesterfield.mo.us](mailto:JBaucom@chesterfield.mo.us)>; Ann-Marie Stagoski <[ASTagoski@chesterfield.mo.us](mailto:ASTagoski@chesterfield.mo.us)>; Matt Haug <[mhaug@chesterfield.mo.us](mailto:mhaug@chesterfield.mo.us)>; Gavin Johnson <[GJohnson@chesterfield.mo.us](mailto:GJohnson@chesterfield.mo.us)>; Elliot Brown <[ebrown@chesterfield.mo.us](mailto:ebrown@chesterfield.mo.us)>; Jim Eckrich <[JEckrich@chesterfield.mo.us](mailto:JEckrich@chesterfield.mo.us)>  
**Subject:** RE: CVAC sand berm under drain system

I am looking into where this is located or if it was even done at all. Steve instructed staff to mark the drains with flags I guess for mapping. If I can't find this or if it doesn't exist, I can work with I.T. to get it done.  
No current staff is aware that we were supposed to be testing them. I can add these test/inspections to Pro Parks from here on. I do not have any idea on this subject. Dan and Kyle were able to give me this info.

---

**From:** Mike Geisel <[mgeisel@chesterfield.mo.us](mailto:mgeisel@chesterfield.mo.us)>  
**Sent:** Wednesday, October 2, 2024 11:06 AM  
**To:** Anthony Moore <[AMoore@chesterfield.mo.us](mailto:AMoore@chesterfield.mo.us)>  
**Cc:** Kari Johnson <[KJohnson@chesterfield.mo.us](mailto:KJohnson@chesterfield.mo.us)>; Ethan Collier <[ECollier@chesterfield.mo.us](mailto:ECollier@chesterfield.mo.us)>; Jason Baucom <[JBaucom@chesterfield.mo.us](mailto:JBaucom@chesterfield.mo.us)>; Ann-Marie Stagoski <[ASTagoski@chesterfield.mo.us](mailto:ASTagoski@chesterfield.mo.us)>; Matt Haug <[mhaug@chesterfield.mo.us](mailto:mhaug@chesterfield.mo.us)>; Gavin Johnson <[GJohnson@chesterfield.mo.us](mailto:GJohnson@chesterfield.mo.us)>; Elliot Brown <[ebrown@chesterfield.mo.us](mailto:ebrown@chesterfield.mo.us)>; Jim Eckrich <[JEckrich@chesterfield.mo.us](mailto:JEckrich@chesterfield.mo.us)>  
**Subject:** CVAC sand berm under drain system

Tony:

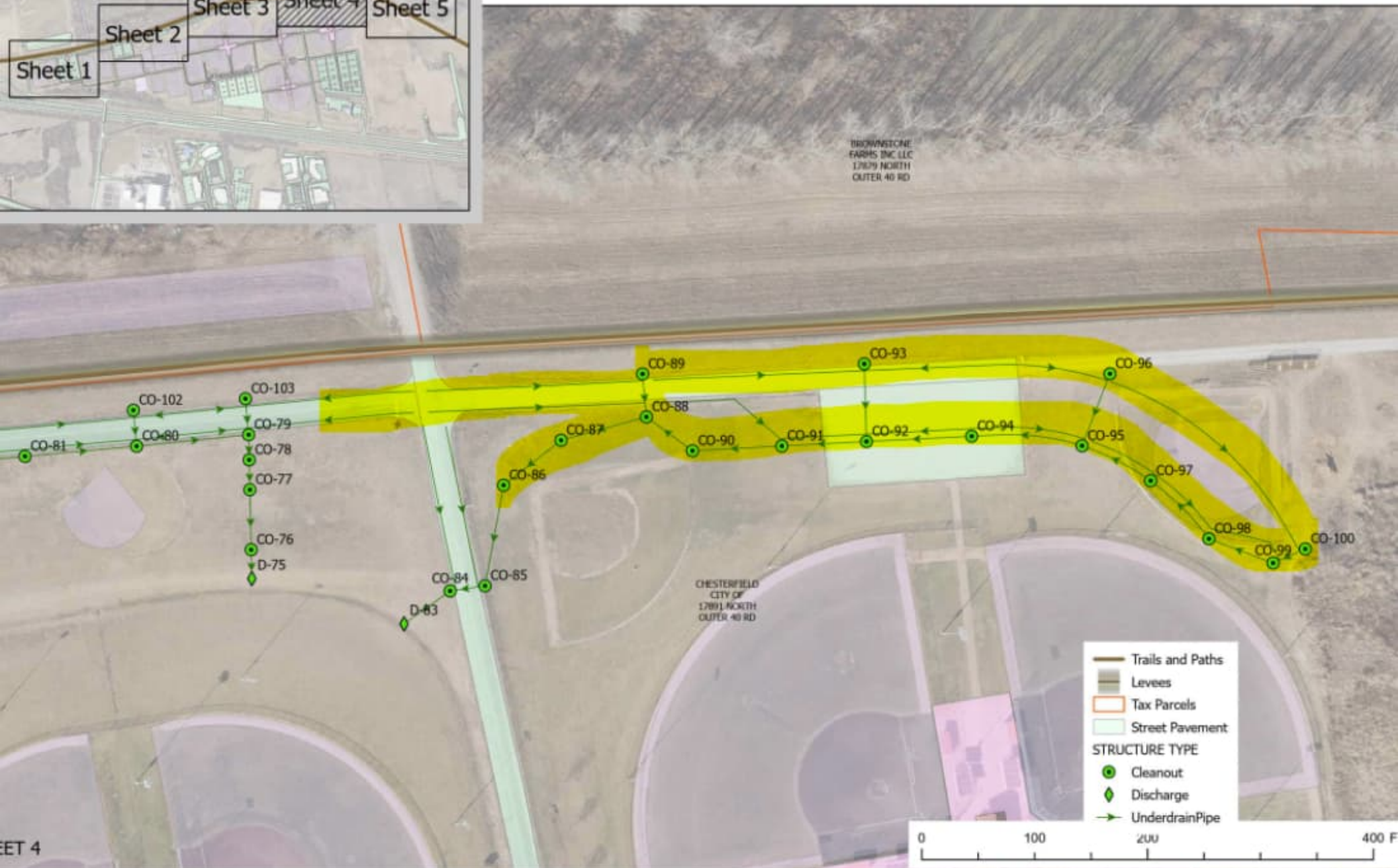
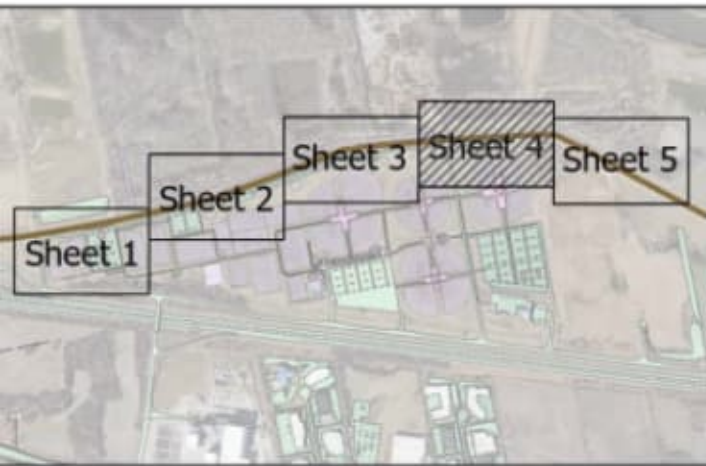
As I write the note, I'm hoping this is not all new to you and that Steve had done what was previously requested, but I need to make sure where we are at.

When we built the CVAC and added the loop road on the levee, we were required to add an underdrain system within the sand berm. I had directed Steve to make sure that the underdrain system was located, mapped on a GIS located exhibit, and periodically check to ensure the drains flowed and were unobstructed.

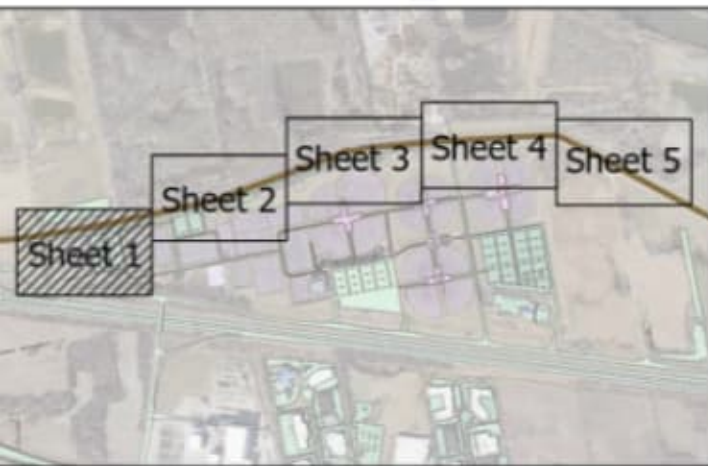
Do we have that exhibit?  
Have we tested recently?  
Do you have any idea what I'm talking about?



# CVAC Pavement Underdrain System



# CVAC Pavement Underdrain System





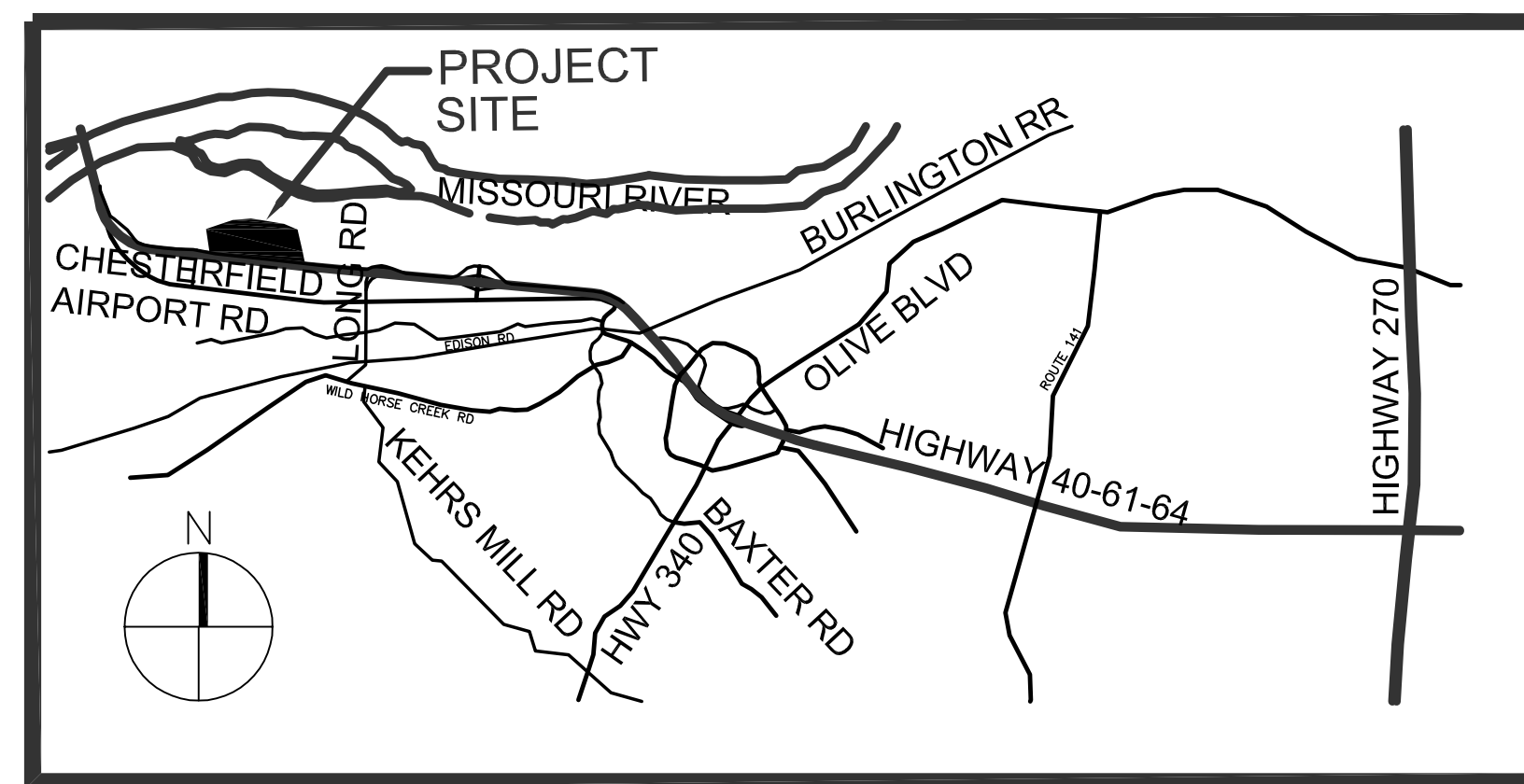


# CITY OF CHESTERFIELD

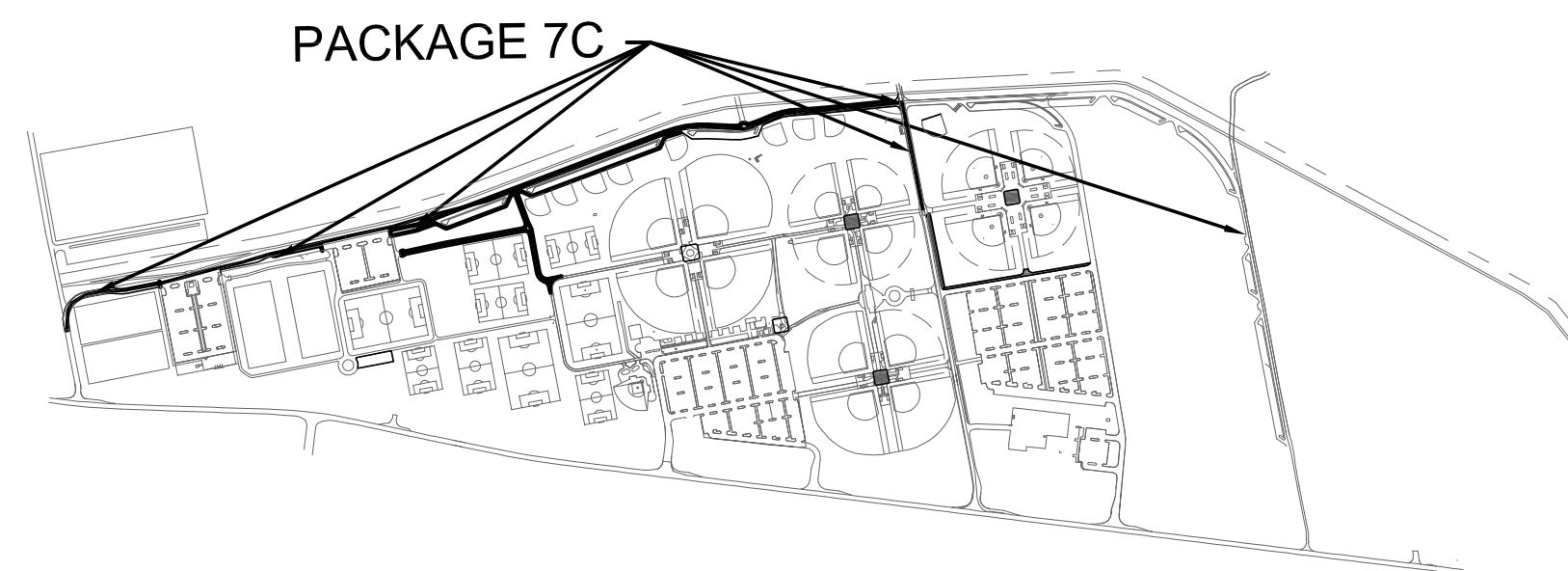
## CVAC PHASE TWO EXPANSION PACKAGE 7C 2009-PW-08-7C

### LEGEND

| EXISTING                  | PROPOSED                                                |
|---------------------------|---------------------------------------------------------|
| CITY LIGHT CONDUIT        | SEWER MANHOLE                                           |
| SIGN                      | WATER MANHOLE                                           |
| FIRE HYDRANT              | WATER VALVE, WATER METER THRUST BLOCK                   |
| FENCE                     | IRRIGATION LINE                                         |
| WATER LINE                | SANITARY SEWER                                          |
| TELEPHONE / COMMUNICATION | UNDERGROUND ELECTRICAL LINE                             |
| COMMUNICATION             | POWER                                                   |
| RIGHT-OF-WAY LINE         | PROPERTY LINE                                           |
| SPOT ELEVATIONS           | PERMISSIBLE PENETRATION ELEVATION OF "NET" SEEPAGE BERM |
| BORING LOCATION           | IRRIGATION VALVE                                        |
| CONSTRUCTION LIMITS       | CONTOURS                                                |



VICINITY MAP  
NOT TO SCALE



SITE KEY MAP  
NOT TO SCALE

| UTILITY COMPANY                    | LINE LOCATION NO. | EMERGENCY NO.  |
|------------------------------------|-------------------|----------------|
| MISSOURI AMERICAN WATER COMPANY    | (314) 996-2324    | (800) 344-7483 |
| AMEREN UE ELECTRIC CO.             | (314) 554-2134    | (800) 344-7483 |
| SOUTHWESTERN BELL TELEPHONE        | (314) 894-4021    | (800) 344-7483 |
| LACLEDE GAS CO.                    | (314) 342-0685    | (314) 621-6960 |
| METROPOLITAN ST. LOUIS SEWER DIST. | (314) 768-6200    | (314) 768-6200 |

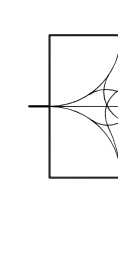
### PROJECT BENCHMARK INFORMATION

STATION: SL-40, 1990  
EL. 486.82  
STATION SL-40, 1990 IS BEHIND GUARD RAIL OF THE NORTH OUTER ROAD OF U.S. HIGHWAY 40-61 AT A T JUNCTION WITH SPIRIT OF ST. LOUIS BOULEVARD. IT IS ON THE EXTENDED CENTER LINE OF SPIRIT OF ST. LOUIS BLVD.; 11.49 FT. NORTH OF A COTTON PICKER SPINDLE AT THE EDGE OF PAVEMENT; 5.65 FT. NE OF NW CORNER OF GUARDRAIL POST; 2.50 FT. NORTH OF A CARSONITE WITNESS POST; 73.09 FT. WESTERLY OF A MSHD SURVEY MONUMENT; 7.60 FT. WEST OF THE NE CORNER OF A GUARDRAIL POST AND 2.12 FT. NORTH OF THE NW CORNER OF A GUARDRAIL POST.

SITE BENCH MARK: EL. 461.57  
MHTD CONCRETE MONUMENT WITH BRASS CAP OPPOSITE ROUTE 40  
STA STAMP 142+00. 11.25 FT. SOUTH OF NORTH OUTER 40.

### INDEX OF SHEETS:

|        |                          |
|--------|--------------------------|
| C0-1   | COVER SHEET              |
| C1-1   | EXISTING SITE PLAN       |
| C1-2   | SITE LAYOUT PLAN         |
| C1-3   | SITE LAYOUT PLAN         |
| C1-4   | SITE LAYOUT PLAN         |
| C1-4A  | SITE LAYOUT PLAN         |
| C1-4B  | SITE LAYOUT PLAN         |
| C1-4C  | SITE LAYOUT PLAN         |
| C1-5   | SITE GRADING PLAN        |
| C1-6   | SITE GRADING PLAN        |
| C1-7   | SITE GRADING PLAN        |
| C1-8   | SITE GRADING PLAN        |
| C1-8A  | SITE GRADING PLAN        |
| C1-8B  | SITE GRADING PLAN        |
| C1-8C  | SITE GRADING PLAN        |
| C1-9   | PAVEMENT UNDERDRAIN PLAN |
| C1-10  | PAVEMENT UNDERDRAIN PLAN |
| C1-10A | PAVEMENT UNDERDRAIN PLAN |
| C2-1   | SITE DETAILS             |
| SP1-1  | SIGNAGE PLAN             |
| SP1-2  | SIGNAGE PLAN             |
| SD1-1  | SIGN DETAILS             |
| SD1-2  | STANDARD DETAILS         |



**EDSI**  
ENGINEERING DESIGN SOURCE, INC.  
16141 SWINGLY RIDGE RD., SUITE 300  
CHESTERFIELD, MO 63017  
PHONE: (636) 537-5585

HNTB CORPORATION  
10 S. BROADWAY, SUITE 400  
ST. LOUIS, MO 63102  
PHONE: (314) 241-2808

Date: 09/23/2010  
Stephen J. Ibendahl  
Landscape Architect  
Lic. #LA-2001028932

Date: 09/23/2010  
William L. Raggsdale  
Professional Engineer  
Lic. # E-027412

# Memorandum

## Department of Planning



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

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

JW

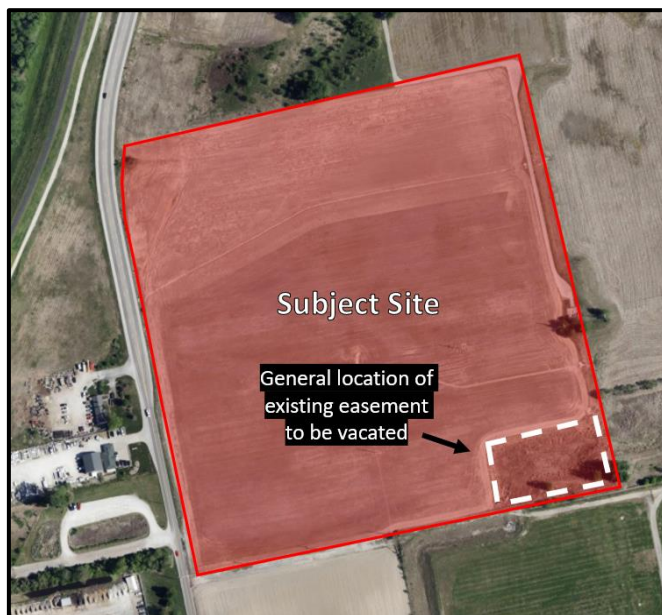
**Date:** April 22<sup>nd</sup>, 2025

**RE:** **Carshield:** A request to vacate a drainage easement located on Lot A of Carshield in Chesterfield subdivision.

### **Summary**

Stock & Associates Consulting Engineers Inc., on behalf of SPORTSMO, LLC, has submitted for review and approval the vacation of a drainage easement dedicated solely to the City of Chesterfield.

The easement was originally obtained and granted to the City in 2007. In 2024, a Site Development Plan for the Carshield development was approved. The approved development requires a minor modification to the layout of the easement for the stormwater improvements. Following the vacation of said easement, a new Chesterfield Valley Stormwater easement will be granted to the City encompassing the modified area. *Figure 1* depicts the general location of the existing easement while *Figure 2* depicts the general location of the replacement easement.



*Figure 1*



*Figure 2*

Attachments:  
Legislation  
Easement Vacation Exhibit



BILL NO. 3541

ORDINANCE NO. 3330

**AN ORDINANCE PROVIDING FOR THE VACATION OF A DRAINAGE EASEMENT AS ESTABLISHED BY BOOK 17693, PAGE 3272 LOCATED ON LOT A OF CARSHIELD IN CHESTERFIELD AS PER PLAT BOOK 372, PAGE 303 OF ST. LOUIS COUNTY RECORDS, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI.**

**WHEREAS**, Stock & Associates Consulting Engineers, Inc. has submitted for review and approval an easement vacation for a drainage easement; and,

**WHEREAS**, SPORTSMO, LLC owns the property on which said easement is located and requests to vacate the easement; and,

**WHEREAS**, said easement will be replaced with a new drainage easement that encompasses the new area designated for the required Chesterfield Valley Stormwater Easement; and,

**WHEREAS**, the Department of Planning has reviewed the petition and has determined that said petition meets all applicable regulations and determined that the vacation will have no adverse effect on the City of Chesterfield.

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

**Section 1.** The City Council of the City of Chesterfield hereby approves the vacation of easement located on Lot A of the Carshield in Chesterfield subdivision as depicted in "Exhibit A" and described in the Petition which are attached hereto and made part of hereof; and,

**Section 2.** The Mayor and City Clerk are authorized and directed to evidence the approval of the said vacation of easement by affixing their signatures and the official seal of the City of Chesterfield as required on the said document. The petitioner is required and directed to record the vacation of easement with the St. Louis County Records of Deeds Office; and,

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

\_\_\_\_\_  
Dan Hurt, MAYOR

ATTEST:

FIRST READING HELD: 04/22/2025

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

Drainage easement description  
(to be vacated)

An existing Drainage Easement as established by Book 17693, Page 3272, located on Lot A of Carshield in Chesterfield, a lot consolidation plat recorded in Plat Book 372, Page 303 of the St. Louis County Records, located in U.S. Survey 362, Township 45 North, Range 3 East off The Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, being more particularly described as follows:

Commencing at the southwest corner of said Lot A, said point also being located on the east right-of-way line of Eatherton Road, variable width; thence along the south lines of said Lot A the following courses and distances: North 79 degrees 01 minutes 04 seconds West, 594.01 feet; North 11 degrees 14 minutes 25 seconds West, 16.73 feet and North 78 degrees 30 minutes 04 seconds East, 297.93 feet to the southwest corner of above said Drainage Easement, said point also being the POINT OF BEGINNING of the herein described tract; thence along the west and north lines of said drainage easement the following: North 12 degrees 26 minutes 20 seconds West, 200.00 feet and North 78 degrees 30 minutes 04 seconds East, 300.00 feet to its intersection with the east line of above said Lot A; thence along said east line, South 12 degrees 26 minutes 20 seconds East, 200.00 feet to the southeast corner of said Lot A; thence along the south line of Lot A, South 78 degrees 30 minutes 04 seconds West, 300.00 feet to the POINT OF BEGINNING.

Containing 59,992 square feet or 1.377 acres, more or less according to calculations performed by Stock & Associates Consulting Engineers, Inc. on March 4, 2025.

Stock & Associates Consulting Engineers, Inc  
LC-222-D

By:

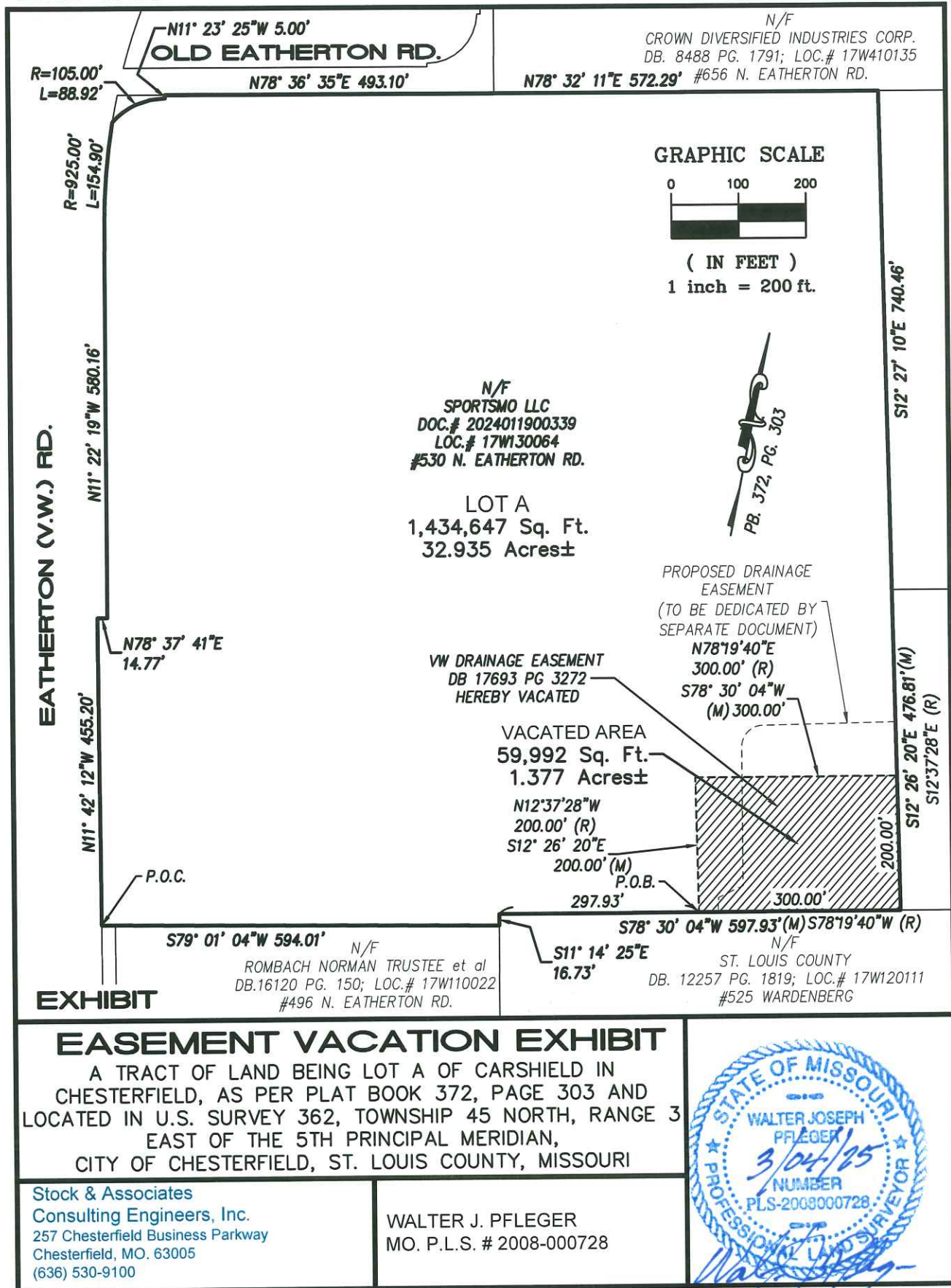
*Walter J. Pfeifer*

Walter J. Pfeifer, MO PLS #2008-000728





CARSHIELD SPORTSPLEX  
24MSD-00413



DATE 1/23/25

7301\SURVEY\EXHIBIT\EX2.DWG