



AGENDA
CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Friday, April 25, 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 3, 2025
- VI. INTRODUCTORY REMARKS** - Mayor Bob Nation
 - A. Thursday, March 20, 2025 – Planning & Public Works (5:30pm)**
Tuesday, April 8, 2025 – Municipal Election, Please Vote
Tuesday, April 22, 2025 – City Council (7:00pm)
- VII. COMMUNICATIONS AND PETITIONS** - Mayor Bob Nation
- VIII. APPOINTMENTS** - Mayor Bob Nation
- IX. COUNCIL COMMITTEE REPORTS**
 - A. Planning and Public Works Committee – Chairperson Dan Hurt, Ward III**
 - 1. Proposed Bill No. 3532 – P.Z. 01-2025 City of Chesterfield (Unified Development Code – Article 3):** An ordinance of the City of Chesterfield Amending 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. **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**

2. **Proposed Bill No. 3533 – Spire Easement – Meditation Park:** An ordinance pertaining to Spire at W.F. Dierberg Meditation Park (13703 Olive Boulevard) in the City of Chesterfield. **(Second Reading) Planning & Public Works Committee recommends approval.**
 3. **Proposed Bill No. 3534 – Traffic Generation Assessment (TGA) Trust Fund Rate Schedule:** An ordinance amending the Traffic Generation Assessment (“TGA”) Trust Fund Rate Schedule of the City of Chesterfield, Missouri. **(Second Reading) Planning & Public Works Committee recommends approval.**
 4. **Chesterfield Regional TIF – Intergovernmental Agreement with the Library District – Planning & Public Works Committee Recommends approval (Roll Call Vote)**
- B. Finance and Administration Committee – Chairperson Barb McGuinness, Ward I**
- C. Parks, Recreation and Arts Committee – Chairperson Gary Budoor, Ward IV**
1. **Sculpture on the Move – Acceptance of 2025 art draft selection, To Bee, or Not to Bee by Alexander Mendez. (Roll Call Vote)**
 2. **Community Garden Proposal – Recommendation 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. (Roll Call Vote)**
- 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. (First 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. (First 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. **(First Reading) Public Health and Safety Committee recommends approval.**
4. **August Hill Crosswalk** – Recommendation to install a Rectangular Rapid Flashing Beacon and two additional no parking signs, funded by a budget transfer from the General Fund – Fund Reserves in the amount of \$5,300 to account 001-072-5313. **(Roll Call Vote)**

X. REPORT FROM THE CITY ADMINISTRATOR - Mike Geisel

- A. **Excess Check Report – February 2025**
- B. **Professional Services Recommendation – 2025 Highcroft Drive Design Services** – Recommendation to authorize the City Administrator to execute an Engineering Services Contract with Oates Associates in an amount not to exceed \$479,000 as recommended by the Director of Public Works after completing the RFQ and interviewing process. This includes \$303,000 for design services as budgeted in 2025 and \$176,000 for Construction Engineering Services which will be expensed at a future date. **(Roll Call Vote)**
- C. **Professional Services Recommendation** – Recommendation 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 which also requires a budget transfer from the General Fund – Fund Reserves in the amount of \$18,000 to account 001-061-5261. **(Roll Call Vote)**

XI. OTHER LEGISLATION

- A. **Bill No. 3538 – Downtown Chesterfield Plat One, Lot 8-9** – An Ordinance providing 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.**

- B. **Bill No. 3539 – The Wedge** – An Ordinance providing 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.**

XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

XIV. ADJOURNMENT

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

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

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

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Alyssa Ahner, Senior Planner^{AA}

Date: March 3rd, 2025

RE: **P.Z. 01-2025 City of Chesterfield (Unified Development Code – Article 3)**: An ordinance amending Article 3 of the Unified Development Code to remove the regulatory role from CHLPC to the City of Chesterfield.

Summary

In 2024, Article 2 of the Unified Development Code was modified to reflect necessary changes following the disbandment of Chesterfield Historic and Landmark Preservation Committee (CHLPC). There is additional information in Section 405.03.050 Overlay Districts and Zoning Procedures that requires revisions to ensure consistency with the revisions that were approved for Article 2.

A Public Hearing was held on February 10th, 2025 and a minor modification was recommended to make the proposed language less redundant. Planning Commission voted on the request and a motion to recommend approval, as amended, passed by a vote of 9-0.

The project was reviewed by Planning & Public Works Committee on February 20th, 2025. A motion to recommend approval passed by a vote of 4-0.

AN ORDINANCE OF THE CITY OF CHESTERFIELD AMENDING 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.

WHEREAS, the City of Chesterfield Unified Development Code contains overlay districts and zoning procedures pertaining to the Landmark and Preservation Area (LPA) and Chesterfield Historic (H) Designation within the City; and,

WHEREAS, the Unified Development Code serves to promote the public health, safety, and general welfare of the citizens of the City of Chesterfield; and,

WHEREAS, the City of Chesterfield seeks to update the zoning procedures pertaining Landmark and Preservation Area (LPA) and Historic (H) Designation following the disbandment of Chesterfield Historic and Landmark Preservation Committee (CHLPC); and,

WHEREAS, a Public Hearing was held before the Planning Commission on February 10th, 2025; and,

WHEREAS, the Planning Commission, having considered said request, recommends approval of the Code amendment by a vote of 9-0; and,

WHEREAS, the Planning and Public Works Committee, having considered said request, recommended approval of the Code amendment, by a vote of 4-0; and,

WHEREAS, the City Council, having considered said request, voted to approve the change to the Unified Development Code Section 405.03.050.

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

Section 1. Section 405.03.050 (E) of the City of Chesterfield Municipal Code shall be repealed and replaced as follows:

E. Landmark and Preservation Area (LPA)

1. Purpose. The purpose of this Section is to promote the general welfare, heritage, education, and economic benefit of the City, through the preservation, protection, and regulation of buildings, sites, structures, monuments, neighborhoods and districts of historic, architectural, social,

cultural or archeological significance. The intent of this Section is to encourage the rehabilitation, restoration, and adaptation of these historic elements for current use.

2. **Applicability.** A single parcel or geographic area with at least one (1) of the criteria listed Section 405.02.060 (B) Criteria for Consideration of Nomination.
3. **Minimum Standards Of Design.** In addition to the development standards and district requirements required for the site in accordance with the underlying zoning district, the following performance standards are applicable to an LPA:

- a. **Incentives.**

- (1) In an effort to enhance and protect places and areas which represent important elements of the City's historical, cultural, and archeological history, the City may approve incentives, in the form of variances, in the following areas:

- (a) Parking requirements.
- (b) Yard setbacks.
- (c) Landscaping.
- (d) Lot size.
- (e) Building height restrictions.
- (f) Green space/open space.
- (g) Tree preservation.
- (h) Subdivision of developable property.

- (2) A request for one (1) or more of the incentives shall be made in writing by the petitioner. Said request shall demonstrate the need for any listed incentive and how the incentive will encourage, promote, enhance, preserve, and protect the historic significance of the site.
- (3) Requests can be made for more than one (1) incentive per site.
- (4) All requests for incentives shall be reviewed and approved by the City Council with recommendations from the Planning Commission.
- (5) All previously approved incentives shall expire upon a change in use and shall require reapplication for review and approval by the Planning Commission and City Council.

b. Uses. Permitted uses shall be those permitted or conditional uses in the zoning district in which the property is located. Requests for permitted or conditional uses shall be reviewed and approved by the Planning Commission and City Council.

(1) Uses requiring an adult entertainment area permit shall not be permitted.

4. The procedure for zoning to an LPA and development plan approval is established in Article 02 of this UDC.

Section 2. Section 405.03.050 (F) of the City of Chesterfield Municipal Code shall be repealed and replaced as follows:

F. Chesterfield Historic (H) Designation.

1. Purpose. The H Chesterfield Historic Designation is intended to promote, preserve and educate the general public about Chesterfield's rich history by recognizing certain historic properties, structures or sites as having historical significance and placing them on the Chesterfield Historic Register. The City shall undertake the following actions to identify properties and sites for zoning to the H Designation.

2. Scope Of Provisions. This Section contains the regulations of the H Designation. These regulations are supplemented and qualified by additional general regulations appearing elsewhere in the UDC. Additional conditions may be established in the district ordinance authorizing the establishment of a H Designation.

3. Minimum Standards Of Design. In addition to the development standards and district requirements required for the site in accordance with the zoning district for that site, the following performance standards are applicable to the H Designation:

A. Survey and research.

(1) The City shall undertake an ongoing survey and research effort to identify neighborhoods, areas, sites, structures, and objects that have historic, cultural, archaeological, architectural or aesthetic importance, interest or value.

(2) Before the City shall on its own initiative nominate any landmark or property for historic designation, it shall develop a plan and schedule for conducting a comprehensive survey to identify

significant resources. As part of the survey, the City shall review and evaluate any prior surveys and studies by any unit of government or private organization and compile appropriate descriptions, facts and photographs.

- (3) The City shall systematically identify potential H Designations and adopt procedures to nominate them based upon the following criteria:
 - (a) The proposed H Designation in one identifiable neighborhood or distinct geographical area.
 - (b) The potential H Designation associated with a particular person, event or historical period.
 - (c) The potential H Designation of a particular architectural style or school, or of a particular architect, engineer, builder, designer or craftsman.
 - (d) The potential H Designation containing historic and prehistoric archaeological resources with the potential to contribute to the understanding of historic and prehistoric cultures.
 - (e) Such other criteria as may be adopted by the City to assure systematic survey and nomination of all potential H Designations.
- B. Nominations shall be in accordance with Section 405.02.060 of this Unified Development Code (UDC).
- C. Criteria For Consideration Of Nomination is established in Section 405.02.060 of this Unified Development Code (UDC).
- D. In the case of a nominated H Designation found to meet the criteria for designation, the items required shall be in accordance with Section 405.02.060 of this Unified Development Code (UDC).
- E. Applications For Certificates Of Appropriateness shall be processed in accordance with Section 405.02.060 of this Unified Development Code (UDC).
- F. Uses. Permitted and conditional uses for any property or structure shall be those uses allowed in the zoning district for said property. Uses requiring an adult entertainment area permit shall not be permitted.

4. The procedure for zoning to an H Designation and development plan approval is established in Article 02 of this UDC.

Section 3. If any section, paragraph, subsection, clause or provision of this Ordinance shall be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as whole, or any part thereof.

Section 4. The City Council, pursuant to the petition filed by the City of Chesterfield, in P.Z. 01-2025, requesting the amendment in Article 3 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 10th day of February, 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 5. 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 6. 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, CITY CLERK

FIRST READING HELD: March 3rd, 2025

Memorandum

Department of Public Works



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

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

DATE: February 11, 2025

RE: Spire Easement – Meditation Park

Spire is currently pursuing improvements to their natural gas distribution system in the northern portion of the City of Chesterfield. Specifically, Spire is planning a new eight-inch natural gas main along River Valley Drive from Olive Boulevard north into Maryland Heights. While most of the natural gas main will be installed in River Valley Drive right-of-way, Spire has requested an easement from the City within Meditation Park. The easement documents have been reviewed by City Staff, and we recommend authorization to provide an easement to Spire. Additional details of the easement request are included in the attached memorandum from Assistant City Engineer Zachary Wolff.

Action Recommended

This matter should be forwarded to the Planning and Public Works Committee for consideration. Should the PPW Committee concur with Staff's recommendation it should vote to forward the attached ordinance to the full City Council for approval.

Please forward to PPW for their review and concurrence, with recommendation for consideration by full City Council.

[Signature] 2025-2-11



Memorandum

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

FROM: Zachary S. Wolff, PE *ZSW*
Assistant City Engineer

DATE: February 11, 2025

RE: Spire Easement Request at W.F. Dierberg Meditation Park

As you are aware, Spire is pursuing improvements to their gas distribution system in the northern portion of the City. More specifically, and as discussed with representatives from Spire during a meeting at City Hall on December 9, 2024, Spire is planning a new 8" gas main along River Valley Drive, north of Olive Boulevard (MO 340). According to Spire, most of the new gas main will be constructed in River Valley Drive right-of-way and Spire will obtain the required special use permits for that work. Spire has also requested new permanent and temporary construction easements from the City to place a portion of the new gas main on W. F. Dierberg Meditation Park (Dierberg Park).

In general, Spire's project will include construction of the new 8" gas main via directional drilling installation methods. Directional drilling minimizes disturbance compared to traditional "open-cut" installation methods. In lieu of excavating one continuous trench to bury the new gas main, directional drilling pulls the new pipe underground between isolated launch and receiver pits that are excavated at approximate 400' to 500' intervals. Upon completion of the work, all disturbed areas will be restored to City standards. Restoration work on Dierberg Park will be in existing lawn areas and Spire has agreed to sod those areas as part of the final restoration. The anticipated bore pit location on Dierberg Park is shown and labeled "bore pit area" on the attached exhibit.

Recommendation - I have reviewed the new permanent and temporary construction easements, consulted with Parks staff, and recommend the attached ordinance and

exhibits dedicating the requested easements to Spire be forwarded to the Planning and Public Works Committee then to City Council for consideration/approval.

Attachments: Easement Dedication Ordinance
 Exhibit A - Permanent and Temporary Construction Easement
 Exhibit B - Easement Exhibit
 Spire Work Order Plan - Sheets 1 and 5 of 5 only

BILL NO. 3533

ORDINANCE NO. 3323

AN ORDINANCE PERTAINING TO THE DEDICATION OF EASEMENTS TO SPIRE AT W.F. DIERBERG MEDITATION PARK (13703 OLIVE BOULEVARD) IN THE CITY OF CHESTERFIELD

WHEREAS, Spire has requested permanent and temporary construction easements at W.F. Dierberg Meditation Park for installation of a new public gas main; and

WHEREAS, the Department of Public Works has reviewed the request and determined the easements will have no adverse effect on the City of Chesterfield; and

WHEREAS, the easements are necessary for Spire to construct and operate the public gas system.

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

Section I: The City of Chesterfield hereby authorizes the Mayor to execute the permanent and temporary construction easement on W.F. Dierberg Meditation Park as depicted in “Exhibit A” and “Exhibit B”;

Section II: 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, CITY CLERK

FIRST READING HELD:

EXHIBIT A

PERMANENT AND TEMPORARY CONSTRUCTION EASEMENT

St. Louis County, Missouri

For and in consideration of the sum of ONE AND NO/100 Dollars (\$1.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged.

**THE CITY OF CHESTERFIELD, a municipal corporation of
the State of Missouri (Grantor)**

690 Chesterfield Parkway W
Chesterfield, Missouri 63017

owners of a tract of land described as follows: Part of Lot 2B of Chesterfield Fire District Subdivision-
Subdivision of Lot 2 recorded in Plat Book 352 at Page 131 and further described in Book 15602 at Page
3010 through 3014 all recorded in the St. Louis County, Missouri Records,

does hereby grant unto

SPIRE MISSOURI INC. (Grantee)

700 Market Street
St. Louis, Missouri 63101

its successors, assigns, lessees and tenants forever, the right and easement to construct, operate and maintain a gas distribution system consisting of mains, piping, valves, service connections, and appurtenances along with the right to construct, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate and remove a cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, in, under and across the following part of the aforesaid land, namely:

A fifteen (15') foot wide strip of land ("Permanent Easement") and a five (5') foot wide additional strip of land ("Temporary Construction Easement") in the above parcel as shown on "Easement Exhibit".

The Temporary Construction Easement shall be for use in the initial construction and installation of the improvements and other construction purposes reasonably related to the construction of the natural gas lines. The Temporary Construction Easement shall commence on the effective date of this agreement and shall automatically terminate and expire upon the date construction of the improvements are completed or on December 31, 2027 whichever comes first. Upon the expiration of the term of the Temporary Construction Easement, all the rights

and benefits of **Grantee** in, to and under this agreement with respect to the temporary construction easement shall automatically terminate and be of no further force and effect.

Grantee, its successors and assigns, will have the right to use and control a line or lines of natural gas pipe for the circulation and distribution of natural gas for public or private use through the above-described property for all proper purposes connected with the installation, use, maintenance, and replacement of the line(s) of natural gas pipe, and with the attachment thereto of the service lines of its customers. Furthermore, **Grantee**, its successors and assigns, will have the right to use and control a cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein through the above described property for all proper purposes connected with the installation, use, maintenance, and replacement of the cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein. **Grantee** has the right and privilege of removing at any time, any or all the cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances to produce cathodic protection currents therein without surrendering its easement rights stated herein.

Grantee has the right and privilege of removing at any time, any or all the line of natural gas improvements without surrendering its easement rights stated herein. If the natural gas pipe to which the service line connection(s) of the undersigned is abandoned, the service line (s) and the connection(s) may be relocated to another natural gas pipe as directed by **Grantee**.

Grantors shall have the right to use and enjoy the above-described lands, except as to the rights herein conveyed. **Grantor** agrees not to obstruct or interfere with the normal use or maintenance of such pipeline or lines and any connections to the same along with cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances to produce cathodic protection currents therein. Should **Grantee** need to clear and keep clear brush, trees, shrubbery, roots and other obstructions which, in **Grantee's** judgment, may interfere with the safe, proper and expeditious laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line(s), lines and facilities, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein or any part thereof, within or upon the above described land, **Grantee** shall coordinate with City and obtain approval prior to any clearing activity, with the exception of emergency work to the gas line(s).

Grantor further reserves the right to make other improvements it desires on, over, in or near the Easement Area and should **Grantor's** improvements plan so require, **Grantee** will remove its gas distribution system components, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances for the production of cathodic protection currents therein, from the referenced Easement Area; provided however, that **Grantor** agrees to provide to **Grantee** written notice no less than 120 days before commencing work in connection with any such improvements. In connection with any such improvement, **Grantor** agrees to provide detailed information regarding such improvements to **Grantee** and to cooperate with **Grantee** to identify an alternate Easement Area owned or controlled by **Grantor** and agreeable to both parties with respect to which **Grantee** would be accorded rights substantially similar to those contemplated herein. In any such instance, the cost of removing and relocating the gas distribution system components, cathodic protection rectifier or rectifiers, anodes and cables thereto, and appurtenances to produce cathodic protection currents therein shall be paid by the **Grantee**.

Grantor warrants and will defend the title to said easement during its existence with the **Grantee** for its use and benefit against all parties whatsoever.

Grantee accepts this easement with the understanding and on the condition, that whenever it shall make any excavations in the above-described property the **Grantee** will properly backfill all excavations and shall restore the ground as nearly as practicable to its former condition.

IN WITNESS WHEREOF, said THE CITY OF CHESTERFIELD, has caused these presents to be signed the day and year first above written.

Name: _____

Printed Name: _____

Title: _____

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

On the _____ day of _____, _____, before me _____,
a notary public in and for said state, appeared _____, who being by me
duly sworn, did say that he/she is _____ of THE CITY OF CHESTERFIELD
and that said instrument was signed on behalf of said municipality by authority of its
_____ and the said _____ acknowledged
said instrument to be the free act and deed of said THE CITY OF CHESTERFIELD.

My Commission expires: _____

Notary Public

Printed Name

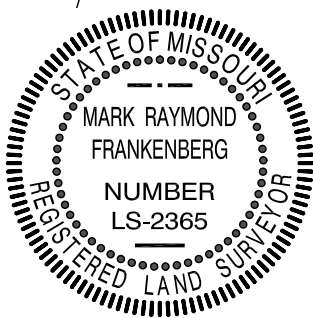
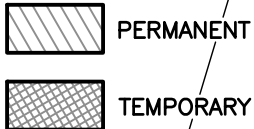
EASEMENT EXHIBIT

PART OF LOT 2B OF "CHESTERFIELD FIRE DISTRICT SUBDIVISION-RESUBDIVISION LOT 2",
BEING PART OF U.S. SURVEY 207, TOWNSHIP 46 NORTH, RANGE 5 EAST
OF THE 5TH P.M., CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

0 100'
SCALE: 1" = 100'
SR#9023545

LINE DATA TABLE

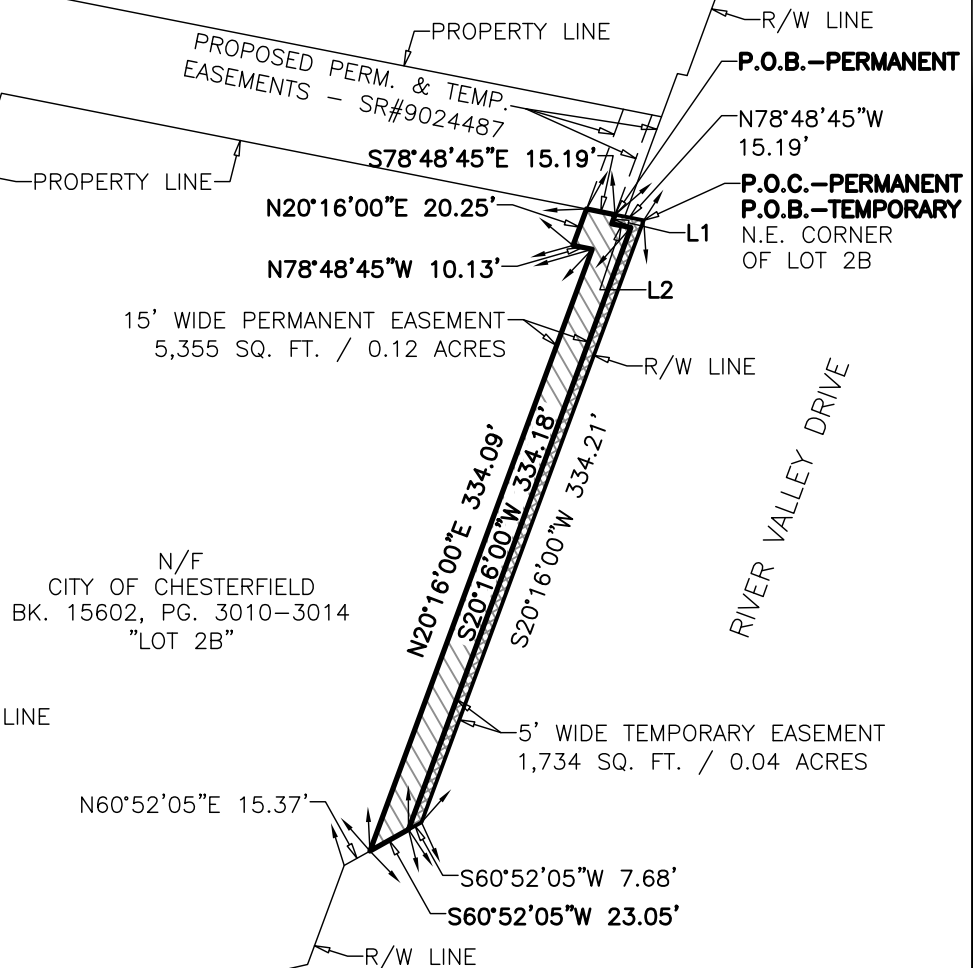
L1 S20°16'00"W 5.06'
L2 S78°48'45"E 10.13'



Mark R. Frankenberg 01/06/25

Mark R. Frankenberg, PLS #2365
State of Missouri
Registered Land Surveyor for
Buescher Frankenberg Associates, Inc
Corporate #0096

DRAWN BY DATE Project No.
A.C.W. 01-06-25 3712



NOTES:

1. Bearing referenced as per "Chesterfield Fire District Subdivision-Resubdivision Lot 2" recorded on February 24, 2004 in Plat Book 352, Page 131 of the St. Louis County Recorder of Deeds.
2. Outboundary shown hereon as per Quit Claim Deed recorded on January 26, 2004 in Book 15602, Page 3010-3014 of the St. Louis County Recorder of Deeds.
3. Centerline Distance (Perm.) = 356.92'
Centerline Distance (Temp.) = 346.85'

bfaeng.com

TELEPHONE: (636) 239-4751

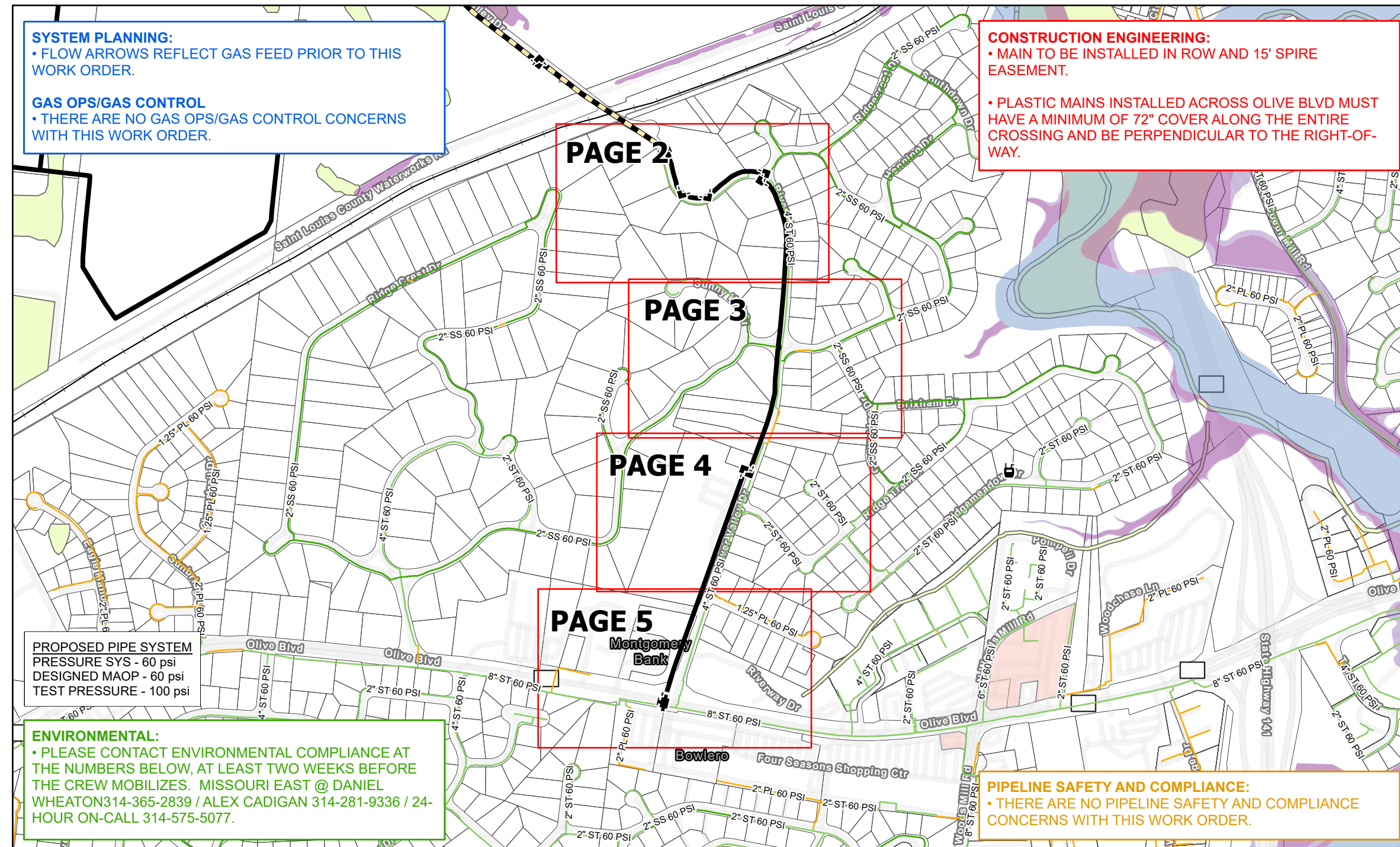


103 ELM STREET, WASHINGTON, MISSOURI 63090

Work Order: 34497187

Project: 906154

Municipality: CHESTERFIELD MARYLAND HEIGHTS



1. INSTALL AND ABANDON STEEL AND PLASTIC MAIN AND SERVICES PER SPIRE OPM STANDARDS.
2. SEE STD. 200.0 FOR PRESSURE TESTING PIPING REQUIREMENTS
3. SEE STD. 180.B FOR EFV AND/OR MANUAL SHUTOFF VALVE INSTALLATION REQUIREMENTS
4. SEE STD. 170.I AND 190.G FOR TRACE WIRE AND TEST STATION INSTALLATION INFORMATION.
5. CORROSION PROTECTION INSPECTOR TO CHECK CATHODIC PROTECTION OF ALL EXISTING CATHODICALLY PROTECTED FACILITIES EXPOSED AND PROTECTED FACILITIES EXPOSED AND DIRECT STEPS NECESSARY TO MAINTAIN PROPER ISOLATION AND CATHODIC PROTECTION AS REQUIRED. A PIPE OBSERVATION REPORT IS TO BE CREATED IN MAXIMO ON READINGS
6. INSTALL ANODES PER STD. 190.C AND/OR TEST STATIONS PER STD. 190.G PER INSTRUCTIONS FROM CORROSION PROTECTION INSPECTOR.
7. CONDUCT INITIAL CATHODIC PROTECTION SURVEY FOR NEW STEEL INSTALLATION. (SEE 190.I FOR CATHODIC PROTECTION AT TIE INS)
8. CREATE PIPE OBSERVATIONS IN MAXIMO TO DOCUMENT EXPOSED PIPE CONDITIONS PER STD. 190.A, EXTERNAL CORROSION.
9. FOR UTILITY LOCATES, CALL ONE-CALL SYSTEM "811" OR (1-800-344-7483), AND ALL OTHER AFFECTED UTILITIES
10. CONTACT GIS DEPARTMENT FOR NECESSARY FIELD NOTES AT 314-349-2963.
11. CONTACT ROW TO SECURE NECESSARY EASEMENTS AND FOR ANY SURVEY WORK @ (314-658-5497 OR 314-349-2933)
12. SEE STD. 170.J FOR SQUEEZE-OFF PROCEDURE
13. SEE STD. 170.A FOR GAS INTERRUPTION PROCEDURE REQUIREMENTS. CONTACT SYSTEM CONTROL AT 314-658-5486 OR 314-658-5488 PRIOR TO ANY WORK
14. SEE STD. 150.A AND 150.E FOR RADIOGRAPHIC EXAMINATION REQUIREMENTS
15. SPIRE PERSONNEL SHOULD FOLLOW STANDARD PRECAUTIONS REGARDING THE POTENTIAL FOR DRIP OIL TO BE PRESENT IN ACTIVE GAS MAINS AND ADHERE TO APPROVED PROCEDURES FOR MANAGEMENT/DISPOSAL OF ANY PIECES OF PIPE GENERATED IN THE COURSE OF ABANDONMENT. ANY DOCUMENTED DRIPS SHOULD BE CLEARED AND DRAINED BEFORE ABANDONMENT.

**Check for
Work Order Authorization**

Existing Main / Asset Material		Main and Service		Valves/Meters/Regulators/CP		Fittings		Typical Soil Depth: 30" to 36"	
 Bare Steel	 Proposed	 Excess Flow Valve	 End Cap	 Line Stopper	Normal Soil				
Coated Steel	Abandon	Meter	Flange	Elbow	Gravel				
 Screwed Steel	 Proposed Previous WO	 Controllable Valve	 Reducer	 Transition	Sand				
Cast Iron	Abandon Previous WO	Regulator	Tee	Tap / Saddle / Controllable Tee	Channery				
Plastic		Anode	Coupling		Solid Rock				

DESIGNER:	REVISION DATE(S):
43946	
DATE:	
12/19/2024	

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Alyssa Ahner, Senior Planner^{AA}

Date: March 3rd, 2025

RE: **Traffic Generation Assessment (TGA) Trust Fund Rate Schedule:** An ordinance establishing an annual rate schedule for the five Traffic Generation Assessment (TGA) trust funds in the City of Chesterfield, Missouri.

Summary

The City of Chesterfield utilizes Traffic Generation Assessment (TGA) trust funds. The traffic generation assessment is calculated by a dollar amount per measurable unit, typically per parking/loading space. The number of parking/loading spaces is determined by the City of Chesterfield Unified Development Code (UDC).

Traffic generation assessment rates are assessed annually to account for changes in construction costs. The City of Chesterfield uses the percent change for the construction cost index for the St. Louis area, from December of a given year to December of the following year, as published in the Engineering News Record, to determine the rate of increase, decrease, or no change. The proposed ordinance updates the previously defined rate schedules based on the decrease in costs the area has seen over the past year.

The rates in the attached TGA Trust Fund Ordinance reflect a .3% reduction. For comparison, 2024 had a .2% reduction while 2023 had a 6.4% increase.

A Public Hearing was held on February 10th, 2025 and a minor modification was recommended to make the proposed language less redundant. Planning Commission voted on the request and a motion to recommend approval, as amended, passed by a vote of 9-0.

The project was reviewed by Planning & Public Works Committee on February 20th, 2025. A motion to recommend approval passed by a vote of 4-0.

BILL NO. 3534

ORDINANCE NO. 3324

AN ORDINANCE AMENDING THE TRAFFIC GENERATION ASSESSMENT ("TGA") TRUST FUND RATE SCHEDULE OF THE CITY OF CHESTERFIELD, MISSOURI.

WHEREAS, the City has defined five (5) Traffic Generation Assessment Trust Fund Areas throughout the City as established by City ordinance; and,

WHEREAS, five (5) trust accounts are known as, "TGA Trust Fund Area A", "TGA Trust Fund Area B", "TGA Trust Fund Area C", "TGA Trust Fund Area D", and "TGA Trust Fund Area E", and are held by the City's Director of Finance (the "Trustee"); and,

WHEREAS, the traffic generation assessment is calculated by a dollar amount per measurable unit, typically per parking/loading space. The number of parking/loading spaces is determined by the City of Chesterfield Unified Development Code (UDC); and,

WHEREAS, in order to maintain uniformity and equity from development to development, the traffic generation assessment rates are established by the City of Chesterfield.

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

Section 1. The City of Chesterfield hereby adopts an annual rate schedule for the five Traffic Generation Assessment (TGA) trust funds in the City of Chesterfield, Missouri.

Section 2. The traffic generation assessment is calculated by a dollar amount per measurable unit, typically per parking/loading space. The number of parking/loading spaces is determined by the City of Chesterfield Unified Development Code (UDC).

Section 3. On January 1 of each year, the traffic generation assessment rates are increased or decreased to account for changes in construction costs. The City of Chesterfield uses the percent change for the construction cost index for the St. Louis area, from December of a given year to December of the following

year, as published in the Engineering News Record, to determine the rate of increase, decrease, or no change.

Section 4. The rates per measurable unit are defined as follows:

FOR ZONINGS ON OR AFTER 8/1/2008

Land Use	As of 1/1/2025 Rate Per Measurable Unit
S.F. Dwelling	\$715.45/Parking Space
Apartment	\$572.36/Parking Space
Retirement Community	
Condominium	
General Office	\$874.37/Parking Space
Quality Restaurant	
Research Center	
Motel	\$1,748.91/Parking Space
Hotel	
General Retail	\$2,623.26/Parking Space
Medical Office	
Shopping Center	
Nursing Home	
High Turn-Over Sit-Down Restaurant	
Hospital	\$5,246.72/Parking Space
Bank	
Drive-In Fast-Food Restaurant	
Convenience Store	\$17,488.57/Parking Space
Gas Station	
Manufacturing	\$699.51/Parking Space
Warehouse	\$1,224.22/Parking Space
Recreational User	\$604.25/Parking Space
Mini-Warehouse	\$0.57/SF
Car Wash	\$87,472.27/AC
Loading Space	\$4,292.64/Loading Space

FOR ZONINGS PRIOR TO 8/1/2008

Land Use	As of 1/1/2025 Rate per Measurable Unit
Commercial	\$ 3.33/SF
Office	\$ 2.33/SF
Industrial	\$ 8,036365/Acre

Section 5. Contributions to the Traffic Generation Assessment Trust Funds shall be made prior to the approval of the first Municipal Zoning Approval application in conjunction with the development that requires contribution.

Section 6. 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:

FIRST READING HELD: _____

Vickie, McGownd, CITY CLERK

Memorandum

Department of Planning

To: City Council

From: Justin Wyse, Director of Planning

JW



Date: March 17th, 2025

RE: **Chesterfield Regional TIF – Intergovernment Agreement with the Library**

Summary

As discussed during the creation of the Chesterfield Regional Tax Increment Financing District, one of the projects included was “Public Library Expansion.” City staff has been coordinating with the Library District and their legal counsel on creation of an intergovernmental agreement, as required by the TIF Act. The agreement allows for reimbursable costs not to exceed \$6,000,000 as identified in the Redevelopment Plan. The project currently envisions a complete redevelopment of the library site with a new facility estimated at not less than \$8,000,000. Prior to moving forward with the project, Chapter 70 of the Revised Statutes of the State of Missouri allows for the intergovernmental cooperation under an approved agreement.

The attached agreement was presented to the Planning and Public Works Committee who recommended approval of the agreement. The Committee also requested information on the current status of the bonding capacity of RPA-2. The St. Louis County Assessors Office has posted the 2024 increment for RPA-2 at \$20,069,690. Applying the tax rate within the Parkway School District and removing 25% of the revenue from the Monarch Fire Protection District would result in annual revenue to the Special Allocation Fund of approximately \$1.16 million. Assuming a 20 year repayment with 6% tax exempt bonds, existing development would support approximately \$14,000,000. However, development of projects actively under construction continues and the incremental value of property and improvements in the area will escalate as full assessment of new development comes online. For example, The Audere is currently under construction along the lake in Wildhorse Village. Current assessment information available from the St. Louis County Department of Revenue shows the appraised value of this property at \$103,000. Once the project is complete and occupancy issued, the property and improvements will be reassessed.

Attachment: Intergovernmental Agreement

COOPERATION AGREEMENT

This Cooperation Agreement (this “Agreement”) is entered into this ____ day of _____, 2025, by and between the **CITY OF CHESTERFIELD, MISSOURI** (the “City”), an incorporated political subdivision of the State of Missouri, and the **ST. LOUIS COUNTY LIBRARY DISTRICT** (the “District”), a county library district and political subdivision of the State of Missouri.

RECITALS

1. On December 14, 2022, the City Council adopted (a) Ordinance No. 3217, which (among other things) approved the Chesterfield Regional Tax Increment Financing Redevelopment Plan and Project (as may be amended from time to time, the “Redevelopment Plan”) for a portion of the City designated therein as the “Redevelopment Area,” and (b) Ordinance No. 3218, which (among other things) approved the redevelopment project for that portion of the Redevelopment Area described as “RPA-2” and adopted tax increment financing within RPA-2 (collectively, the “Approving Ordinances”).

2. Pursuant to Ordinance No. 3230 adopted by the City Council, the City and Wildhorse Village, LP (the “RPA-2 Developer”) entered into that certain Redevelopment Agreement for RPA-2 dated as of April 18, 2023.

3. The Redevelopment Plan provides for, among other things, the construction of residential units, including apartments, condominiums and townhomes. Those residential units, together with other residential developments in the City, are expected to create additional demand on the District’s Samuel C. Sachs Branch (the “Chesterfield Branch”), which is located in that portion of the Redevelopment Area described as “RPA-3” in the Redevelopment Plan.

4. The City and the District agree that the complete replacement expansion of the Chesterfield Branch will benefit the community. Accordingly, the District has requested that the City allocate a portion of the tax increment financing revenues to be generated within the Redevelopment Area toward the replacement of the Chesterfield Branch, under the circumstances set forth herein.

5. The District estimates the cost of demolishing, reconstructing, furnishing, and equipping the Chesterfield Branch (the “Expansion Project”) at not less than \$8,000,000.

6. The Redevelopment Plan envisions a variety of public improvements within RPA-3 to be paid through or partially through tax increment financing, including a new and expanded Chesterfield Branch.

7. Pursuant to Chapter 70 of the Revised Statutes of Missouri, as amended, political subdivisions are authorized to cooperate for the planning, development, construction, acquisition or operation of any public improvement or facility.

NOW, THEREFORE, in consideration of the Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Payments to the District.

(a) Subject to the limitations set forth in this Agreement, the City agrees to apply tax increment financing revenues generated from within the Redevelopment Area for RPA-2 (the “TIF Revenues”) to the payment or reimbursement of up to \$6,000,000 of costs of the Expansion Project, plus interest thereon, as described below.

(b) Once the District has incurred at least \$500,000 in hard construction costs (which the parties agree may include but are not limited to demolition and grading costs) of the Expansion Project, the District may submit to the City one or more Certificates of Reimbursable Redevelopment Project Costs in substantially the form attached as Exhibit A, together with supporting invoices, receipts or other information reasonably requested by the City. Each Certificate of Reimbursable Redevelopment Project Costs, other than the last one, shall be for at least \$1,000,000 of costs, and such Certificates shall be submitted no more than quarterly. The City shall review and act upon each Certificate of Reimbursable Redevelopment Project Costs within 60 days after receipt thereof. The City shall approve the Certificate of Reimbursable Redevelopment Project Costs if the Certificate demonstrates that the District has incurred costs related to the design, construction or furnishing of the Expansion Project. If the City disapproves of the Certificate for any reason, the parties shall work cooperatively and expeditiously to address the City's concerns. If the City fails to approve or disapprove the Certificate within 60 days after receipt thereof, the Certificate of Reimbursable Redevelopment Project Costs shall be deemed approved.

(c) Upon the City's approval or deemed approval of a Certificate of Reimbursable Redevelopment Project Costs, the City's obligation to reimburse the District hereunder shall bear interest at the Prime Rate (as herein defined). The City may, but is not obligated to, issue a tax increment revenue note (the "Note") to the District as evidence of such obligation, provided that, if such Note is issued, such Note shall bear interest at the Prime Rate from and after the date of approval or deemed approval of the Certificate of Reimbursable Redevelopment Project Costs. If the City issues the Note to the District, the District shall be responsible for the payment of the costs of issuance of such Note, which costs of issuance shall be included in the principal amount of the Note in addition to the amount included in the Certificate of Reimbursable Redevelopment Project Costs that has been approved or deemed approved; provided, if the City is issuing the Note to the District at the same time it is issuing tax increment revenue notes to finance a like amount of redevelopment project costs incurred (or expected to be incurred) by the City pursuant to the Redevelopment Plan (the "City Note" and, together with the Note, the "Parity Notes"), the District shall pay 50% of the costs of issuance of the Parity Notes, which portion of the costs of issuance shall be included in the principal amount of the Note in addition to the amount included in the Certificate of Reimbursable Redevelopment Project Costs that has been approved or deemed approved. For purposes hereof, "Prime Rate" means the prime rate reported in the "Money Rates" column or any successor column of *The Wall Street Journal*, currently defined therein as the base rate on corporate loans posted by at least 70% of the nation's 10 largest banks; if *The Wall Street Journal* ceases publication of the Prime Rate, then "Prime Rate" shall mean the "prime rate" or "base rate" announced by Bank of America, N.A., or any successor thereto.

(d) The District acknowledges that the City's obligation to pay a portion of the TIF Revenues to reimburse the District or to make debt service payments on the Note as provided hereunder is subordinate to the City's obligation to pay a portion of the TIF Revenues to finance the redevelopment project being undertaken by the RPA-2 Developer. Following the City's satisfaction of its obligation to the RPA-2 Developer under the Redevelopment Agreement for RPA-2, the City agrees that TIF Revenues will be applied, *pari passu*, (i) to reimburse the District or make debt service payments on the Note as provided hereunder and (ii) to the City for payment or reimbursement of a like amount of redevelopment project costs incurred (or expected to be incurred) by the City pursuant to the Redevelopment Plan or make debt service payments on the City Note as provided hereunder.

(e) The City will apply the net proceeds of the initial issuance of tax increment revenue bonds payable from TIF Revenues (the "Bonds") as follows: *first*, to satisfy the City's obligation to the RPA-2 Developer under the Redevelopment Agreement for RPA-2; and *second*, to the extent of available revenues, (i) to reimburse the District (with interest thereon as described above) or to refund the Note, and (ii) to pay or reimburse the City, on a *pari passu* basis with the District, for a like amount of redevelopment project

costs incurred (or expected to be incurred) by the City pursuant to the Redevelopment Plan or to refund the City Note. If the net proceeds of the initial issuance of the Bonds are not sufficient to satisfy the obligations to the District and the City as described in the preceding sentence, the City will use reasonable efforts to issue a subsequent series of bonds (based on advice and recommendation of the City's financial advisor) to satisfy those obligations.

(f) If the Bonds are issued before the City's approval or deemed approval of the District's Certificate of Reimbursable Redevelopment Project Costs, the City agrees to use reasonable efforts to set aside proceeds in a project account to satisfy the anticipated obligations to the District and the City as set forth in the preceding paragraph.

(g) Notwithstanding any provision hereof to the contrary, the City's obligations under this Section shall be null and void if any court of competent jurisdiction finds that the ordinance approving the Redevelopment Plan or any ordinance adopting tax increment financing within the Redevelopment Area is illegal or unenforceable.

(h) Notwithstanding any other term or provision of this Agreement, the City's obligation to reimburse the District for Reimbursable Redevelopment Project Costs is payable solely from the TIF Revenues deposited into the City's Special Allocation Fund, from the proceeds of the Note or from the proceeds of the Bonds, and from no other source.

Section 2. Default and Remedies. In the event of a default by either party, the non-defaulting party may institute such proceedings at law or in equity, by suit, action, mandamus, or any other proceeding, as may be necessary or desirable in its opinion to cure or remedy such default, including, without limitation, proceedings to compel specific performance.

Section 3. Addresses for Notices. Any notice required to be given or furnished under this Agreement shall be deemed given or furnished when mailed by certified mail, postage prepaid, return receipt requested, when transmitted electronically, or when personally delivered as follows:

To the City: City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017
Attention: Michael O. Geisel
E-Mail: mgeisel@chesterfield.mo.us

To the District: St. Louis County Library District
1412 S. Spoele Road
St. Louis, Missouri 63131
Attention: Kristen Sorth
E-Mail: ksorth@slcl.org

Section 4. Severability. If for any reason any provision of this Agreement is determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 5. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

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

CITY OF CHESTERFIELD, MISSOURI

By: _____
Bob Nation
Mayor

ST. LOUIS COUNTY LIBRARY DISTRICT

By: _____
Johnny Wang
President of the Board of Trustees

EXHIBIT A

**FORM OF CERTIFICATE OF
REIMBURSABLE REDEVELOPMENT PROJECT COSTS**

To: City of Chesterfield, Missouri
690 Chesterfield Parkway West
Chesterfield, Missouri 63017
Attention: City Administrator

**Re: City of Chesterfield, Missouri, Chesterfield Regional Tax Increment Financing
Redevelopment Plan and Project**

This certificate is provided in connection with the Cooperation Agreement dated as of _____, 2025 (the "Agreement") by and between the City of Chesterfield, Missouri (the "City") and the St. Louis County Library District (the "District"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement or in the Redevelopment Agreement for RPA-2 dated as of April 18, 2023 (the "Redevelopment Agreement"), by and between the City and Wildhorse Village, LP, a Missouri limited partnership (the "Developer"). In connection with the Agreement, the undersigned hereby states and certifies that:

1. Each item listed on Schedule 1 hereto was incurred in connection with the design, construction or furnishing of the Expansion Project and attached hereto are itemized invoices, receipts or other information evidencing such costs.
2. These costs have been incurred or paid and are reimbursable under the Agreement.
3. The District has incurred at least \$500,000 in hard construction costs (including but not limited to demolition and grading costs) of the Expansion Project,
4. All Work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
5. The District has sufficient funds to complete the Expansion Project.
6. If any cost item to be reimbursed under this Certificate of Reimbursable Redevelopment Project Costs is deemed not to constitute a "redevelopment project cost" within the meaning of the TIF Act and the Agreement, the District shall have the right to substitute other eligible costs for payment hereunder.

Dated this ____ day of _____, 20__.

ST. LOUIS COUNTY LIBRARY DISTRICT

By: _____
Name: _____
Title: _____

Approved for Payment this ____ day of _____, 20__.

CITY OF CHESTERFIELD, MISSOURI

By: _____

Name: _____

Title: _____

SCHEDULE 1

The Developer has incurred the following costs of the Expansion Project:

Payee:	Amount:	Description of Costs:



Memorandum

To: Jason Baucom, Supt. of Arts & Entertainment *SB*

From: Dominic Schneider, Recreation Specialist – Arts & Entertainment

Date: 03/04/2025

Subject: Creative Community Alliance – Sculpture on the Move

This memo is to present information for the process of the sculpture selection for the Creative Community Alliance's (CCA) Sculpture on the Move program. The overall goal of this memo is to have our secured sculpture choice approved by Council.

About CCA and Sculpture on the Move:

Creative Community Alliance (CCA) is a coalition of municipal and nonprofit organizations dedicated to the development of community arts in the St. Louis region. Sculpture on the Move is a program developed by the CCA that streamlines processes and bridges relationships with artists and communities. This program makes it as easy as possible to install high quality, original artwork in our community and to enhance public spaces, with minimal cost and short-term (2 year) commitment.

Sculpture Selection:

On February 5th, I attended the 2025 Sculpture on the Move artwork presentation via Zoom. Following the meeting, the 2025 Sculpture on the Move presentation link was forwarded to the Parks, Recreation, and Arts Advisory Committee with a request for each member's top five sculpture choices and an explanation of how each individual's top five list would be combined to configure a top ten sculpture list as a city overall. The top five lists from the committee were due on Sunday, February 23rd. On Tuesday, February 25th we held an in-person voting meeting which concluded with the formulation of the 2025 Chesterfield Top Ten sculpture list. On March 4th, I represented the City of Chesterfield in the art draft. Chesterfield was the 20th of 21 cities to choose a sculpture and I was able to secure our second choice of "To Bee, or Not To Bee" by Alexander Mendez. Please find photographs and information on the sculpture listed below and let me know if you have any further questions.

"To Bee, or Not To Bee" by Alexander Mendez

Dimensions: 5' x 2' x 6'

Medium: Stainless Steel

Maintenance: None

Price: \$5,200

From: Indiana

Description: An abstracted bumblebee in flight.

Additional Notes: All sculptures can be installed by the artist without assistance.

Sculptures can be bolted or welded in spot.





Memorandum

To: Mike Geisel, City Administrator

From: Kari Johnson, Superintendent of Recreation 

Date: December 18, 2024

Subject: Eberwein Community Garden Expansion

As you are aware, the Chesterfield Parks, Recreation and Arts Department has managed the Eberwein Community Garden since 2012. Due to its growing popularity, the city established an additional community garden off the Parkway, initially located near Bishop's Post and called the Parkway Community Garden. However, following the purchase of land for a senior living facility, the garden was relocated across Chesterfield Parkway from Sachs Library to a loaned parcel of land. This program has seen such demand that over 80 individuals are currently on the waitlist for a garden plot.

Unfortunately, due to the recent sale of the land and ongoing construction, the Parkway Community Garden must be dismantled, leaving 45 gardeners without a plot. We have received numerous inquiries from these gardeners requesting to find another location.

In response to the identified need, the team has evaluated multiple solutions. Expanding the Eberwein Community Garden presents the most viable and cost-effective option. While this expansion will not accommodate all current members, it will provide space for approximately 30 additional plots and can be executed within the existing operational budget. Developing a new location would incur substantial costs, including land acquisition and the installation of necessary infrastructure, such as a water supply system.

The proposed expansion of Eberwein involves extending the existing fence approximately 25 feet to southeast and 110 feet to the rear, covering an area of approximately 2,750 additional square feet. The new fence will match the current fence in material and will be painted white to ensure uniformity. The expansion will include the construction of planter boxes, consistent with the existing garden plots, which are 4 feet by 8 feet in size and filled with garden mix. Additionally, new water connections will be routed to the expanded area, and the walkways will be surfaced with gravel to maintain consistency with the existing garden design.

In consultation with the Parks Superintendent, it has been determined that the Eberwein Garden expansion can be executed in-house by Park Maintenance.

Subject to favorable weather conditions, this work can be completed during the winter months. The estimated cost for the project is \$5,000, which will cover all required materials, including lumber, paint, hardware, concrete, soil, rock, and water connection infrastructure.

Approximate Costs are broken down as follows:

Lumber:	\$645.00 60 2x12 treated
	\$755.00 60 2x8 treated
	\$550.00 16 6x6 treated
Paint:	\$470.00 10 gallons
Hardware:	\$200.00 - 3" screws
Concrete:	\$120.00 - 20 bags
Garden mix:	\$700.00
Gravel:	\$1,100.00
Water connections:	\$250.00

Approximate Total: \$4,790.00

Due to the condition of materials at Parkway Community Garden, it will not be feasible to salvage them for reuse. The existing vinyl fencing differs from the wood fencing used at Eberwein Garden, and it is unlikely that the vinyl fencing will remain structurally sound upon removal. Additionally, the lumber used for the planter boxes at Parkway Garden is 1x6 untreated lumber, selected to minimize costs, whereas Eberwein Garden utilizes 2x12 treated lumber. The removed lumber will not be in usable condition and will not meet the specifications required for the Eberwein Garden. It is estimated that the project will require approximately 200 man-hours to complete.

We acknowledge the concerns regarding the expansion of Eberwein Community Garden, particularly given the park's intended purpose as a passive, neighborhood park. However, staff assess that the expansion will have a minimal impact on the park's overall function. At present, only a limited number of gardeners tend their plots at any given time, primarily during weekends. These gardeners generally remain for short durations and do not engage in disruptive activities. As such, we anticipate that the expansion will result in minimal disruption to the park's intended atmosphere.

Attached is a diagram of the additional plots within Eberwein Community Garden.

Staff is requesting the proposal of the expansion of the existing garden request be moved to the Parks, Recreation & Arts Committee of Council as they directed staff to look for options.

If you have any questions or require additional information, please advise.



Please forward to PRA for their review and recommendation

MeTeish

2025-3-7

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

DATE	CHECK #	VENDOR	DESCRIPTION	CHECK AMT	FUND
2/6/2025	1392	ETC INSTITUTE	STRATEGIC PLAN-BUSINESS SURVEY	\$ 11,000.00	137
2/13/2025	1393	ASPIRE CONSTRUCTION SERVICES, LLC	GENERAL CONSRUCTION AND IMPROVEMENTS OF AMPHITHEATER BACK OF THE HOUSE-PROGRESS PYMT #5	186,793.95	137
2/13/2025	1394	BOND ARCHITECTS, INC.	ARCHITECTURAL SERVICES-AMP IMPROVEMENTS-PROGRESS PYMT #16	6,913.98	137
2/20/2025	53629	ARHAUS, LLC	(2) LEATHER FIVE PERSONAL SECTIONALS FOR DRESSING ROOMS OF AMPHITHEATER BACK OF THE HOUSE FACILITY	19,047.50	119
2/20/2025	53630	CAPRI POOLS, LLC	AQUATIC CENTER POOL WINTERIZATION AND REPAIRS	5,731.02	119
2/6/2025	74374	AXON ENTERPRISE INC.	CARTRIDGES, BATTERY PACKS AND HOLSTERS FOR TASERS; (200) X26/X26P CARTRIDGE-15FT, (50) X26/X26P CARTRIDGE-25FT, (10) X2/X26P BATTERY PACK, AND (10) X26 HOLSTER-BLACKHAWK	12,993.50	121
2/6/2025	74379	DELTA DENTAL OF MISSOURI	FEBRUARY 2025 DENTAL INSURANCE PREMIUMS	14,139.93	001
2/6/2025	74410	SPIRE ENERGY	690 CHESTERFIELD PKWY W - 3433311000	7,831.52	001
2/6/2025	74411	ST. LOUIS AREA HEALTH INSURANCE TRUST-MEDICAL	FEBRUARY 2025 HEALTH INSURANCE PREMIUMS	237,141.88	001
2/6/2025	74417	TECH ELECTRONICS, INC.	MITEL PHONE SYSTEM-ANNUAL SOFTWARE AND HARDWARE MAINTENANCE	8,196.00	001
2/6/2025	74421	TRUCK CENTERS, INC.	HENDERSON SNOW EQUIPMENT INSTALLED ON 2.5 TON FREIGHTLINER TRUCK VX2228 (REPLACE S-113)	119,647.00	120
2/13/2025	74425	SHI INTERNATIONAL CORP	VEEAM BACKUP SOFTWARE AND MAINTENANCE - ANNUAL SUBSCRIPTION RENEWAL	12,490.46	001
2/13/2025	74426	CIVICPLUS, LLC	CIVICGOV BUSINESS LICENSING ANNUAL SOFTWARE/SUPPORT SUBSCRIPTION	5,759.60	001
2/13/2025	74434	ARMSTRONG TEASDALE LLP	PROFESSIONAL SERVICES THROUGH DECEMBER 31, 2024	8,439.50	001
2/13/2025	74441	CIVICPLUS, LLC	CIVICREC, SEECCLICKFIX, CIVIC CLERK, CIVIC EVOLVE/WEBSITE, AGENDA/MEETING ANNUAL SOFTWARE/SUPPORT SUBSCRIPTIONS	88,673.66	001
2/13/2025	74443	COSTAR REALTY INFORMATION, INC.	COSTAR SUITE - 02/01/2025 TO 01/31/2026	5,831.40	001
2/13/2025	74446	ENERGY PETROLEUM CO.	GASOLINE 89 OCT (7872.8 GALLONS)	18,492.40	001
2/13/2025	74447	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC	ANNUAL SOFTWARE SUBSCRIPTION - ESRI	39,700.00	001
2/13/2025	74451	GAMMA'S SHIELD SHADE TREE INC.	2025 TREE AND STUMP REMOVAL	13,010.00	001
2/13/2025	74456	LEADSONLINE PARENT, LLC	POLICE DEPARTMENT CELLHAWK SOFTWARE SUBSCRIPTION	5,299.00	001
2/13/2025	74458	LOCHMUELLER GROUP INC.	ENGINEERING SERVICES-LONG RD INTERCHANGE & N OUTER 40 EXTENSION-PROGRESS PYMT #7	45,691.88	120
2/13/2025	74469	ST. LOUIS COUNTY AND MUNICIPAL POLICE ACADEMY	2025 POLICE ACADEMY TRAINING	17,775.00	121

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

DATE	CHECK #	VENDOR	DESCRIPTION	CHECK AMT	FUND
2/13/2025	74470	ST. LOUIS COUNTY MISSOURI - POLICE DEPT	COMMUNICATIONS CONTRACT FOR POLICE DEPARTMENT COMPUTER ASSISTED REPORT ENTRY SYSTEM	18,469.53	121
2/13/2025	74473	THE HARTFORD-PRIORITY ACCOUNTS	FEBRUARY 2025 GROUP LIFE, LTD, STD, VOL LIFE, ACCIDENT, AND CRITICAL ILLNESS INSURANCE	15,138.57	001
2/20/2025	74482	HONKAMP KRUEGER & CO., P.C., HONKAMP, P.C.	2024 AUDT SERVICES, SINGLE AUDIT AND FINANICAL STATEMENT PREPARATION-PROGRESS PYMT #2	10,300.00	001
2/20/2025	74492	PNC BANK	JANUARY-FEBRUARY 2025 MONTHLY CREDIT CARD STATEMENT	18,790.06	001
2/20/2025	74494	SHI INTERNATIONAL CORP	EMAIL SECURITY AND HARDENING SUBSCRIPTION (IRONSCALES)	14,216.40	001
2/27/2025	74502	AMEREN MISSOURI	690 CHESTERFIELD PARKWAY W - 0627147004	9,843.51	001
2/27/2025	74505	BOARD OF ELECTION	ANNUAL MUNICIPAL ELECTION (APRIL 8, 2025) DEPOSIT	28,061.60	001
2/27/2025	74511	E. MEIER CONTRACTING, INC.	ASPHALT OVERLAY PROJECT-PROGRESS PYMT #5	58,910.93	120
2/27/2025	74528	MURPHY COMPANY	CITY HALL, PUBLIC WORKS AND PARKS HVAC SERVICES-Q1 2025	6,206.25	001
2/27/2025	74532	REJIS COMMISSION	REJIS CONTRACTUAL FEES	5,105.75	121
				<u>\$ 1,075,641.78</u>	

Respectfully submitted by,
Jeannette Kelly, Director of Finance

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



Memorandum

Department of Public Works



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

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

DATE: March 4, 2025

RE: 2025 Highcroft Drive Design Services

In 2024 the City of Chesterfield executed a Surface Transportation Block Grant (STBG) Program Agreement with the Missouri Highways and Traffic Commission which authorized funding for the reconstruction of Old Baxter Road / Highcroft Drive (hereafter referred to as Highcroft Drive) from Baxter Road to Schoettler Valley Drive. This project will include curb and gutter repairs and an asphalt overlay from Baxter Road to Old Baxter Road and concrete reconstruction from Old Baxter Road to Schoettler Valley Drive. As part of the design, the consultant will review and recommend improvements at the three stop-controlled intersections within the concrete portion of the project. Any proposed modifications will be presented to area residents at a future open house. The details of this project, including a map, schedule, and cost breakdown, are included in the attached memorandum from Civil Engineer Anjana Kittu.

The next step in this project is to hire an engineering firm to provide design and construction services. In late 2024 the City of Chesterfield issued a Request for Qualifications (RFQ) in accordance with MODOT requirements. Ten engineering firms submitted proposals, which were each reviewed by Engineering Staff. We determined that Oates Associates was the firm most qualified to perform the required engineering services, and subsequently negotiated a scope and fee as detailed in the memorandum from Ms. Kittu.

The 2025 Budget includes \$303,000 for Highcroft Drive design services in Account 120-079-5261. If approved, design will commence once contracts are executed, followed by right-of-way acquisition in 2026 and construction in 2028. Should you have questions or require additional information, please let me know.

Concurrence:

[Signature]
Jeannette Kelly, Finance Director

Action Recommended

This matter should be forwarded to City Council for consideration. Should City Council concur with Staff's recommendation it should authorize the City Administrator to execute a contract with Oates Associates in an amount not to exceed \$479,000. This includes \$303,000 for design services and \$176,000 for construction engineering services. If approved, a 2025 Purchase Order will be generated in the budgeted amount of \$303,000 to cover design expenses. A request for approval of the construction engineering fees will be submitted at a later date, concurrent with a construction contract.



Memorandum Department of Public Works

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

FROM: Anjana Kittu, PE *ATK*
Civil Engineer

DATE: March 5, 2025

RE: Highcroft Drive/Old Baxter Road Improvements (2024-PW-11)
Federal Project #: STBG-5410(638)

In June 2024 the City of Chesterfield was awarded a Surface Transportation Block Grant Program (STBG) grant in an amount up to \$1,916,600 for the improvements to Highcroft Drive and Old Baxter Road. The project limits are Old Baxter Road from Baxter Road to Old Baxter Road (adjacent to Eberwein Park) and Highcroft Drive from Old Baxter Road to Schoettler Valley Drive.



The project includes an asphalt mill and overlay, curb and gutter repairs, and sidewalk replacement on Old Baxter Road between Baxter and Old Baxter and reconstruction of the existing concrete pavement and sidewalk replacement of Highcroft Drive from Old Baxter Road to near Schoettler Valley Drive. The total estimated project cost is \$2,738,000, of which \$821,400 will be City funded. Project design is scheduled to start in 2025, right-of-way acquisition in 2026, and construction in 2028.

In September 2024, a Request for Qualifications (RFQ) was released to seek the services of a consulting engineering firm to perform professional engineering services for the project. The City received Letters of Interest and Statements of Qualifications from ten (10) engineering firms. The submittals were evaluated based on criteria in the RFQ, which included experience, technical competence, capacity and capability, and past record of performance. The top scoring firm, Oates & Associates, Inc. (Oates), was selected as the most qualified firm to provide the necessary professional engineering services.

Staff met with Oates for an initial scoping meeting in December 2024. Through negotiations, a scope of services was finalized with Oates agreeing to a fee of up to \$303,000 for design and \$176,000 for construction engineering services. Upon contract execution, the Engineering Services Contract and supporting documents will be submitted to the Missouri Department of Transportation (MoDOT) for review. Once approved, Oates will be provided Notice to Proceed.

I recommend requesting authorization to execute an Engineering Services Contract with Oates & Associates Inc. in an amount not to exceed \$479,000. This includes \$303,000 for engineering design services and \$176,000 for construction engineering services. The approved 2025 budget includes \$303,000 for the engineering design services for this project.

The following is a cost breakdown summary for the project:

Phase	Grant	City Share	Total	Year
Design Engineering	\$ 212,100	\$ 90,900	\$ 303,000	2025
Right-of-Way Acquisition	\$ 37,100	\$ 15,900	\$ 53,000	2026
Construction	\$ 1,544,200	\$ 661,800	\$ 2,206,000	2028
Construction Engineering	\$ 123,200	\$ 52,800	\$ 176,000	2028
TOTALS	\$ 1,916,600	\$ 821,400	\$ 2,738,000	

Please let me know if you have any questions, or need additional information.

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

JW

Date: March 17th, 2025

RE: Contract with PGAV for Professional Planning Study Related to the Redevelopment of "The Wedge"

Summary

As part of the settlement discussions regarding litigation with Energy Marketing regarding the redevelopment of "The Wedge," the attached contract would authorize PGAV to investigate the potential options under Chapter 353 of the Revised Statutes of the State of Missouri. The initial step in the process would be to conduct a Qualifications analysis to determine what, if any, tools are available for the subject site. Additionally, the contract provides for the creation of a development plan (as described in Chapter 353) and tax impact statement.

The typical process for professional services would include issuing an RFQ, interviewing responsive parties, and presenting a recommendation to City Council. Given that the project is related to settlement discussions necessitating quick turnaround times, Staff is recommending that City Council consider waiving the procedural requirements, as specifically authorized in City Code.

BUDGET

The attached contract provides for the completion of the Qualifications Analysis, Development Plan, and Tax Impact Statement required under Chapter 353. These services are proposed for \$18,000. As this is not a budgeted expense, a transfer from General Fund – Fund Reserves in the amount of \$18,000 is requested to complete the project.

CONTRACT FOR TECHNICAL SERVICES

BETWEEN THE CITY OF CHESTERFIELD, MISSOURI AND PGAV PLANNERS, LLC

THIS AGREEMENT, by and between the City of Chesterfield, Missouri (hereinafter referred to as the “City”) and PGAV Planners, LLC (hereinafter referred to as “PGAV”).

WITNESSETH:

Whereas, the City, is interested in facilitating the redevelopment and improvement of an area south of Chesterfield Airport Road, north of Old Olive Street, east of Olive Street, and west of Wings of Hope Boulevard, (the “Study Area”), as depicted on **Exhibit A** which is attached hereto and hereby made a part of this Agreement;

Whereas, the City wishes to investigate the potential to induce the development, redevelopment, and improvement of the Study Area through the use of The Urban Redevelopment Corporation Law (R.S. MO 353.010 – 353.190 (hereinafter referred to as “Chapter 353”); and

Whereas, PGAV has agreed to provide planning and economic development services in order to conduct the investigation for the Study Area’s potential designation as “blighted area” under Chapter 353, along with the preparation of a development plan tax impact statement as required by Chapter 353;

Whereas, PGAV is duly experienced in providing planning and economic development services for such projects; and

Now, therefore, PGAV and the City (the “Parties”) hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The following Scope of Services will be completed for the Study Area, as outlined in the following sections of this Agreement in accordance with the tasks described therein:

A. Qualification Analysis

1. PGAV will investigate the existing conditions in the Study Area to determine whether the Study Area qualifies as a Chapter 353 “Area” and “Blighted Area” as defined by Chapter 353 (Sections 353.020 (1) and (2), R.S. MO) generally consisting of the following tasks:
 - a. Conduct an in-field review of the property and the structures (interior and exterior) including photography of existing conditions to determine the factors that may allow the Study Area to qualify as a Chapter 353 “Area”;
 - b. Coordinate with the City staff and legal counsel on matters related to conducting the work, as necessary; and
 - c. Develop the pertinent mapping and aerial and site photography exhibits to depict the findings; and
2. PGAV will document its findings and prepare a draft written report (hereinafter referred to as the “Qualifications Analysis”) in accordance with standard urban planning principles. This written analysis will be supported by on-site photography and map exhibits as appropriate. PGAV will meet with the City, City staff, legal counsel, and other parties as needed to discuss the draft Qualifications Analysis.

B. Development Plan

PGAV will prepare a plan for the development of the area (the “Development Plan”) describing the anticipate use and character of redevelopment.

C. Tax Impact Statement

PGAV will prepare a generalized Tax Impact Statement based on the Development Plan. A Tax Impact Statement must be prepared in accord with the provisions of 353.110(3) R.S. MO and furnished to each political subdivision whose boundaries for ad valorem taxation purposes may be subject to tax abatement as the result of the Development Plan and Redevelopment Project as may be subsequently approved.

D. Assistance at Meetings

PGAV will meet with officials of the City and other entities as deemed necessary by the City and PGAV, to perform the services provided for in this Agreement. However, it is specifically noted that the fees as set forth later in this Agreement are based on PGAV’s staff attending not more than two such meetings, including the public hearing required, during the course of the work provided for herein. Attendance at additional meetings will be considered additional services, which will require an amendment of this Agreement and additional compensation to PGAV.

II. INFORMATION TO BE PROVIDED

The City, the property owner, and/or the selected developer will provide to PGAV data that the City or these parties has, or that may be readily acquired without extensive research, which may assist in the establishment of:

1. Blighting conditions in the area, including information regarding, but not necessarily limited to, building code violations, crime data, fire data, building conditions, concerns associated infrastructure problems, environmental hazards, or other information from the City, the property owner, and/or the selected developer that may be pertinent to qualifying the Study Area as a blighted area under the provisions of Chapter 353;
2. Mapping and parcel data and any other supporting data, as needed.

III. TIMING OF PERFORMANCE

The work on all tasks as provided for herein will begin upon execution of this agreement (which shall constitute “notice to proceed” unless otherwise provided in written or electronic form by the City) and will be conducted based on a mutually agreed upon schedule developed by PGAV and the City.

IV. COMPENSATION

The total fee for the completed services will be \$18,000 as pursuant to the costs itemized below. All fees as stated are exclusive of reimbursable expenses that are defined below.

- A. The method of compensation for the work will be conducted for the lump sum amount of Eighteen Thousand Dollars (\$18,000).
- B. Reimbursable expenses will consist of reasonable travel expenses, local mileage, long distance telephone charges, express delivery charges, photographic expenses, the cost of printing or other reproduction of documents, fees or charges for documents owned by others, and other “out-of-pocket” expenses required to provide the services described. Such expenses will be billed at their direct cost to PGAV.

- C. PGAV may submit invoices for payment for partial completion of services for any task. Compensation for these tasks shall be made to PGAV based on submission of an invoice on a monthly basis outlining the work performed and based on the staff time associated with the conduct of the work, plus the actual cost of any reimbursable expenses.

V. TERMINATION OF AGREEMENT

If the work associated with the Qualification Analysis, Task I.A results in a finding that the Study Area does not, in the opinion of PGAV, qualify for redevelopment as contemplated hereby, or if for any reason the City determines that the work should not proceed, the City will give PGAV 10 days' notice in writing that it wishes to terminate this Agreement, with such notice being delivered via the U.S. Postal Service or facsimile (followed by receipt of an original signature copy).

If the City determines that the project should not proceed after it has been initiated, payment to PGAV shall be made for work associated with the completed portions of tasks described in Section I of this Agreement. Payment for partial completion of these tasks shall be made to PGAV in accordance with PGAV's normal hourly rates for the staff associated with conducting the work, plus the cost of reimbursable expenses.

The City will pay PGAV an amount representing the work performed to the date of termination, plus any expenses that have been incurred by PGAV to that date.

VI. SERVICES OUTSIDE THE SCOPE OF THIS AGREEMENT

The scope of work to be performed by PGAV shall be as provided for herein. The following work elements are hereby specifically noted as not included as tasks to be performed in conjunction with the terms of this agreement:

- A. Data collection and analysis relating to parcels that are located outside the Study Area;
- B. Development of a Request for Proposals document for developer solicitation;
- C. Other technical assistance as requested beyond the scope of this Agreement.
- D. Substantial revisions to the Qualifications Analysis or Redevelopment Agreement, which might include additional site visits, preparation of detailed redevelopment project plans, meetings exceeding those anticipated in this Agreement, estimated proceeds or revenues from a redevelopment project, and project budgets or cost estimates for a redevelopment project.

These services shall be considered additional work beyond the scope of this proposal. The City may acquire the provision of such services by PGAV at an additional cost to be negotiated and provided for in the form of an addendum, or separate agreement, between the City and PGAV or the City and PGAV.

VII. PROJECT STAFFING & MANAGEMENT

- A. PGAV hereby agrees to provide the qualified professional, technical, and clerical staff available within the firm to conduct the work in accordance with the tasks as outlined in Section I of this Agreement.
- B. If, in the opinion of PGAV and the City, a particular assignment requires specialized expertise not available within the PGAV staff, the accomplishment of such tasks may be achieved through subcontract with firms or individuals subject to prior approval of the City.

VIII. OWNERSHIP OF DOCUMENTS

PGAV agrees that any and all reports prepared, and conclusions reached hereunder, are for the confidential information of the City and that neither PGAV nor any member of the PGAV staff will disclose any of the same with any person whatsoever, other than the City, the City, or their authorized representatives, except when called upon to testify in relation to such report or conclusion under oath in a judicial forum, or as may be otherwise required by law. Except to the extent that documents, reports or other information are prepared under the provisions of this agreement and submitted to municipalities or other public entities wherein they become subject to Federal or State "sunshine law" provisions, the City will have sole ownership of all reports, maps, etc. prepared under this contract, including rights of copying and distribution.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed this _____ day of _____, 2025.

ATTEST:

CITY OF CHESTERFIELD, MISSOURI

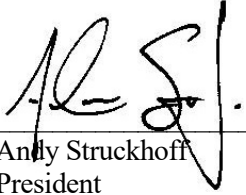
Justin Wyse
Director of Planning

Bob Nation
Mayor

ATTEST:

PGAV Planners, LLC


John W. Brancaglione
Senior Director



Andy Struckhoff
President

EXHIBIT A

Study Area



Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

JW

Date: March 17th, 2025

RE: **Downtown Chesterfield Plat One, Lot 8-9:** A Boundary Adjustment Plat for the consolidation of two (2) parcels into one (1) parcel located southwest of the intersection of Chesterfield Parkway West and Burkhardt Place.

Summary

Stock & Associates Consulting Engineers, on behalf of St. Louis County Library District, has submitted a Boundary Adjustment Plat to consolidate lot 8 and 9 of Downtown Chesterfield Plat One into a single 4.24-acre tract of land. This consolidation will ultimately aid in the future redesign of the existing library. Figure 1 below depicts the existing lots and the lot line that would effectively be eliminated. Staff has reviewed the proposal and has no further comments.



Figure 1

BILL NO. 3538

ORDINANCE NO. 3325

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A BOUNDARY ADJUSTMENT PLAT FOR THE CONSOLIDATION OF TWO PARCELS TOTALING 4.24-ACRES ZONED “C8” PLANNED COMMERCIAL (18S130191, 18T340333).

WHEREAS, Stock & Associates Consulting Engineers, on behalf of St. Louis County Library District, has submitted for review and approval a Boundary Adjustment Plat for two parcels totaling 4.24-acres zoned “C-8” Planned Commercial; and,

WHEREAS, the purpose of said Boundary Adjustment Plat is to consolidate Lot 8 and 9 of the Downtown Chesterfield Plat One into one lot; and,

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

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

Section 1. The Boundary Adjustment Plat for Lot 8 and 9 of Downtown Chesterfield Plat One which is attached hereto as “Exhibit 1”, is hereby approved; the owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

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

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

Passed and approved this _____ day of _____, 2025.

PRESIDING OFFICER

Bob Nation, MAYOR

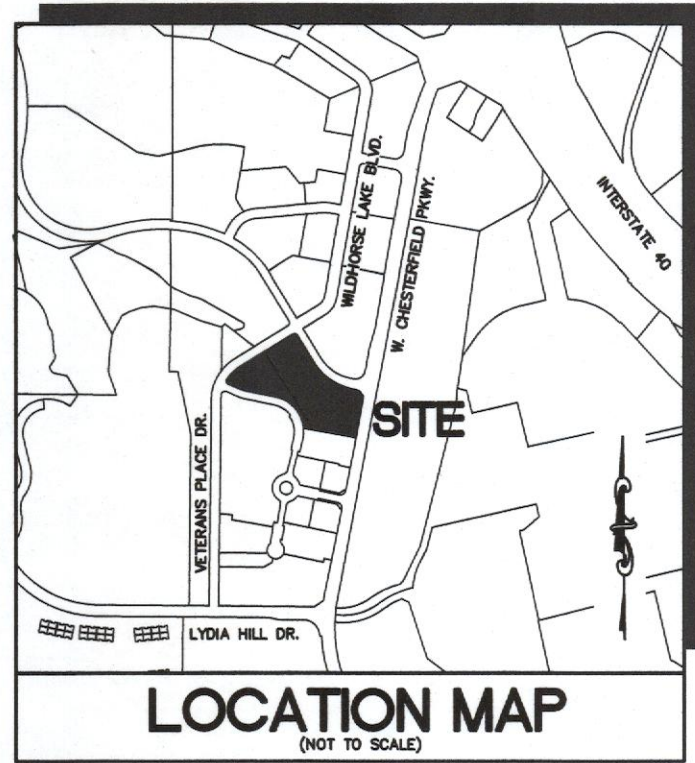
ATTEST:

Vickie McGownd, CITY CLERK

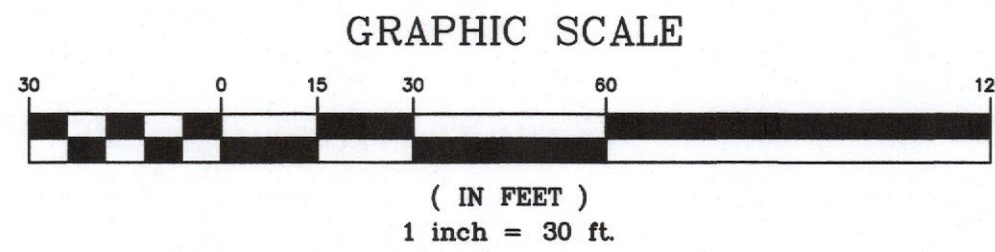
FIRST READING HELD: 03/17/2025

LOT CONSOLIDATION PLAT

OF LOTS 8 AND 9 OF DOWNTOWN CHESTERFIELD PLAT ONE AS RECORDED IN PLAT BOOK 357, PAGES 185-186,
LOCATED IN U.S. SURVEY 415, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



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 SPLICE BOX
	ELECTRIC BREAKER
	GAS DRP
	GAS METER
	GAS VALVE
	TELEPHONE MANHOLE
	TELEPHONE PEDESTAL
	TELEPHONE SPLICE BOX
	CABLE TV PEDESTAL
	FIRE HYDRANT
	FIRE DEPARTMENT CONNECTION
	WATER MANHOLE
	WATER METER
	WATER VALVE
	POST INDICATOR VALVE
	CLEAN OUT
	STORM MANHOLE
	GRATED MANHOLE
	STORMWATER INLET
	GRATED STORMWATER INLET
	SANITARY MANHOLE
	STREET SIGN
	PARKING METER
	SPRINKLER
	MAIL BOX



LINE TYPE LEGEND	
	EX CONT M/R
	EX CONT M/R
	TREE LINE
	FEMA ELEV
	TREE LIMIT
	PAVEMENT
	WALL
	GUARD RAIL
	CHAINLINK/WIRE FENCE
	WOOD/WHYL FENCE
	GAS
	UNDER GROUND ELEC
	OVERHEAD ELEC
	TELEPHONE LINE
	FIBER OPTIC LINE
	WATER LINE
	SLOPE/LEVEE

ABBREVIATIONS	
C.O.	CLEANOUT
DR.	DEED BOOK
E.	ELECTRIC
FL.	FLOWLINE
FT.	FEET
IND.	FOUND
G.	GAS
M.H.	MANHOLE
N/P	NOW OR FORMERLY
PLAT	PLAT BOOK
PG.	PAGE
P.V.C.	POLYVINYL CHLORIDE PIPE
R.B.	RADIAL BEARING
R.C.P.	REINFORCED CONCRETE PIPE
SO.	SQUARE
V.C.P.	VITRIFIED CLAY PIPE
W.	WATER
(86'W)	RIGHT-OF-WAY WIDTH

ST. LOUIS COUNTY BENCHMARK

BENCHMARK No. 12048
NAVD88 Elev = 557.87
Chiseled square cut ("□") top of curb at end of rounding
along the North curb line [of the Easterly extension of
Burkhardt Place] lying on the Easterly side of Chesterfield
Village Parkway, ±0.2 mile North of Lydia Hills Drive.

OWNER'S CERTIFICATION

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

ST. LOUIS COUNTY LIBRARY-SACHS BRANCH

It is hereby certified that all existing easements are shown on this plat as of the time and date of
recording of this plat.
This Plat does not create nor vacate any easements.

Two (2) permanent monuments for each block created, and semi-permanent monuments at all
lot corners will be set within twelve (12) months after the recording of this Consolidation Plat, in
accordance with 20 CSR 2030-16 of the Department of Insurance, Financial Institutions and
Professional Registration. In addition, other survey monuments indicated on this subdivision
plat, required by the Subdivision Ordinance of the City of Chesterfield, Missouri, will be set.

IN WITNESS THEREOF, I have hereunto set my hand this ____ day of
20__

ST. LOUIS COUNTY LIBRARY-SACHS BRANCH

By: _____

Print Name: _____

Print Title: _____

STATE OF MISSOURI)

COUNTY OF ST. LOUIS) SS

On this ____ day of _____, 20__, before me appeared _____ to me
personally known, who being by me duly sworn, did say that he is the _____ of

ST. LOUIS COUNTY LIBRARY-SACHS BRANCH

, and that said instrument was signed on behalf of said limited liability company and he/she
acknowledges said instrument to be the free act and deed of said limited liability company.

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

By: _____

Print Name

My Commission Expires: _____

CITY SIGNATURE

This is to certify that this "Lot Consolidation Plat" was approved by the City Council for the
City of Chesterfield by Ordinance No. _____ on the ____ day of
2025, and thereby authorizes the recording of this Boundary Adjustment Plat with the
office of the St. Louis County Recorder of Deeds.

Bob Nation, Mayor

Vickie McGownd, City Clerk

PREPARED FOR:
LAMAR JOHNSON COLLABORATIVE
8640 EVANS AVENUE
ST. LOUIS, MO. 63134

ST. LOUIS COUNTY LIBRARY
1640 S. LINBERGH BLVD.
ST. LOUIS, MO. 63131

TITLE CO PROPERTY DESCRIPTION

As shown per: St. Louis Title, a div. of Fidelity National Title Insurance Company, File No.
STL2402573, Effective Date, March 26, 2024.

PARCEL 1:

Lot 8 of Downtown Chesterfield - Plat One, according to the plat thereof recorded in Plat Book
357 pages 185 and 186 and Surveyor's Affidavit recorded in Book 18582 page 1668 of the St.
Louis County, Missouri Records.

PARCEL 2:

Lot 9 of Downtown Chesterfield - Plat One, according to the plat thereof recorded in Plat Book
357 pages 185 and 186 and Surveyor's Affidavit recorded in Book 18582 page 1668 of the St.
Louis County, Missouri Records.

PROPERTY DESCRIPTION

All of Lots 8 and 9, Downtown Chesterfield - Plat One, recorded in Plat Book 357, Pages
185-186, located in U.S. Survey 415, Township 45 North, Range 4 East of the 5th Principal
Meridian, City of Chesterfield, St. Louis County, Missouri, being more particularly described as
follows:

Beginning at the Southeasterly corner of said Lot 8, Downtown Chesterfield - Plat One; thence
North 79 degrees 53 minutes 13 seconds West, along the Southerly line of said Lots 8 and 9, a
distance of 277.79 feet to the Southwest corner of said Lot 9, Downtown Chesterfield - Plat
One, also being a point on the Easterly right-of-way line of Main Circle Drive; thence
Northwesterly along a curve to the left, continuing along the Southwest line of said Lot 9,
having a radius of 184.00 feet, an arc length of 231.87, a chord bearing of North 42 degrees 16
minutes 40 seconds West, a chord distance of 216.83 feet; thence North 78 degrees 22 minutes
42 seconds West, being tangent to the last described course, continuing along Southwest line
of said Lot 9, a distance of 158.93 feet, thence Northwesterly along a curve to the right,
continuing along the Southwest line of said Lot 9, having a radius of 126.00 feet, an arc
length of 29.36 feet, a chord bearing of North 71 degrees 42 minutes 10 seconds West, a chord
distance of 29.29 feet; thence North 65 degrees 01 minutes 18 seconds West, being tangent to
the last described course, continuing along the Southwest line of said Lot 9, a distance of
70.02 feet; thence Northwesterly along a curve to the right, continuing along the Southwest line
of said Lot 9, having a radius of 20.00 feet, an arc length of 33.62 feet, a chord bearing of
North 16 degrees 52 minutes 06 seconds West, a chord distance of 29.80 feet, to a point on the
Southeasterly right-of-way line of Veterans Place Drive; thence Northeasterly along a curve to
the right, being radial to the last described course, continuing along the Northwesterly line of
said Lot 9, having a radius of 20.00 feet, an arc length of 95.35 feet, a chord bearing of North
44 degrees 57 minutes 24 seconds East, a chord distance of 94.45 feet; thence North 58 degrees
36 minutes 54 seconds East, continuing along the Northwesterly line of said Lots 8 and 9, being
tangent to the last described course, a distance of 325.53 feet; thence Southeasterly along a
curve to the right, being the Northerly line of said Lot 9, being tangent to the last described
course, having a radius of 20.00 feet, an arc length of 31.42 feet, a chord bearing of South 76
degrees 23 minutes 06 seconds East, a chord distance of 31.42 feet, to a point on the
Southwesterly right-of-way line of Burkhardt Place; thence South 31 degrees 23 minutes 06
seconds East, along the Northwesterly line of said Lot 8, being tangent to the last described
course, a distance of 156.64 feet; thence Southeasterly along a curve to the left, continuing
along the Northerly line of said Lot 8, having a radius of 332.23 feet, an arc length of 281.23
feet, a chord bearing of South 55 degrees 38 minutes 07 seconds East, a chord distance of
272.91 feet; thence South 10 degrees 10 minutes 18 seconds West, continuing along the
Northerly line of said Lot 8, a distance of 3.00 feet; thence South 79 degrees 53 minutes 13
seconds East, continuing along the Northerly line of said Lot 8, a distance of 15.00 feet; thence
South 34 degrees 53 minutes 13 seconds East, continuing along the Northerly line of said Lot 8,
a distance of 35.36 feet, to a point on the Southwest right-of-way line of Chesterfield Parkway
West; thence South 10 degrees 06 minutes 47 seconds West, along the Northerly line of
said Lot 8, a distance of 219.26 feet to the Point of Beginning.

Containing 185,067 square feet or 4.248 acres, more or less.

SURVEYOR'S CERTIFICATION

This is to certify that Stock and Associates Consulting Engineers, Inc. have, during January,
2025, by order of and for the use of Lamar Johnson Collaborative, executed a Property
Boundary Survey and Consolidation Plat of a tract of land being Lots 8 & 9 Downtown
Chesterfield Plat One as recorded in Plat Book 357 Pages 185-186 of the St. Louis County
records and Part of U.S. Survey 362, Township 45 North, Range 4 East of the Fifth Principal
Meridian, City of Chesterfield, St. Louis County, Missouri, and that the results of said survey
and Consolidation Plat are shown hereon. 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 standards for Property Boundary Surveys for "Class Urban Property" as
defined in Chapter 16, Division 2030 Missouri Minimum Standards for Property Boundary
Surveys as adopted by the Missouri Board for Architects, Professional Engineers, Professional
Land Surveyors, and Landscape Architects.

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

By: Walter J. Pfeiffer
Walter J. Pfeiffer, Missouri P.L.S. No. 2008-000728

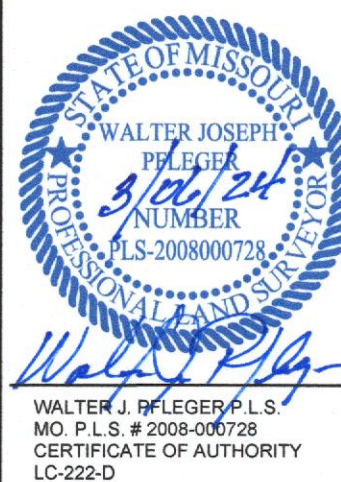
GENERAL NOTES

- 1) Stock and Associates Consulting Engineers, Inc. used exclusively St. Louis Title
Insurance Company, Informational Commitment No. STL2402573, with an effective
date of March 26, 2024 at 8:00 a.m. for research of easements and encumbrances.
No further research was performed by Stock and Associates Consulting Engineers, Inc.
- 2) Subject property is Zoned C8 Planned Commercial District Ord. No. 1617 &
6815.
- 3) Subject property lies within Flood Zone X (Areas of minimal flood hazard)
according to the National Flood Insurance Rate Map Number 29189C0164K with
and effective date of 02/04/2015.
- 4) Basis of Bearings: Missouri State Plane Coordinate System of 1983, East Zone,
Grid North.

PREPARED BY:

LOT CONSOLIDATION PLAT
ST. LOUIS COUNTY LIBRARY-SACHS BRANCH

16400 BURKHARDT PL.
CHESTERFIELD, MISSOURI



REVISIONS:

1 03/06/2025 - Revised per city
comment letter dated
3/04/2025

DRAWN BY: J.K.

CHECKED BY: W.J.P.

DATE: 01/07/25

JOB NO. 222-7316

M.S.D. P. # BASE MAP #

S.L.C. HAT # HAT S.U.P. #

M.D.N.R. #

SHEET TITLE:

LOT CONSOLIDATION
PLAT

SHEET NO.:

SHEET 1 OF 1

Memorandum

Department of Planning

To: Michael O. Geisel, City Administrator
From: Justin Wyse, Director of Planning *JW*
Date: March 17th, 2025



RE: **The Wedge:** A Boundary Adjustment Plat for the consolidation of four (4) parcels into one (1) parcel located south of the intersection of Chesterfield Airport Road and Olive Street Road.

Summary

The City of Chesterfield, on behalf of Energy Marketing 709 LLC, has submitted a Boundary Adjustment Plat to consolidate four (4) parcels into a single 5.04-acre tract of land. Figure 1 below depicts the layout of the existing parcels. Staff has reviewed the proposal and has no further comments.



Figure 1

BILL NO. 3539

ORDINANCE NO. 3326

AN ORDINANCE PROVIDING 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).

WHEREAS, the City of Chesterfield, on behalf of Energy Marketing 709 LLC, has submitted for review and approval a Boundary Adjustment Plat for four parcels totaling 5.04-acres zoned “PC” Planned Commercial; and,

WHEREAS, the purpose of said Boundary Adjustment Plat is to consolidate four (4) parcels into one (1) parcel to be known as The Wedge Consolidation Plat; and,

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

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

Section 1. The Boundary Adjustment Plat for The Wedge Consolidation Plat which is attached hereto as “Exhibit 1”, is hereby approved; the owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

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

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

Passed and approved this _____ day of _____, 2025.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

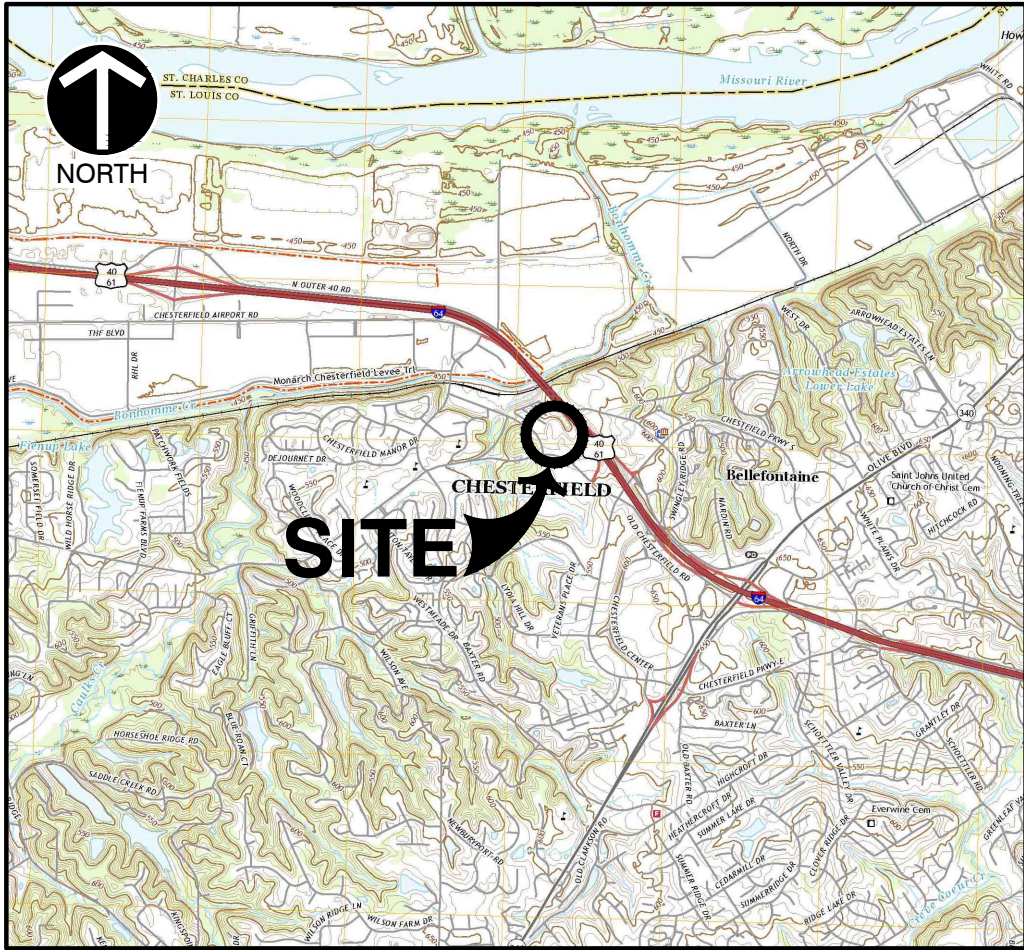
Vickie McGownd, CITY CLERK

FIRST READING HELD: 03/17/2025

C:\Users\barwinson\Desktop\Work FROM HOME\1327665101-DRAFT.dwg(PAGE 1) 15/02/13/2025 - barwinson - LP 2/13/2025 3:10 PM

THE WEDGE CONSOLIDATION PLAT

TRACTS OF LAND BEING LOT 2 OF MCGRATH PLAZA AND PART OF LOT 6 OF THE SUBDIVISION OF R. H. STEVENS FARM AND PART OF U. S. SURVEY 102, TOWNSHIP 45 NORTH - RANGE 3 EAST, ST. LOUIS COUNTY, MISSOURI



SITE USGS AND VICINITY MAP
U.S.G.S. 7.5 TOPOGRAPHIC MAP, "CHESTERFIELD" QUADRANGLE, "MO", DATED "2021"
SCALE 1" = 4000'

GENERAL NOTE ITEMS:

- A CURRENT TITLE COMMITMENT HAS NOT BEEN PROVIDED TO THE SURVEYOR, CEC INC HAS USED A TITLE FROM 2013 FOR REFERENCE OF THIS SURVEY.
- BASIS OF BEARING FOR THIS SURVEY IS MISSOURI EAST STATE PLANE. SITE WAS SCALED TO GROUND USING A GROUND SCALE FACTOR DERIVED FROM A CENTRAL POINT ON SITE USING TRIMBLE ACCESS SOFTWARE ON A TS67 DATA COLLECTOR. SAID POINT IS AT
LAT 38°32'43.47723"N
LONG 90°27'12.29920"W
HEIGHT 335.150'
GROUND SCALE FACTOR=1.0000824646
- UNLESS OTHERWISE NOTED, ALL DISTANCES DEPICT SURVEYED AND RECORD DATA BEARINGS ARE REPRESENTED IN MISSOURI EAST STATE PLANE BEARINGS.
(M) SURVEYED MEASUREMENT
(R) RECORDED MEASUREMENT DISTANCE PER TITLE DESCRIPTIONS IN OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT FILE NO 7541STL DATED 11-12-2013.
- BENCHMARK INFORMATION: MISSOURI DEPARTMENT OF NATURAL RESOURCES BENCHMARK SL-60A, DESCRIBED AS STANDARD MO DNR GRS DISK STAMPED "SL-40"
ELEVATION NAVD 1988 = 486.82
- THIS SURVEY HAS BEEN EXECUTED IN ACCORDANCE WITH THE CURRENT STANDARDS FOR PROPERTY BOUNDARY SURVEYS, 20 CSR 2030-16.010 AND THE RESULTS ARE SHOWN HEREON.
- THIS PROPERTY LIES WITHIN ZONE X SHADED (AREA WITH REDUCED FLOOD RISK DUE TO LEVEE) PER NATIONAL FLOOD HAZARD LAYER FIRMETTE NO. 29189C0145K, EFFECTIVE DATE 02/04/2015.
- CLASS OF PROPERTY - URBAN.
- TOTAL LAND AREA OF SURVEYED PROPERTY IS 219,553.98 SQUARE FEET OR 5.040 ACRES ±.

THIS IS TO CERTIFY THAT "THE WEDGE CONSOLIDATION PLAT" WAS APPROVED BY THE CITY COUNCIL FOR THE CITY OF CHESTERFIELD BY ORDINANCE NO. _____ ON THE _____ DAY OF _____, 2025 AND HEREBY AUTHORIZES THE RECORDING OF THE BOUNDARY CONSOLIDATION PLAT WITH THE OFFICE OF THE ST. LOUIS COUNTY RECORDER OF DEEDS.

BOB NATION, MAYOR

VICKI MCGOWND, CITY CLERK

SURVEYORS CERTIFICATION

THIS IS TO CERTIFY THAT WE HAVE DURING FEBRUARY 2025 AT THE REQUEST OF ENERGY MARKETING 709 LLC, EXECUTED A PROPERTY BOUNDARY SURVEY AND PREPARED A BOUNDARY CONSOLIDATION PLAT ON TRACTS OF LAND BEING LOT 2 OF MCGRATH PLAZA AND PART OF LOT 6 OF THE SUBDIVISION OF R. H. STEVENS FARM AND PART OF U. S. SURVEY 102, TOWNSHIP 45 NORTH - RANGE 3 EAST, ST. LOUIS COUNTY, MISSOURI. THIS SURVEY HAS BEEN EXECUTED IN ACCORDANCE WITH THE CURRENT STANDARD FOR PROPERTY BOUNDARY SURVEYS FOR RURAL PROPERTY.

FOR REVIEW AND COMMENT

DOUGLAS SCOTT TIEMANN, P.L.S. #2378
STATE OF MISSOURI
CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
CERTIFICATION/LICENSE NO. 2007031293

OWNERS CERTIFICATE - ENERGY MARKETING 709 LLC

THE UNDERSIGNED OWNER OF THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE HAS CAUSED SAID TRACT OF LAND TO BE CONSOLIDATED AS SHOWN ON THIS PLAT, WHICH CONSOLIDATION PLAT SHALL HEREAFTER BE KNOWN AS "THE WEDGE CONSOLIDATION PLAT".

THE UNDERSIGNED DESIGNATES THE EASEMENTS SHOWN AS ACCESS EASEMENTS FOR THE CROSS ACCESS AND GENERAL UTILITY EASEMENTS FOR THE PURPOSE OF SANITARY SEWERS, GAS LINES, WATER LINES, STORM SEWERS, ELECTRIC POWER LINES AND TELECOMMUNICATION LINES. THE ACCESS UTILITY EASEMENTS SHOWN ON THIS PLAT SHALL ALSO BE FOR THE USE OF INSTALLING MAINTAINING CABLE AND RELATED EQUIPMENT FOR THE TRANSMISSION OF TELECOMMUNICATION SERVICES, INCLUDING, WITHOUT LIMITATION, PEDESTALS. THE GRANTOR OF SAID EASEMENTS MUST APPROVE THE INSTALLATION TO ANY UTILITIES PRIOR TO ANY INSTALLATION OCCURRING.

ALL TAXES WHICH ARE DUE AND PAYABLE AGAINST THIS PROPERTY HAVE BEEN PAID IN FULL

IN WITNESS WHEREOF, WE HAVE SIGNED THE FOREGOING THIS ____ DAY OF _____, 20____

ENERGY MARKETING 709 LLC

BY: _____

NAME: _____

TITLE: _____

STATE OF MISSOURI)

COUNTY OF ST. LOUIS)

ON THIS ____ DAY OF _____, 20____, BEFORE ME, PERSONALLY APPEARED _____ WHO BY ME DULY SWORN DID SAY THAT HE OR SHE IS THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AS HIS OR HER FREE ACT AND DEED AND AS THE FREE ACT AND DEED OF THE FISHER FAMILY LIMITED PARTNERSHIP AS OWNERS OF THE PROPERTY DESCRIBED IN THE "THE WEDGE CONSOLIDATION PLAT".

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

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

IN WITNESS WHEREOF, WE HAVE SIGNED THE FOREGOING THIS ____ DAY OF _____, 20____

TITLE LAND DESCRIPTIONS:

PARCEL 1:
A TRACT OF LAND IN U. S. SURVEY 102, TOWNSHIP 45 NORTH, RANGE 3 EAST, IN ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT AN OLD STONE AT THE SOUTHWEST CORNER OF LOT 3 OF THE NICHOLAS MUELLER ESTATE; THENCE SOUTH 13 DEGREES 01 MINUTES 07 SECONDS EAST 515.83 FEET TO AN OLD STONE; SAID OLD STONE BEING THE POINT OF BEGINNING OF THE TRACT OF LAND HEREINAFTER DESCRIBED; THENCE NORTH 84 DEGREES 47 MINUTES 21 SECONDS EAST 75.73 FEET TO A POINT; THENCE SOUTH 05 DEGREES 12 MINUTES 39 SECONDS EAST 120.93 FEET TO A POINT ON THE NORTH LINE OF OLIVE STREET ROAD, 60 FEET WIDE; THENCE ALONG SAID NORTH LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 84 DEGREES 52 MINUTES 39 SECONDS WEST 98.74 FEET TO A POINT AND NORTH 84 DEGREES 30 MINUTES WEST 345.44 FEET TO A POINT; THENCE NORTH 76 DEGREES 36 MINUTES 23 SECONDS EAST 2.60 FEET TO A POINT ON THE WEST LINE OF A 0.49 ACRE TRACT; THENCE ALONG THE SAID WEST LINE, NORTH 05 DEGREES 29 MINUTES 53 SECONDS EAST 123.02 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE ALONG THE NORTH LINE OF SAID 0.49 ACRE TRACT SOUTH 84 DEGREES 30 MINUTES 07 SECONDS EAST 298.59 FEET TO A POINT; THENCE SOUTH 13 DEGREES 01 MINUTES 07 SECONDS EAST 18.70 FEET TO THE POINT OF BEGINNING; LESS AND EXCEPT THOSE PORTIONS THEREOF HERETOFORE CONVEYED TO THE PUBLIC, THE STATE OF MISSOURI, OR THE COUNTY OF ST. LOUIS, MISSOURI, OR HERETOFORE DEDICATED TO THE USE OF THE PUBLIC, THE STATE OF MISSOURI, OR THE COUNTY OF ST. LOUIS, AS AND FOR ROADWAYS OR RIGHT-OF-WAY; AND LESS AND EXCEPT THOSE PORTIONS THEREOF IN WHICH THE PUBLIC MAY HERETOFORE HAVE ACQUIRED PRESCRIPTIVE RIGHTS, AS AND FOR ROADWAYS OR RIGHT-OF-WAY.

PARCEL 2:
A TRACT OF LAND IN U. S. SURVEY 102, TOWNSHIP 45 NORTH, RANGE 3 EAST, IN ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:
BEGINNING AT A POINT ON THE SOUTH LINE OF HIGHWAY #40 (TRAFFIC RELIEF), 100.00 FEET WIDE, SAID POINT BEING DISTANT SOUTH 13 DEGREES 01 MINUTES 07 SECONDS EAST, 328.17 FEET FROM AN OLD STONE AT THE SOUTHWEST CORNER OF LOT 3 OF NICHOLAS MUELLER ESTATE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, EASTWARDLY ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 4,006.54 FEET, A DISTANCE OF 14.05 FEET TO A POINT; THENCE SOUTH 13 DEGREES 01 MINUTE 07 SECONDS EAST, 152.79 FEET TO A POINT; THENCE SOUTH 54 DEGREES 08 MINUTES 50 SECONDS EAST, 18.18 FEET TO A POINT; THENCE NORTH 84 DEGREES 47 MINUTES 21 SECONDS EAST, 74.12 FEET TO A POINT; THENCE SOUTH 01 DEGREES 23 MINUTES 49 SECONDS EAST, 139.39 FEET TO A POINT ON THE NORTH LINE OF OLIVE STREET ROAD, 60.00 FEET WIDE; THENCE ALONG SAID NORTH LINE, NORTH 84 DEGREES 52 MINUTES 39 SECONDS WEST, 12.00 FEET TO A POINT; THENCE NORTH 05 DEGREES 12 MINUTES 39 SECONDS WEST, 120.93 FEET TO A POINT; THENCE SOUTH 84 DEGREES 47 MINUTES 21 SECONDS WEST, 75.73 FEET TO A POINT; THENCE NORTH 13 DEGREES 01 MINUTE 07 SECONDS WEST, 186.66 FEET TO THE POINT OF BEGINNING; LESS AND EXCEPT THOSE PORTIONS THEREOF HERETOFORE CONVEYED TO THE PUBLIC, THE STATE OF MISSOURI, OR THE COUNTY OF ST. LOUIS, MISSOURI, OR HERETOFORE DEDICATED TO THE USE OF THE PUBLIC, THE STATE OF MISSOURI, OR THE COUNTY OF ST. LOUIS, AS AND FOR ROADWAYS OR RIGHT-OF-WAY; AND LESS AND EXCEPT THOSE PORTIONS THEREOF IN WHICH THE PUBLIC MAY HERETOFORE HAVE ACQUIRED PRESCRIPTIVE RIGHTS, AS AND FOR ROADWAYS OR RIGHT-OF-WAY.

PARCEL 4:
LOT 2 OF MCGRATH PLAZA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 325 PAGES 11 AND 12 OF THE ST. LOUIS COUNTY RECORDS, EXCEPTING THEREFROM, THAT PORTION OF SAID LOT 2, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
A TRACT OF LAND IN U. S. SURVEY 102, TOWNSHIP 45 NORTH, RANGE 3 EAST, IN ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:
BEGINNING AT A POINT ON THE SOUTHERN LINE OF HIGHWAY #40 (TRAFFIC RELIEF), 100.00 FEET WIDE, SAID POINT BEING DISTANT SOUTH 13 DEGREES 01 MINUTES 07 SECONDS EAST, 328.17 FEET FROM AN OLD STONE AT THE SOUTHWEST CORNER OF LOT 3 OF NICHOLAS MUELLER ESTATE; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE, EASTWARDLY ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 4,006.54 FEET, A DISTANCE OF 14.05 FEET TO A POINT; THENCE SOUTH 54 DEGREES 08 MINUTES 50 SECONDS EAST, 18.18 FEET TO A POINT; THENCE NORTH 87 DEGREES 05 MINUTES 02 SECONDS WEST, 24.90 FEET TO A POINT, SAID POINT BEING THE SOUTHEASTERN CORNER OF A TRACT OF LAND CONVEYED TO RAYMOND H. HANHARDT, TRUSTEE, BY DEED RECORDED IN DEED BOOK 7209 PAGE 294 OF THE ST. LOUIS COUNTY RECORDS; THENCE ALONG THE EASTERN LINE OF SAID HANHARDT TRACT NORTH 13 DEGREES 01 MINUTES 07 SECONDS WEST, 166.96 FEET TO THE POINT OF BEGINNING.

PARCEL 5:
PART OF LOT 6 OF THE SUBDIVISION OF R. H. STEVENS FARM, IN ST. LOUIS COUNTY, MISSOURI, ACCORDING TO A PLAT RECORDED IN PLAT BOOK 7 PAGE 37 OF THE RECORDS OF THE CITY (FORMER COUNTY) OF ST. LOUIS, MISSOURI, AND PART OF U. S. SURVEY 102, TOWNSHIP 45 NORTH, RANGE 3 EAST, DESCRIBED MORE PARTICULARLY AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE SOUTHERN LINE OF U. S. HIGHWAY 40, AS ESTABLISHED BY DEED RECORDED IN BOOK 1267 PAGE 282 OF THE ST. LOUIS COUNTY RECORDS (105 FEET WIDE), WITH THE EAST LINE OF A ROADWAY DESCRIBED IN A DEED RECORDED IN BOOK 63 PAGE 502 OF THE ST. LOUIS RECORDS; THENCE ALONG THE EAST LINE OF SAID ROADWAY SOUTH 12 DEGREES 07 MINUTES EAST 150.09 FEET TO A STONE; THENCE SOUTH 53 DEGREES 09 MINUTES 50 SECONDS EAST 18.19 FEET TO A STONE; THENCE ALONG THE NORTH LINE OF SAID ROADWAY NORTH 85 DEGREES 48 MINUTES EAST 74.92 FEET TO A STONE; THENCE ALONG THE EAST LINE OF SAID ROADWAY SOUTH 00 DEGREES 06 MINUTES 20 SECONDS WEST 138.95 FEET TO A STONE IN THE NORTH LINE OF OLIVE STREET ROAD (60 FEET WIDE); THENCE ALONG THE NORTH LINE OF OLIVE STREET ROAD SOUTH 83 DEGREES 23 MINUTES 20 SECONDS EAST 526.33 FEET; THENCE NORTH 20 DEGREES 40 MINUTES 20 SECONDS EAST 36.37 FEET TO THE SOUTH LINE OF SAID U. S. HIGHWAY 40 (105 FEET WIDE); THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID U. S. HIGHWAY 40, BEING ALONG THE ARC OF A CURVE WITH A RADIUS OF 4006.54 FEET, A DISTANCE OF 730.05 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THAT PORTION CONVEYED TO ST. LOUIS COUNTY, MISSOURI, FOR RIGHT-OF-WAY DEDICATION, ACCORDING TO THE INSTRUMENT RECORDED IN BOOK 10106 PAGE 2175.

CONSOLIDATED LAND DESCRIPTION:

A TRACT OF LAND BEING LOT 2 OF MCGRATH PLAZA AND PART OF LOT 6 OF THE SUBDIVISION OF R. H. STEVENS FARM AND PART OF U. S. SURVEY 102, TOWNSHIP 45 NORTH - RANGE 3 EAST, AS RECORDED IN DEED BOOK 20822 PAGE 849 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHERN MOST POINT OF SAID LOT 2 OF MCGRATH PLAZA, SAID POINT BEING AT THE EASTERN INTERSECTION OF THE EASTERN RIGHT OF WAY LINE OF OLIVE STREET ROAD RELOCATION AND THE SOUTHERN RIGHT OF WAY LINE OF CHESTERFIELD AIRPORT ROAD; THENCE EASTWARDLY ALONG THE SOUTHERN RIGHT OF WAY LINE OF SAID CHESTERFIELD AIRPORT ROAD ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 4006.54 FEET, AN ARC LENGTH OF 939.93 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 61°57'00" EAST 937.78 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE SOUTHERN RIGHT OF WAY LINE OF CHESTERFIELD AIRPORT ROAD AND THE WESTERN RIGHT OF WAY LINE OF WINGS OF HOPE BOULEVARD; THENCE SOUTHWARDLY ALONG THE WESTERN RIGHT OF WAY LINE OF SAID WINGS OF HOPE BOULEVARD SOUTH 21°26'08" WEST 36.37 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE WESTERN RIGHT OF WAY LINE OF WINGS OF HOPE BOULEVARD AND THE NORTHERN RIGHT OF WAY LINE OF OLIVE STREET ROAD; THENCE EASTWARDLY ALONG THE NORTHERN RIGHT OF WAY LINE OF OLIVE STREET ROAD THE FOLLOWING COURSES AND DISTANCES NORTH 82°37'32" WEST 47.67 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 62.00 FEET, AN ARC LENGTH OF 178.29 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 73°37'13" WEST 123.03 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 48.00, AN ARC LENGTH OF 22.32 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 36°51'28" WEST 22.12 FEET TO A POINT OF TANGENCY; THENCE NORTH 82°37'32" WEST 346.25 FEET; THENCE NORTH 83°08'57" WEST 70.74 FEET TO A POINT; THENCE NORTH 82°48'18" WEST 345.44 FEET; THENCE NORTH 82°29'00" WEST 68.05 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET, AN ARC LENGTH OF 116.23 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 54°44'08" WEST 111.74 FEET TO A POINT OF TANGENCY; THENCE NORTH 26°59'10" WEST 57.00 FEET; THENCE NORTH 18°00'50" EAST 44.35 FEET TO THE INTERSECTION OF THE NORTHERN RIGHT OF WAY LINE OF OLIVE STREET ROAD AND THE EASTERN RIGHT OF WAY LINE OF OLIVE STREET ROAD RELOCATION; THENCE NORTHWARDLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 990.78 FEET, AN ARC LENGTH OF 258.46 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 51°59'19" EAST 257.73 FEET TO A POINT OF TANGENCY; THENCE NORTH 44°30'59" EAST 35.86 FEET TO A POINT; THENCE NORTH 85°09'42" EAST 60.48 FEET TO THE POINT OF BEGINNING AND CONTAINING 219,553.98 SQUARE FEET OR 5.040 ACRES MORE OR LESS.

CONSOLIDATION PLAT

DRAWING NO.:

SV01

SHEET 1 OF 2

ENERGY PETROLEUM COMPANY

18423 OLIVE STREET ROAD
CHESTERFIELD, MO 63005

3000 Little Hills Expressway

Suite 102

St. Charles, MO 63301

Ph: 314.656.4566

www.cecinc.com

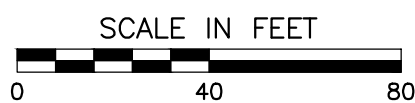


Civil & Environmental
Consultants, Inc.

REVISION RECORD

DESCRIPTION

NO. DATE



DRAWING NO.:

WING NO.:

Page 1 OF 1

[illegible]

OF 2

18423 OLIVE STREET ROAD
CHESTERFIELD, MO 63005



Ph: 314.656.4566
www.cecinc.com

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