



AGENDA
CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Tuesday, September 2, 2025
7:00 PM

- I. CALL TO ORDER** - Mayor Dan Hurt
- II. PLEDGE OF ALLEGIANCE** - Mayor Dan Hurt
- III. MOMENT OF SILENT PRAYER** - Mayor Dan Hurt
- IV. ROLL CALL** - City Clerk Vickie McGownd
- V. APPROVAL OF MINUTES** - Mayor Dan Hurt
 - A.** City Council Meeting Minutes - August 18, 2025
- VI. INTRODUCTORY REMARKS** - Mayor Dan Hurt
 - A.** Thursday, September 4, 2025 - Planning & Public Works (5:30pm)
 - B.** Monday, September 15, 2025 - City Council (7pm)
- VII. COMMUNICATIONS AND PETITIONS** - Mayor Dan Hurt
- VIII. APPOINTMENTS** - Mayor Dan Hurt
 - A.** Statutory Committee Reappointment - Police Personnel Board - Laura Houck
- IX. COUNCIL COMMITTEE REPORTS**
 - A. Planning and Public Works Committee – Chairperson Merrell Hansen, Ward IV**
 - 1. Bill No. 3554 – Chesterfield Commons East Stop Sign:** An ordinance amending Title III, Schedule V of the Chesterfield Municipal Code by adding a stop sign for traffic exiting Clock Tower Plaza at Chesterfield Commons East Drive. **(Second Reading) Planning & Public Works Committee recommended approval with a 4-0 vote.**

2. **Next Meeting - September 4, 2025 (5:30 PM)**

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

1. **Next Meeting - Not yet scheduled**

C. Parks, Recreation and Arts Committee – Chairperson Mary Ann Mastorakos, Ward II

1. **FGMA Professional Services Contract for Chesterfield Family Aquatic Center** – Recommendation to approve a contract with FGMA and authorize a budgetary transfer of \$596,000 from the Parks Fund - Fund Reserve. **(Roll Call Vote) Parks, Recreation & Arts Committee of Council recommends approval with a 3-1 vote.**

2. **Street Pole Banners** - The Parks, Recreation and Arts Committee recommended approval of the Street Pole banner designs by a 3 – 1 vote. New Banners are included in the 2025 budget, and if design is approved, staff will move forward with the procurement per City Policies. **(Voice Vote) Parks, Recreation & Arts Committee of Council recommends further discussion with a voice vote of 3-1.**

3. **Next Meeting - Not yet scheduled**

D. Public Health and Safety Committee – Chairperson Mary Monachella, Ward I

1. **Next Meeting - Not yet scheduled**

X. REPORT FROM THE CITY ADMINISTRATOR - Mike Geisel

A. Chesterfield Regional TIF: Intergovernmental Agreement with the Rockwood School District: An intergovernmental agreement between the City of Chesterfield and Rockwood School District detailing requirements for disbursement of funds from the Special Allocation Fund to Rockwood School District in accordance with State law and the approved Redevelopment Plan and Project. **(Roll Call Vote)**

XI. OTHER LEGISLATION

- A. **Proposed Resolution No. 512** - A resolution approving a memorandum of understanding by and between the City of Chesterfield, Missouri and the Monarch-Chesterfield Levee District for the purpose of completing phase VI of The Monarch-Chesterfield Levee Trail. **(Voice Vote)**
- B. **Bill No. 3557** - An ordinance of the City of Chesterfield, Missouri, designating the City as the developer of certain projects related to that portion of the redevelopment area designated as RPA 3 under the Chesterfield Regional Tax Increment Financing Redevelopment Plan & Project; authorizing certain actions relating thereto; and containing a severability clause. **(Second Reading) Planning Department recommends approval.**
- C. **Bill No. 3558 – West County YMCA:** An ordinance providing for the partial vacation of an easement located on a tract of land being part of “YMCA Boundary Adjustment Plat”, as recorded in Plat Book 360, Page 236 of the St. Louis County Records, in US Survey 415, Township 45 North – Range 4 East, City of Chesterfield, St. Louis County, Missouri. **(First & Second Readings) Planning Department recommends approval.**
- D. **Bill No. 3559 – Wildhorse Village & Downtown Chesterfield Special Business Districts – 2025 Tax Rate:** An ordinance levying and establishing the rate of annual taxes for Special Business Districts to be collected by the City of Chesterfield, Missouri, for the year 2025. **(First Reading) Planning Department 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.



RECORD OF PROCEEDING

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

AUGUST 18, 2025

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

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

A roll call was taken with the following results:

PRESENT

ABSENT

Mayor Dan Hurt
Councilmember Mary Monachella
Councilmember Barbara McGuinness
Councilmember Patricia Tocco
Councilmember Mary Ann Mastorakos
Councilmember Lane Koch
Councilmember Michael Moore
Councilmember Merrell Hansen
Councilmember Gary Budoor

APPROVAL OF MINUTES

The minutes of the August 4, 2025 City Council meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Koch, to approve the August 4, 2025 City Council minutes.

Councilmember Tocco made a motion, seconded by Councilmember McGuinness, to amend the August 4, 2025 City Council meeting minutes by removing Councilmember Koch's statement located on page 3. A voice vote was taken with a negative result (Councilmembers McGuinness and Tocco voted Aye) and Mayor Hurt declared the motion to amend failed.

Councilmember Tocco made a motion, seconded by Councilmember McGuinness, to amend the August 4, 2025 City Council meeting minutes by removing the words "due to competition" from Councilmember Koch's statement located on page 3. A voice vote was taken with a negative result (Councilmember Tocco voted Aye) and Mayor Hurt declared the motion to amend failed.

A voice vote was taken on the original motion to approve the August 4, 2025 City Council meeting minutes, with an affirmative result (Councilmember Tocco voted Nay) and Mayor Hurt declared the motion passed.

The minutes of the August 12, 2025 Public Information Meeting were submitted for approval. Councilmember Hansen made a motion, seconded by Councilmember Moore, to approve the August 12, 2025 Public Information Meeting minutes. A voice vote was taken with an affirmative result (Councilmember Tocco voted Nay) and Mayor Hurt declared the motion passed.

INTRODUCTORY REMARKS

Mayor Hurt announced that the next meeting of City Council is scheduled for Monday, September 2, at 7 p.m.

COMMUNICATIONS AND PETITIONS

Jeanne Tevlin, 16705 Chesterfield Farms Drive, spoke regarding the recognition of Chesterfield Citizens Environmental Advisory Committee's 20th Anniversary as a National Wildlife Federation Certified Community Wildlife Habitat.

Darcy Capstick, 2085 Baxter Road, spoke regarding the recognition of Chesterfield Citizens Environmental Advisory Committee's 20th Anniversary as a National Wildlife Federation Certified Community Wildlife Habitat.

The following individuals spoke regarding Bill No. 3553 (Proposed Property Acquisition):

- Wendy Geckeler read a statement on behalf of Mary Brown, 26 Chesterfield Lakes Road (supported)
- Barbara Briggs, 324 Cookshire Lane (supported)
- Bob Nation, 17669 Bridgeway Drive (opposed)
- Jim Regna, 2108 Fairway Bend Drive (opposed)
- Fred Steinbach, 237 S. Greentrails Drive (supported)
- McLeod Patton, 55 River Bend Court (opposed)

- Dave Hirschbuehler, 346 Woodcliffe Place Drive (opposed)
- Patty Vietmeier, 186 Kendall Bluff Court (opposed)
- Bob Clausen, 14751 Schoettler Grove Court (opposed)
- Dan Hubbard, 16420 Brandsford Point (opposed)
- Laura Lueking, 15021 Conway Road (opposed)
- Ben Murphy, 15696 Silverlake Court (opposed)
- Alan Keathley, 769 Stone Meadow Drive (opposed)
- Marjie Saiter, 644 Stonebrook Court (opposed)
- Ken Kott, 16869 Chesterfield Bluffs Circle (opposed)
- Tim Schoen, 1215 Walnut Hill Farm Drive (supported)
- Linda Green-Metzler, 352 Diplomat Lane (supported)
- Kim Hotze, 15950 Old Clarkson Road (supported)
- Cindy Blake, 1505 Walpole Drive (supported)
- Donald Flower, 16119 Walnut Hill Farm Drive (supported)
- Glenn Jamboretz, 422 Conway Meadows Drive (supported)
- David Banks, 1593 Yarmouth Point (supported)
- Ralph Canter, 15906 Picardy Crest Court (supported)
- Rob Rodermund, 17134 Surrey View Drive (supported)

APPOINTMENTS

There were no appointments on the agenda for this meeting.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning & Public Works Committee

Bill No. 3554 Amends Title III, Schedule V of the Chesterfield Municipal Code by adding a stop sign for traffic exiting Watch Tower Plaza at Chesterfield Commons East Drive. **(First Reading) Planning & Public Works Committee recommends approval**

Councilmember Merrell Hansen, Chairperson of the Planning & Public Works Committee, made a motion, seconded by Councilmember Monachella, for the first reading of Bill No. 3554. A voice vote was taken with a unanimous affirmative result and Mayor Hurt declared the motion passed. Bill No. 3554 was read for the first time.

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

Finance & Administration Committee

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

Parks, Recreation & Arts Committee

Councilmember Mary Ann Mastorakos, Chairperson of the Parks, Recreation & Arts Committee, made a motion, seconded by Councilmember Moore, to approve a proposed resolution authorizing the City of Chesterfield to apply for a Municipal Parks Grant in round 26 for replacement of athletic field lights at the Chesterfield Valley Athletic Complex. A roll call vote was taken with the following results: Ayes – McGuinness, Budoor, Moore, Mastorakos, Koch, Tocco, Monachella and Hansen. Nays – None. Mayor Hurt declared the motion passed. The successful resolution became Chesterfield Resolution No. 511.

Councilmember Mastorakos announced that the next meeting of this Committee is scheduled for Tuesday, August 19, at 4:00 p.m.

Public Health & Safety Committee

Councilmember Mary Monachella, Chairperson of the Public Health & Safety Committee, indicated that there were no action items scheduled on the agenda for this meeting.

Councilmember Moore made a motion, seconded by Councilmember Budoor to amend the agenda to address items under the “Other Legislation” portion of the agenda before addressing items under the “Report from the City Administrator” portion of the agenda. A voice vote was taken with a unanimous affirmative result and Mayor Hurt declared the motion passed.

OTHER LEGISLATION – moved forward on the agenda

Bill No. 3552	Re-adopts the procedure established in Ordinance No. 605 of the City of Chesterfield as the procedure for disclosure of conflicts for certain municipal officials. (Second Reading)
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Councilmember Budoor made a motion, seconded by Councilmember Moore, for the second reading of Bill No. 3552. A voice vote was taken with a unanimous affirmative result and Mayor Hurt declared the motion passed. Bill No. 3552 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3552 with the following results: Ayes – Monachella, Hansen, Tocco, McGuinness, Mastorakos, Koch, Moore and Budoor. Nays – None. Mayor Hurt declared Bill No. 3552 approved, passed it and it became **ORDINANCE NO. 3342.**

Bill No. 3553	Authorizes the City Administrator to execute a real estate purchase and sale agreement for properties located at 16150, 16290, and 16301 Main Circle Drive. (Second Reading)
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Councilmember Koch made a motion, seconded by Councilmember Moore, for the second reading of Bill No. 3553.

Councilmember McGuinness made a motion, seconded by Councilmember Tocco, to amend the motion by instructing staff to set up a ballot issue asking the citizens of Chesterfield to vote on the acquisition of the Main Circle Drive property. A roll call vote was taken with the following results: Ayes – Tocco and McGuinness. Nays – Moore, Monachella, Budoor, Hansen, Koch and Mastorakos. Mayor Hurt declared the motion to amend failed.

Councilmember Tocco made a motion, seconded by Councilmember McGuinness, to amend the motion by postponing the purchase of the Main Circle Drive property, indefinitely. A voice vote was taken with a negative result (Councilmembers Tocco and McGuinness voted Aye) and Mayor Hurt declared the motion to amend failed.

A voice vote was taken on the original motion, with an affirmative result (Councilmembers Tocco and McGuinness voted Nay) and Mayor Hurt declared the motion passed. Bill No. 3553 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3553 with the following results: Ayes – Moore, Monachella, Hansen, Koch, Budoor and Mastorakos. Nays – McGuinness and Tocco. Mayor Hurt declared Bill No. 3553 approved, passed it and it became **ORDINANCE NO. 3343**.

Bill No. 3555 Provides for the approval of a Boundary Adjustment Plat for two tracts of land, totaling 13.08 acres, consisting of parcels at 13426 Olive Blvd. and 13416 Olive Blvd., located south of Olive Blvd. (16Q311945 and 16Q311936). **(First & Second Readings)**
Planning Department recommends approval

Councilmember Monachella made a motion, seconded by Councilmember Moore, for the first and second readings of Bill No. 3555. A voice vote was taken with a unanimous affirmative result and Mayor Hurt declared the motion passed. Bill No. 3555 was read for the first and second time. A roll call vote was taken for the passage and approval of Bill No. 3555 with the following results: Ayes – Budoor, Hansen, Tocco, Koch, McGuinness, Monachella, Moore and Mastorakos. Nays – None. Mayor Hurt declared Bill No. 3555 approved, passed it and it became **ORDINANCE NO. 3344**.

Bill No. 3556 Provides for the approval of a Boundary Adjustment Plat for a 7.31 acre tract of land, consisting of lots 26 and 27 of the Spirit Trade Center subdivision, located west of Trade Center Boulevard (17V320200 and 18V640060). **(First & Second Readings)**
Planning Department recommends approval

Councilmember Hansen made a motion, seconded by Councilmember Moore, for the first and second readings of Bill No. 3556. A voice vote was taken with a unanimous affirmative result and Mayor Hurt declared the motion passed. Bill No. 3556 was read

for the first and second time. A roll call vote was taken for the passage and approval of Bill No. 3556 with the following results: Ayes – McGuinness, Mastorakos, Hansen, Monachella, Budoor, Tocco, Koch and Moore. Nays – None. Mayor Hurt declared Bill No. 3556 approved, passed it and it became **ORDINANCE NO. 3345**.

Bill No. 3557 Designates the City as the developer of certain projects related to that portion of the redevelopment area designated as RPA 3 under the Chesterfield Regional Tax Increment Financing Redevelopment Plan & Project; authorizing certain actions relating thereto; and containing a severability clause. **(First Reading) Planning Department recommends approval**

Councilmember Monachella made a motion, seconded by Councilmember Moore, for the first reading of Bill No. 3557. A voice vote was taken with an affirmative result (Councilmembers Tocco and McGuinness voted Nay) and Mayor Hurt declared the motion passed. Bill No. 3557 was read for the first time.

REPORT FROM THE CITY ADMINISTRATOR

Councilmember Moore made a motion, seconded by Councilmember Monachella, to approve the proposed amendment to the existing 2020 agreement with the City's financial advisor, Piper Sandler, providing professional services associated with lease purchase financing for acquisition of real estate at 16150, 16290 and 16301 Main Circle Drive. A roll call vote was taken with the following results: Ayes – Mastorakos, Budoor, Koch, Hansen, Monachella and Moore. Nays – McGuinness and Tocco. Mayor Hurt declared the motion passed.

Councilmember Budoor made a motion, seconded by Councilmember Moore, to authorize the City Administrator to execute a change order with M&H Concrete in an amount not to exceed \$259,972. A roll call vote was taken with the following results: Ayes – McGuinness, Tocco, Mastorakos, Hansen, Budoor, Monachella, Moore and Koch. Nays – None. Mayor Hurt declared the motion passed.

Councilmember Moore made a motion, seconded by Councilmember Hansen, to temporarily suspend (pause) work pertaining to the Central Park Master Plan update. A voice vote was taken with a unanimous affirmative result and Mayor Hurt declared the motion passed.

Councilmember Moore made a motion, seconded by Councilmember Koch, to approve renewal of the City's annual agreement for Governmental Relations Services with Gamble & Schlemeier, LTD, at the current level of services, in the amount of \$40,000 per year. A roll call vote was taken with the following results: Ayes – Hansen, Monachella, Koch, Moore, Tocco, Budoor, Mastorakos and McGuinness. Nays – None. Mayor Hurt declared the motion passed.

OTHER LEGISLATION

Items under “Other Legislation” were acted upon after “Council Committee Reports and Associated Legislation” on the agenda.

UNFINISHED BUSINESS

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

NEW BUSINESS

There was no new business.

ADJOURNMENT

There being no further business to discuss, Mayor Hurt adjourned the meeting at 9:52 p.m.

Mayor Dan Hurt

ATTEST:

Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____



DATE: August 20, 2025
TO: Michael O. Geisel, City Administrator
FROM: Vickie McGownd, City Clerk *nm*
SUBJECT: Statutory Committee Re-Appointment

Mayor Hurt intends to nominate the following individual for re-appointment at the September 2, 2025 City Council meeting:

Police Personnel Board

Laura Houck
15861 Cedarmill Drive
Chesterfield, MO 63017
636-537-2026 – h
314-520-3171 – c
l.j.houck@hotmail.com
Ward III
New term expires 10/5/28

I have attached bio information provided at the time of Ms. Houck's appointment to this committee in 2016, for reference.

Please add this re-appointment to the September 2 City Council agenda.

Laura Houck

15861 Cedarmill Drive, Chesterfield, Missouri 63017
Home: 636-537-2026 – Cell: 314-520-3171 – l.j.houck@hotmail.com

Personal Summary

Long term resident of Chesterfield, Missouri who is an accomplished mother and active volunteer with previous managerial experience. Looking to provide support to my city's government as a member of the Police Board.

Skills

- Supervision of personnel
- Problem resolution capability
- Strong clinical judgement
- Active volunteer
- Raised three children

Work History

07/1978 to 05/1981 **Assistant Head Nurse**
Holmes Hospital – Cincinnati, Ohio
Managed nursing staff for medical-surgical floor. Also assumed patient care responsibilities.

2005 to 2007 **RN Services**
Provided home care nursing services to homebound patients.

Volunteer Activities

1988 to 1991 **Head Cub Scout Den Leader**, Highcroft Ridge Elementary School

1988 to 1995 **Head Volleyball Coach**, Ascension Parish

1990 to 1994 **Head Girl Scout Troop Leader**, Chesterfield, Missouri

1992 to 1997 **Head Volleyball Coach**, Ascension Parish

1992 to 1994 **Manager of Baxter Ridge Swim Team**

1992 to 1994 **Assistant Softball Coach**, Ascension Parish

1996 to 1997 **Vice President, Highcroft Ridge Elementary School Parent-Teacher Organization**

1997 to 1998 **President, Highcroft Ridge Elementary School Parent-Teacher Organization**

1998 **Leader of effort to install Baxter Ridge-Cedarmill stop light**

2015 to Present **Member - Chesterfield Committee for the Environment**

Education

1978 **BSN: Nursing**
Sigma Theta Tau Nursing Honor Society
University of Cincinnati College of Nursing – Cincinnati, Ohio



RECORD OF PROCEEDING

MEETING OF THE PLANNING AND PUBLIC WORKS COMMITTEE CHESTERFIELD CITY HALL 690 CHESTERFIELD PARKWAY WEST CONFERENCE ROOM 101

August 21, 2025

Chairperson Hansen called the meeting to order at 5:30 p.m.

PRESENT

Mayor Dan Hurt – arrived at 5:43pm
Chairperson Merrell Hansen, Ward IV
Council Committee Member Mary Monachella, Ward I
Council Committee Member Mary Ann Mastorakos, Ward II
Councilmember Lane Koch, Ward III
Justin Wyse, Director of Planning
Isaak Simmers, Planner
Theresa Barnicle, Executive Assistant
Andy Cohen, Applicant
Eric Hilleman, Trustee

ABSENT

APPROVAL OF MINUTES

Councilmember Koch made a motion, seconded by Councilmember Mastorakos, to approve the August 7, 2025 Planning and Public Works Committee Meeting Minutes. Councilmember Monachella made a motion to approve the minutes with the amendment located on page 1 in the Annual Pavement Condition Report. In this section, it was noted that the word *trinomial* should be corrected to *quadrinomial*. Councilmember Koch seconded the motion, and a vote was taken with a unanimous affirmative result (4-0), therefore the amended motion was declared passed.

P.Z. 04-2025 Trails West Village of Green Trails Lot 290-B (Kennerly Custom Homes)

City Planner Isaak Simmers introduced this request to rezone a 3.08-acre tract of land from “NU” Non-Urban District to “E-1 AC” Estates District (one-acre minimum). He explained this rezoning is proposed in anticipation of a lot split of Lot 290-B of the Trails West Village of Green Trails Subdivision into two (2) separate parcels.

A Public Hearing was held on August 11, 2025, in which the Planning Commission moved to recommend approval of the petition as presented. The motion passed with a vote of 7 to 0.

The committee discussed concerns related to the shared driveway and maintenance, as well as ensuring the property remained legally tied to Green Trails and Ladue Woods and in addition to obtaining HOA approval.

Planning Director Justin Wyse, clarified the proposal for a new driveway and easement would require the petitioner to coordinate with the neighbor on the cross-access agreement, and confirmed that legal descriptions and easements would be reviewed by the City prior to approval of the Lot Split.

The applicant offered to widen and improve the existing driveway and ensured the committee that he was actively working with neighbors to conceptualize a plan that all parties would be agreeable to.

Councilmember Koch made a motion, seconded by Councilmember Mastorakos, to recommend approval of P.Z. 04-2025 Trails West Village of Green Trails Lot 290-B (Kennerly Custom Homes) and forward to City Council. A voice vote was taken with a unanimous affirmative result (4-0), and the motion was declared passed.

UNFINISHED BUSINESS

There was no new business.

ADJOURNMENT

The meeting was adjourned at 5:56 p.m.

Respectfully submitted:

Justin Wyse
Director of Planning

Theresa Barnicle
Executive Assistant

Date Approved: _____

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE III, SCHEDULE V OF THE CHESTERFIELD MUNICIPAL CODE BY ADDING A STOP SIGN FOR TRAFFIC EXITING CLOCK TOWER PLAZA AT CHESTERFIELD COMMONS EAST DRIVE.

WHEREAS, the City of Chesterfield Engineering Staff has conducted an engineering review of the traffic control devices in and around Chesterfield Commons; and,

WHEREAS, the intersection of Chesterfield Commons East Drive and Commons Frontage Road / Clock Tower Plaza currently lacks a stop sign for westbound traffic; and

WHEREAS, the City Engineer has reviewed this matter and found the installation of an additional stop sign to be in conformance with the regulations contained within the Manual of Uniform Traffic Control Devices; and,

WHEREAS, the Planning and Public Works Committee, having considered said request, recommended approval of the installation of stop sign on both sides of Chesterfield Commons East Drive at Commons Frontage Road / Clock Tower Plaza;

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

Section 1. Title III, Schedule V of the Chesterfield Municipal Code as it relates to Stop Signs is hereby amended as follows:

Intersection

Chesterfield Commons East
Road and Commons Frontage
Road / Clock Tower Plaza

Traffic on Highway, Road, Street or Alley

Listed below shall Stop

Commons Frontage Road (eastbound)
Clock Tower Plaza (westbound)

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

Passed and approved this _____ day of _____, 2025.

PRESIDING OFFICER

Dan Hurt, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD:



RECORD OF PROCEEDING

MEETING OF THE PARKS, RECREATION & ARTS COMMITTEE OF COUNCIL CHESTERFIELD CITY HALL 690 CHESTERFIELD PARKWAY WEST CONFERENCE ROOM 101

August 19, 2025

Chairperson Mastorakos called the meeting to order at 4:00 p.m.

PRESENT

Chairperson Mastorakos, Ward II
Council Committee Member McGuinness, Ward I
Council Committee Member Koch, Ward III (proxy for Councilmember Moore)
Council Committee Member Hansen, Ward IV
Councilmember Tocco, Ward II
Parks, Recreation & Arts Director, Wayne Dunker
Parks, Recreation & Arts Superintendent, Kari Johnson
Parks, Recreation & Arts Office Coordinator, Ann-Marie Stagoski
Darren Bevard, Counsilman-Hunsaker
Rod Wright, Discovery Works
David Kehm, FGMA
resident

APPROVAL OF MINUTES

Councilmember Hansen made a motion, seconded by Councilmember McGuinness, to approve the August 11, 2025 Parks, Recreation and Arts Committee Meeting Minutes. A vote was taken with a unanimous affirmative result (4,0), and the motion was declared passed.

FGMA PROFESSIONAL SERVICES CONTRACT FOR THE CHESTERFIELD FAMILY AQUATIC CENTER

Councilmember Mastorakos stated that the Parks aquatic center study that was completed in a few years ago indicated that residents wanted an aquatic

center. City Council then directed the Parks Department to investigate replacement. If a bond issue is needed, it could possibly go on the November 2026 ballot.

Director Dunker stated that per the direction of the Committee he double-checked references for FGMA. Individual references can also be found in the packet. He called three references and received all positive recommendations. O'Fallon, Illinois built a pool which opened in June and they were very happy with FGMA's services. Mt. Vernon, Illinois used FGMA about 10 years ago and they are using them again for a recreation center. Farmington, Missouri used the services of FGMA about 10-12 years ago for outdoor pool improvements and then again, a couple years ago, for improvements at their outdoor pool and indoor pools. In addition, Farmington is getting ready to use FGMA for improvements to a fire station, library, and police station.

Discussion included the age of the current aquatic center (built in 1997) as well as what the expected life cycle of an aquatic center should be and it was stated 30-50 years, depending on variables. While pools typically don't make money they can be programmed with that goal in mind. Director Dunker stated that most often municipal pools are considered a service to the community. The Committee stated they would like the new pool to break even or turn a small profit.

One of the goals of the process involved in the contract is to investigate financing options with public engagement helping to uncover what residents are willing to support. The contract with FGMA would take the process through the financing/ballot (if needed) phase. If a new aquatic center is approved by voters, a new contract would be issued to build the new aquatic center.

The process would begin with a Needs Analysis uncovering what amenities residents desire as well as what planning principles Council had regarding whether the facility should be a revenue neutral or a revenue making facility. Then options would be presented to the community to get input. Options presented would include pricing details, including the option of demolishing the current aquatic center and returning the area to park green space.

The current aquatic facility loses over \$200,000 per year. A question was asked regarding how long equipment should last. It was noted that filters have about a 15-year warranty, fiberglass tanks can last 30 years, pump motors have 1-2 year warranty. Mr. Bevard suggested a "sinking fund" contribution. It was also noted that operations costs would be greatly reduced with a new aquatic center.

Many ideas would be explored including opening the concession stand to the park as well as the pool.

Currently the Department analyzes pool pricing with neighboring community pools, as well as staffing salaries and concession prices. There are facilities who adjust pricing in real time considering outdoor temperatures and other factors.

Experience has shown April is generally the worst time to put large projects on a ballot. Mr. Wright stated that “Doing it once and doing it right is better than picking the right election day.”

Staff recommend the Committee approve the contract and transfer \$596,000 from Parks Fund, Fund Reserve and move the contract to full Council.

Councilmember Mastorakos made a motion, seconded by Councilmember Koch, to approve the recommendation of staff and approve the contract with FGMA to seek professional design, to develop concept plans, to develop construction plans, estimates, scheduling and provide construction services and move the FGMA contract on to full council. It was requested that FGMA team representatives attend the work session prior to the next council meeting on September 2, to answer questions other council members may have. A vote was taken with an affirmative result (3-1) with Councilmember McGuinness dissenting, and the motion was declared passed.

UNFINISHED BUSINESS

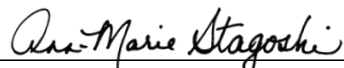
No unfinished business.

ADJOURNMENT

The meeting was adjourned at 5:16 p.m.

Respectfully submitted:


Wayne Dunker
Director of Parks, Recreation & Arts


Ann-Marie Stagoski
Office Coordinator

Approved: _____



Memorandum

To: Mike Geisel, City Administrator

From: Wayne Dunker, Parks, Recreation & Arts Director *Wayne Dunker*

Date: 8/25/25

Subject: Chesterfield Aquatic Facility Replacement Proposal

As approved and directed by City Council, City Staff solicited proposals for the public engagement and development of aquatic facility concept plans as previously described in the “strategy” document.

In March, staff sent out a Request for Proposals (RFP) for public engagement, design services, cost estimating, and financing recommendations for the ultimate replacement\reconstruction of the Chesterfield Family Aquatic Center. Seven proposals were submitted, a short list created, and subsequently three finalist teams were shortlisted and interviewed. Based upon our collective interviews and scoring, we subsequently negotiated a scope of work and fee estimate with FGM Architects (FGMA), as the most qualified to perform the required professional services as detailed in the attached documents.

On August 11, the PRA Committee of Council reviewed the FGMA proposal with staff. After a review of the proposal and a lengthy discussion, the Committee requested that the firm’s references be called by staff and asked for the scoring criteria that were used to select the firm. The Committee then made the recommendation to hold the proposal until references had been called, and the scoring criteria could be reviewed by the Committee. In addition, the Committee asked if representatives from FGMA and Counsilman-Hunsaker could attend the next PRA Committee of Council meeting to answer any questions. In preparation for the next PRA Committee of Council meeting on August 19, I included the scoring criteria document and FGMA’s initial project proposal in the meeting packet. Representatives from the FGMA’s team attended the PRA Committee of Council meeting on August 19 and answered many questions from the Committee. At that meeting I was also able to provide the Committee with positive reference check information for FGMA. The Committee made a recommendation to move the proposal to full Council at their meeting on September 2 and asked if representatives from FGMA’s team could attend the Work Session meeting to answer any questions.

Action Recommended

Staff recommend that this action item be forwarded to the full Council for their review and recommendation on September 2nd. If the City Council concurs, they should authorize the City Administrator to execute a contract with FGM Architects at which time a budget amendment will be made from Parks Fund, Fund Reserve in the amount of \$596,000. This agreement is fully consistent with the approved strategy, which is also attached for your convenience and reference. This scope of services will progress through the public engagement process, produce multiple alternatives, also consider a “remove and restore alternative”, provide cost estimates, and provide advice as to how the City would finance the project.

At the present time, it is anticipated that the existing aquatic facility will be taken out of service in August 2027. If Council approves the replacement and if financing is successful, the new facility could open midsummer of 2028.



Memorandum

To: Mike Geisel, City Administrator

From: Wayne Dunker, Director of Parks, Recreation & Arts

Date: 8/25/25

Subject: Street Pole Banner Replacement Designs

A handwritten signature in black ink that reads "Wayne Dunker".

The 2025 approved budget includes \$31,500 to fabricate replacement street pole banners on Chesterfield Parkway West. Earlier this year a street pole banner replacement team was developed consisting of several departments to redesign the street pole banners on Chesterfield Parkway. The team developed banners to reflect the character of our community while enhancing the visual appeal of this key corridor. As part of our ongoing efforts to maintain and improve the City's streetscape, the current banners are due to be replaced. Funds have been allocated in the current year's budget, specifically for this purpose.

An initial banner design was reviewed at the July 21 Parks, Recreation and Arts Committee of Council meeting. Edits, comments and suggestions from that meeting included changes to the font, color palette and photo revisions and those were incorporated into a new proposed design. The edits and suggestions from the July 21 meeting were implemented and presented at the August 11 Parks, Recreation and Arts Committee of Council meeting. Edits and suggestions from the August 11 meeting included photo revisions and eliminating a small logo in the "parks" banner. The Committee agreed to move the banner designs, with changes noted above, to full Council on September 2.

I recommend that the banner designs be forwarded to the full City Council for acceptance. If accepted, staff will create bid specifications to have the banners produced. At an upcoming Council meeting I will be asking for Council's authorization to purchase the banners.

EXPLORE



Committed to
EXCELLENCE



HONOR

EDUCATE



Committed to
EXCELLENCE



THRIVE

PLAY



CONNECT

Committed to
EXCELLENCE

PARKS



Committed to
EXCELLENCE

RELAX



SAFETY



Committed to
EXCELLENCE

ENTERTAIN



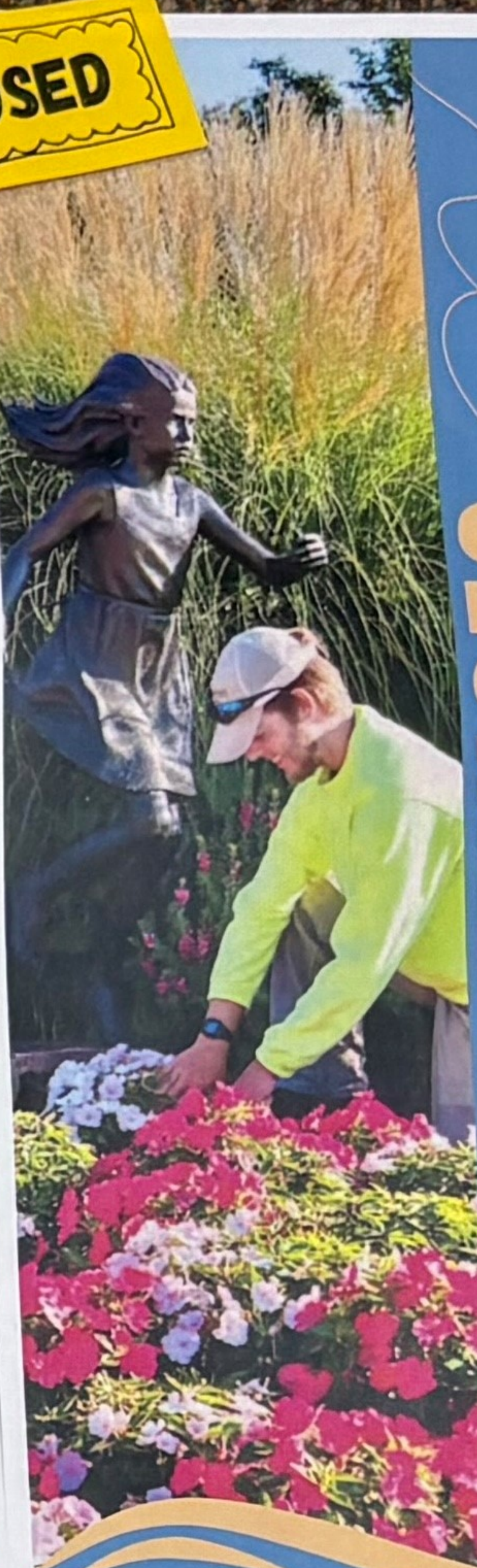
COMMUNITY



Committed to
EXCELLENCE

PROPOSED

SERVICES



SERVICES

Committed to
EXCELLENCE



Memorandum

To: Wayne Dunker, Parks, Recreation & Arts Director

From: Kari Johnson, Superintendent of Recreation

Date: 8/7/25

Subject: Street Pole Banner Replacement Designs

A team was developed by members of each department to redesign the street pole banners on Chesterfield Parkway. Staff have developed banners to reflect the character of our community while enhancing the visual appeal of this key corridor.

As part of our ongoing efforts to maintain and improve the city's streetscape, the current banners are due to be replaced. Funds have been allocated in the current year's budget specifically for this purpose. An initial design was reviewed at the July 21 Parks, Recreation and Arts Committee of Council meeting. The edits, comments and suggestions from that meeting were incorporated into the current proposed design. Attached are the proposed banner design and supporting visuals for your review.

We are requesting the Park, Recreation and Arts Committee of Council to accept the new design and bring the design forward for consideration at the upcoming City Council meeting.



Memorandum

To: Mike Geisel, City Administrator

From: Wayne Dunker, Director of Parks, Recreation & Arts *Wayne Dunker*

Date: 7/17/2025

Subject: Street Pole Banner Replacement

As part of the City's ongoing efforts to maintain and improve its streetscape, the street pole banners on Chesterfield Parkway are due for replacement. Funds have been allocated in the current year's budget, specifically for this purpose. A team of staff from several City departments was developed to redesign the street pole banners. Staff developed the banners to reflect the character of the community, while enhancing the visual appeal of the Parkway. Attached are the proposed banner design and supporting visuals for your review. We request the Parks, Recreation and Arts Committee of Council to accept the new design.

Should you have any questions or require further information, please advise.

Please forward to the Parks, Recreation and Arts Committee of Council for their review of the designs prior to engaging with vendors to obtain competitive pricing.

Mike Geisel 2025-7-18

EDUCATE



CITY OF

CHESTERFIELD

MISSOURI



GET
CONNECTED

Committed to
EXCELLENCE

EXPLORE



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THREE

Committed to
EXCELLENCE

COMMUNITY



CITY OF

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SERVICES

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PARKS



CITY OF

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RELAX

Committed to
EXCELLENCE

SAFETY



CITY OF
CHESTERFIELD
MISSOURI



MAINTAIN

Committed to
EXCELLENCE

PLAY



CITY OF

CHESTERFIELD

MISSOURI

The below designs were originally presented at the last meeting with a few tweaks in colors to showcase some variations that will be discussed in the meeting.



HONOR

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EXCELLENCE

EDUCATE



CITY OF

CHESTERFIELD

MISSOURI



RELAX

Committed to
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Tree Services

Committed to
EXCELLENCE

EXPLORE



CITY OF

CHESTERFIELD

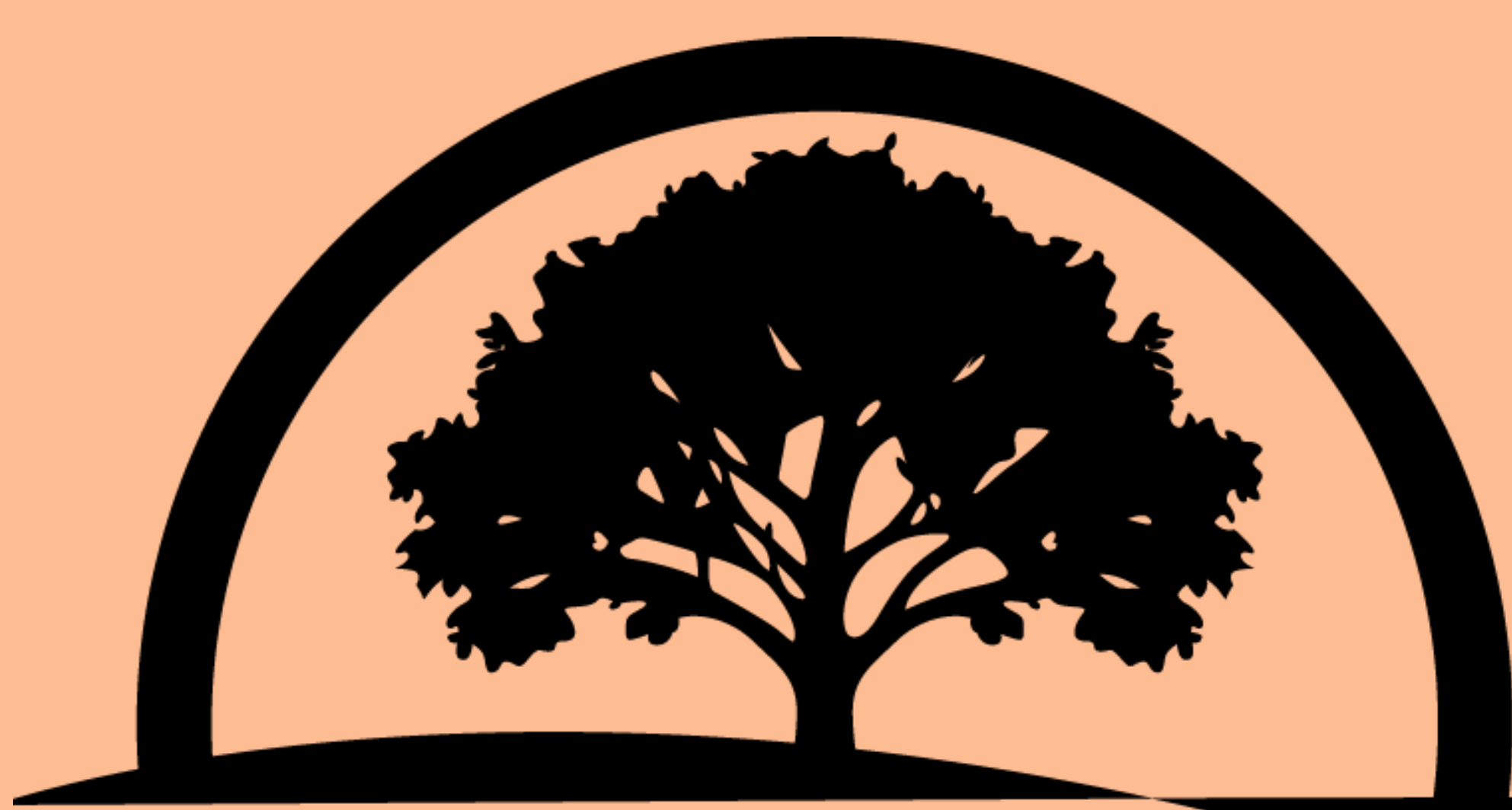
PARKS, RECREATION & ARTS



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Committed to
EXCELLENCE

ENTERTAIN



CITY OF

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Committed to
EXCELLENCE

SAFETY



CITY OF
CHESTERFIELD
MISSOURI



HONOR

Committed to
EXCELLENCE

PLAY



CITY OF

CHESTERFIELD

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PARKS

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ROCKWOOD SCHOOL DISTRICT REIMBURSEMENT AGREEMENT

This Rockwood School District Reimbursement Agreement (this “**Agreement**”) is entered into as of the 7th day of August, 2025, by and between the **ROCKWOOD SCHOOL DISTRICT** (“**Rockwood**”) and the **CITY OF CHESTERFIELD, MISSOURI** (the “**City**”).

RECITALS

A. The City Council of the City (the “**City Council**”) duly formed the Tax Increment Financing Commission of the City of Chesterfield, Missouri (the “**TIF Commission**”), in accordance with the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 through 99.868 of the Revised Statutes of Missouri, as amended (the “**TIF Act**”), and empowered the TIF Commission to conduct business and exercise its powers as authorized by the TIF Act.

B. Staff and consultants of the City prepared a plan for redevelopment titled “Chesterfield Regional Tax Increment Financing Redevelopment Plan and Project” dated October 21, 2022, as revised and amended and on file with the City Clerk (the “**Redevelopment Plan**”), for an area including approximately 216.39 acres of real property generally bounded by Wild Horse Creek Road and South Outer 40 Road to the north, Clarkson Road to the east, Chesterfield Parkway to the south and a riparian corridor to the west (the “**Redevelopment Area**”), which Redevelopment Area is more fully described in the Redevelopment Plan.

C. The Redevelopment Plan divides the Redevelopment Area into multiple redevelopment project areas (each, an “**RPA**”), specifically, RPA 1-A, RPA 1-B, RPA 1-C, RPA 1-D, RPA 2, and RPA 3.

D. The Redevelopment Plan envisions multiple projects across the RPAs (as further described in the Redevelopment Plan, the “**Redevelopment Project(s)**”), with each RPA being redeveloped for a mix of uses, including residential, retail, commercial, and public gathering spaces (as further described in the Redevelopment Plan).

E. After all proper notice was given, the TIF Commission held a public hearing in conformance with the TIF Act that commenced on November 1, 2022 and was closed on November 21, 2022, at which the TIF Commission received comments from all interested persons and affected taxing districts relative to the Redevelopment Area, the Redevelopment Plan, and the Redevelopment Projects (as defined and described within the Redevelopment Plan).

F. On November 21, 2022, by majority vote, the TIF Commission passed a resolution to recommend that the City Council, among other things, adopt an ordinance in the form required by the TIF Act.

G. On December 14, 2022, after due consideration of the TIF Commission’s recommendations, the City Council adopted Ordinance No. 3417 that, among other things, designated the Redevelopment Area as a “redevelopment area” as provided in the TIF Act, approving the Redevelopment Plan, and designating the RPAs.

H. Pursuant to the TIF Act, the tax increment financing for each RPA commences upon adoption of an ordinance adopting such tax increment financing within the applicable RPA (each an “**Activation Date**”).

I. The parties agree that Rockwood is entitled to receive an equitable and adequate amount of reimbursement for its portion of the verified School District Capital Costs (as defined below) to support its mission to provide an excellent level of education to its students.

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:

1. **Definitions.** As used in this Agreement, the following words and terms shall have the following meanings:

“Certificate of Reimbursable School District Capital Costs” means a document substantially in the form of **Exhibit A**, attached hereto and incorporated herein by reference, provided by Rockwood to the City in accordance with this Agreement and evidencing reimbursable School District Capital Costs.

“Payments in Lieu of Taxes” or **“PILOTS”** shall have the meaning ascribed to such term in Section 99.805.(11) of the TIF Act.

“School District Capital Costs” shall mean (subject to the availability of monies set aside, pursuant to this Agreement and the Redevelopment Plan to reimburse Rockwood) any verified School District capital projects and capital improvements that directly result from the Redevelopment Project(s) necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan and Redevelopment Project(s). Such capital costs may include without limitation the following types of expenditures: (a) building construction and renovation (new buildings, building additions, building renovations/upgrades), including design, architect and engineering costs; (b) site development (land acquisition, site preparation, parking lots and roadways); (c) technology infrastructure (networking equipment, data centers); (d) classroom and specialized equipment (furniture, classroom technology, laboratory equipment); (e) athletic facilities (sports fields, gymnasiums, locker rooms and bleachers); (f) energy efficiency and sustainability projects (solar, green building certifications, lighting and HVAC); (g) safety and security improvements (security systems, safety upgrades, emergency preparedness measures like storm shelters or secure rooms); (h) transportation infrastructure (buses, bus depot facilities); and (i) outdoor learning (outdoor classrooms, playgrounds and recreation areas).

2. **Allocation of Certain PILOTS; Reimbursement of School District Capital Costs.** Starting in the calendar year in which the Activation Date occurs for an RPA located wholly or partially within Rockwood, the City shall allocate into a segregated account in the special allocation fund for that RPA an amount equal to ten percent (10%) of the PILOTS attributable to Rockwood’s levy rate, which moneys shall be available to reimburse Rockwood on an annual basis for its School District Capital Costs in accordance with this Agreement.

3. **Obligation to Reimburse Rockwood.** The City hereby agrees to reimburse Rockwood for verified School District Capital Costs solely from the segregated account as described in **Section 2**.

4. **Reimbursements Limited to School District Capital Costs; Right to Substitute.** Nothing in this Agreement shall obligate the City to reimburse any requested cost that is not a verified School District Capital Cost that constitutes an eligible “taxing district capital cost” within the meaning of Section 99.805(21) and this Agreement. The City agrees that Rockwood shall remain responsible for all capital planning and construction decisions and has the sole discretion to determine what capital improvements are needed for the students of Rockwood. For purposes of this Agreement, any capital improvements made by Rockwood within the boundaries of the Redevelopment Area shall be eligible for funding as School District Capital Costs. Furthermore, any capital improvements made by Rockwood

outside the boundaries of the Redevelopment Area shall be eligible for partial funding as School District Capital Costs in an amount equal to the formula set forth below (the “**Allocation Formula**”):

Total cost of Rockwood’s annual capital improvements
located outside the Redevelopment Area

x

The prior calendar’s years assessed value of real property
within that portion of the Redevelopment Area within
Rockwood for which tax increment financing has
commenced

÷

The prior calendar year’s assessed value of all real
property within Rockwood

By way of illustration, if Rockwood’s total annual capital improvements located outside the Redevelopment Area in 2028 is \$40,000,000 and the prior calendar year’s assessed value of real property within that portion of the Redevelopment Area within Rockwood for which tax increment financing has commenced in 2027 is \$250,000,000 and the prior calendar year’s assessed value of all real property within Rockwood in 2027 is \$5,700,000,000, then the amount of eligible School District Capital Costs for such capital improvements is equal to:

$$\begin{array}{r}
 \$40,000,000 \\
 \times \\
 \$250,000,000 \\
 \div \\
 \$5,700,000,000 \\
 \hline
 \$1,754,386
 \end{array}$$

Notwithstanding the foregoing Allocation Formula, Rockwood may request a higher percentage of funding for capital improvements made by Rockwood outside the boundaries of the Redevelopment Area by providing a written explanation as to how such capital improvements directly result from the Redevelopment Projects, which written explanation shall be included in the applicable Certificate of Reimbursable School District Capital Costs submitted in accordance with this Section.

- 4.1. No more than annually, Rockwood shall provide to the City (a) a Certificate of Reimbursable School District Capital Costs constituting a certification by Rockwood of the amount School District Capital Costs for which it is seeking reimbursement and a certification that such capital improvements directly resulted from the Redevelopment Projects; and (b) itemized invoices, receipts or other information evidencing such.
- 4.2. Within forty-five (45) business days of the City’s receipt from Rockwood of a Certificate of Reimbursable School District Capital Costs, the City shall review and act upon such Certificate of Reimbursable School District Capital Costs. If the

City determines that any cost identified as a reimbursable School District Capital Cost was not directly resulting from the Redevelopment Projects, the City shall so notify Rockwood in writing within that 45-day period, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon Rockwood shall have the right to identify and substitute other reimbursable School District Capital Costs with a supplemental request for payment. Upon the City's approval or deemed approval of a Certificate of Reimbursable School District Costs, the City shall reimburse Rockwood within thirty (30) days thereafter, subject to the limitations set forth in **Section 5**.

5. **Insufficient Funds.** Throughout the term of this Agreement, Rockwood shall be reimbursed for verified School District Capital Costs up to the total amount deposited into the segregated account established by the City (in an amount equal to ten percent (10%) of the PILOTS attributable to Rockwood's levy rate). The City shall only use monies then on deposit in the segregated account of the special allocation fund established pursuant to **Section 2**. In the event there are not sufficient funds in the segregated account of the special allocation fund to cover the full amount of costs requested by Rockwood in each individual Certificate of Reimbursable School District Capital Costs, the City shall only be obligated to reimburse Rockwood from the monies then on deposit in such account and any amount remaining unpaid shall be reimbursed from future monies deposited in the segregated account of the special allocation fund no later than thirty (30) days after such monies are available.

6. **Reporting.** Throughout the term of this Agreement, the City shall furnish Rockwood an annual report on (a) the amount on deposit in the segregated account described in **Section 2**, providing detail of all remittances received from the St. Louis County Collector and any reimbursements made to Rockwood during the preceding calendar year, and (b) the assessed value of real property within that portion of the Redevelopment Area within Rockwood for which tax increment financing has commenced as of January 1 of the preceding calendar year. The City's annual report shall be provided to Rockwood on or before the date that the City submits the annual report required by Section 99.865.1 of the TIF Act.

7. **Covenant to Request Appropriation.** The City covenants and agrees that the officer of the City at any time charged with the responsibility of formulating budget proposals is hereby directed to include in the budget proposal submitted to the governing body of the City for each fiscal year an appropriation all of monies in the segregated account of the special allocation fund for application to payment of outstanding School District Capital Costs.

8. **Notice.** Any notice, demand or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, sent via overnight delivery with confirmation receipt, or delivered personally:

In the case of the City to:

City of Chesterfield, Missouri
690 Chesterfield Parkway West
Chesterfield, Missouri 63017
Attention: City Administrator
Phone: (636) 537-4711
Email: cityadministrator@chesterfield.mo.us

With a copy to:

Armstrong Teasdale LLP
7700 Forsyth Boulevard, Suite 1800
St. Louis, Missouri 63105
Phone: (314) 552-6683
Attention: Robert Klahr
Email: rklahr@atllp.com

In the case of Rockwood to:

Rockwood School District
111 E. North Street
Eureka, Missouri 63025
Attention: Cyndee Byous, Chief Financial Officer
Phone: 636-733-2020
Email: byouscyndee@rsdmo.org

With a copy to:

Lashly & Baer, P.C.
714 Locust Street
St. Louis, Missouri 63101
Phone: (314) 621-2939
Attn. Lisa O. Stump
Email: lostump@lashlybaer.com

9. **Termination.** As it relates to each individual RPA located wholly or partially within Rockwood, this Agreement shall terminate 23 years following the date of the applicable Activation Date for each RPA, unless the parties mutually agree to terminate earlier. In the event of any early termination under this Section, Rockwood shall be entitled to payments for any School District Capital Costs that have been submitted and approved in accordance with **Section 4** and that remain unreimbursed at the time of such early termination.

10. **Default; Right to Cure.** In the event City fails to perform any material obligation under this Agreement, Rockwood may provide written notice of default, at which time, City shall have thirty (30) calendar days to cure the default; provided, however, that in the event that said breach cannot be cured within thirty (30) calendar days and the City shall have undertaken the curing of said breach within thirty (30) calendar days and shall continue to diligently pursue the same, then the failure to cure said breach within thirty (30) calendar days shall not be a violation or breach of this Agreement. The City and Rockwood each agree to reasonably cooperate with the other party in any attempts to cure any default within the default cure period. Rockwood shall be entitled to pursue all remedies at law or in equity against City to enforce compliance with this Agreement.

11. **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.

12. **Choice of Law.** This Agreement shall be taken and deemed to have been fully executed, made by the City and Rockwood in, and governed by, the laws of the State of Missouri for all purposes and intents. The parties agree that the venue for any disputes regarding this Agreement shall be the Circuit Court of St. Louis County, Missouri.

13. **Entire Agreement; Amendment.** Each of the City and Rockwood agree that this Agreement constitutes the entire agreement between the City and Rockwood and that no other agreements or representations other than those contained in this Agreement have been made by the City and Rockwood. The terms, conditions and provisions of this Agreement cannot be amended, modified or eliminated except by mutual agreement between Rockwood and the City, and their respective successors and assigns in a writing signed and executed by Rockwood and the City setting forth the terms of any such amendment or modification, and provided further, that any amendment in conflict with any provision of the Redevelopment Plan shall require the written approval of the City.

14. **Severability.** In the event any term or provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

15. **Electronic Storage.** Rockwood and the City agree that the transactions described herein may be conducted and related documents may be received or stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

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

CITY OF CHESTERFIELD, MISSOURI

By: _____
Name: _____
Title: Mayor

ROCKWOOD SCHOOL DISTRICT

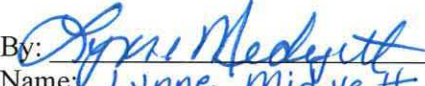
By:  _____
Name: Lynne Midyett
Title: President, Board of Education

EXHIBIT A

FORM OF CERTIFICATE OF REIMBURSABLE SCHOOL DISTRICT CAPITAL COSTS

CERTIFICATE OF REIMBURSABLE SCHOOL DISTRICT CAPITAL 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
School District Reimbursement Agreement**

Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Rockwood School District Reimbursement Agreement dated as of June 30, 2025 (the “**Agreement**”), by and between the City and Rockwood School District (“**Rockwood**”). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on Schedule 1 hereto is a School District Capital Cost which directly resulted from the Redevelopment Projects, and attached hereto are itemized invoices, receipts or other information evidencing such costs.

2. These reimbursable School District Capital Costs have been incurred or paid and are reimbursable under the Agreement.

3. Each item listed on Schedule 1 has not previously been paid or reimbursed by the City pursuant to the Agreement.

4. The items listed on Schedule 1 are School District Capital Costs incurred by Rockwood for capital improvements located within the Redevelopment Area:

Yes: _____ No: _____

5. To the extent that the items listed on Schedule 1 are School District Capital Costs incurred by Rockwood for capital improvements located outside the Redevelopment Area and Rockwood is requesting reimbursement in an amount that is higher than the Allocation Formula set forth in the Agreement, the following is a written explanation as to how such items listed on Schedule 1 have directly resulted from the Redevelopment Projects:

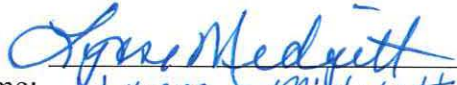
[Insert written explanation, as applicable.]

6. If any cost item to be reimbursed under this Certificate of Reimbursable School District Capital Costs is deemed not to have directly resulted from the Redevelopment Projects, Rockwood shall have the right to substitute other eligible reimbursable School District Capital Costs for payment hereunder.

[The Remainder of this Page is Intentionally Left Blank]

Dated this 7th day of August, 2025

ROCKWOOD SCHOOL DISTRICT

By: 
Name: Lynne Midyett
Title: President, Board of Education

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

CITY OF CHESTERFIELD, MISSOURI

By: _____

Name: _____

Title: _____

RESOLUTION NO. _____

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF CHESTERFIELD, MISSOURI AND THE MONARCH-CHESTERFIELD LEVEE DISTRICT FOR THE PURPOSE OF COMPLETING PHASE VI OF THE MONARCH-CHESTERFIELD LEVEE TRAIL

WHEREAS, the Levee District and the City have repeatedly cooperated, collaborated and participated in multiple intergovernmental agreements for the betterment of the Community and to reduce the probability and impacts of flooding in the Chesterfield Valley; and

WHEREAS, the Levee District and the City entered into an Intergovernmental Cooperation Agreement And Construction, Maintenance, and Use License for the Monarch-Chesterfield Levee Trail with an effective date of October 15, 2012; and

WHEREAS, The City has prepared plans, specifications, and construction estimates to complete Phase VI, of the Monarch-Chesterfield Levee Trail (hereinafter "Phase VI"); and

WHEREAS, The City has secured necessary easements to provide for the construction of Phase VI; and

WHEREAS, the Monarch-Chesterfield Trail serves as a Levee Access and Inspection Road (hereinafter "Levee Access Road") for the Levee District; and

WHEREAS, the last remaining portion of the levee Access Road to be built consists of Phase VI; and

WHEREAS, the Levee District has prepared plans, and specifications for earthwork to restore and maintain the Monarch-Chesterfield Levee to previous design dimensions, which impact the grade and alignment of the Monarch-Chesterfield Levee; and

WHEREAS, the Levee District has procured a contractor to complete the Levee District improvements and has offered to execute a change order to include the Levee Trail scope of work to concurrently construct Phase VI with the Levee District work; and

WHEREAS, the proposed Levee District change order pricing is favorable and consistent with the City's engineering construction Estimates for the Levee Trail work; and

WHEREAS, the City and Levee District find it mutually beneficial, cost efficient, and favorable to the general public for the Levee District to include construction of Phase VI concurrent with the levee improvement contract to minimize conflict, minimize the construction duration, avoid permitting delays and contract coordination; and

WHEREAS, The City agrees to reimburse the Levee District for expenses related to inclusion of Phase VI work; and

WHEREAS, the City and the Levee District wish to enter into this Memorandum of Understanding to document their intent to cooperate for the project; and

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

Section 1. The Mayor is authorized to executed the Memorandum of Understanding as attached hereto.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD THIS 2nd DAY OF SEPTEMBER, 2025.

PRESIDING OFFICER

Dan Hurt, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

THIS MEMORANDUM OF UNDERSTANDING is made and entered into by and between the CITY OF CHESTERFIELD, MISSOURI, a Municipal Corporation (hereinafter "City"), and the MONARCH-CHESTERFIELD LEVEE DISTRICT, a public corporation of the State of Missouri organized under Chapter 245 of the Revised Statutes of Missouri (hereinafter "Levee District").

WHEREAS, the Levee District and the City have repeatedly cooperated, collaborated and participated in multiple intergovernmental agreements for the betterment of the Community and to reduce the probability and impacts of flooding in the Chesterfield Valley; and

WHEREAS, the Levee District and the City entered into an Intergovernmental Cooperation Agreement And Construction, Maintenance, and Use License for the Monarch-Chesterfield Levee Trail with an effective date of October 15, 2012; and

WHEREAS, The City has prepared plans, specifications, and construction estimates to complete Phase VI, of the Monarch-Chesterfield Levee Trail (hereinafter "Phase VI"); and

WHEREAS, The City has secured necessary easements to provide for the construction of Phase VI; and

WHEREAS, the Monarch-Chesterfield Trail serves as a Levee Access and Inspection Road (hereinafter "Levee Access Road") for the Levee District; and

WHEREAS, the last remaining portion of the levee Access Road to be built consists of Phase VI; and

WHEREAS, the Levee District has prepared plans, and specifications for earthwork to restore and maintain the Monarch-Chesterfield Levee to previous design dimensions, which impact the grade and alignment of the Monarch-Chesterfield Levee; and

WHEREAS, the Levee District has procured a contractor to complete the Levee District improvements and has offered to execute a change order to include the Levee Trail scope of work to concurrently construct Phase VI with the Levee District work; and

WHEREAS, the proposed Levee District change order pricing is favorable and consistent with the City's engineering construction Estimates for the Levee Trail work; and

WHEREAS, the City and Levee District find it mutually beneficial, cost

efficient, and favorable to the general public for the Levee District to include construction of Phase VI concurrent with the levee improvement contract to minimize conflict, minimize the construction duration, avoid permitting delays and contract coordination; and

WHEREAS The City agrees to reimburse the Levee District for expenses related to inclusion of Phase VI work; and

WHEREAS, the City and the Levee District wish to enter into this Memorandum of Understanding to document their intent to cooperate for the project; and

WHEREAS, the Levee District has authority to enter into this agreement pursuant to RSMo. 246.283 which authorizes the District to cooperate with other entities to develop bike trails and it's authority to cooperate with other political subdivisions under Chapter 70;

WHEREAS, the Levee District has approved this Memorandum of Understanding by Resolution _____ adopted by the Board of Supervisors of the Levee District on August 21st , 2025;

WHEREAS, the City of Chesterfield City Council has approved this Memorandum of Understanding by Resolution #_____ adopted by the Council of the City of Chesterfield, Missouri on September 2nd, 2025;

NOW, THEREFORE, in consideration of the promises, covenants and representations in the Memorandum of Understanding, the parties agree as follows:

1. Monarch-Chesterfield Levee Trail:: The Levee District will incorporate construction of Phase VI in conformance with the approved plans (dated 05-01-2025) into the agreement for completion of the Levee District remediation project
2. Reimbursement: The City shall reimburse the Levee District for expenditures for the following activities:
 - a) Base bid of construction of Phase VI: \$903,800.
 - b) Change orders that may arise during construction and that are agreed to, in writing, by the City.
3. The City shall pay to the Levee District \$50,000 for their Direct and Administrative expenses. Payment shall be made by the City to the Levee District within 30 days of the Notice to Proceed date issued to the contractor by the Levee District. City will be copied on this notice.

4. Severability. The captions included in this agreement are used for the purposes of convenience only and shall not be construed as limiting or otherwise affecting the agreement itself. In the event any portion of this agreement shall for any reason be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof.

THIS MEMORANDUM OF UNDERSTANDING is entered into by the City and the Levee District and has been executed by the duly authorized representative of each party, pursuant to authorization granted by the Board of Supervisors and the City Council.

MONARCH-CHESTERFIELD
LEVEE DISTRICT

CITY OF CHESTERFIELD, MISSOURI

By: _____
William S. Kirchoff, P.E.
Title: Secretary

By: _____
Dan Hurt
Title: Mayor

Date: _____

Date: _____

ATTESTED

By: _____

By: _____

AFFIX SEAL

AFFIX SEAL

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: August 21, 2025

RE: Monarch-Chesterfield Levee Trail Phase 6

As you know, earlier this year the City completed the easement acquisition necessary for construction of the remaining section of the Monarch-Chesterfield Levee Trail (Trail). Since that time we have been coordinating with the Monarch-Chesterfield Levee District (Levee District) who has plans to improve the Levee in the near future. As detailed in the attached memorandum from Senior Civil Engineer Steve Merk, the City and Levee District have agreed that the optimal manner to proceed is for the Levee District to manage construction of the Trail as part of their project. Accordingly, the Levee District received a bid for the City's project from their contractor, Kuesel Excavating Company. The bid received from Kuesel (\$903,800) is attached to Mr. Merk's memorandum. This bid is very favorable to the City as it is significantly less than the Engineer's Estimate (\$970,000) and Kuesel has an excellent reputation and record of past performance in the City of Chesterfield.

In addition to construction of the remaining section of Levee Trail, the City of Chesterfield is also responsible for reconstruction of the Trail in areas where the Levee District will perform its work. This Trail restoration work can also be performed as part of the Levee District project, and the City and Levee District have negotiated a cost of \$50,000 for the required restoration. This figure is also advantageous to the City, as Engineering Staff estimated this cost at \$75,000.

After reviewing this matter at length and meeting with both the Levee District and Kuesel, **I highly recommend that the City of Chesterfield coordinate with the Levee District to construct Phase 6 of the Levee Trail and to perform all necessary Trail restoration.** This can be accomplished by executing the attached Memorandum of Understanding (MOU) between the City and the Levee District. The MOU stipulates that the Levee District will manage the project with Kuesel, including Phase 6 construction and Trail restoration, in accordance with City plans and specifications. The Levee District will make all payments to Kuesel, with the City reimbursing the Levee District for its portion of the project. **Please remember that**

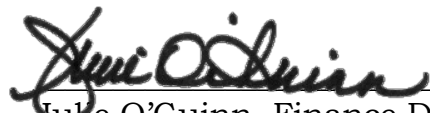
all costs associated with the Trail are funded through the Chesterfield Valley Transportation Development District. Accordingly, there will be no costs paid directly by the City of Chesterfield and no impact to the City's General Fund, Parks Fund, or Capital Projects Fund.

It is important to recognize that there are significant advantages to the City and its residents by having the Levee District manage this project. Benefits include ease in permitting, the elimination of redundant work, and an expedited construction schedule. This coordination will not only save both agencies money, it will get the trail constructed sooner and minimize "double-closures" associated with two separate projects.

While the Levee District will manage the project, the City is still responsible to ensure that our portion is constructed in accordance with plans, specifications, and City standards. This will require additional material testing through our previously selected contractor UES (formerly Geotechnology) – approved by City Council. Therefore, in conjunction with this project, I am also recommending a supplemental allocation of \$10,000 to UES for construction inspection and material testing from Account 120-079-5261. This allocation can be absorbed within the Capital Projects Fund, and no Budget Amendment is required.

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

Concurrence:



Julie O'Guinn, Finance Director

Action Recommended

This matter should be forwarded to City Council for its consideration. Should City Council accept my recommendation, it should authorize:

- 1) Execution of a Memorandum of Understanding with the Monarch-Chesterfield Levee District to facilitate construction of Phase 6 of the Monarch-Chesterfield Levee Trail and Levee Trail restoration associated with the Levee District project. The amount to be reimbursed to the Monarch-Chesterfield Levee District shall not exceed \$1,000,000, which includes \$903,800 for Phase 6 Trail construction, \$50,000 for asphalt trail restoration, and a modest contingency to account for change orders. All costs will be paid directly by the Chesterfield Valley TDD, with no impact to the City's General Fund, Parks Fund, or Capital Projects Fund.
- 2) Approval of a supplemental allocation of \$10,000 to UES for construction inspection and material testing associated with the Monarch-Chesterfield Levee Trail.



Memorandum

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

FROM: Steve Merk, PE – Senior Civil Engineer

DATE: August 21, 2025

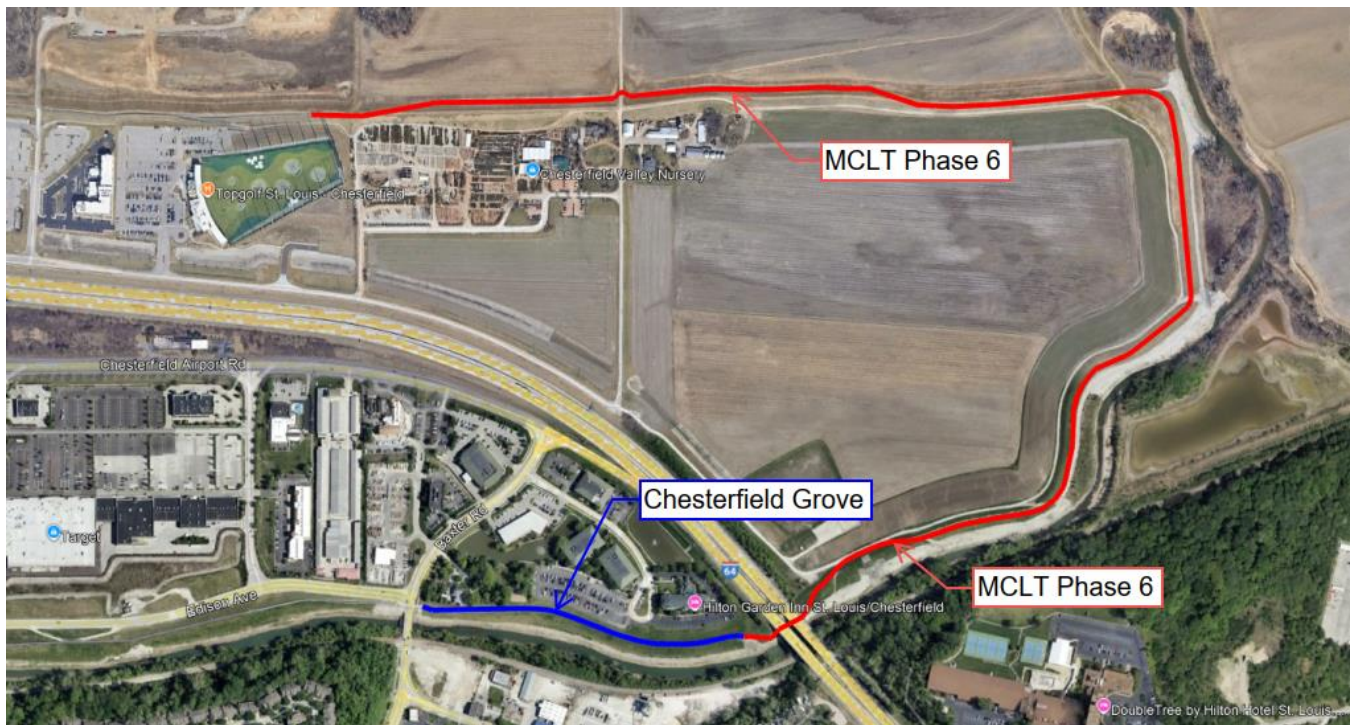
RE: Monarch Chesterfield Levee Trail – Phase 6
Construction Recommendation

As you are aware, Kuesel Excavating Company (Kuesel) is currently under contract with the Monarch Chesterfield Levee District (MCLD) to construct improvements to the existing Monarch Chesterfield Levee. This work includes raising the top of the levee in some locations as well as adding additional fill to the side of the levee. This will impact the City of Chesterfield in two ways:

- 1) Part of the MCLD work will be near Chesterfield Grove. In this area, the Levee will be raised, and this will necessitate removal and reconstruction of the existing asphalt trail. In accordance with the MCLD / City of Chesterfield Memorandum of Understanding, the City of Chesterfield is responsible for any/all trail reconstruction.
- 2) The MCLD will also be working in the area where the City plans to construct Phase 6 of the Monarch-Chesterfield Levee Trail. It benefits all parties and the public if the work can be coordinated such that the Levee improvements and the missing section of the trail are constructed as part of the same project.

The City of Chesterfield and MCLD staff have agreed that it would be mutually beneficial for Kuesel to construct the Levee Trail Phase 6 project and any necessary trail reconstruction as part of the MCLD improvement project. This will result in both a cost savings to the City and an expedited construction schedule which will benefit trail users. Due to the type and magnitude of the work, it is more effective for the MCLD

to manage the trail construction since the levee improvements must precede the trail construction. Kuesel is ready to begin construction once all agreements are signed and submittals are approved. As you will recall, the City received the necessary easements for the trail construction in July 2025.



As part of the bid provided to the Levee District, Kuesel has provided a cost to construct the City's portion of the Levee Trail at \$903,800. This is a favorable price considering Kuesel has a strong record of performance of these types of projects, and the City's estimate for the trail construction is \$970,000. In addition to the \$903,800 bid, the City will also be responsible for reconstruction of the trail in impacted areas. The City of Chesterfield and the Levee District have negotiated a lump sum cost of \$50,000 for this work. Please note that this figure is also favorable to the City, as City Staff has estimated this cost at \$75,000.

I recommend that the City authorize an Agreement with the Monarch-Chesterfield Levee District in an amount not to exceed \$1,000,000. This includes the attached bid provided by Kuesel (\$903,800), the \$50,000 trail reconstruction negotiated between the City and Levee District, and a modest contingency to account for change orders that may become necessary during construction. Note that all costs will be funded by the Chesterfield Valley Transportation Development District (TDD). There will be no impact to the City's budget.

Although the project will be managed by MCLD, City staff will still provide construction oversight, and the City will be responsible for all material testing, including compaction and asphalt density testing. **Accordingly, I also recommend an additional \$10,000 allocation to UES – the firm selected to provide construction inspection and testing services in 2025.**

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
100	SIGNS	59.000	EA	575.00	33,925.00
110	CONCRETE BOLLARDS	12.000	EA	900.00	10,800.00
120	ORNAMENTAL ALUMINUM FENCE (54)	406.000	LF	115.25	46,791.50
130	STRIPING 4" YELLOW	80.000	LF	2.50	200.00
140	STRIPING 4" WHITE	300.000	LF	1.50	450.00
150	DIRECTIONAL ARROW, WHITE	16.000	EA	450.00	7,200.00
160	WHITE MARKING PAINT WORD (ROAD XING)	4.000	EA	550.00	2,200.00
170	MOBILIZATION	1.000	LS	49,822.25	49,822.25
180	BITUMINOUS ASPHALT PVMT, 2" TYPE "C" MIX	9,014.000	SY	16.50	148,731.00
190	BITUMINOUS ASPHALT PVMT, 3" TYPE "X" MIX	8,289.000	SY	23.65	196,034.85
200	BITUMINOUS ASPHALT PVMT, 7" TYPE "X" MIX (HD)	725.000	SY	61.60	44,660.00
210	PAVEMENT REMOVAL	1,444.000	SY	5.75	8,303.00
220	BITUMINOUS ASPHALT PVMT, 2" TYPE "C" MIX	1,444.000	SY	16.50	23,826.00
230	BITUMINOUS ASPHALT PVMT, 3" TYPE "X" MIX	1,444.000	SY	23.65	34,150.60
240	TACK COAT BETWEEN LIFTS	9,014.000	SY	0.70	6,309.80
250	PRIME COAT	725.000	SY	4.40	3,190.00
260	MODULAR BLOCK WALL (LARGE BLOCK)	2,147.000	SF	97.00	208,259.00
270	EARTHWORK - EXCAVATION	1,336.000	CY	57.00	76,152.00
280	SEED & MULCH	0.650	ACRE	4,300.00	2,795.00
	Bid Total				\$903,800.00

INTERGOVERNMENTAL COOPERATION AGREEMENT

This **INTERGOVERNMENTAL COOPERATION AGREEMENT** (this "*Agreement*") is entered into as of October 1, 2006, among the **CITY OF CHESTERFIELD, MISSOURI** (the "*City*"), the **MONARCH-CHESTERFIELD LEVEE DISTRICT** (the "*Levee District*"), and the **CHESTERFIELD VALLEY TRANSPORTATION DEVELOPMENT DISTRICT** (the "*TDD*").

RECITALS

1. On November 28, 2005, the Circuit Court of St. Louis County, Missouri, 21st Judicial District (the "*Court*"), entered a Declaratory Judgment, Decree and Order Organizing a Transportation Development District and Approving a Funding Method (the "*Order*"), which established the TDD as a political subdivision pursuant to and in accordance with the Missouri Transportation Development District Act, Sections 238.200 to 238.275 of the Revised Statutes of Missouri, as amended (the "*TDD Act*").
2. The Order provided that the TDD be established for the sole purpose of funding the Transportation Project (as defined in the Order) through the imposition of the transportation development district sales tax (the "*TDD Sales Tax*").
3. On February 24, 2006, pursuant to Section 238.235 of the TDD Act, the TDD adopted Resolution No. 06-001 to impose the TDD Sales Tax at a rate of three-eighths of one percent (3/8%) for a period of up to 25 years from the date on which such tax is first imposed for the purpose of funding the costs of the Transportation Project.
4. The TDD Sales Tax was approved by the qualified voters of the TDD at an election held in accordance with Section 238.216 of the TDD Act and the TDD Sales Tax became effective March 1, 2006.
5. The City, St. Louis County, Missouri (the "*County*"), and the TDD entered into an Intergovernmental Cooperation Agreement dated as of October 1, 2006 (the "*TDD Agreement*") regarding the funding, promotion, planning, design, construction, improvement, maintenance, or operation of the Transportation Project.
6. A functional portion of the Transportation Project consists of construction of a levee trail/bikeway system (the "*Levee Trail Project*") along the Monarch Levee (the "*Levee*").
7. The Levee District has jurisdiction over the construction, maintenance, oversight, and improvement of the Levee and drainage system which protects the Chesterfield Valley area.
8. The City and the Levee District entered into a Second Amended and Restated Intergovernmental Cooperation Agreement dated as of December 30, 2005 (the "*Levee Agreement*"), which provides for certain improvements to the Levee and the grant of a recreation easement by the Levee District to the City.
9. Subject to its appropriation of sufficient funds, the Levee District intends to undertake certain improvements to Eatherton Road at Old Olive Street Road south of Chesterfield Airport Road, as more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference (the "*Eatherton Road Improvements*"), which improvements are subject to reimbursement by the County in accordance with this Agreement.

10. The City, the Levee District and the TDD desire to enter into this agreement to provide for the financing of the Levee Trail Project and for the Eatherton Road Improvements.

AGREEMENT

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals. All of the above and foregoing Recitals are incorporated into and made a part of this Agreement.

Section 2. Rules of Interpretation. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context indicates otherwise, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons. All references in this Agreement to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed.

Section 3. Representations by the City. The City hereby represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations hereof, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the City, enforceable in accordance with its terms. To the best of the City's knowledge and belief, no official or employee of the City has any significant or conflicting interest, financial or otherwise, in the transactions contemplated hereby.

Section 4. Representations by the TDD. The TDD hereby represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations hereof, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary TDD proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the TDD, enforceable in accordance with its terms. To the best of the TDD's knowledge and belief, no official or employee of the District has any significant or conflicting interest, financial or otherwise, in the transactions contemplated hereby.

Section 5. Representations by the Levee District. The Levee District hereby represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations hereof, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary Levee District proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Levee District, enforceable in accordance with its terms. To the best of the Levee District's knowledge and belief, no official or employee of the Levee District has any significant or conflicting interest, financial or otherwise, in the transactions contemplated hereby.

Section 6. Construction of the Levee Trail Project. The City shall construct the Levee Trail Project in accordance with the TDD Agreement and the Levee Agreement. The Levee District shall review and approve the Bike Path Plans (as defined in the Levee Agreement) and shall execute the License (as defined in the Levee Agreement) in accordance with the terms of Section 9.13 of the Levee Agreement.

Section 7. Financing of the Levee Trail Project. The TDD shall be responsible for financing the Levee Trail Project in an initial amount not to exceed Two Million Dollars (\$2,000,000) (the "*TDD Reimbursable Costs*") in accordance with the terms of the TDD Agreement. The City shall be responsible for all costs in excess of the TDD Reimbursable Costs for the Levee Trail Project unless the TDD, in its sole discretion, contributes additional funds in accordance with the TDD Agreement. The City shall make reasonable efforts to identify and secure additional financing for the Levee Trail Project, including without limitation funding from Great Rivers Greenway or from available City funds. The TDD Reimbursable Costs may include costs incurred by the City for design and right-of-way acquisition prior to the date of the TDD Agreement, the amount of such costs to be reviewed and determined by the District's Board of Directors. Pursuant to the TDD Agreement, the County has agreed to cooperate with the City and the TDD in connection with the issuance of permits as necessary for the Levee Trail Project.

Section 8. Completion of the Levee Trail Project. Upon completion of the Levee Trail Project, the City shall furnish to the TDD and the Levee District a Notice of Completion of the Levee Trail Project, which Notice of Completion shall be in substantially the form of **Exhibit D**, attached hereto and incorporated herein by reference.

Section 9. Construction of the Eatherton Road Improvements. Subject to its appropriation of sufficient funds, the Levee District shall acquire all right of way and incur all costs associated with the design and construction of the Eatherton Road Improvements. The City hereby acknowledges and agrees that, to the extent that the Levee District undertakes the Eatherton Road Improvements, such Eatherton Road Improvements will be constructed within an area in which traffic generation assessments may be levied for the benefit of the Chesterfield Valley Trust Fund. Pursuant to the TDD Agreement, the County shall collect a traffic generation assessment upon future development along the portion of Eatherton Road depicted on **Exhibit C**, attached hereto and incorporated herein by reference, the net proceeds of which traffic generation assessment shall be used to reimburse the Levee District for the costs of such Eatherton Road Improvements up to a maximum amount of One Million Two Hundred Thousand Dollars (\$1,200,000). For purposes of this Agreement, the net proceeds shall be the amount of the traffic generation assessment upon the future development along the applicable portion of Eatherton Road less any credits authorized by the County for other transportation-related improvements undertaken in connection with any future development along such applicable portion of Eatherton Road.

Section 10. Certificate of Reimbursable Levee District Costs. Upon substantial completion of the Eatherton Road Improvements, the Levee District may submit to the County a Certificate of Reimbursable Levee District Costs in substantially the form of **Exhibit B**, attached hereto and incorporated herein by reference, to evidence the Levee District's costs in connection with the acquisition of right of way and the design and construction of the Eatherton Road Improvements. The Certificate of Reimbursable Levee District Costs shall be accompanied by all itemized invoices, receipts or other information to allow the County to confirm that the amounts advanced by the Levee District constitute costs related to right of way acquisition and design and construction of the Eatherton Road Improvements. Pursuant to the TDD Agreement, if the County reasonably determines that any cost identified on a Certificate of Reimbursable Levee District Costs does not constitute a cost related to right of way acquisition or design and construction of the Eatherton Road Improvements, the County shall so notify the Levee District in writing within 30 days, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon the Levee District shall have the right to identify and substitute other costs with a supplemental application for payment. In no event shall the Levee District be reimbursed for its administrative costs or construction management services in connection with the Eatherton Road Improvements. Pursuant to the TDD Agreement, upon approval of the Certificate of Reimbursable Levee District Costs, the County shall be obligated to reimburse the Levee District for the amount of such Certificate of Reimbursable Levee District Costs, up to the maximum amount of set forth

in **Section 10** of this Agreement. The Levee District shall not be entitled to any interest on its costs in connection with the acquisition of right of way and the design and construction of the Eatherton Road Improvements. Pursuant to the TDD Agreement, the County's obligation to reimburse the Levee District is payable only from the net proceeds of any traffic generation assessment levied by the County upon future development along the applicable portion of Eatherton Road and from no other source.

Section 11. Collection of Traffic Generation Assessments. Pursuant to the TDD Agreement, the County agrees to collect a traffic generation assessment upon future development along the portion of Eatherton Road depicted on **Exhibit C**, attached hereto and incorporated herein. To the extent that such future development is located within the city limits of the City, the City hereby consents to the collection of traffic generation assessments by the County in the manner provided in this Section and will make reasonable efforts to include payment of any traffic generation assessments to the County as a condition for site plan approval for those specific properties that are the subject of future development along this portion of Eatherton Road, as identified on **Exhibit C**, attached hereto and incorporated herein by reference. The County shall remit the net proceeds of any traffic generation assessment it collects in accordance with this Section to the Levee District as reimbursement in accordance with **Sections 9 and 10** of this Agreement.

Section 12. Remedies on Default. Except as otherwise provided in this Agreement, in the event of any default in or breach of any material term or condition of this Agreement by any party or any permitted successor or assign, the defaulting or breaching party shall, upon written notice from any of the other parties, proceed to immediately cure or remedy such default or breach, and shall, in any event within 30 days after receipt of such notice, commence to cure or remedy such default or breach. In case such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party or parties may institute such proceedings as may be necessary or desirable in its or their opinion to cure and remedy such default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching party.

Section 13. Rights and Remedies Cumulative. The rights and remedies reserved by the City, the Levee District and the TDD hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The City, the Levee District and the TDD shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions hereof, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 14. Notices. Any notice, demand, or other communication required by this Agreement to be given to either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by (a) United States first class mail, postage prepaid; (b) facsimile; (c) hand delivery; or (d) a nationally recognized overnight delivery service to the following addresses:

To the City:

City of Chesterfield, Missouri
690 Chesterfield Parkway West
Chesterfield, MO 63017
Attention: City Administrator
Facsimile: (636) 537-4798

with a copy to: Stewart, Mittleman, Heggie & Henry, L.L.C.
222 South Central Avenue, Suite 900
Clayton, MO 63105
Telephone: (314) 863-8484
Facsimile: (314) 863-5312
Attention: Robert Heggie

To the Levee District: Monarch-Chesterfield Levee District
c/o Husch & Eppenberger LLC
190 Carondelet Plaza
Suite 600
Clayton, MO 63105-3441
Attention: David Human
Facsimile: (314) 480-1505

To the TDD: Chesterfield Valley Transportation Development
District
c/o City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017
Attention: Executive Director
Facsimile: (636) 537-4798

with a copy to: Armstrong Teasdale LLP
One Metropolitan Square, Suite 2600
St. Louis, Missouri 63102
Attention: Robert D. Klahr
Facsimile: (314) 621-5065

The City, the Levee District and the TDD may from time to time designate, by notice given hereunder to the other parties, another address to which subsequent notices or other communications shall be sent.

Section 15. Severability. If any provision hereof is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

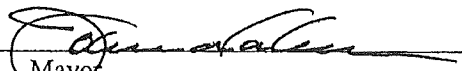
Section 16. Governing Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Missouri for all purposes and intents.

Section 17. 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.

(The remainder of this page is intentionally left blank.)

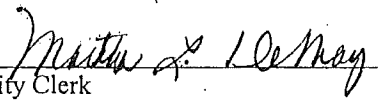
IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name and has caused its seal to be affixed thereto, and attested as to the date first above written.

CITY OF CHESTERFIELD, MISSOURI

By: 
Mayor

[SEAL]

ATTEST:


City Clerk

IN WITNESS WHEREOF, the Levee District has caused this Agreement to be executed in its name and has caused its seal to be affixed thereto, and attested as to the date first above written.

**MONARCH-CHESTERFIELD LEVEE
DISTRICT**

By: 
President of the Board of Supervisors

IN WITNESS WHEREOF, the TDD has caused this Agreement to be executed in its name and has caused its seal to be affixed thereto, and attested as to the date first above written.

**CHESTERFIELD VALLEY TRANSPORTATION
DEVELOPMENT DISTRICT**

By: 
Chair of the Board of Directors

[SEAL]

ATTEST


Secretary of the Board of Directors

EXHIBIT A
EATHERTON ROAD IMPROVEMENTS
(Attached hereto.)



EXHIBIT B

CERTIFICATE OF REIMBURSABLE LEVEE DISTRICT COSTS

To: St. Louis County, Missouri
Department of Highways & Traffic
121 South Meramec Avenue
Clayton, MO 63105
Attention: Director of Highways & Traffic

Re: Eatherton Road Improvements

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Intergovernmental Cooperation Agreement dated as of October 1, 2006, (the "*TDD Agreement*"), among the City of Chesterfield, Missouri (the "*City*"), St. Louis County, Missouri (the "*County*") and the Chesterfield Valley Transportation Development District (the "*District*") and that Intergovernmental Cooperation Agreement dated as of October 1, 2006 (the "*Levee District Agreement*"), among the City, the Monarch-Chesterfield Levee District (the "*Levee District*") and the Chesterfield Valley Transportation Development District (the "*District*"). In connection with said Agreement and said Levee District Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1**, attached hereto and incorporated herein by reference, is a cost incurred by the Levee District in connection with the acquisition of right of way and the design and construction of the Eatherton Road Improvements.
2. These costs do not include administrative costs or construction management services in connection with the Eatherton Road Improvements.
3. These costs have been have been paid by the Levee District and are reimbursable under the TDD Agreement and the Levee District Agreement.
4. Each item listed on **Schedule 1** has not previously been paid or reimbursed by the County and no part thereof has been included in any other Certificate of Reimbursable Levee District Costs previously filed with the County.
5. There has not been filed with or served upon the Levee District any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the TDD Agreement and the Levee District Agreement.
7. If any cost items to be reimbursed under this Certificate of Reimbursable Levee District Costs is deemed not to constitute a cost related to the acquisition of right of way and the design and construction of the Eatherton Road Improvements, the Levee District shall have the right to substitute other eligible costs for payment hereunder.
8. The costs submitted to date by the Levee District, including this and all previous Certificates of Reimbursable Levee District Costs, total \$_____.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, 20__.

MONARCH-CHESTERFIELD LEVEE DISTRICT

By: _____

Name: _____

Title: _____

Approved for payment this _____ day of _____, 20__.

ST. LOUIS COUNTY, MISSOURI

By: _____

Name: _____

Title: _____

EXHIBIT C

**DEPICTION OF FUTURE DEVELOPMENT AREA ALONG EATHERTON ROAD
SUBJECT TO COLLECTION OF TRAFFIC GENERATION ASSESSMENT**

(Attached hereto.)

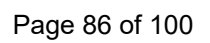


EXHIBIT D

NOTICE OF COMPLETION

The undersigned, City of Chesterfield, Missouri, pursuant to that certain Intergovernmental Cooperation Agreement dated as of October 1, 2006 (the "*TDD Agreement*"), among the City of Chesterfield, Missouri (the "*City*"), St. Louis County, Missouri (the "*County*") and the Chesterfield Valley Transportation Development District (the "*TDD*"), and the Intergovernmental Cooperation Agreement dated as of October 1, 2006 (the "*Levee District Agreement*") among the City, the Monarch-Chesterfield Levee District (the "*Levee District*") and the TDD, hereby certifies to the District as follows:

1. That as of _____, 20____, the construction of the construction of a levee trail/bikeway system along the Monarch Levee (the "*Levee Trail Project*"), which Levee Trail Project consists of a functional portion of the Transportation Project (as that term is defined in the TDD Agreement) has been substantially completed in accordance with the Agreement.
2. The construction of the Levee Trail Project has been performed in a workmanlike manner and substantially in accordance with the Construction Plans (as that term is defined in the Agreement), subject to changes that are permissible under the TDD Agreement and the Levee District Agreement and changes that have been approved if required under the TDD Agreement and the Levee District Agreement.
3. Copies of the final lien waivers received by the City from its general contractor (and subcontractors, to the extent required) for the Levee Trail Project are set forth as **Appendix A**, attached hereto and incorporated herein by reference.
4. This Notice of Completion is being issued by the City to the TDD and the Levee District in accordance with the TDD Agreement and the Levee District Agreement to evidence the City's satisfaction of all material obligations and covenants with respect to the Levee Trail Project.
5. The total amount of Reimbursable Transportation Project Costs associated with the Levee Trail Project is \$_____.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ____ day of _____, 20____.

CITY OF CHESTERFIELD, MISSOURI

By: _____

Name: _____

Title: _____

ACCEPTED:

**CHESTERFIELD VALLEY
TRANSPORTATION DEVELOPMENT DISTRICT**

By: _____

Name: _____

Title: _____

ACCEPTED:

MONARCH-CHESTERFIELD LEVEE DISTRICT

By: _____

Name: _____

Title: _____

Memorandum

Department of Planning



To: City Council

From: Justin Wyse, Director of Planning

Date: August 18th, 2025

RE: Chesterfield Regional Tax Increment Financing District – Developer for Park Administration Facilities and Parking Project

Summary

As the City continues to move forward with implementation of projects associated with the Chesterfield Regional Tax Increment Financing District and Project, legal counsel has advised the need to formally designate the City of Chesterfield as the “developer” for the Parks Administration facilities and parking project included in the RPA 3 City Infrastructure list of projects. In addition to designating the City of Chesterfield as the developer for the project, the ordinance authorizes land acquisition, improvements to property to fulfill the project, and costs associated with professional services to complete the project.

The City Council previously read Bill 3430 for the first time and the Bill has been postponed. Bill 3430 will be reintroduced at the September 2, 2025 City Council meeting for second reading to formally activate RPA-3. Once activated, tax revenues in RPA-3 will be deposited in the Special Allocation Fund for RPA-3 for completion of the projects included in the Redevelopment Plan and Project.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI, DESIGNATING THE CITY AS THE DEVELOPER OF CERTAIN PROJECTS RELATED TO THAT PORTION OF THE REDEVELOPMENT AREA DESIGNATED AS RPA 3 UNDER THE CHESTERFIELD REGIONAL TAX INCREMENT FINANCING REDEVELOPMENT PLAN & PROJECT; AUTHORIZING CERTAIN ACTIONS RELATING THERETO; AND CONTAINING A SEVERABILITY CLAUSE.

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

WHEREAS, on December 14, 2022, the City Council approved Ordinance No. 3217, which, among other things, approves the “Chesterfield Regional Tax Increment Financing Redevelopment Plan & Project” (as heretofore and hereafter revised and amended, the “Redevelopment Plan”) and designates the Redevelopment Area described therein as a “redevelopment area” as defined in the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the “TIF Act”); and

WHEREAS, the Redevelopment Plan divides the Redevelopment Area into three separate redevelopment project areas, including “RPA 3”; and

WHEREAS, on _____, 2025, the City Council adopted Ordinance No. _____, which (i) approved the redevelopment projects for that portion of the Redevelopment Area designated as RPA 3; (ii) adopted tax increment financing within RPA 3; and (iii) established within the treasury of the City a separate fund to be known as the “Chesterfield Regional Special Allocation Fund – RPA 3” (the “Special Allocation Fund”); and

WHEREAS, the Redevelopment Plan describes various redevelopment projects for RPA 3, including without limitation Park Administration facilities and parking (the “Park Administration Project”); and

WHEREAS, the City Council finds it necessary and desirable and in the best interests of the City, and the health, safety and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan, to designate the City as developer of the Park Administration Project.

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

Section 1. The City Council hereby designates the City as the developer of the Park Administration Project and, as such, the City is hereby authorized to take all action necessary to undertake and complete the Park Administration Project, including acquiring any land necessary therefor, making any improvements necessary thereto and engaging one or more third-party sub-developers to undertake or complete any portion thereof.

Section 2. The City is hereby authorized to proceed with the acquisition, construction and improvement of the Park Administration Project, including the entering of contracts and purchase orders in connection therewith, and to advance such funds as may be necessary to accomplish such purposes. The City may be reimbursed for expenditures paid or incurred in connection with the Park Administration Project, to the extent described in the Redevelopment Plan and as permitted by the TIF Act.

Section 3. The WHEREAS clauses of this Ordinance are hereby incorporated herein by reference.

Section 4. The Mayor of the City and his designated representatives are hereby authorized to take any and all actions as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the City Council being necessary to authorize such action by the Mayor and/or his designated representatives.

Section 5. It is hereby declared to be the intention of the City Council that each and every part, section, and subsection of this Ordinance shall be separate and severable from each and every other part, section, and subsection hereof and that the City Council intends to adopt each said part, section, and subsection separately and independently of any other part, section, or subsection. If any part, section, or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 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

Dan Hurt, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 08/18/2025

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

JW

Date: August 25, 2025

RE: **West County YMCA:** A request to vacate an easement located on 5.3-acre tract of land zoned "PC" Planned Commercial District, west of West Chesterfield Parkway and south of Burkhardt Place, and north of Veteran's Place Drive.

Summary

Volz Inc., on behalf of the Young Men's Christian Association of Greater St. Louis, has submitted a request for review and approval of the vacation of an easement partially dedicated to the City of Chesterfield.

The easement was originally granted to the City in 1988. In 2023, an Amended Site Development Plan for the West County YMCA was approved, which included the expansion of the existing Chesterfield Family YMCA. The sewer easement, established during earlier development, is no longer in use following a previous renovation in 2000 and conflicts with the location of the existing structure. The Department of Planning has reviewed the petition and determined that it complies with all applicable regulations and will have no adverse effect on the City of Chesterfield. Figure 1 shows the approximate location of the proposed easement section to be vacated.

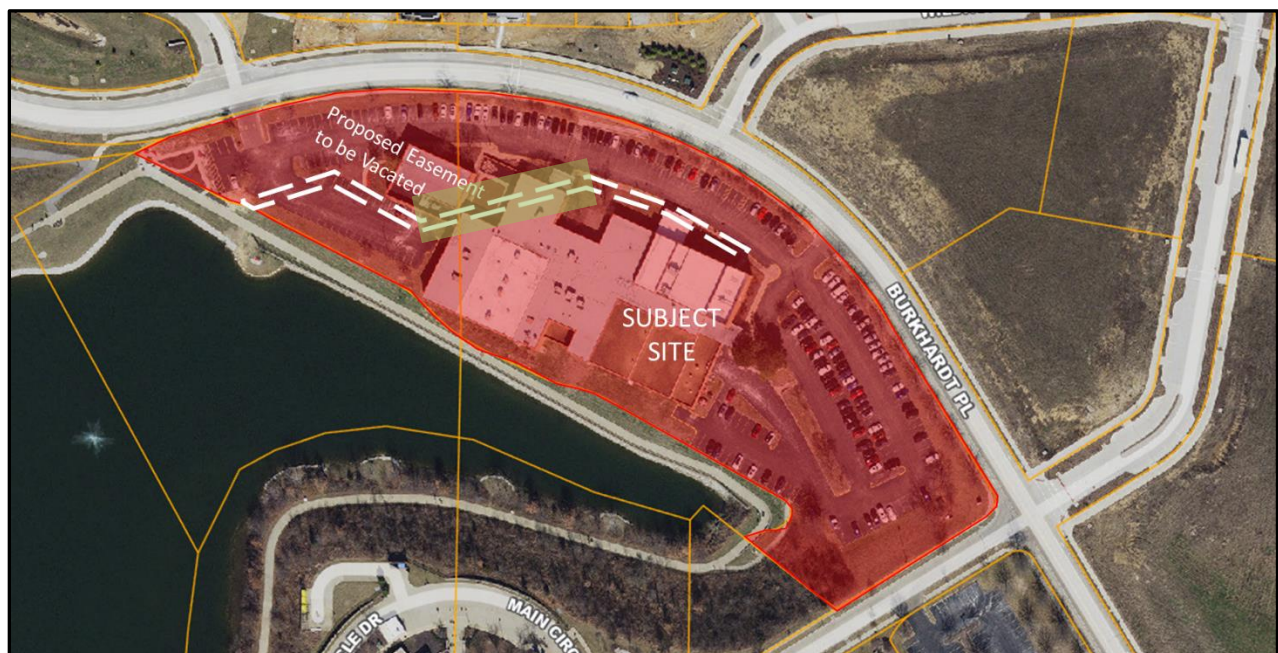


Figure 1: Subject Site depicting the approximate location of the section of easement to be vacated

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE PARTIAL VACATION OF AN EASEMENT LOCATED ON A TRACT OF LAND BEING PART OF “YMCA BOUNDARY ADJUSTMENT PLAT”, AS RECORDED IN PLAT BOOK 360, PAGE 236 OF THE ST. LOUIS COUNTY RECORDS, IN US SURVEY 415, TOWNSHIP 45 NORTH – RANGE 4 EAST, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI.

WHEREAS, Volz Incorporated has requested the partial vacation of an easement on said tract of land; and,

WHEREAS, Young Men’s Christian Association of Greater St. Louis owns the property on which said easement is located and requests to vacate the easement; and,

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

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

Section 1. The City Council of the City of Chesterfield hereby approves the vacation of an easement as located on a tract of land being “YMCA Boundary Adjustment Plat” as depicted in “Exhibit A” and described in the Petition which are attached hereto and made part of hereof; and,

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

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

Passed and approved this _____ day of _____, 2025.

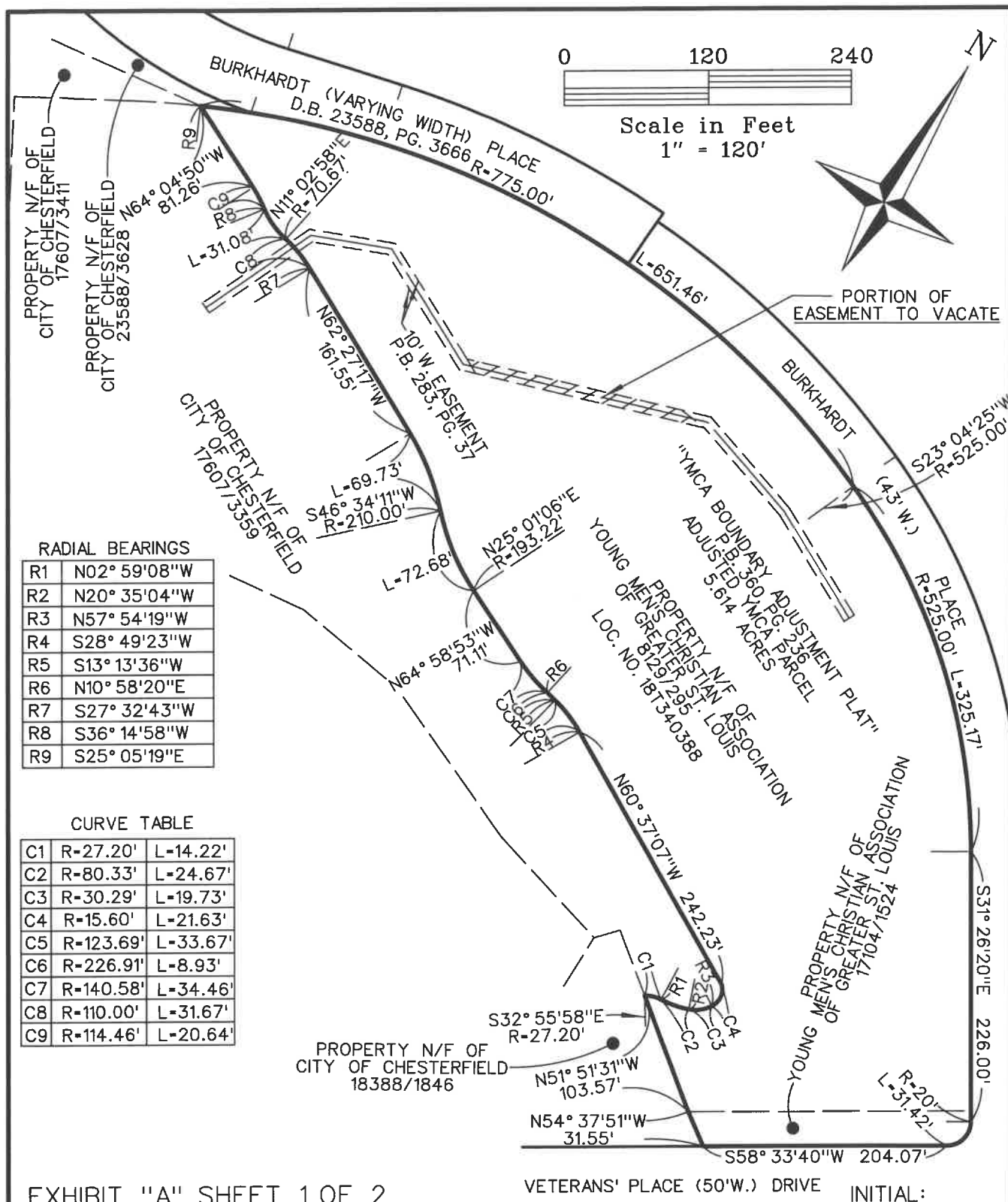
PRESIDING OFFICER

Dan Hurt, MAYOR

ATTEST:

FIRST READING HELD: 09/02/2025

Vickie McGownd, CITY CLERK



EASEMENT VACATION PLAT
A TRACT OF LAND BEING ADJUSTED YMCA PARCEL OF
"YMCA BOUNDARY ADJUSTMENT PLAT"
IN US SURVEY 415, TOWNSHIP 45 NORTH - RANGE 4 EAST
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

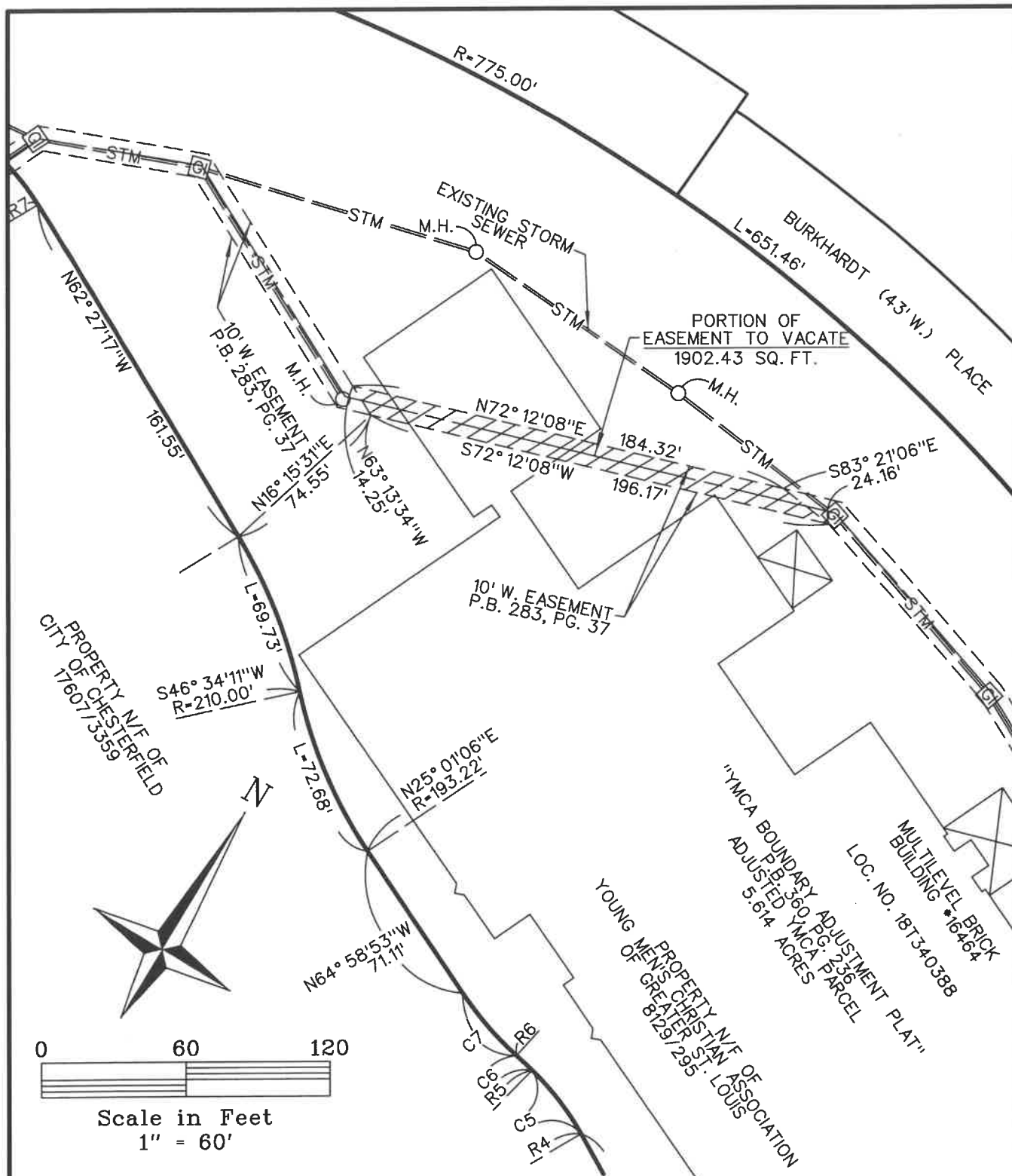


EXHIBIT "A" SHEET 2 OF 2

INITIAL:

EASEMENT VACATION PLAT
A TRACT OF LAND BEING ADJUSTED YMCA PARCEL OF
"YMCA BOUNDARY ADJUSTMENT PLAT"
IN US SURVEY 415, TOWNSHIP 45 NORTH - RANGE 4 EAST
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

January 3, 2025

RGN

Re: YMCA – Easement to Vacate
23439-1

A strip of land being part of Adjusted YMCA Parcel of "YMCA Boundary Adjustment Plat", according to the plat thereof recorded in Plat Book 360 page 236 of the St. Louis County records, in U.S. Survey 415, Township 45 North – Range 4 East, City of Chesterfield, St. Louis County, Missouri and being more particularly described as:

Commencing at the Westernmost corner of said Adjusted YMCA Parcel; thence Eastwardly along the South lines of said Adjusted YMCA Parcel, the following courses and distances: South 64 degrees 04 minutes 50 seconds East 81.26 feet, along a curve to the right whose radius point bears South 25 degrees 55 minutes 10 seconds West 114.46 feet from the last mentioned point, a distance of 20.64 feet, along a curve to the left whose radius point bears North 36 degrees 14 minutes 58 seconds East 70.67 feet from the last mentioned point, a distance of 31.08 feet, along a curve to the right whose radius point bears South 11 degrees 02 minutes 58 seconds West 110.00 feet from the last mentioned point, a distance of 31.67 feet and South 62 degrees 27 minutes 17 seconds East 161.55 feet to a point; thence leaving said South line, North 16 degrees 15 minutes 31 seconds East 74.55 feet to the ACTUAL POINT OF BEGINNING; thence North 63 degrees 13 minutes 34 seconds West 14.25 feet to a point; thence North 72 degrees 12 minutes 08 seconds East 184.32 feet to a point; thence South 83 degrees 21 minutes 06 seconds East 24.16 feet to a point; thence South 72 degrees 12 minutes 08 seconds West 196.17 feet to the point of beginning according to calculations by Volz Incorporated on January 3, 2025.

*Richard G. Norvell*Richard G. Norvell, P.L.S.
Professional Land Surveyor
Mo. P.L.S. #2005000077

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: September 02, 2025

RE: **Wildhorse Village & Downtown Chesterfield Special Business Districts
– 2025 Tax Rate**

Summary

Each year the City of Chesterfield is required to set the tax rate for the Wildhorse Village Special Business District and the Downtown Chesterfield Special Business District. First reading of the ordinance will be held on September 2nd, 2025 and a Public Hearing will be held at the September 15th City Council meeting where the ordinance will be scheduled for second reading and final action by City Council.

Wildhorse Village

Residential developments have continued to progress within the Wildhorse Village Special Business District and the City received updated assessment information from St. Louis County. The assessed valuation of the district is \$33,153,830.

As you recall, the District has an authorized maximum levy of \$0.85 / \$100 assessed valuation; however, the tax rate is regulated by the Hancock Amendment. Based on the current valuations, I am recommending a tax rate of \$0.4170 / \$100 of assessed valuation. This would result in \$138,251.50 for maintenance of infrastructure within the District.

Downtown Chesterfield

Developers within the Downtown Chesterfield Special Business District continue making progress on preparing the site for redevelopment. The Special Business District for Downtown Chesterfield uses land values only for tax values for the first several years while demolition, site preparation, and infrastructure are developed.

As you recall, the District has an authorized maximum levy of \$0.85 / \$100 assessed valuation. I am recommending a tax rate of \$0.00 / \$100 of assessed land valuation to prevent future restrictions with the Hancock Amendment in generating sufficient revenue once the City begins accepting improvements for public use. This would result in \$0 for maintenance of infrastructure within the District for the upcoming year.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE LEVYING AND ESTABLISHING THE RATE OF ANNUAL TAXES FOR SPECIAL BUSINESS DISTRICTS TO BE COLLECTED BY THE CITY OF CHESTERFIELD, MISSOURI, FOR THE YEAR 2025

WHEREAS, the City Council of the City of Chesterfield, Missouri passed and approved Ordinance 3235 establishing the Wildhorse Village Special Business District; and

WHEREAS, the City Council also passed and approved Ordinance 3319 establishing the Downtown Chesterfield Special Business District; and

WHEREAS, on September 15, 2025, in accordance with the provisions of Section 67.110 RSMo., after due notice as required by law and prior to adoption of any tax rate, the City Council conducted a public hearing regarding the rates hereinafter adopted at which all citizens were afforded an opportunity to be heard;

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

Section 1. There is hereby levied for the year 2025 upon all real property, subject to taxation, within the Wildhorse Village Special Business District in the City of Chesterfield, Missouri, the following ad valorem taxes:

- a) For Special Business District purposes a tax levy of **\$0.4170** on residential property, a tax levy of **\$0.4170** on commercial property, and a tax levy of **\$0.0000** on agricultural property on each one hundred dollars (\$100.00) of assessed valuation.

Section 2. There is hereby levied for the year 2025 upon all real property, subject to taxation, within the Downtown Chesterfield Special Business District in the City of Chesterfield, Missouri, the following ad valorem taxes:

- a) For Special Business District purposes a tax levy of **\$0.00** on residential property, a tax levy of **\$0.00** on commercial property, and a tax levy of **\$0.00** on agricultural property on each one hundred dollars (\$100.00) of assessed land valuation.

Section 3. The City Clerk is directed to send a certified copy of this Ordinance to the St. Louis County Department of Revenue prior to October 1, 2025.

Section 4. This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

PRESIDING OFFICER

Dan Hurt, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: __/__/__
