



AGENDA
CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Monday, March 16, 2026
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 - March 2, 2026
- VI. INTRODUCTORY REMARKS** - Mayor Dan Hurt
 - A. Thursday, March 19, 2026 - Planning & Public Works (5:30pm)
 - B. Tuesday, April 21, 2026 - City Council (7pm)
- VII. COMMUNICATIONS AND PETITIONS** - Mayor Dan Hurt
- VIII. APPOINTMENTS** - Mayor Dan Hurt
- IX. COUNCIL COMMITTEE REPORTS**
 - A. **Planning and Public Works Committee – Chairperson Merrell Hansen, Ward IV**
 - 1. **Bill No. 3583 – MSD Municipal Stormwater Grant Program:** An ordinance authorizing the City of Chesterfield to enter into and execute an Agreement with the Metropolitan St. Louis Sewer District for participation in a Municipal Stormwater Grant Program and authorizing and directing the City Administrator of the City of Chesterfield to enter into, on behalf of the City, a Municipal Stormwater Grant Participation Agreement. **(Second Reading)**
Planning & Public Works Committee recommends approval with a

6-0 vote.

2. **POWER OF REVIEW – Westland Acres 2026 TPP:** A Tree Preservation Plan and Tree Stand Delineation for 56.31 acres of land zoned “PUD” Planned Unit District located north of Strecker Road and east of Church Road. **(Voice Vote) Planning Commission recommends approval with the condition that the applicant must resubmit the Tree Preservation Plan, along with any Code-required mitigation, to the Planning Commission for review if unavoidable tree removals result in noncompliance with the approved Tree Preservation Plan. The motion passed by an 8-0 vote. Planning & Public Works Committee recommends approval with a 4-0 vote.**
 3. **Next Meeting - Thursday, March 19, 2026 (5:30pm)**
- 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. **Next Meeting - Not yet scheduled**
- D. Public Health and Safety Committee – Chairperson Mary Monachella, Ward I**
1. **Proposed Resolution No. 517 -** A resolution Authorizing The City Administrator To Execute An Amendment To The Contract With St. Louis County Justice Services To House Chesterfield Municipal Prisoners When Necessary. This Resolution would approve an increased cost of \$75 per diem from the previous cost of \$50 per day. **(Roll Call Vote) Public Health and Safety Committee recommends approval with a 4-0 vote.**
 2. **Bill No. 3584 - Halloween Conduct - Sex Offenders:** An ordinance of the City of Chesterfield, Missouri, amending section 210.1550 to remove the sign requirement. **(Second Reading) Public Health and Safety Committee recommends approval with a 4-0 vote.**

3. Next Meeting - Not yet scheduled

X. REPORT FROM THE CITY ADMINISTRATOR - Mike Geisel

A. Excess Checks Report - February 2026

B. **Proposed Resolution No. 518** - A resolution of the Chesterfield City Council endorsing St. Louis County's Grant Program for the city's waste reduction efforts. **(Voice Vote) Department of Parks, Recreation and Arts recommends approval.**

C. **Proposed Resolution No. 519 - Downtown Chesterfield Special Business District:** A resolution of the City Council of the City of Chesterfield, Missouri stating its intention to enlarge in area the Downtown Chesterfield Special Business District. **(Roll Call Vote) Department of Planning recommends approval.**

D. Hog Hollow Road Closure – Professional Services

Agreement: Recommendation to authorize the City Administrator to enter into a contract with Horner and Shifrin in an amount not to exceed \$115,000. This will necessitate a Budgetary Transfer from General Fund – Fund Reserves to Account 120-079-5261. **(Roll Call Vote) Department of Public Works recommends approval.**

E. **2026 Sidewalk Project A:** This project contains two components – a sidewalk leveling contract and a sidewalk replacement contract. This project is budgeted at \$300,000 in Account 120-079-5497.

- Recommendation to accept the low bid for the 2026 Sidewalk Leveling Project submitted by Lift Rite Incorporated and to authorize the City Administrator to enter into an Agreement with Lift Rite Incorporated in an amount not to exceed \$110,000. **(Roll Call Vote) Department of Public Works recommends approval.**
- Recommendation to accept the low bid for the 2026 Sidewalk Replacement Project A, submitted by R&G Concrete and to authorize the City Administrator to enter into an Agreement with R&G Concrete in an amount not to exceed \$190,000. **(Roll Call Vote) Department of Public Works recommends approval.**

- F. Safeware - CEIA Opendate Purchase** - Recommendation to accept a quote from Safeware Inc. for our security gate needs and if approved a purchase order should be created in the name of "Safeware Inc." for the amount of \$52,602.42. \$50,000 from 119-085-5480 and \$2,602.42 from 119-085-5313. **(Roll Call Vote) Department of Parks, Recreation and Arts recommends approval.**

- G. Replacement Mower Purchase** - Recommendation to accept the quote for a Toro Groundsmaster 4500 from MTI Distributing. If approved a purchase order will be created in the amount of \$86,979.49 from 119-084-5440. **(Voice Vote) Department of Parks, Recreation and Arts recommends approval.**

XI. OTHER LEGISLATION

- A. Bill No. 3585 - Refinancial Participation Swingley Ridge Road Project:** An ordinance authorizing the City Administrator of the City of Chesterfield to enter into and execute agreements providing partial funding for the North Outer 40 - Swingley Ridge Road Project and acknowledging satisfaction of related zoning obligations. **(First Reading) Department of Planning and Public Works 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

MARCH 2, 2026

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 February 10, 2026 Finance and Administration Committee of the Whole were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Koch, to approve the February 10, 2026 Finance and Administration Committee of the Whole minutes. A voice vote was taken with a unanimous affirmative result and Mayor Hurt declared the motion passed.

The minutes of the February 17, 2026 City Council meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Monachella, to approve the February 17, 2026 City Council minutes. A voice vote was taken with a unanimous affirmative result and Mayor Hurt declared the motion passed.

The minutes of the February 17, 2026 Executive Session were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Koch, to approve the February 17, 2026 Executive Session minutes. A voice vote was taken with a unanimous affirmative result and Mayor Hurt declared the motion passed.

The minutes of the February 19, 2026 Planning and Public Works Committee of the Whole were submitted for approval. Councilmember Hansen made a motion, seconded by Councilmember Mastorakos, to approve the February 19, 2026 Planning and Public Works Committee of the Whole minutes. A voice vote was taken with an affirmative result (Councilmember Moore abstained) and Mayor Hurt declared the motion passed.

INTRODUCTORY REMARKS

Mayor Hurt announced that the next meeting of City Council is scheduled for Monday, March 16, at 7 p.m.

COMMUNICATIONS AND PETITIONS

There were no public comments.

APPOINTMENTS

Mayor Hurt nominated Mr. Frank (McLeod) Patton for re-appointment to the Police Personnel Board. Councilmember McGuinness made a motion, seconded by Councilmember Monachella, to re-appoint Mr. Frank (McLeod) Patton to the Police Personnel Board for a term of three years. A voice vote was taken with a unanimous affirmative result and Mayor Hurt declared the motion passed.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning & Public Works Committee

Councilmember Merrell Hansen, Chairperson of the Planning and Public Works Committee, made a motion, seconded by Councilmember Monachella, to approve the amended site development concept plan, landscape plan and lighting plan for Chesterfield Village Mall, as recommended by the Planning Commission and as recommended by the Planning and Public Works Committee of the Whole with the condition that the details on the parking spaces and height of the parking structure be removed and those details be submitted on the subsequent site development section plan for the parking garage. A

voice vote was taken with a unanimous affirmative result and Mayor Hurt declared the motion passed.

Bill No. 3583 Authorizes the City of Chesterfield to enter into and execute an Agreement with the Metropolitan St. Louis Sewer District for participation in a Municipal Stormwater Grant Program and authorizing and directing the City Administrator of the City of Chesterfield to enter into, on behalf of the City, a Municipal Stormwater Grant Participation Agreement **(First Reading)**
Planning & Public Works Committee recommends approval with a 6-0 vote

Councilmember Hansen made a motion, seconded by Councilmember Monachella, for the first reading of Bill No. 3583. A voice vote was taken with a unanimous affirmative result and Mayor Hurt declared the motion passed. Bill No. 3583 was read for the first time.

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

Finance & Administration Committee

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

Public Health & Safety Committee

Bill No. 3584 Amends section 210.1550 to remove the sign requirement **(First Reading)**
Public Health and Safety Committee recommends approval with a 4-0 vote

Councilmember Mary Monachella, Chairperson of the Public Health and Safety Committee, made a motion, seconded by Councilmember Moore, for the first reading of Bill No. 3584. A voice vote was taken with a unanimous affirmative result and Mayor Hurt declared the motion passed. Bill No. 3584 was read for the first time.

Councilmember Monachella made a motion, seconded by Councilmember Hansen, to postpone action on the amended contract with St. Louis County for housing municipal prisoners at St. Louis County Justice Center until the next City Council meeting. A voice

vote was taken with a unanimous affirmative result and Mayor Hurt declared the motion passed.

Councilmember Monachella made a motion, seconded by Councilmember Budoor, to approve the Elementary School Resource Officers (ESROs) Pilot Program, as recommended by the Public Health and Safety Committee. A voice vote was taken with a unanimous affirmative result and Mayor Hurt declared the motion passed.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel indicated that there were no action items from the City Administrator on the agenda for this meeting.

OTHER LEGISLATION

There was no other legislation on the agenda for this meeting.

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 7:28 p.m.

Mayor Dan Hurt

ATTEST:

Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____



RECORD OF PROCEEDING

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

March 5, 2026

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

PRESENT

Mayor Dan Hurt
Chairperson Hansen, Ward IV
Council Committee Member Mary Monachella, Ward I
Council Committee Member Mary Ann Mastorakos, Ward II
Council Committee Member Lane Koch, Ward III
Councilmember Pat Tocco, Ward II
Councilmember Michael Moore, Ward III
Councilmember Gary Budoor, Ward IV
Justin Wyse, Director of Planning
Isaak Simmers, City Planner
Theresa Barnicle, Executive Assistant
John Nations, applicant for Westland Acres
Mike Lawless, applicant for Westland Acres
Josh Foster, applicant for Westland Acres
Brett Hardesty, Hardesty Homes

ABSENT

APPROVAL OF MINUTES

Councilmember Koch made a motion, seconded by Councilmember Mastorakos, to approve the February 19, 2026 Planning and Public Works Committee of the Whole Meeting Minutes. A vote was taken with a unanimous affirmative result (4-0), and the motion was declared passed.

NEW BUSINESS

Westland Acres 2026 Tree Preservation Plan

A Tree Preservation Plan and Tree Stand Delineation for 56.31 acres of land zoned “PUD” Planned Unit District were presented to the committee. The applicant proposes removing approximately 1,400 square feet of tree canopy while preserving about 780 square feet, thereby meeting the minimum 35% canopy preservation requirement established by Ordinance 3365.

City Planner Isaak Simmers explained that the developer has an internal deadline to remove the trees on site before the end of March to avoid disturbing a protected bat species that is active from April through November. Because of this deadline, the Tree Preservation Plan and Tree Stand Delineation have been submitted as a separate package from the remainder of the Site Development Plan. Mr. Simmers further explained that the Planning Commission approved the plan unanimously (8–0) on February 23, with the condition that the developer must resubmit the plan if unavoidable removals cause non-compliance with preservation requirements.

Under the City’s code, monarch trees, which are designated for their size and quality, must be preserved when feasible; the plan identifies 53 such trees, with 26 proposed for preservation. Several monarch trees slated for removal have been assessed as poor quality or are located in areas where required grading would likely compromise their survival.

Concerns were raised regarding whether grading necessary for infrastructure, particularly stormwater management, could be adjusted to preserve additional trees. In response, the developer and staff emphasized adherence to approved zoning requirements and safety considerations, including maintaining appropriate distances between large trees and homes. Tree loss is attributed in part to grading required for roads and stormwater infrastructure, which reduces natural slopes of up to 30 percent to 10 percent or less.

Some tree deaths are anticipated due to root disruption from grading, and the preservation plan accounts for these likely losses rather than only direct removals. Erosion risks will be addressed through grading permits, mitigation plans, and financial sureties requiring developers to remedy any resulting damage. Staff noted that while erosion risks cannot be eliminated entirely, they are mitigated through established City processes.

The project will also include a landscape plan with additional plantings to offset vegetation loss, which will be reviewed alongside the site plan. An escrow will be held by the City ensure landscaping survives for at least two years, requiring replacement of any dead plants prior to escrow release. Tree protection fencing will be installed to clearly mark preservation zones during construction and prevent accidental removal.

While committee members expressed interest in more proactive tree preservation, they acknowledged staffing limitations and the need to rely on the developer and arborist’s professional judgment during field implementation.

Councilmember Mastorakos made a motion, seconded by Councilmember Monachella, to make a recommendation of the item as recommended by Planning Commission. A vote was taken with a unanimous affirmative result (4-0), and the motion was declared passed. This matter will be forwarded to the full City Council.

Residential Zoning Discussion

The discussion centered around how the City has nearly exhausted its large tracts of land suitable for single-family home development, with only Westland Acres and Chesterfield Manor currently under review for development. Examples of remaining parcels, such as a property near the Nooning Tree subdivision on Olive Boulevard measuring less than three acres, present development challenges due to limited size and terrain constraints.

Under the current R-2 zoning classification, developers are restricted from building attached housing similar to nearby neighborhoods unless the property is rezoned to R-5, which permits attached units but introduces concerns about increased density. City staff therefore requested committee consensus to begin formal planning and zoning discussions aimed at creating more flexible yet controlled development options for small parcels.

Developer Brett Hardesty presented design concepts inspired by projects in Colorado, featuring courtyard-style homes with rear garages and landscaped front areas intended to enhance the streetscape. This approach would allow for medium-density housing while maintaining privacy, visual appeal, and neighborhood character, potentially offering more affordable housing options.

However, implementing such designs may require new zoning classifications or special Planned Unit Developments (PUDs), as current codes do not accommodate these layouts. Committee members emphasized the importance of ensuring that new developments align with the character of surrounding neighborhoods to prevent visual or density conflicts. They also stressed the need for a clear and prescriptive approval process that integrates zoning and site plan review to minimize uncertainty, while preserving City Council's discretion to approve or deny projects based on design, density, and compatibility.

The discussion covered some lessons from the Westland Acres development and the highlighting of community concerns regarding density and front-facing homes along major roads, underscoring the value of establishing clear expectations early in the planning process. Staff noted the challenge of balancing innovative housing options with established neighborhood standards in order to maintain Chesterfield's identity and resident satisfaction.

Although residents often associate increased density with apartment-style development and may oppose it, committee members acknowledged that well-designed attached housing can be attractive, lower maintenance, and responsive to the needs of younger buyers and evolving housing markets.

Overall, the committee expressed support for developing thoughtful zoning solutions that encourage innovation while preserving community character and avoiding excessive density.

There was general consensus from the Committee for Staff to begin working with Planning Commission on this topic. A recommendation will be forwarded to the Planning and Public Works Committee following review by the Planning Commission for any proposed changes.

ADJOURNMENT

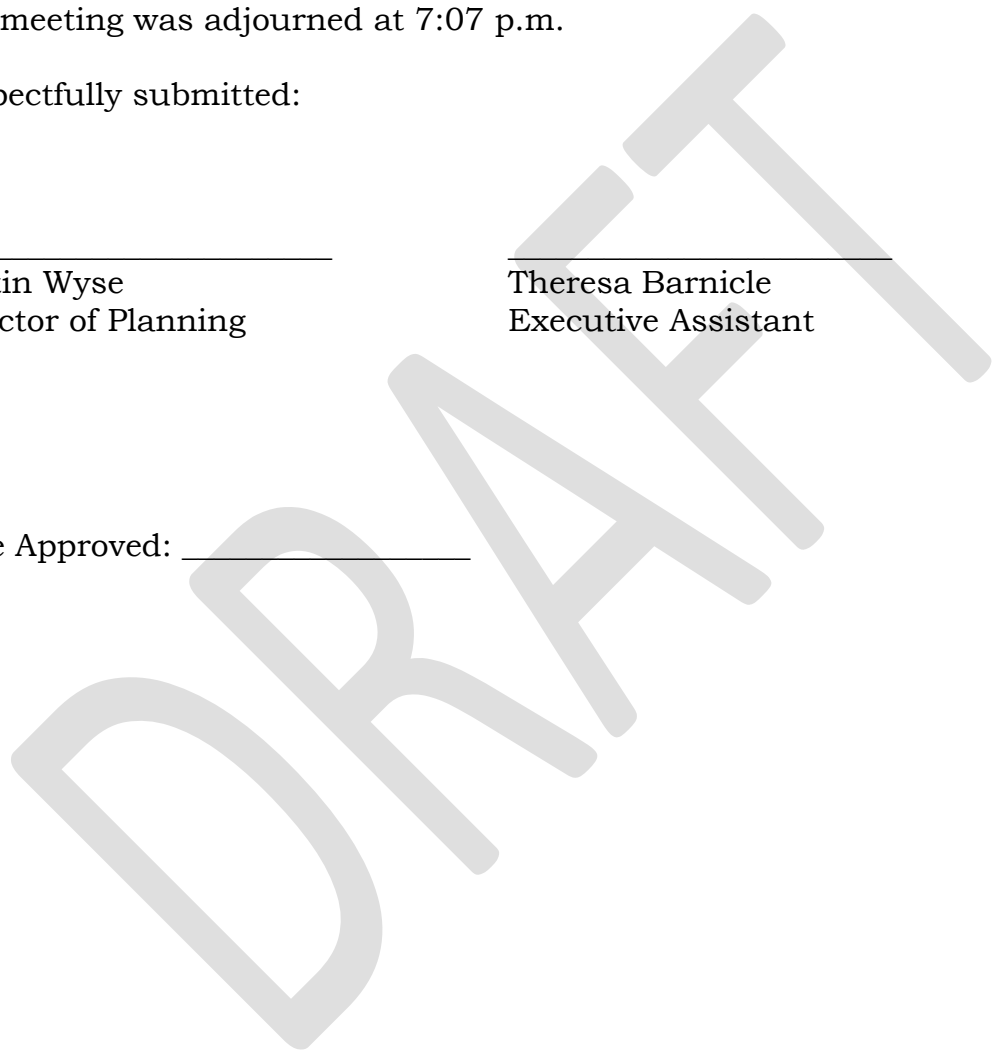
The meeting was adjourned at 7:07 p.m.

Respectfully submitted:

Justin Wyse
Director of Planning

Theresa Barnicle
Executive Assistant

Date Approved: _____




Memorandum

Department of Public Works



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

FROM: James A. Eckrich, P.E. 
Public Works Dir. / City Engineer

DATE: February 11, 2025

RE: MSD Municipal Stormwater Grant Program

In April 2024, voters approved Proposition S to allow MSD to address growing flooding and erosion problems throughout the St. Louis area. Thirty percent of the money generated through this ballot initiative will be allocated to municipalities through Municipal Stormwater Grants. The amount available to the City of Chesterfield will be \$350,000 per year, adjusted annually by MSD.

As reported to City Council previously, the City of Chesterfield Engineering Staff has concerns about the Municipal Stormwater Grant Program (Program) and its impact on regional stormwater management. Nevertheless, the Program is moving forward and it would be fiscally irresponsible for the City to forego funding opportunities. In order to participate in the Program, MSD is requiring that cities adopt the attached Municipal Stormwater Grant Participation Agreement (Agreement). **This Agreement has been reviewed by the City Engineer and the City Attorney. While both Mr. Graville and I have some objections to the Program overall, we have no objections to this Agreement and recommend that City Council authorize its execution so that the City can proceed with future grant submittals.**

As you may recall, City Council has previously considered this Program and adopted a policy (PW43) to delineate how these funds are to be used. Since the adoption of Policy PW43, the annual funding from MSD has increased (\$300,000 to \$350,000). Additionally, MSD has begun to issue the parameters and regulations regarding the grant Program, some of which are contained in the attached Agreement. City Engineering Staff will need to review the MSD regulations and the impact to Policy PW43. Once a full analysis is complete, recommended changes to Policy PW43 will be submitted to the Planning and Public Works Committee of City Council.

The first round of MSD grants are due on February 27, 2026. The City of Chesterfield has submitted a grant request for \$215,123 to fund a portion of the costs to reconstruct the Wilson Avenue culvert. As you may recall, the bids for this project

were higher than anticipated, and the project was authorized at a cost \$300,000 over budget. While this overage was later offset by a \$300,000 underrun in the Concrete Slab Replacement Projects, it would be beneficial to replenish the Capital Projects Fund for these costs associated with the new Wilson Avenue culvert.

It remains my recommendation that these stormwater grant funds be used for three purposes: 1) public stormwater projects; 2) reimbursement to subdivisions for stormwater related projects; 3) “banking” of funds for a large stormwater project at a later date. Based upon the Program requirements provided thus far, I have some concerns that it may be difficult to get approval for projects to reimburse subdivisions. Additional Program review and meetings with MSD will be necessary prior to drawing any firm conclusions.

Action Recommended

This matter should be forwarded to the Planning and Public Works Committee of City Council. Should PPW concur with Staff’s recommendation, it should:

- 1) Recommend execution of the attached ordinance authorizing execution of the Municipal Stormwater Grant Participation Agreement to the full City Council.
- 2) Authorize City Staff to submit a grant request for \$215,123 for reimbursement of costs associated with the Wilson Avenue culvert. Note that reconstruction of this culvert is already funded within the Wilson Avenue Reconstruction Project. If the grant application is successful, these costs associated it the culvert would be reimbursed to the City’s Capital Projects Fund. #2 AUTHORIZED BY PPW ON 2/19/2026

I concur. Please forward to PPW for their review and consideration.

 2026-2-11

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY OF CHESTERFIELD TO ENTER INTO AND EXECUTE AN AGREEMENT WITH THE METROPOLITAN ST. LOUIS SEWER DISTRICT FOR PARTICIPATION IN A MUNICIPAL STORMWATER GRANT PROGRAM AND AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR OF THE CITY OF CHESTERFIELD TO ENTER INTO, ON BEHALF OF THE CITY, A MUNICIPAL STORMWATER GRANT PARTICIPATION AGREEMENT.

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

Section 1. The City Administrator shall execute a Municipal Stormwater Grant Participation Agreement with the Metropolitan St. Louis Sewer District Contract which will allow the City of Chesterfield to participate in the Municipal Stormwater Grant Program as administered by the Metropolitan St. Louis Sewer District.

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

Passed and approved this _____ day of _____, 2026.

PRESIDING OFFICER

Dan Hurt, MAYOR

ATTEST:

Vickie McGownd, City Clerk

[FIRST READING HELD: _____]

MUNICIPAL STORMWATER GRANT PARTICIPATION AGREEMENT

This MUNICIPAL STORMWATER GRANT PARTICIPATION AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20____ (“Effective Date”), by and between The Metropolitan St. Louis Sewer District (the “District”), and the [County][City][Village] of _____ (the “Municipality”).

RECITALS

WHEREAS, following voter approval in April 2024, the District implemented a stormwater property tax on all residential property and a stormwater impervious charge on all non-residential properties to fund a District-wide stormwater improvement program (the “Stormwater Improvement Program”); and

WHEREAS, the District has decided to allocate a certain amount of revenue generated by the Stormwater Improvement Program towards a municipal stormwater grant program (the “Municipal Stormwater Grant Program”); and

WHEREAS, under the Municipal Stormwater Grant Program, a participating municipality can apply for grant dollars to help fund local stormwater projects to improve flooding and erosion control; and

WHEREAS, the Municipality desires to participate in the Municipal Stormwater Grant Program; and

WHEREAS, the District is authorized to enter into this Agreement pursuant to Ordinance No. 16741, as adopted by the District’s Board of Trustees on January 8, 2026; and

WHEREAS, the Municipality has been lawfully authorized by its governing body to enter into this Agreement, and the official who has applied his/her signature to this Agreement has been duly authorized to execute it for and on behalf of the Municipality, and is otherwise authorized to act as the representative of the Municipality in connection with this Agreement; and

WHEREAS, the purpose of this Agreement is to set forth the general terms and conditions under which the Municipality may access and use Grant Funds (defined below) for an approved project.

NOW THEREFORE, in consideration of certain mutual benefits inuring to the parties hereto, and to the public, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

TERMS

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Definitions.**

- a. **“Project”** refers to any stormwater-related project submitted by the Municipality to the District for approval as described in Section 3 below that is to be funded in whole or in part by Grant Funds.
- b. **“Rules and Regulations”** means all District rules, regulations, manuals, standards, policies, criteria, technical specifications, and requirements applicable to sewer construction and stormwater development, as amended from time to time.
- c. **“Grant Funds”** means the funds made available by the District to the Municipality under the Municipal Stormwater Grant Program for a Project.

3. **Application Process and Project Submittal.**

- a. To obtain Grant Funds from the District, the Municipality shall submit an application and all required Project plans and other information to the District in the form and manner required by the District for approval. The application shall, among other things, specify the amount of available Grant Funds the Municipality is seeking from the District.
- b. The District may not review any application for Grant Funds submitted by a Municipality that has an outstanding balance owed to the District for unpaid charges or fees or is otherwise in violation of any District Ordinance, rule or regulation, until said Municipality has either paid the balance in full or reached an agreement with the District that will result in payment of the balance owed or has otherwise rectified any issue of non-compliance.
- c. All Projects funded in whole or in part with Grant Funds must comply with the District’s Rules and Regulations regarding stormwater development, including applicable design criteria, and technical and construction standards. The Municipality agrees to comply with all requirements needed for the District to approve the Project plans.
- d. The District will review the application and submittals for completeness and compliance with this Agreement and the Rules and Regulations.

4. **Grant Determination and Project Approval.** If the District determines that: (a) the Municipality’s application meets the District’s requirements; (b) the proposed Project addresses a flooding or erosion control issue, and (c) there are Grant Funds available for distribution to the Municipality, then the District will approve the Project and make the requested Grant Funds available. The Parties agree that the terms of this Agreement shall apply to any Project that is funded in whole or in part by Grant Funds.

5. **Disbursement; Use of Funds.** Grant Funds shall be used solely for eligible Project costs approved by the District. Disbursement shall occur in accordance with District procedures,

which, at the District's discretion, may include a lump sum payment, reimbursement upon submission of satisfactory documentation, or progress payments tied to milestones approved by the District depending on the Project. The Municipality shall diligently pursue efforts to complete the approved Project in a timely manner. The District may withhold, reduce, or delay disbursements if the Municipality is in breach, fails to provide required documentation, or if the Project no longer complies with the Rules and Regulations.

6. **Permits and Approvals.** The Municipality shall obtain, maintain, and comply with all permits, licenses, consents, and approvals necessary to complete an approved Project, including but not limited to federal, state, and local permits, and any permits required by the District.
7. **Changes; Notice.** The Municipality shall provide prompt written notice to the District of any material changes in scope, schedule, or budget impacting a given Project, and shall not implement material changes without the District's prior written consent.
8. **Dedication, Easements, and Related Documents.** In the event an approved Project involves new construction that will become part of the District's public sewer system, the Municipality agrees to complete the District's dedication process for eligible Project improvements and to execute and deliver any easements, dedications, affidavits, plats, maintenance/access instruments, as-built plans, GIS data, or similar documents or information the District deems necessary for the Project to be dedicated to the District and become part of the public sewer system.
9. **Compliance with Laws; Prevailing Wage.** As a condition of receiving Grant Funds, the Municipality shall comply, and shall cause its contractors and subcontractors to comply, with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation, applicable prevailing wage laws and laws governing the bidding of public works projects.
10. **Records; Retention; Cooperation.** The Municipality shall establish and maintain complete and accurate records relating to the Project and Grant Funds, including but not limited to engineering studies, plans, procurement, contracts, change orders, pay applications, payrolls, certified wage documentation, inspections, testing, and closeout. The Municipality shall retain all such records for at least ten (10) years after Project completion and shall make such records available to the District in a timely manner upon request.
11. **Audit Rights.** The District reserves the right to audit any Project and all related records, whether held by the Municipality or its contractors, subcontractors, or consultants. The Municipality shall provide reasonable access to personnel, sites, records, and systems during normal business hours and shall cause its contractors and subcontractors to do the same.
12. **Misapplication of Funds; Suspension; Repayment.** If the District determines that the Municipality has misapplied Grant Funds, the Municipality will be suspended from

participation in the grant program. In addition, the Municipality may be required to repay misapplied funds as a penalty, in an amount and on a schedule determined by the District, without prejudice to other remedies available at law or in equity.

13. **Term; Termination of Agreement.**

- a. This Agreement commences on the Effective Date and shall remain in effect so long as the Municipality chooses to participate in the Municipal Stormwater Grant Program. Either Party may terminate this Agreement, with or without cause, at any time by providing thirty (30) days' written notice.
- b. The District may immediately terminate this Agreement if the Municipal Stormwater Grant Program is cancelled or no longer funded due to a change in law or a decision of the District's Board of Trustees. Under no circumstances shall the District be obligated to fund a Project once all Grant Funds have been distributed to the Municipality.
- c. The District may immediately terminate this Agreement if the Municipality is in violation of any Ordinance of the District or fails to pay amounts due the District for wastewater or stormwater services.

14. **Independent Status; No Third-Party Beneficiaries.** The Parties agree that the Municipality's acceptance of any Grant Funds does not in any way establish an agency, partnership, or joint venture between the District and the Municipality, its contractors, or any other third-party. The Municipality and its contractors are independent entities. No third-party beneficiaries are intended under this Agreement.

15. **Assignment.** The Municipality shall neither assign nor transfer any rights or obligations under this Agreement without prior written consent of the District, approved by the same parties who executed and approved this Agreement, or their successors in office.

16. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, any or all of which may contain the signatures of fewer than all of the parties but all of which shall be taken together as a single instrument, which shall constitute an original. This Agreement may be executed and signatures exchanged by electronic means and electronic and digital signatures shall constitute an original signature for all purposes.

17. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of Missouri.

18. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provisions of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions and agreements. Amendments must be made in writing signed by both Parties.

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

**THE METROPOLITAN ST. LOUIS
SEWER DISTRICT**

BY: _____

Bret Berthold
CEO & Executive Director

ATTEST:

APPROVED AS TO FORM
OFFICE OF GENERAL COUNSEL

Timothy Snoke
Secretary-Treasurer

BY: _____

Todd J. Aschbacher
General Counsel

NAME OF MUNICIPALITY: _____

BY: _____

PRINT NAME: _____

TITLE: _____

ATTEST:

Application for Stormwater Grant Project
Reimbursement Program



Date: 2/4/26

Municipality: City of Chesterfield

Project Contact:

Name: Jeff Paskiewicz, PE

Title: Senior Civil Engineer

E-mail: jpaskiewicz@chesterfield.mo.us

Phone: 636-537-4759

To be completed by MSD

Date Received: _____

MSD Project #: _____

MSD Project Name: _____

Municipal Stormwater OMCI

Project Information:

Municipal Stormwater Reimbursement Amount Requested: \$215,123.00

OMCI Subdistrict (if applicable): N/A

OMCI Reimbursement Amount Requested (if applicable): N/A

Project Name: Wilson Avenue Improvement Project (City Project #2021-PW-14)

Project Address: 1224 Wilson Avenue (address of property nearest to culvert on Wilson Avenue)

Issue Being Addressed: Replacement of failing culvert as part of roadway construction project. Replacement of the culvert will also address erosion and flooding concerns.

Project Description: In January 2026, the City awarded a project for reconstruction a of portion of Wilson Avenue. The project will realign a section of Wilson Avenue and as part of the realignment, a failing 5'x5' box culvert will be replaced with a 12'x8' cast in place box culvert. The box culvert carries flow from an unnamed tributary and the larger box culvert will improve the hydraulics. The project has been awarded to Kelpe Contracting and construction is scheduled to begin in March 2026.

Has project been submitted to MSD Development Review: Yes No

If Yes, MSD Accela #: 23MSD-00301 and 23FLPLS-00016

Other Pertinent Information: The project has received MSD approval for both the construction plans and the floodplain study. Kelpe Contracting will be pulling permits to complete the work in spring 2026.

Please attach application and the following supporting materials and send to: Stormwatergrants@stlmsd.com

- Overview Map of project location including street names (required)
- Cost Estimate (required)
- Project Plans (if relevant)
- Other Supporting Documents, Reports, Pictures Etc. (describe) The applicable culvert line items from Kelp Contracting's bid were used to determine the cost estimate. Photos and a partial plan set from the approved construction plans are attached.

Eligible stormwater expenditures may include the following: Stormwater planning or engineering design; Construction of stormwater sewers and inlets; Streambank stabilization and erosion control; Drainage system improvements; Floodplain property buyouts or floodproofing measures; Restoration of flow or storage capacity under bridges or within detention basins; Floodwall and levee improvements; Removal of impervious surfaces related to flooding or erosion problems; Other stormwater-related activities approved by MSD to address drainage, flooding, or erosion issues (only work contracted for directly by the recipient is eligible). Note: Funding cannot be used for MS4 compliance activities, routine maintenance, or staffing costs.

Signature:

Title: Director of Public Works/City Engineer

Printed Name: James A. Eckrich, PE

Date: 2/4/2026

Estimate of Project Costs

Project	Wilson Avenue Improvement Project (2021-PW-14) Culvert Associated Line Items taken from Kelpo Contracting Bid
Date:	1/27/2026

Item	Quantity	Unit	Unit Price	Amount
CLASS B-1 CONCRETE (CULVERTS)	155.1	CY	\$725.00	\$112,447.50
REINFORCING STEEL (CULVERTS)	26,840.0	LB	\$1.95	\$52,338.00
PEDESTRIAN FENCE (STRUCTURES)	72.0	LF	\$100.00	\$7,200.00
FURNISHING TYPE 2 ROCK BLANKET	516.0	CY	\$57.60	\$29,721.60
PLACING TYPE 2 ROCK BLANKET	516.0	CY	\$26.00	\$13,416.00
TOTAL:				\$215,123.10

**CITY OF CHESTERFIELD
POLICY STATEMENT**

PUBLIC WORKS		NO.	43
SUBJECT	MSD Municipal Stormwater Grant Program	INDEX	PW
DATE ISSUED	7/21/2025	DATE REVISED	

BACKGROUND

In April 2024 St. Louis area voters approved Proposition S to allow MSD to address growing flooding and erosion problems throughout the St. Louis area. Thirty percent of the money generated through this ballot initiative will be allocated to municipalities and St. Louis County through Municipal Stormwater Grants. The amount available to the City of Chesterfield will be \$300,000 per year, adjusted annually by MSD.

As the regulatory authority for stormwater in the St. Louis area, MSD is responsible for prioritizing and addressing stormwater problems. The City of Chesterfield will not accept this responsibility from MSD and will not create a separate prioritization system. Such a separate system would be inefficient, duplicative, and not in the best interest of the citizens of the City of Chesterfield. It is expected that the Municipal Stormwater Grants will become available in early 2026.

POLICY

The City of Chesterfield will request Municipal Stormwater Grants for only two purposes:

- The first purpose will be to fund public stormwater projects. Specifically, the City will utilize these funds to construct stormwater improvements in the public right of way, within City property (including City parks) or as part of the Chesterfield Valley Stormwater Master Plan. In the first three years of the grant program (2026-2028) the City of Chesterfield will limit any Municipal Stormwater Grant request to \$100,000 or less, unless a larger submittal is authorized by the City Council.
- The second purpose will be to reimburse subdivisions for expenses incurred related to improvements to private stormwater facilities, stormwater retention/detention basins, or stormwater Best Management Practices (BMPs) maintained by the subdivision. Subdivisions can apply for Municipal Stormwater Grant funds, through the City of Chesterfield, beginning in 2026 for reimbursement in 2027. The Department of Public Works will create an application form for this purpose. Any request for

reimbursement to a subdivision requires a 100% match and will be capped at \$10,000 per subdivision for 2027 and 2028. For 2027 and 2028 the aggregate reimbursement to all subdivisions will be capped at \$100,000, unless a higher amount is authorized by City Council.

It is the City of Chesterfield’s intent to “bank” stormwater funds of \$100,000 per year beginning in 2026. These “banked” funds will only be used for one of the two reasons delineated above – public projects or detention basins / BMPs maintained by a subdivision. The “banked” funds are intended to address a future large-scale project and can only be authorized by City Council, with a positive recommendation from the Planning and Public Works Committee.

EXECUTION


The Department of Public Works Staff will begin applying for Municipal Stormwater Grant Funds in 2026 for public projects.

Beginning in 2025, Department of Public Works Staff will formalize a program and create an application for subdivision use of Municipal Stormwater Grant Funds. This information will be disseminated to subdivisions and specifically addressed at the annual Trustee Symposiums. The City will begin receiving applications from subdivisions in 2026 for potential reimbursement beginning in 2027.


The Director of Public Works shall generate a report annually on the status of Municipal Stormwater Grants. This report shall be submitted to the City Administrator and reviewed by the Planning and Public Works Committee. After three years of this program the Director of Public Works shall make recommendations to refine and improve this program, including any changes to the funding allocations delineated in this Policy.

Modifications to this Policy must be approved by City Council. Nothing in this Policy shall restrict City Council from revising or repealing this Policy at any time. All use of Municipal Stormwater Grant Funds shall adhere to this Policy or be specifically authorized by City Council.

RECOMMENDED BY:

 PPW Committee 5/1/2025
Department Head/Council Committee (if applicable) Date

APPROVED BY:

 2025-7-22
City Administrator Date

City Council 7/21/2025
City Council (if applicable) Date

Memorandum

Department of Planning



To: City Council
From: Justin Wyse, Director of Planning *JW*
Date: March 16, 2026

RE: **Westland Acres 2026 TPP:** A Tree Preservation Plan and Tree Stand Delineation for 56.31 acres of land zoned “PUD” Planned Unit District located north of Strecker Road and east of Church Road.

Summary

JHB Properties, Inc., on behalf of Provision Land Development, has submitted a Site Development Plan and associated materials for review for the “PUD” Planned Unit District known as Westland Acres. The developer has an internal deadline to remove the trees on site before the end of March; therefore, a Tree Preservation Plan and Tree Stand Delineation have been submitted as a separate package.

The City of Chesterfield Planning Commission reviewed the above-referenced project at the February 23, 2026 Planning Commission meeting. At that time, the Planning Commission approved the request by a vote of 8-0, with one condition.

- The applicant must resubmit the Tree Preservation Plan, along with any Code-required mitigation, to the Planning Commission for review if unavoidable tree removals result in noncompliance with the approved Tree Preservation Plan.

A Power of Review was called in accordance with Section 405.02.200 of the City Code. The Planning & Public Works Committee reviewed the project on March 5, 2026, and at that time recommended approval as presented. The recommendation passed unanimously. The City Council may affirm, reverse, or modify, in whole or in part, any prior determination.

Attachments

1. PC Staff Report
2. TSD
3. TPP

690 Chesterfield Pkwy W • Chesterfield MO 63017-0760
 Phone: 636-537-4000 • Fax 636-537-4798 • www.chesterfield.mo.us

Planning Commission Staff Report

Meeting Date: February 23, 2026

From: Isaak Simmers, Planner

Location: 17033, 17039, 17069, 17061, 17071, 17051, 17063, 17077, 17065, 17067, 17091 Church Rd, 1502 West Hill Rd, 17699, 17617, 17615 Bridgeway Dr

Description: **Westland Acres 2026 TPP:** A Tree Preservation Plan and Tree Stand Delineation for 56.31 acres of land zoned “PUD” Planned Unit District located north of Strecker Road and east of Church Road.

PROPOSAL SUMMARY

JHB Properties, Inc., on behalf of Provision Land Development, has submitted a Site Development Plan and associated materials for review for the “PUD” Planned Unit District known as Westland Acres. The applicant has submitted both a Site Development Plan and a Boundary Adjustment Plat, which are currently under review by the City, as well as an application for a grading permit that has been deferred pending approval of the Site Development Plan.

The developer has an internal deadline to remove the trees on site before the end of March; therefore, a Tree Preservation Plan and Tree Stand Delineation have been submitted as a separate package. The remainder of the Site Development Plan submittal, including the Landscape Plan, will be presented to the Planning Commission once all comments have been adequately addressed. Any changes to the Tree Preservation Plan after Planning Commission approval may be addressed during the subsequent review of the grading

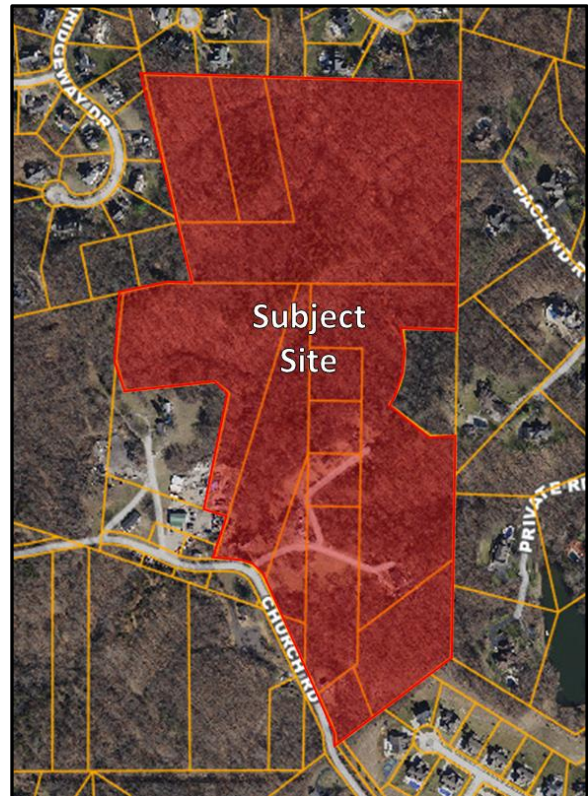


Figure 1: Subject Site

permit. Approval of the Tree Preservation Plan and installation of the required Tree Preservation Surety will authorize only the cutting of the trees. No grading or land disturbance is permitted with approval of the Tree Preservation Plan; the trees will be cut at the stump using a Feller Buncher machine, see figure 2, and remain on site until the grading permit has been approved and erosion and sediment control measures have been implemented.



Figure 2: Feller Buncher machine

SITE HISTORY

- The subject site was zoned “NU” Non-Urban District prior to the incorporation of the City of Chesterfield.
- The site was rezoned from “NU” Non-Urban District to an “E-½AC” Estate District and “NU” Non-Urban District in 2005 (P.Z. 39-2005).
- The site was rezoned to “PUD” Planned Unit District in January 2026 (P.Z. 05-2025). Included in the approval was a site-specific ordinance and a Preliminary Development Plan.

STAFF ANALYSIS

Per [Site-Specific Ordinance No. 3365](#), this PUD is required to preserve a minimum of 35% of the existing tree canopy. The applicant has provided a plan that preserves exactly 35% of the existing tree canopy. The plan prepared by the certified arborist concluded that there is a total of 2,227,913 square feet of existing canopy, and the applicant has proposed removing 1,449,026 square feet of canopy. The total area to be preserved is 779,792 square feet, which meets the required 35% preservation requirement.

Clearing limits will be staked prior to the installation of tree protection fencing, and no clearing will occur until all required tree protection measures, including fencing, are installed and the required surety has been accepted by the City. The tree protection fencing shall consist of 4-foot-high construction fencing. No equipment access, parking, material storage, concrete washout, or other construction activity will occur within protected areas. Signage will be posted along the fencing as shown on the proposed preservation plan, and the fencing will be maintained for the duration of construction.

MOTION

Staff has completed review of the Tree Preservation Plan and Tree Stand Delineation and requests action on Westland Acres 2026 TPP. The following options have been provided to the Planning Commission for consideration relative to this petition:

1. “I move to approve (or deny) Westland Acres 2026 Tree Preservation Plan, as presented.”
2. “I move to approve Westland Acres 2026 Tree Preservation Plan with the following conditions...”.

Attachments:

1. Tree Preservation Plan
2. Tree Stand Delineation



Midwest Trees, LLC
1201 St. Lawrence Drive
St. Louis, IL 62211
618.671.3426

July 30, 2025

Rusty Saunders, Loomis Associates
750 Spirit 40 Park Drive
Chesterfield, Missouri 63005

Westland Acres, Chesterfield - Tree Stand Delineation Data & Information (10BAF Plots)

Dear Mr. Saunders,

This letter serves as a summary for our site visit at the Westland Acres project site. A tree stand delineation (TSD) is required for preliminary as outlined in Section 05.04.020 for development sites in the City of Chesterfield. My scope of work was to gather information and data via 10BAF variable sample plots on the 56-acre forested tract on the Chesterfield side of the site.

I used ArcGIS Pro, ArcGIS Online, and Field Maps to prepare and complete data collection required for the 10BAF sample plots. Thirteen points were randomly placed on the map prior to my site visit. I visited the site on July 29, 2025, walking to the thirteen plots to collect required data. I also made general observations of the forest and trees while on site. The data was provided to your project team in a shapefile and Excel spreadsheet. Below are the field data that was collected (the field titles as displayed in the shapefile are provided in parentheses - field aliases did not transfer).

- Plot Number (Plot_number)
- Total Basal Area in square feet (Total_BA)
- Average stem diameter (Avg_dia)
- Trees per Acre (TPA)
- Dominant & Codominant Species (Dom_codom_)
- Average Overstory Diameter (Avg_over_d)
- Dominant Species Percentage (Dom_specie)
- Understory Species (Under_spec)
- Notes

The site is mostly upland mixed hardwoods with pockets of eastern redcedar (*Juniperus virginiana*) on some of the ridge tops. There is great size and species diversity, as is common in natural woodlands in this area. There was no evidence of forest management (timber harvest, timber stand improvement, invasive species eradication, etc.). White oak (*Quercus alba*), northern red oak (*Quercus rubra*), and mockernut hickory (*Carya tomentosa*) are the dominant species in the overstory throughout. The average overstory stem diameter is 17" (while the average stem diameter, in general, is 12"). The average basal area is 100 ft² with an average of 135 trees per acre. There is Amur honeysuckle (*Lonicera maackii*) throughout the entire site.

Please let me know if you have any questions regarding the data collected in the 10BAF variable sample plots.

Sincerely,

Andy Berg

Andy Berg, Consulting Arborist
ISA Board Certified Master Arborist, IL-5361B
Midwest Trees, LLC

Plot Number	Total Basal Area (sq. ft.)	Average Stem Diameter	Trees per Acre	Dominant & Codominant Species	Average Overstory Diameter	Dominant Species Percentage	Understory Species	Notes
1	70	12	90	American elm, mockernut hickory, sycamore, hackberry	24	25% each	Pawpaw, honeysuckle	Thick honeysuckle, bottomland
2	120	16	85	White oak, black walnut, hackberry, northern red oak	20	20% each	Hackberry, pawpaw, hickory, honeysuckle	Good species and size diversity
3	80	10	150	Mockernut hickory, white oak, northern red oak	14	30% each	Honeysuckle, American elm, deciduous holly, boxelder	Mid-slope
4	60	8	110	Shingle oak, sassafras, flowering dogwood, persimmon	10	50% dogwood	Pawpaw, honeysuckle, briet	Southwest aspect - different composition
5	90	22	35	White oak, northern red oak, mockernut hickory	24	30% each	White ash, flowering dogwood, hickory, honeysuckle	Many dead stems (hypoxylon canker)
6	110	20	50	Northern red oak, white oak	26	75% red oak	Flowering dogwood, pawpaw, persimmon, honeysuckle	Large, nice timber
7	100	6	130	Eastern redcedar, black oak	12	75% eastern redcedar	Honeysuckle, persimmon	Edge of cedar and oak/hickory, upland
8	170	8	310	Sugar maple, white ash, black walnut, mockernut hickory	10	70% sugar maple	Sugar maple, basswood, small honeysuckle	Many small stems
9	120	8	220	Eastern redcedar, white ash, sugar maple, black cherry	10	75% eastern redcedar	Honeysuckle, flowering dogwood	Right on the edge of 2 stands - oak/hickory & cedar
10	100	10	75	northern red oak, white oak	16	80% northern red oak	Flowering dogwood, mockernut hickory, pawpaw	Thick bittersweet vines throughout the forest floor
11	130	6	165	Eastern redcedar, northern red oak, white ash (dead)	12	75% eastern redcedar	Honeysuckle, sugar maple, flowering dogwood	Honeysuckle is small
12	80	18	45	White oak, northern red oak	26	80% white oak	Sassafras, flowering dogwood, pawpaw	Thick bittersweet vines throughout the forest floor
13	100	8	285	Shingle oak	16	100% Shingle oak	Eastern redcedar, shingle oak, honeysuckle	Large shingle oak stand

MONARCH TREES			
Tree Number	Tree Species	DBH	Notes
M1	oak, white	44	
M2	oak, white	36	
M3	sycamore	35	
M4	sycamore	32	
M5	sycamore	48	Largest tree found on the property
M6	hackberry	25	
M7	sycamore	40	
M8	oak, white	28	
M9	oak, white	28	
M10	oak, northern red	30	
M11	hickory, mockernut	26	
M12	oak, white	45	Codominant, large canopy
M13	oak, northern red	30	
M14	oak, northern red	28	
M15	oak, northern red	28	
M16	oak, northern red	28	(2) 28" stems. Codominant structure
M17	oak, northern red	32	
M18	oak, northern red	30	
M19	oak, white	35	
M20	oak, white	28	
M21	oak, white	28	
M22	oak, white	26	
M23	oak, northern red	36	
M24	oak, black	26	
M25	oak, northern red	32	
M26	oak, white	26	
M27	oak, black	30	
M28	oak, northern red	28	
M29	oak, northern red	24	
M30	oak, black	26	
M31	oak, black	30	
M32	oak, white	24	
M33	oak, northern red	26	
M34	oak, black	30	
M35	oak, black	26	
M36	oak, northern red	28	
M37	hickory, mockernut	24	
M38	hickory, mockernut	22	
M39	oak, white	24	
M40	oak, northern red	26	
M41	oak, white	30	
M42	oak, northern red	28	
M43	oak, black	30	
M44	oak, white	30	(2) stems, codominant. Large canopy
M45	oak, white	30	
M46	oak, white	28	
M47	oak, white	26	
M48	oak, black	36	
M49	oak, northern red	36	
M50	oak, northern red	24	
M51	oak, northern red	28	
M52	oak, northern red	28	
M53	oak, northern red	32	

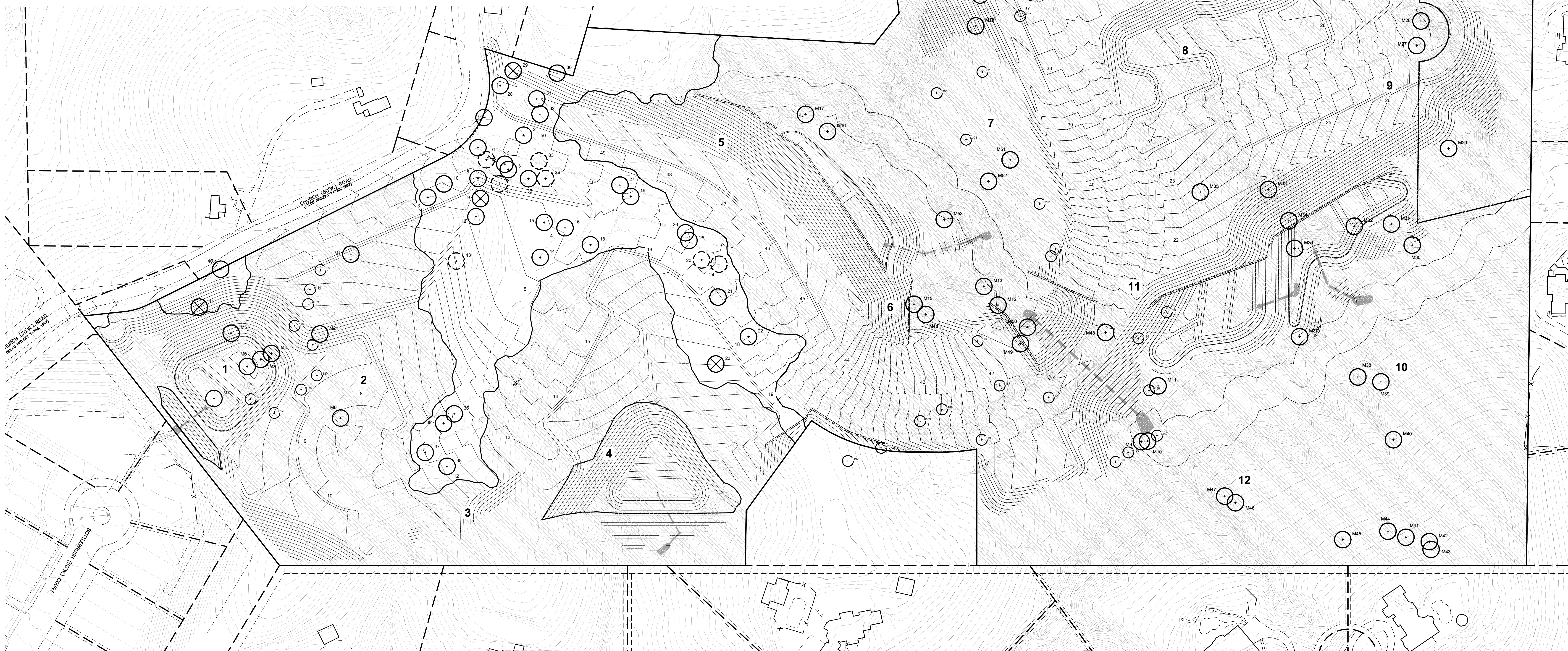
INDIVIDUAL TREES					
Tree Number	Tree Species	DBH	Condition	Monarch Tree	Notes
1	white pine	32	Fair	No	Heavy lean
2	silver maple	50	Fair	No	Tip dieback, decay suspected
3	white pine	26	Fair	No	One sided canopy
4	sweetgum	18	Fair	No	3-stem, poor structure
5	redbud	10	Poor	No	Tip dieback
6	redbud	16	Poor	No	Tip dieback, decay
7	eastern redcedar	14	Fair	No	
8	elm, siberian	26	Fair	No	Tip dieback
9	ash, white	16	Dead	No	
10	elm, siberian	24	Fair	No	Poor structure, deadwood
11	black walnut	30	Fair	No	Full of poison ivy
12	black walnut	9	Good	No	
13	elm, siberian	32	Poor	No	
14	elm, American	24	Fair	No	Heavy lean, sparse canopy
15	persimmon	10	Fair	No	
16	black walnut	18	Fair	No	
17	maple, silver	32	Poor	No	Decay
18	maple, silver	24	Fair	No	Codominant stems
19	black walnut	12	Good	No	
20	boxelder	32	Poor	No	Significant decay
21	maple, silver	28	Fair	No	Codominant canopy
22	sassafras	12	Fair	No	
23	ash, white	30	Dead	No	Codominant
24	maple, silver	40	Poor	No	Decay. Massive trunk wound.
25	redbud	8	Fair	No	
26	redbud	6	Fair	No	
27	maple, silver	18	Fair	No	
28	maple, silver	24	Fair	No	
29	ash, white	14	Dead	No	Root suckers
30	hickory, shagbark	12	Good	No	
31	magnolia, saucer	8	Good	No	
32	holly, American	6	Fair	No	
33	elm, siberian	14	Poor	No	Dying
34	maple, silver	28	Poor	No	Significant decay
35	maple, silver	46	Fair	No	Poor structure, tip dieback
36	maple, silver	50	Fair	No	Codominant stems, branch dieback
37	maple, silver	24	Fair	No	Trash all around it
38	honeysuckle	16	Fair	No	
39	maple, silver	16	Fair	No	Decay/cavity from past leader
40	maple, silver	34	Fair	No	Topped, utility clearance
41	maple, silver	32	Dead	No	

EXISTING TREE SUMMARY:

EXISTING INDIVIDUAL TREE CANOPY AREA = 30,856 S.F.
EXISTING WOODLAND TREE CANOPY AREA = 2,197,057 S.F.
EXISTING TREE CANOPY AREA TOTAL = 2,227,913 S.F.

KEY:

- # PLOT NUMBER (SEE SCHEDULE TO LEFT)
- EXISTING WOODLAND TREE CANOPY
- EXISTING MONARCH TREE
- EXISTING INDIVIDUAL TREE
- EXISTING INDIVIDUAL TREE CANOPY
- EXISTING INDIVIDUAL DEAD TREE
- EXISTING INDIVIDUAL TREE WITH POOR RATING (CANOPY NOT CALCULATED)



TREE STAND DELINEATION
SCALE 1"=80'



Tree Stand Delineation
Prepared under direction of:
Andy Berg, Certified Arborist
IL-5361B

Date	Description	No.
8/20/25	Plan Revision	
1/6/26	Plan Revision	1
2/5/26	Plan Revision (unchanged)	2

Drawn: LH
Checked: RS

LOOMIS ASSOCIATES
landscape architects + planners
750 Spirit 40 Park Drive, Chesterfield, Missouri 63005
t. 636.519.8668
www.loomis-associates.com

Loomis Associates, Inc.
Missouri State Certificate of Authority # LAC #000019

Sheet Title:	Tree Stand Delineation
Sheet No.:	TSD
Date:	7/31/25
Job #:	1095.001

Professional Seal of Missouri
Landscape Architect
Jerald Saunders - Landscape Architect
MO License # LA-007

Consultants:

Westland Acres
Chesterfield, Missouri



Existing Tree Summary:

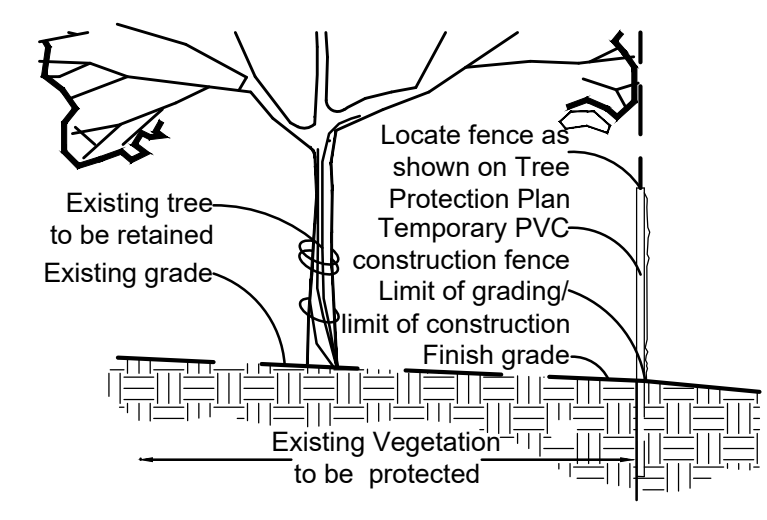
Existing individual tree canopy area = 30,856 s.f.
 Existing woodland tree canopy area = 2,197,057 s.f.
 Existing tree canopy area total = 2,227,913 s.f.
 Existing tree canopy area to remove = 1,448,121 s.f. (65.0 %)
 Existing tree canopy area to preserve = 779,792 s.f. (35.0 %)

Tree Protection Notes:

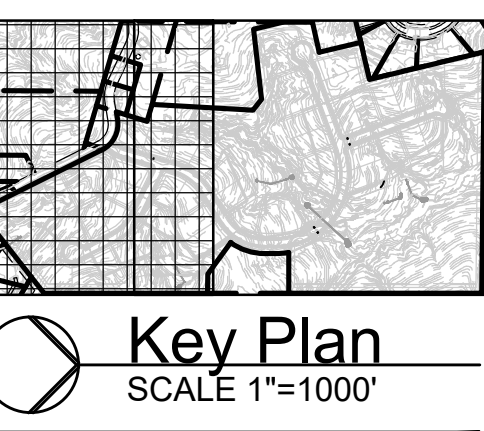
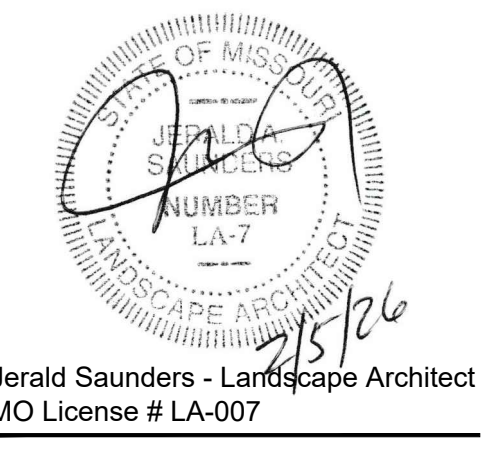
- 1) Pre-construction meeting to be held on-site to include a presentation of tree protection measures to operators, construction supervisors, developer's representative, and city zoning inspector.
- 2) Clearing Limits to be rough staked in order to facilitate location for installation of protection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

INDIVIDUAL TREES									
Tree Number	Tree Species	DBH	Condition	Monarch	Notes	To Remain	To Remove		
1	white pine	32	Fair	No	Heavy lean		X		
2	silver maple	50	Fair	No	Tip dieback, decay suspected		X		
3	white pine	26	Fair	No	One sided canopy		X		
4	sweetgum	18	Fair	No	3-stem, poor structure		X		
5	redbud	10	Poor	No	Tip dieback		X		
6	redbud	16	Poor	No	Tip dieback, decay		X		
7	eastern redcedar	14	Fair	No			X		
8	elm, Siberian	26	Fair	No	Tip dieback		X		
9	ash, white	16	Dead	No			X		
10	elm, Siberian	24	Fair	No	Poor structure, deadwood		X		
11	black walnut	30	Fair	No	Full of poison ivy		X		
12	black walnut	9	Good	No			X		
13	elm, Siberian	32	Poor	No	Dying		X		
14	elm, American	24	Fair	No	Heavy lean, sparse canopy		X		
15	persimmon	10	Fair	No			X		
16	black walnut	18	Fair	No			X		
17	maple, silver	32	Poor	No	Decay		X		
18	maple, silver	24	Fair	No	Codominant stems		X		
19	black walnut	12	Good	No			X		
20	boxelder	32	Poor	No	Significant decay		X		
21	maple, silver	28	Fair	No	Codominant canopy		X		
22	sassafras	12	Fair	No			X		
23	ash, white	30	Dead	No	Codominant		X		
24	maple, silver	40	Poor	No	Decay, Massive trunk wound		X		
25	redbud	8	Fair	No			X		
26	redbud	6	Fair	No			X		
27	maple, silver	18	Fair	No			X		
28	sweetgum	6	Fair	No	Root suckers		X		
29	ash, white	14	Dead	No			X		
30	hickory, shagbark	12	Good	No			X		
31	magnolia, saucer	8	Good	No			X		
32	holly, American	6	Fair	No			X		
33	elm, Siberian	14	Poor	No	Dying		X		
34	maple, silver	28	Poor	No	Significant decay		X		
35	maple, silver	46	Fair	No	Poor structure, tip dieback		X		
36	maple, silver	50	Fair	No	Codominant stems, branch dieback		X		
37	maple, silver	24	Fair	No	Trash all around it		X		
38	honeylocust	16	Fair	No			X		
39	maple, silver	16	Fair	No	Decay/cavity from past leader		X		
40	maple, silver	34	Fair	No	Topped, utility clearance		X		
41	maple, silver	32	Dead	No			X		

MONARCH TREES									
Tree Number	Tree Species	DBH	Notes	To Remain	To Remove				
M1	oak, white	44			X				
M2	oak, white	36			X				
M3	sycamore	35			X				
M4	sycamore	32			X				
M5	sycamore	48	Largest tree found on the property		X				
M6	hackberry	25			X				
M7	sycamore	40			X				
M8	oak, white	28			X				
M9	oak, white	28		X					
M10	oak, northern red	30		X					
M11	hickory, mockernut	26		X					
M12	oak, white	45	Codominant, large canopy	X					
M13	oak, northern red	30		X					
M14	oak, northern red	28		X					
M15	oak, northern red	28		X					
M16	oak, northern red	28	(2) 28" stems, codominant structure	X					
M17	oak, northern red	32		X					
M18	oak, northern red	30		X					
M19	oak, white	35		X					
M20	oak, white	28		X					
M21	oak, white	28		X					
M22	oak, white	26		X					
M23	oak, northern red	36		X					
M24	oak, black	26		X					
M25	oak, northern red	32		X					
M26	oak, white	26		X					
M27	oak, black	30		X					
M28	oak, northern red	28		X					
M29	oak, northern red	24		X					
M30	oak, white	38		X					
M31	oak, black	30		X					
M32	oak, white	24		X					
M33	oak, northern red	26		X					
M34	oak, black	30		X					
M35	oak, black	26		X					
M36	oak, northern red	28		X					
M37	hickory, mockernut	24		X					
M38	hickory, mockernut	22		X					
M39	oak, white	24		X					
M40	oak, northern red	26		X					
M41	oak, white	30		X					
M42	oak, northern red	28		X					
M43	oak, black	30		X					
M44	oak, white	30	(2) stems, codominant, large canopy	X					
M45	oak, white	30		X					
M46	oak, white	28		X					
M47	oak, white	26		X					
M48	oak, black	36		X					
M49	oak, northern red	36		X					
M50	oak, northern red	24		X					
M51	oak, northern red	28		X					
M52	oak, northern red	28		X					
M53	oak, northern red	32		X					



- Tree Protection Detail**
- Key:**
- Existing woodland tree canopy to remove
 - Existing monarch tree to remove
 - Existing individual tree to remove
 - Existing individual dead tree to remove
 - Existing individual tree, poor to remove
 - Existing woodland tree canopy to preserve
 - Existing monarch tree to preserve
 - Existing individual tree to preserve
 - Tree protection fence



Westland Acres
Chesterfield, Missouri

Revisions:

Date	Description	No.
2/5/26	Plan Changes	2

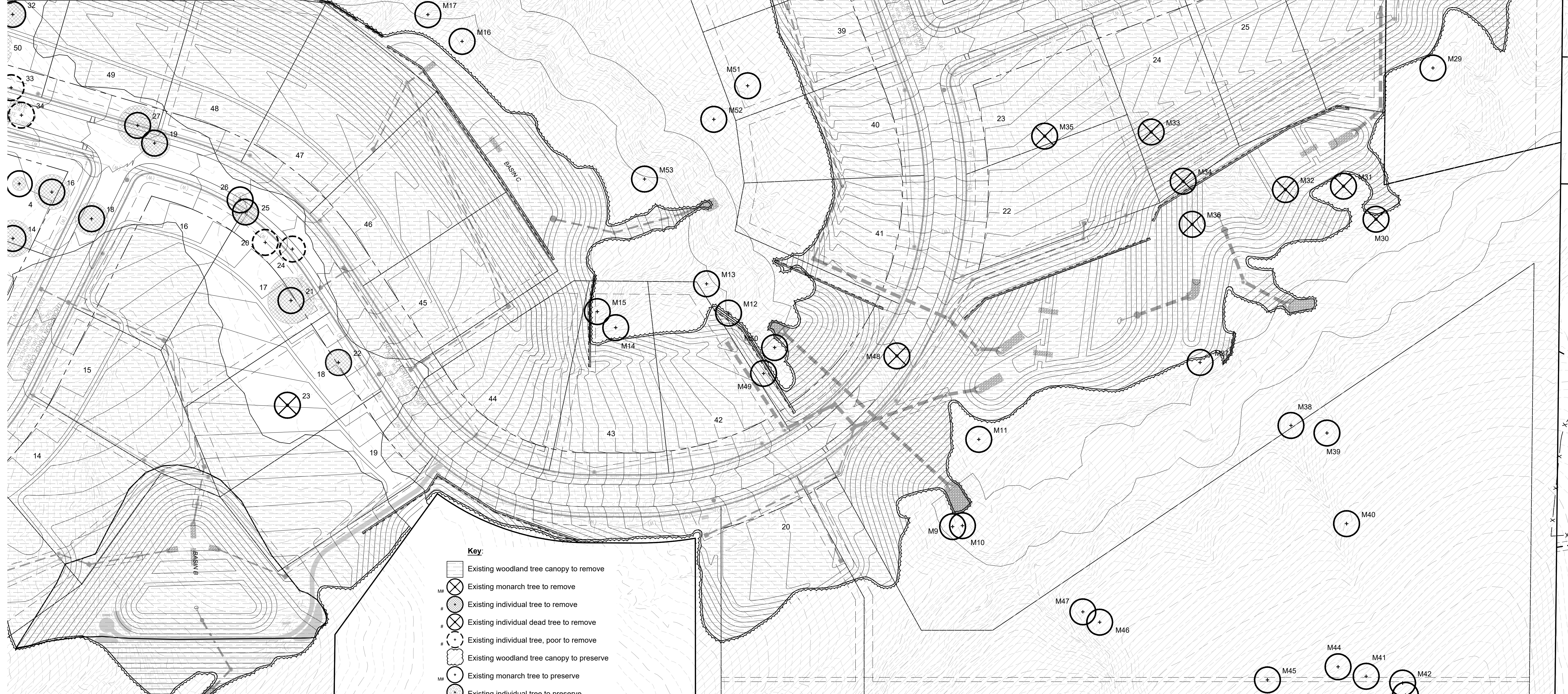
Drawn: KP
Checked: RS

LOOMIS ASSOCIATES
 landscape architects + planners
 750 south 40 park drive, chesterfield, missouri 63005
 t. 636.519.8668
 www.loomis-associates.com

Sheet Title:	Tree Preservation Plan
Sheet No.:	TPP 1.01
Date:	1/6/26
Job #:	1095.001

MONARCH TREES						
Tree Number	Tree Species	DBH	Notes	To Remain	To Remove	
M1	oak, white	44			X	
M2	oak, white	36		X		
M3	sycamore	35		X		
M4	sycamore	32		X		
M5	sycamore	48	Largest tree found on the property	X		
M6	hackberry	25		X		
M7	sycamore	40		X		
M8	oak, white	28		X		
M9	oak, white	28		X		
M10	oak, northern red	30		X		
M11	hickory, mockernut	26		X		
M12	oak, white	45	Codominant, large canopy	X		
M13	oak, northern red	30		X		
M14	oak, northern red	28		X		
M15	oak, northern red	28		X		
M16	oak, northern red	28	(2) 28" stems, codominant structure	X		
M17	oak, northern red	32		X		
M18	oak, northern red	30		X		
M19	oak, white	35		X		
M20	oak, white	28		X		
M21	oak, white	28		X		
M22	oak, white	26		X		
M23	oak, northern red	36		X		
M24	oak, black	26		X		
M25	oak, northern red	32		X		
M26	oak, white	26		X		
M27	oak, black	30		X		
M28	oak, northern red	28		X		
M29	oak, northern red	24		X		
M30	oak, white	38		X		
M31	oak, black	30		X		
M32	oak, white	24		X		
M33	oak, northern red	26		X		
M34	oak, black	30		X		
M35	oak, black	26		X		
M36	oak, northern red	28		X		
M37	hickory, mockernut	24		X		
M38	hickory, mockernut	22		X		
M39	oak, white	24		X		
M40	oak, northern red	26		X		
M41	oak, white	30		X		
M42	oak, northern red	28		X		
M43	oak, black	30		X		
M44	oak, white	30	(2) stems, codominant, large canopy	X		
M45	oak, white	30		X		
M46	oak, white	28		X		
M47	oak, white	26		X		
M48	oak, black	36		X		
M49	oak, northern red	36		X		
M50	oak, northern red	24		X		
M51	oak, northern red	28		X		
M52	oak, northern red	28		X		
M53	oak, northern red	32		X		

INDIVIDUAL TREES									
Tree Number	Tree Species	DBH	Condition	Monarch Tree	Notes	To Remain	To Remove		
1	white pine	32	Fair	No	Heavy lean		X		
2	silver maple	50	Fair	No	Tip dieback, decay suspected		X		
3	white pine	26	Fair	No	One sided canopy		X		
4	sweetgum	18	Fair	No	3-stem, poor structure		X		
5	redbud	10	Poor	No	Tip dieback		X		
6	redbud	16	Poor	No	Tip dieback, decay		X		
7	eastern redbud	14	Fair	No			X		
8	elm, Siberian	26	Fair	No	Tip dieback		X		
9	ash, white	16	Dead	No			X		
10	elm, Siberian	24	Fair	No	Poor structure, deadwood		X		
11	black walnut	30	Fair	No	Full of poison ivy		X		
12	black walnut	9	Good	No			X		
13	elm, Siberian	32	Poor	No	Dying		X		
14	elm, American	24	Fair	No	Heavy lean, sparse canopy		X		
15	persimmon	10	Fair	No			X		
16	black walnut	18	Fair	No			X		
17	maple, silver	32	Poor	No	Decay		X		
18	maple, silver	24	Fair	No	Codominant stems		X		
19	black walnut	12	Good	No			X		
20	boxelder	32	Poor	No	Significant decay		X		
21	maple, silver	28	Fair	No	Codominant canopy		X		
22	sassafras	12	Fair	No			X		
23	ash, white	30	Dead	No	Codominant		X		
24	maple, silver	40	Poor	No	Decay, massive trunk wound		X		
25	redbud	8	Fair	No			X		
26	redbud	6	Fair	No			X		
27	maple, silver	18	Fair	No			X		
28	sweetgum	6	Fair	No	Root suckers		X		
29	ash, white	14	Dead	No			X		
30	hickory, shagbark	12	Good	No			X		
31	magnolia, saucer	8	Good	No			X		
32	holly, American	6	Fair	No			X		
33	elm, Siberian	14	Poor	No	Dying		X		
34	maple, silver	28	Poor	No	Significant decay		X		
35	maple, silver	46	Fair	No	Poor structure, tip dieback		X		
36	maple, silver	50	Fair	No	Codominant stems, branch dieback		X		
37	maple, silver	24	Fair	No	Trash all around it		X		
38	honeylocust	16	Fair	No			X		
39	maple, silver	16	Fair	No	Decay/cavity from past leader		X		
40	maple, silver	24	Fair	No	Topped, utility clearance		X		
41	maple, silver	32	Dead	No			X		



Existing Tree Summary:
 Existing individual tree canopy area = 30,856 s.f.
 Existing woodland tree canopy area = 2,197,057 s.f.
 Existing tree canopy area total = 2,227,913 s.f.
 Existing tree canopy area to remove = 1,448,121 s.f. (65.0%)
 Existing tree canopy area to preserve = 779,792 s.f. (35.0%)

Tree Stand Delineation
 Prepared under direction of:
 Andy Berg, Certified Arborist
 IL-5361B

Key Plan
 SCALE 1"=100'

Jerald Saunders - Landscape Architect
 MO License # LA-007

Westland Acres
 Chesterfield, Missouri

Revisions:

Date	Description	No.
2/5/26	Plan Changes	2

Drawn: KP
 Checked: RS

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Louisiana State Certificate of Authority # LAC #000019

Sheet Title: Tree Preservation Plan
 Sheet No: **TPP 1.02**
 Date: 1/6/26
 Job #: 1095.001

Tree Preservation Plan - North
 SCALE 1"=50'

0 50 100 200

Tree protection fence

- Key:**
- Existing woodland tree canopy to remove
 - Existing monarch tree to remove
 - Existing individual tree to remove
 - Existing individual dead tree to remove
 - Existing individual tree, poor to remove
 - Existing woodland tree canopy to preserve
 - Existing monarch tree to preserve
 - Existing individual tree to preserve

RESOLUTION # _____

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AMENDMENT TO THE CONTRACT WITH ST. LOUIS COUNTY FOR HOUSING OF MUNICIPAL INMATES

WHEREAS, the City of Chesterfield adopted Ordinance #2064 in February of 2004, which provides for St. Louis County Justice Services to house Chesterfield municipal prisoners when necessary, and

WHEREAS, St. Louis County has deliberated and determined it necessary to increase the fee associated with housing of municipal prisoners from \$50 per day to \$75 per day, and

WHEREAS, St. Louis County previously increased the fee to house municipal prisoners in 2023, and

WHEREAS, St. Louis County Council has issued an order to amend the municipal contracts to increase the per diem rate for municipal prisoners, and

WHEREAS, St. Louis County Council has issued an order to amend the municipal contracts to increase the per diem rate for municipal prisoners, and

WHEREAS, The City of Chesterfield has determined that it is in the best interests of the City, that it accept the proposed per diem increase for housing municipal prisoners.

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

Section 1. The City of Chesterfield hereby authorizes the City Administrator to execute an amendment to the contract with St. Louis County for housing of municipal inmates.

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

PASSED AND APPROVED THIS 16TH DAY OF MARCH, 2026.

PRESIDING OFFICER

Dan Hurt, MAYOR

ATTEST:

Vickie McGownd, City Clerk

RESOLUTION # 483

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A MODIFICATION TO THE CONTRACT WITH ST. LOUIS COUNTY FOR HOUSING OF MUNICIPAL INMATES

WHEREAS, the City of Chesterfield adopted Ordinance #2064 in February of 2004, which provides for St. Louis County Justice Services to house Chesterfield municipal prisoners when necessary, and

WHEREAS, St. Louis County has deliberated and determined it necessary to increase the fee associated with housing of municipal prisoners from \$32 per day to \$50 per day, and

WHEREAS, St. Louis County has not previously increased the fee to house municipal prisoners since adoption of Ordinance #2064 in 2004, and

WHEREAS, the Chesterfield Chief of Police has favorably recommended acceptance of the proposed increase to the Public Health and Safety Committee, and said Public Health and Safety Committee, after review and deliberations, has unanimously recommended approval of the increase, and

WHEREAS, St. Louis County Council has issued an order to amend the municipal contracts to increase the per diem rate for municipal inmates, and

WHEREAS, The City of Chesterfield has determined that it is in the best interests of the City, that it accept the proposed per diem increase for housing of municipal prisoners.

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

Section 1. The City of Chesterfield hereby authorizes the City Administrator to execute the amended agreement with St. Louis County, providing for housing of municipal inmates.

Passed and adopted this 21st day of February, 2023.


Presiding Officer


Mayor

Attest:


City Clerk

Sam Page
County Executive



Scott Anders
Director

December 21, 2022

Honorable Bob Nation, Mayor
And Members of the City Council
690 Chesterfield Pkwy W
Chesterfield, MO 63017

Honorable Nation:

The City of Chesterfield and St. Louis County are parties to an agreement for housing of municipal inmates at the St. Louis County Justice Center in Clayton ("Contract"). By Order dated November 15, 2022, the County Council approved an increase to the rate for such service. Consistent with the County Council's Order, the Contract will require amendment to increase the charge to \$50 per day. St. Louis County will prepare and send the necessary amendment.

No later than January 15, 2023, please provide the contact information (name and email address) of the individual authorized to sign the Contract amendment on behalf of your municipality. Please email the contact information to Andrea Peterson, Accounting Supervisor, 314-615-4783, APeterson@stlouiscountymo.gov. Upon receipt of the information, County will initiate the signature process through DocuSign. We will return a copy of the fully executed document to the municipality.

Please contact me if you have questions or require additional information.

Sincerely,

Scott Anders Director of Justice Services
Sanders@stlouiscountymo.gov
314-615-4763

O-2
11/15/2022

BEFORE THE COUNTY COUNCIL OF ST. LOUIS COUNTY, MISSOURI

In the Matter of Per Diem Rates)
for the Housing of Inmates at)
the Buzz Westfall Justice Center.)

 O R D E R

Now on this 15th day of November, 2022, the County Council of St. Louis County, Missouri, does find as follows:

WHEREAS, the County Executive is authorized by Section 606.115 SLCRO 1974 as amended to enter into contracts with the City of St. Louis, any St. Louis County municipality, the United States or any agency thereof, the State of Missouri, or any Missouri county, for the housing of inmates at the St. Louis County Justice Center at rates which shall be approved by order of this Council;

NOW, THEREFORE,

UPON MOTION DULY MADE, SECONDED AND CARRIED, IT IS HEREBY ORDERED BY THE COUNTY COUNCIL OF ST. LOUIS COUNTY, MISSOURI:

SECTION 1. The per diem rate for St. Louis County municipality inmates housed for general detention at the St. Louis County Justice Center shall be \$50.00. All other fees and per diem rates pertaining to the housing of non-County inmates, including any rate for non-County inmates detained in the infirmary, shall remain unchanged.

 RITA HEARD DAYS
CHAIR, COUNTY COUNCIL

ATTEST: DIANN L. VALENTI
ADMINISTRATIVE DIRECTOR

APPROVED AS TO LEGAL FORM:

 BETH ORWICK
COUNTY COUNSELOR

BILL NO. 2238

ORDINANCE NO. 2064

**A BILL AUTHORIZING A CONTRACT WITH ST. LOUIS COUNTY
FOR HOUSING OF MUNICIPAL INMATES**

WHEREAS, the City of Chesterfield from time to time has the need to house municipal prisoners for extended periods; and

WHEREAS, it has been the policy of the City of Chesterfield to use the St. Louis County Justice Services as when necessary for housing municipal prisoners of the City of Chesterfield; and

WHEREAS, St. Louis County has recently enacted a new Ordinance calling for specific charges and related expenses for the housing of municipal prisoners; and

WHEREAS, the City determines that it is in the best interests of the City that it enter into a contract with St. Louis County for the housing of its municipal prisoners.

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

Section 1. The City of Chesterfield hereby authorizes the City Administrator to enter into a contract for the housing of municipal prisoners at the St. Louis County Justice Center in accordance with the contract for housing of municipal inmates, which is attached hereto and made a part hereof as if fully set forth herein.

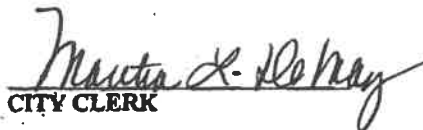
Section 2. The City Administrator shall be authorized to enter into extensions and modifications of this contract by resolution of the City Council at such time as may be necessary in the future.

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

Passed and approved this 16th day of February, 2004.


MAYOR

ATTEST:


CITY CLERK

CONTRACT FOR HOUSING OF MUNICIPAL INMATES

THIS CONTRACT, entered into this _____ day of _____, 2004, by and between St. Louis County, Missouri, 41 South Central, Clayton, Missouri 63105 ("County") and _____ ("Municipality").

WITNESS:

WHEREAS, construction of the St. Louis County Justice Center ("Justice Center") has provided County with sufficient detention capacity to house, in addition to those for whom St. Louis County may be responsible by law, up to fifty inmates ("non-County inmates"); and

WHEREAS, Municipality desires to have inmates housed at Justice Center on its behalf, and St. Louis County desires to accept such inmates; and

WHEREAS, this contract is authorized by County Ordinance No. 18,915 and Municipality Ordinance/Resolution No. _____;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. PROCEDURE FOR ACCEPTANCE OF MUNICIPALITY INMATES

1.1 County shall accept and house at Justice Center those inmates detained under Municipality's authority who are:

(A) committed to County's custody by an order issued by Municipality's judge in substantially the same form as the document attached hereto as "Exhibit A"; or

(B) for whom an arrest warrant has been authorized, either in writing or by telephone; provided, however, that if the total number of non-County inmates exceeds fifty (50) and the Director of Justice Services determines that no additional space is available, then County may decline to accept inmates on behalf of Municipality.

1.2. Available bed space will be allocated among County municipalities on a first-come, first-served basis. Municipality shall contact the Municipal Court liaison at 615-5761 to verify arrival date and time for any inmates who are scheduled to turn themselves in without being accompanied by a Municipal police officer.

1.3. Municipality shall arrange for the inmate's transportation to the Justice Center. In the event the Municipality inmate is to present himself for detention without a law enforcement escort, Municipality shall arrange for the inmate to present himself at the Justice Center Bonding Window at one of the designated times approved by Justice Services; inmates who are to serve weekend commitments shall present themselves on Friday evenings and shall be released at the same hour of the day on the following Sunday. A Municipality inmate shall not be deemed to be in County's custody unless and until such time as:

- (A) The inmate is delivered by Municipality to the Justice Center Intake Service or presents himself at the Justice Center Bonding Window; and
- (B) A certified copy of the Municipality judge's order of commitment or a certified copy of the arrest warrant is delivered to County along with the inmate (a municipal summons or citation will not be sufficient); and
- (C) A completed Field Booking Form is delivered to County along with the inmate; and
- (D) The inmate either is found by a County-employed registered nurse not to require a medical "fit for confinement" determination OR presents a current medical "fit for confinement" determination from a local hospital.

1.4. If an inmate turns himself in and needs a fit for confinement per the medical staff, the inmate will be released and the Municipality will be notified. If an inmate is delivered by Municipality and is determined by medical staff to require a fit for confinement, the inmate will be seen by a doctor from the Department of Health if available; otherwise, it shall be the

responsibility and expense of Municipality to secure a fit for confinement from a local hospital prior to acceptance of the inmate for confinement. Questions concerning the need for a fit for confinement determination may be directed to County's Intake Facility nurse at 615-5703.

1.5. Municipality inmates shall be processed into the Justice Center in accordance with procedures established by County's Department of Justice Services, and shall be subject to the same rules and regulations as are County inmates. Sentenced Municipality inmates will be required to participate in all court-ordered programs and inmate work programs.

1.6 Sentenced municipal inmates may be housed at the Work Release Center, which is across the street from the main Justice Center building. These individuals would not be on the Work Release program, but they may be assigned to supervised work details outside of the confinement facility. Municipal inmates housed on a pre-trial basis will be housed at the Justice Center.

2. HEALTH CARE OF MUNICIPALITY INMATES

2.1. Basic and emergency health care will be provided to all Municipality inmates, at no cost to Municipality, in accordance with the County's Department of Justice Services Inmate Medical Fee Policy. Inmates may be charged co-payments for certain basic medical costs. Municipality shall be responsible for the cost of extraordinary medical costs, such as ambulance costs, non-routine medication costs, and transportation of inmates to clinic appointments (such as dialysis).

2.2. In the event County determines that infirmary care or hospitalization will be required for a Municipality inmate, all expenses incurred for the inmate's continued medical care shall become Municipality's responsibility; however, by signing this contract Municipality authorizes the release of Municipal inmates rather than becoming responsible for the cost of infirmary care or hospitalization; except, however, that if Municipality wishes for a particular inmate to be held

despite the need for infirmiry or hospital care, Municipality shall so indicate in writing on the warrant at the time of booking.. If an inmate is released under this provision, Municipality will be notified and the inmate shall be instructed to contact Municipality as to the next court appearance, if any. If an inmate cannot be released immediately from the infirmiry due to the inmate's mental condition, the Municipality will incur the costs of the infirmiry until the inmate can be released.

2.3. Notwithstanding the provisions of Paragraph 2.2., acceptance and housing of Municipality inmates who require infirmiry or other extraordinary medical care shall be at County's sole discretion. Bed space in the Justice Center infirmiry will be made available to non-County inmates separate from the minimum number of beds referenced in Paragraph 1.1.

3. COST OF DETENTION

3.1. Municipality shall reimburse County Thirty Dollars (\$30.00) per each twenty-four hour period, or portion thereof, in which an inmate is in the custody of the Department of Justice Services.

3.2. If Municipality desires to house at Justice Center an inmate determined by County to required infirmiry care, Municipality shall pay Three Hundred Dollars (\$300.00) per day rather than the Thirty Dollar (\$30.00) amount set forth in Paragraph 3.1. Payment of this per diem charge shall not relieve Municipality from responsibility for additional extraordinary medical costs incurred on the inmate's behalf but shall only constitute payment for infirmiry and non-medical care and housing.

4. RELEASE OF INMATES

4.1. County shall discharge a Municipality inmate from confinement at the Justice Center as follows:

(A) Upon personal or facsimile delivery to the bonding clerk of an order from

Municipality's judge directing the inmate's release, which order shall be confirmed by telephone call to Municipality at _____; or

(B) Upon personal or facsimile delivery to the bonding clerk of a copy of the inmate's bond, which shall be confirmed by telephone call to Municipality at _____; or

(C) Upon personal delivery to the bonding clerk of a request for release by a Municipality law enforcement officer, which request shall be in substantially the same form as the form attached hereto as "Exhibit B" and shall follow a minimum two-hour notice to the Municipal Court liaison at 615-5761; or

(D) Upon expiration of sentence or payment of outstanding bonds and/or fines. All bonds and fines will be processed at the individual municipality. Once the bond or fine has been processed, the municipality should then contact the Bonding Clerks by sending a teletype authorizing the release of the inmate.

4.2. If a felony warrant is issued on an inmate being housed on a municipal warrant/commitment, the felony warrant will then take precedence, and the municipality will no longer be able to transport the inmate to municipal court. The Justice Services billing clerk will then advise the municipality that it will no longer be charged the \$30 per diem rate. The clerk will further advise the municipality to withdraw its warrant and to reissue an additional warrant. A municipal hold will, therefore, be in effect and the municipal warrant will be activated upon the disposition of the felony case. At that point, the \$30 per diem rate will again be in effect.

5. NOTICE TO PARTIES

5.1 Questions which arise concerning the contract or procedures to be followed may be addressed informally by calling County's Municipal Court liaison at 615-5761.

Approved:

Director of Justice Services

Approved:

Accounting Officer

Approved as to legal form:

County Counselor

(Municipality)
vs. _____
(Defendant)

No. _____

SENTENCE--JUDGMENT--COMMITMENT

Defendant appears in person and by attorney _____

Municipality appears by attorney _____

Defendant having on _____ () been found guilty of
() entered a plea of guilty to
the offense(s) of _____, committed
on _____, in violation of _____

NOW, THEREFORE,

- () Defendant is sentenced to pay a fine of \$ _____
- () Defendant is sentenced to serve a term of imprisonment of _____
in the custody of the St. Louis County Department of Justice Services.
- () Imposition / Execution of fine / jail sentence is suspended, and Defendant is placed on
probation for _____ with special conditions per the attached.
- () Defendant is ordered to pay court costs as a condition of probation and is granted until
_____ to pay said costs.

Date: _____

Prosecuting Attorney

(Defendant)

(Attorney for Defendant)

SO ORDERED: _____
(Judge)

EXHIBIT A

RELEASE OF INMATE FOR COURT

The undersigned, a law enforcement officer for _____,
Missouri ("Municipality"), requests that Municipality inmate _____
be released from the St. Louis County Justice Center for transportation to Municipality court. The
undersigned acknowledges on behalf of Municipality that said inmate is being released from
custody of the St. Louis County Department of Justice Services and that if the inmate is sentenced
to additional time, re-booking will be required.

EXHIBIT B

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI, AMENDING SECTION 210.1550 TO REMOVE THE SIGN REQUIREMENT.

WHEREAS, the Revised Statutes of Missouri (“RSMo”) Section 589.426 imposes certain restrictions on persons who are required to register as a sexual offender under RSMo Sections 589.400 to 589.425, which includes a requirement that the registered sexual offender post a sign at said offender’s residence on October 31st of each year which states “No candy or treats at this residence”; and

WHEREAS, the City of Chesterfield, Missouri (the “City”) has previously adopted an Ordinance, codified as Section 210.1550, which is identical to RSMo Section 589.426 and allows the City to enforce the provisions of Section 589.426; and

WHEREAS, the requirement in RSMo Section 589.426 that a sign must be posted saying “No candy or treats at this residence” was challenged in *Sanderson v. Bailey* and found to be in violation of the First Amendment by the United States District Court for the Eastern District of Missouri; and

WHEREAS, the decision in *Sanderson v. Bailey* was appealed to the Eighth Circuit Court of Appeals which, on January 2, 2026 in *Sanderson v. Hanaway*, upheld the district court’s ruling that the sign requirement in RSMo Section 589.426 facially violates the First Amendment; and

WHEREAS, the City Council believes that amending Section 210.1550 based upon the decisions in *Sanderson v. Bailey* and *Sanderson v. Hanaway*, is in the best interests of the health, safety, and welfare of the residents of the City.

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

Section I: Section 210.1550 shall be repealed and replaced as follows:

- A. Any person required to register as a sexual offender under Sections 589.400 to 589.425, RSMo., shall be required on October 31st of each year to:
1. Avoid all Halloween-related contact with children;
 2. Remain inside his/her residence between the hours of 5:00 P.M. and 10:30 P.M. unless required to be elsewhere for just cause, including, but not limited to, employment or medical emergencies;
 3. Leave all outside residential lighting off during the evening hours after 5:00 P.M.

B. Any person required to register as a sexual offender under Sections 589.400 to 589.425, RSMo., who violates the provisions of Subsection (A) of this Section shall be guilty of an ordinance violation.

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

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

Passed and approved this _____ day of _____, 2026.

PRESIDING OFFICER

Dan Hurt, MAYOR

ATTEST:

FIRST READING HELD:

Vickie McGownd, CITY CLERK

City of Chesterfield
Excess Checks (=> \$5,000)
FEBRUARY 2026

DATE	CHECK #	VENDOR	DESCRIPTION	CHECK AMT	FUND
2/5/2026	77139	DRURY PLAZA CHESTERFIELD, LLP	EMERGENCY HOTEL ACCOMMODATIONS FOR CITY STAFF DUE TO SNOW EVENT	\$ 6,323.68	001
2/6/2026	55466	PORTA-PRO MOUNDS, INC.	REPLACEMENT TURF PANELS FOR PITCHING MOUNDS + SHIPPING	13,477.00	119
2/6/2026	77146	DELTA DENTAL OF MISSOURI	FEBRUARY 2026 DENTAL HIGH INSURANCE PREMIUMS	10,059.76	001
2/6/2026	77153	ENERGY PETROLEUM CO.	MID RFG GASOLINE 89 OCT (7,000 GALLONS) ; DIESEL #2 ULTRA LS WINTER (107.70 GALLONS)	15,567.46	001
2/6/2026	77157	GERSTNER ELECTRIC, INC.	2026 STREETLIGHT REPAIRS AND LOCATE SERVICES - PARKWAY LIGHTING	10,881.86	001
2/6/2026	77175	ST. LOUIS AREA HEALTH INSURANCE TRUST-MEDICAL	FEBRUARY 2026 HEALTH INSURANCE PREMIUMS	246,033.76	001
2/12/2026	5089	STOCK & ASSOCIATES	ENGINEERING DESIGN SERVICES - CVAC CIRCUMFERENTIAL ROAD - 1/1/26 - 1/31/26	21,000.00	111
2/12/2026	55473	BYRNE & JONES	2026 CVAC IMPROVEMENTS - BULLPENS, DUGOUTS - PROGRESS PAYMENT # 1	44,650.00	119
2/12/2026	77188	COMPASS MINERALS AMERICA INC	ST. LOUIS METRO APWA SALT COOPERATIVE - 1013.12 TONS BULK COARSE HIGHWAY SALT	92,011.56	001
2/12/2026	77191	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC	ANNUAL SOFTWARE MAINTENANCE - GIS - 1/28/26 - 1/27/27	39,700.00	001
2/12/2026	77194	GAMMA'S SHIELD SHADE TREE INC	2026 TREE AND STUMP REMOVAL ON 1/21/26 ; 2026 STUMP REMOVAL - 402 INCHES	13,043.80	001
2/12/2026	77204	KELPE CONTRACTING, INC.	CONSTRUCTION SERVICES - NORTH OUTER 40 SANITARY SEWER PROJECT - PROGRESS PAYMENT # 9	374,305.24	120
2/12/2026	77212	NEW FRONTIER MATERIALS LLC	AGGREGATE MATERIAL - 146.33 TON GABION STONE COML (SMALL) ; ASPHALT MATERIAL - 7.05 TON COML HMA (PG64-22)	5,315.75	001
2/12/2026	77214	OATES ASSOCIATES	DESIGN SERVICES - 2025 HIGHCROFT DRIVE - PROGRESS PAYMENT # 8	24,068.07	120
2/12/2026	77221	THE HARTFORD-PRIORITY ACCOUNTS	GROUP LIFE, LONG-TERM/SHORT-TERM DISABILITY, VOLUNTARY LIFE, ACCIDENT/CRITICAL ILLNESS INSURANCE FOR FEBRUARY & JANUARY 2026	31,963.67	001
2/12/2026	77223	TIMBERLINE PROFESSIONAL TREE CARE LLC	2026 TREE AND STUMP REMOVAL - TWELVE STREET TREES	10,935.00	001
2/12/2026	77225	TOPE INC	SEWER LATERAL REPAIR AT 15693 DRESDEN LAKE CT	14,905.00	110
2/12/2026	77226	TOPE INC	SEWER LATERAL REPAIR AT 14898 PHEASANT HILL CT	9,115.00	110
2/19/2026	55505	FGM ARCHITECTS INC	DESIGN SERVICES FOR POTENTIAL REVISIONS TO AQUATIC CENTER - PROGRESS PAYMENT # 4	52,149.00	119
2/19/2026	77231	AMEREN MISSOURI	ELECTRIC BILL FOR CITY HALL 690 CHESTERFIELD PKWY W - 0627147004 1/11-2/9/26	11,151.26	001
2/19/2026	77238	COSTAR REALTY INFORMATION, INC	ANNUAL COSTAR SUITE REALTY DATABASE ACCESS 2/01/26 - 1/31/27	6,117.12	001
2/19/2026	77252	SHI INTERNATIONAL CORP	ANNUAL SOFTWARE SUBSCRIPTION - EMAIL HARDENING/SECURITY ; ANNUAL SOFTWARE SUBSCRIPTION - COUNCIL PACKET SYNC, LARGE FILE DELIVERY	15,935.75	001
2/19/2026	77253	SPIRE ENERGY	NATURAL GAS BILL FOR CITY HALL 690 CHESTERFIELD PKWY W - 3433311000 1/20/26-2/17/26	6,291.22	001
2/19/2026	77257	ST. LOUIS COUNTY MISSOURI - POLICE DEPT	POLICE COMMUNICATIONS CONTRACT FEBRUARY 2026	19,393.00	121
2/19/2026	77258	ST. LOUIS COUNTY MISSOURI - TREASURER	2026 MOSQUITO SPRAYING + RODENT ABATEMENT	9,555.00	001
2/19/2026	77260	TOPE INC	SEWER LATERAL REPAIR AT 512 REDONDO	5,360.00	110
2/19/2026	77262	TOPE INC	SEWER LATERAL REPAIR AT 15561 HIGHCROFT DR	5,020.00	110
2/19/2026	77264	U. S. POSTMASTER	2026 CITIZEN NEWSLETTER POSTAGE - SPRING (22,877 PIECES)	5,399.25	001
2/27/2026	55527	CUSTOM SERVICE CRANE CO., INC.	2/7/2026 REMOVAL AND RELOCATION OF SYNERGISM ART SCULPTURE	8,990.00	119

City of Chesterfield
Excess Checks (=> \$5,000)
FEBRUARY 2026

DATE	CHECK #	VENDOR	DESCRIPTION	CHECK AMT	FUND
2/27/2026	77269	CIVICPLUS, LLC	CIVIC EVOLVE ANNUAL SUBSCRIPTION - PUBLIC WEBSITE PLATFORM & MODULES 1/17/26-1/16/27	47,086.45	001
2/27/2026	77274	HR GREEN, INC.	CONSTRUCTION SERVICES - 2024 NORTH OUTER 40 SANITARY SEWER PROJECT PROGRESS PAYMENT # 14	8,524.00	120
2/27/2026	77280	MURPHY COMPANY	2026 HVAC SERVICES - JANUARY PREVENTATIVE MAINTENANCE	6,745.00	001
2/27/2026	77283	PNC BANK	JANUARY - FEBRUARY 2026 PNC MONTHLY CREDIT CARD CHARGES	16,643.67	001
2/27/2026	77289	SHI INTERNATIONAL CORP	VMWARE - ANNUAL SOFTWARE SUBSCRIPTION 2/21/26 - 2/20/27	7,879.68	001
2/27/2026	77291	ST. LOUIS COUNTY AND MUNICIPAL POLICE ACADEMY	POLICE TRAINING - 99 COMMISSIONED OFFICERS	17,325.00	121

\$ 1,232,922.01

Respectfully submitted by,
Julie OGuinn, Director of Finance

Fund Legend

General Fund	001
Sewer Lateral Fund	110
Special Projects	111
Police Forfeiture Fund	114
Parks	119
Capital Improvements	120
Public Safety	121



Memorandum

To: Mike Geisele, City Administrator

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

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

Date: 3/6/2026

Subject: St Louis County Paint Recycling Grant - 2026

The City has the opportunity to enter into an agreement with the St. Louis County Department of Public Health for a grant, not to exceed \$10,500, to support the recycling of water-based paint at the Chesterfield Earth Day event on April 18, 2026. The initial cost not to exceed \$10,500 will cover an activation fee of \$1,500 and the cost of recycling 30 pounds of paint per car for up to 300 vehicles, totaling \$9,000. Any additional paint beyond the 30-pound limit will be charged at a rate of \$1.00 per pound. St. Louis County has partnered with Paint Busters, a company that will be onsite to collect the paint.

The City will be responsible for the initial payment to Paint Busters. Following the event, a request shall be sent to St. Louis County for full reimbursement.

Additionally, to proceed with the grant application, the City must adopt a resolution affirming the City Council's support for St. Louis County's grant program in alignment with the City's waste reduction efforts. Attached is the resolution for approval.

I recommend the City accept the grant from St. Louis County Department of Public Health and approve a budget amendment of \$10,000 to cover the initial cost associated with the program. Funds shall be transferred from Parks Fund, Fund Reserve to 119-084-5325 Department Supplies.

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

RESOLUTION NO. _____

RESOLUTION OF THE CHESTERFIELD CITY COUNCIL ENDORSING SAINT LOUIS COUNTY'S GRANT PROGRAM FOR THE CITY'S WASTE REDUCTION EFFORTS.

WHEREAS, the City of Chesterfield is desirous of expanding the level of participation that the citizenry currently utilizes with regards to recycling and waste diversion; and,

WHEREAS, goals have been set to reduce the amount of solid waste in the landfills; and,

WHEREAS, the Saint Louis County Department of Public Health, Waste Management Program, had made funds available through the 2026 Saint Louis County Waste Reduction Grant Program to municipalities; and,

WHEREAS, the City of Chesterfield has submitted an application for this grant program.

NOW THEREFORE, BE IT RESOLVED 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 supports the application to the 2026 Waste Reduction Grant and commits to provide data pertinent to the grant project to measure success of the grant project.

Section 2. Commit to gaining cooperation and input from residents to support the grant project.

Section 3. The governing body hereby authorizes the City Administrator to sign and execute the contract accepting grant funds from the Saint Louis County Department of Public Health if awarded.

PASSED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD THIS 16th DAY OF MARCH, 2026.

Presiding Officer

Dan Hurt - Mayor

ATTEST:

Vickie McGownd - City Clerk

Memorandum

Department of Planning



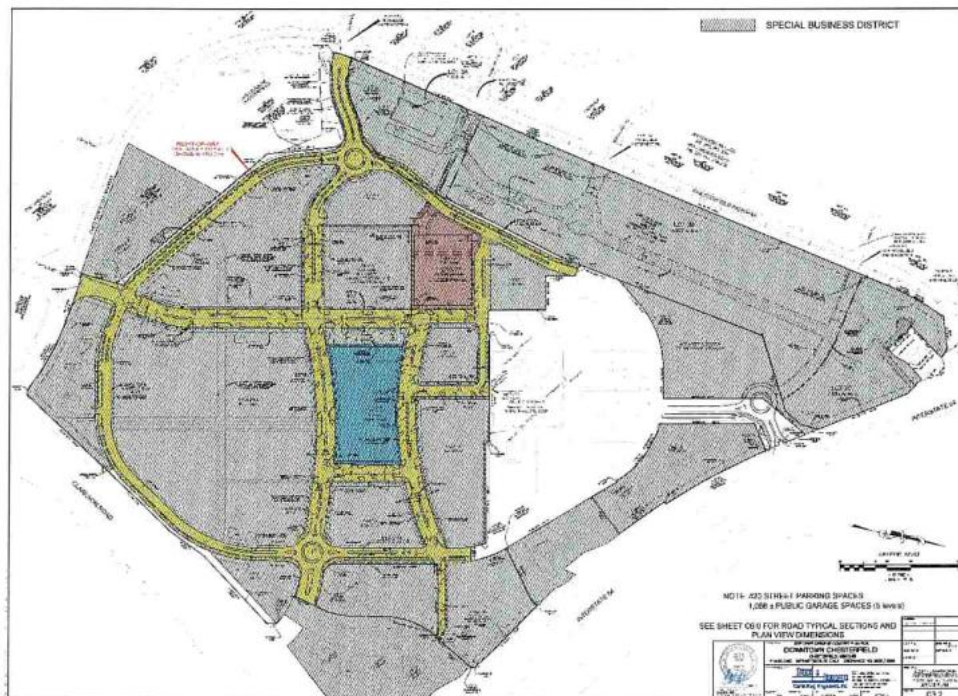
To: Michael O. Geisel, City Administrator
From: Justin Wyse, Director of Planning *JW*
Date: March 16th, 2026

RE: **Special Business District** – A resolution stating the intent to enlarge the Downtown Chesterfield Special Business District following receipt of a petition from a property owner within the proposed district.

Summary

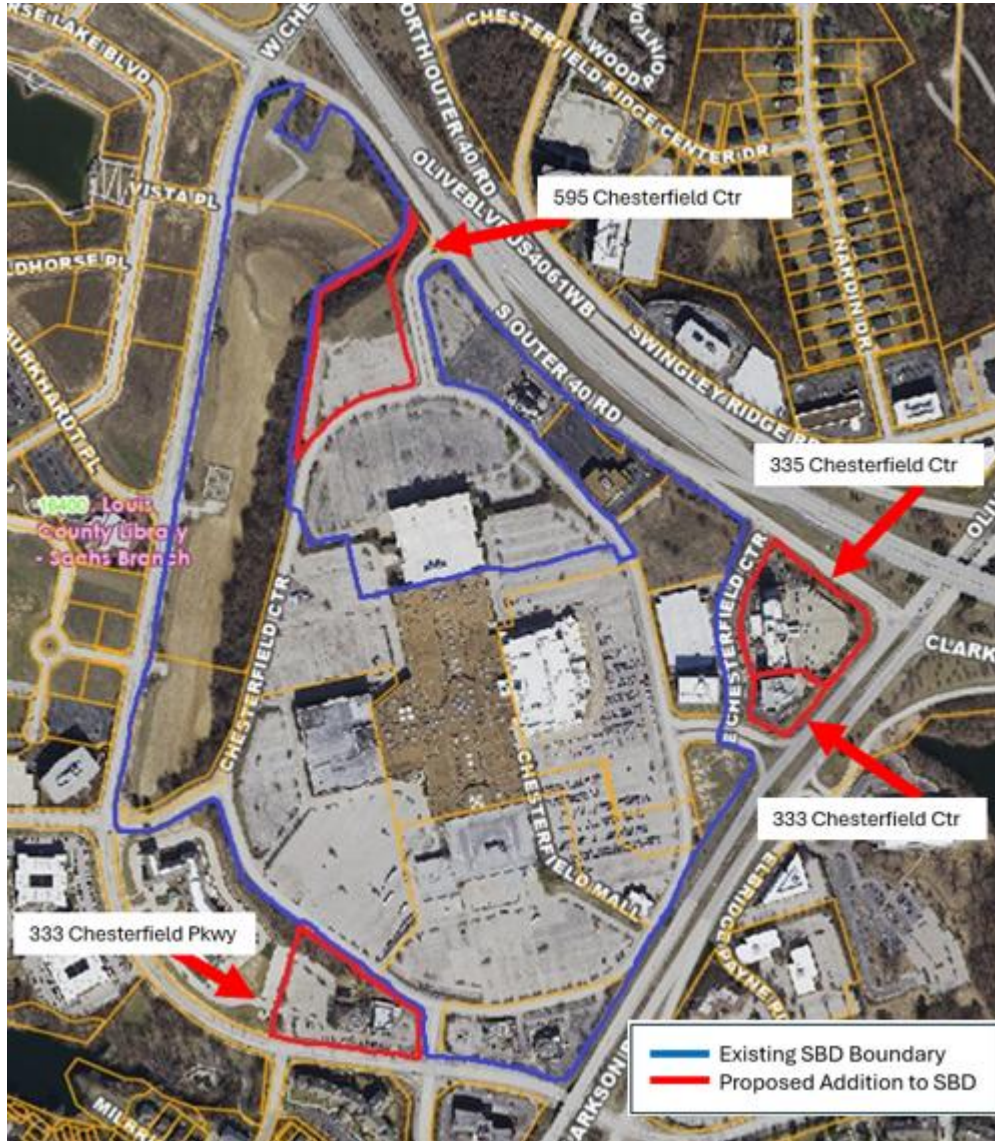
TSG Downtown Chesterfield Redevelopment, LLC has submitted a petition to expand the geographic boundaries of the Downtown Chesterfield Special Business District (SBD). The purpose of the petition is “to enlarge the Downtown Chesterfield Special Business District to include an additional four (4) parcels of real property within the existing Downtown Chesterfield Special Business District.” A map of the proposed district is below.

Map of SBD Boundaries



The four parcels proposed to be added include:

- 333 Chesterfield Ctr E. (Drury Plaza Hotel);
- 333 Chesterfield Ctr E. (Hyatt Place Hotel);
- 16123 Chesterfield Parkway W (Bishops Post / Office Building); and
- 595 Chesterfield Ctr (Twist parcel).



The attached resolution is required by the Revised Statutes of the State of Missouri to provide notice. It should be noted that the Resolution of Intent does not require or constitute approval of the SBD, but instead provides notice of consideration of the establishment of the district.

Establishment of the SBD requires multiple steps, and the attached resolution is an early step in the process. A draft schedule has been attached to show the steps required and potential dates for completion of each item. As illustrated in this schedule, we are

at the beginning of what is estimated to be a four-month process to establish the district.

Attachments:

- 1) Resolution of Intent
- 2) Petition
- 3) Draft SBD Establishment Schedule

RESOLUTION # _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI STATING ITS INTENTION TO ENLARGE IN AREA THE DOWNTOWN CHESTERFIELD SPECIAL BUSINESS DISTRICT.

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 January 8, 2025, the City Council of the City (the “Council”) passed and approved Ordinance No. 3319 that, among other things, established the Downtown Chesterfield Special Business District in accordance with the Special Business Districts Act, Sections 71.790 to 71.808 of the Revised Statutes of Missouri, as amended (the “SBD Act”), and

WHEREAS, upon petition by one or more owners of real property on which is paid the ad valorem real property taxes within a proposed special business district, the Council may adopt a resolution of intention to enlarge in area a special business district pursuant to the SBD Act, and

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

WHEREAS, the Council desires to adopt a resolution of intention to enlarge the boundaries of the existing Downtown Chesterfield Special Business District as further set forth in the Enlargement Petition and in accordance with the SBD Act (the Downtown Chesterfield Special Business District as enlarged in area as set forth in the Enlargement Petition being referred to herein as the proposed “SBD”).

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

1. The Council hereby finds that a description of the boundaries of the proposed SBD is contained in the Enlargement Petition.
2. In accordance with the SBD Act, the Council states that it will hold a public hearing to consider the enlargement of the SBD on Tuesday, April 21, 2026 at 7:00 p.m. at Chesterfield City Hall, 690 Chesterfield Parkway W, Chesterfield, Missouri 63017. In accordance with the SBD Act, the Council shall cause notice of the public hearing to be published on two separate occasions in at least one newspaper of general

- circulation not more than fifteen days nor less than ten days before the public hearing; and shall cause to be mailed a notice by United States mail of the public hearing to all owners of record of real property and licensed businesses located in the proposed SBD. At the public hearing the Council shall hear all protests and receive evidence for or against the proposed action; rule upon all protests which determination shall be final; and continue the public hearing from time to time, all in accordance with the SBD Act.
3. The Council hereby finds that the proposed uses to which the additional revenue from the SBD shall be put is contained in the Enlargement Petition.
 4. The Council hereby finds that the initial tax rate to be levied by the SBD is contained in the Enlargement Petition, which is a sum not to exceed \$0.85 per \$100 assessed valuation on real property, tracts, lots, or parcels of real property on owners of real property in the SBD.
 5. The Council authorizes there to be conducted a survey and investigation of the SBD, and a survey and investigation report to be prepared, in accordance with Section 71.792 of the SBD Act.
 6. The WHEREAS clauses of this Resolution are hereby incorporated herein by reference.
 7. The Mayor of the City or his designated representatives are hereby authorized to take any and all actions as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the Council being necessary to authorize such action by the Mayor or his designated representatives.
 8. It is hereby declared to be the intention of the Council that each and every part, section, and subsection of this Resolution shall be separate and severable from each and every other part, section, and subsection hereof and that the Council intends to adopt each said part, section, and subsection separately and independently of any other part, section, and subsection. In the event that any part, section, or subsection of this Resolution 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.
 9. This Resolution shall be in full force and effect from and after its passage and approval.

Passed and adopted this _____ day of _____, 2026.

Presiding Officer

Mayor

Attest:

City Clerk

EXHIBIT A

Enlargement Petition

(Attached hereto.)

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

Submitted March 2, 2026

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

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

The "Downtown Chesterfield Special District was established pursuant to Ordinance No. 3319 of the City on or about January 8, 2025. This Petition to Enlarge the Downtown Chesterfield Special Business District (this "Petition") seeks to enlarge the boundaries of the Downtown Chesterfield Special Business District to include an additional four (4) parcels of real property within the existing Downtown Chesterfield Special Business District. The undersigned, being an owner of real property subject to real property taxes and within the existing boundaries of the Downtown Chesterfield Special Business District, do hereby petition and request that the Council enlarge the boundaries of the Downtown Chesterfield Special Business District as described herein, pursuant to Sections 71.790 through 71.808 of the Revised Statutes of Missouri, as amended (the "Act").

1. Description of the SBD

A. Map of SBD Boundaries

A map illustrating the proposed Downtown Chesterfield Special Business District boundaries as enlarged (the "SBD") is attached hereto as **EXHIBIT A**, and incorporated herein by reference.

B. Name of SBD

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

2. Purposes of the SBD

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

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

All of the foregoing qualified and allowable expenditures shall be spent exclusively within the boundaries of the SBD, provided, however, that legal, insurance, administration, and financial oversight

expenditures may be spent outside the boundaries of SBD so long as they directly relate to the geographical area of the SBD.

Also, the SBD may:

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

3. Type of SBD

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

4. The SBD's Advisory Board

- A. In accordance with the Act, the Council will have sole discretion as to how the revenue derived from any tax to be imposed within the SBD, or any revenue derived from disposition of assets of the SBD, will be used within the scope of the purposes of the SBD, as described in this Petition and the Act.
- B. Currently, and in accordance with the Act, the Mayor of the City, with consent of the Council, appoints a seven-member advisory board (the "**Board**"), in accordance with the qualifications as established by law and as set forth herein, to make recommendations as to the use of the SBD. This process will remain unchanged.
- C. *Qualifications*
 - i. Members of the Board must be at least 18 years of age.
 - ii. All seven members of the Board will continue to be selected by the City, appointed by the Mayor, and consented to by the Council. Two of the seven members of the Board will continue to be designees of TSG Downtown Chesterfield Redevelopment, LLC, a Missouri limited liability company, or its permitted successors or assigns in interest (under that certain Second Amended and Restated Redevelopment Agreement for RPA-1 by and between the City and TSG Downtown Chesterfield Redevelopment, LLC dated as of January 30, 2026, as may be further amended from time to time). The Mayor shall continue to appoint, and the Council shall continue to approve, the designees selected by TSG Downtown Chesterfield Redevelopment LLC, unless such designee shall have previously been properly removed from the Board in accordance with the process described in Section 4.F. below. Five of the seven members of the Board will continue be designees of the City.

D. *Term of Office:* Each member of the Board will serve for a four-year term (except as provided herein with respect to the initial members), with terms expiring as of December 31st of the designated year or when their successors are appointed as provided herein, whichever is later.

E. *Initial Members and Terms:* The current members of the SBD have been appointed to the following terms:

<u>Name</u>	<u>Term Expiration Date</u>
City's Chief of Police, currently, Cheryl Funkhouser	December 31, 2029
City's Finance Director, currently, Julie O'Guinn	December 31, 2026
City's Director of Planning, Justin Wyse	December 31, 2026
City's Director of Public Works, currently, James Eckrich	December 31, 2027
City's Director of Parks, currently, Mike Geisel	December 31, 2027
Michael H. Staenberg	December 31, 2028
Timothy S. Lowe	December 31, 2028

F. *Removal:* The Mayor, with consent of the Council, may remove any member of the Board for misconduct or neglect of duty upon written charges and after a public hearing.

G. *Vacancies:* Vacancies on the Board occasioned by removal, resignation, expiration of term, or otherwise will be reported in writing to the City Administrator of the City by the Board. The vacancy will be filled in like manner as an original appointment. Appointments to fill vacancies will be for the unexpired portion of a term only.

5. Life of the SBD

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

6. Maximum Rates and the Method of Assessment

The ballot question will be in substantially the following form:

Shall the special business district of the Downtown Chesterfield Special Business District ("**SBD**") be authorized to impose a tax on owners of real property in a sum not to exceed \$0.85 per \$100 assessed valuation on real property, tracts, lots, or parcels of real property in the SBD, which assessed valuation shall not include improvements for the calendar years ending December 31, 2027, 2028

and 2029. Thereafter, starting with the calendar year ending December 31, 2030, the assessed valuation on real property, tracts, lots, or parcels of real property in the District shall also include the value of the improvements for the purpose of providing revenue to the SBD. For purposes of property receiving tax abatement, the assessed value for each is at the current rate until abatement ends. The amount levied annually will be set by the City Council of the City of Chesterfield, Missouri each calendar year by resolution of the City Council of the City of Chesterfield, Missouri.

7. Limitations on Revenue Generations

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

8. Reports and Meetings

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

9. Severability

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

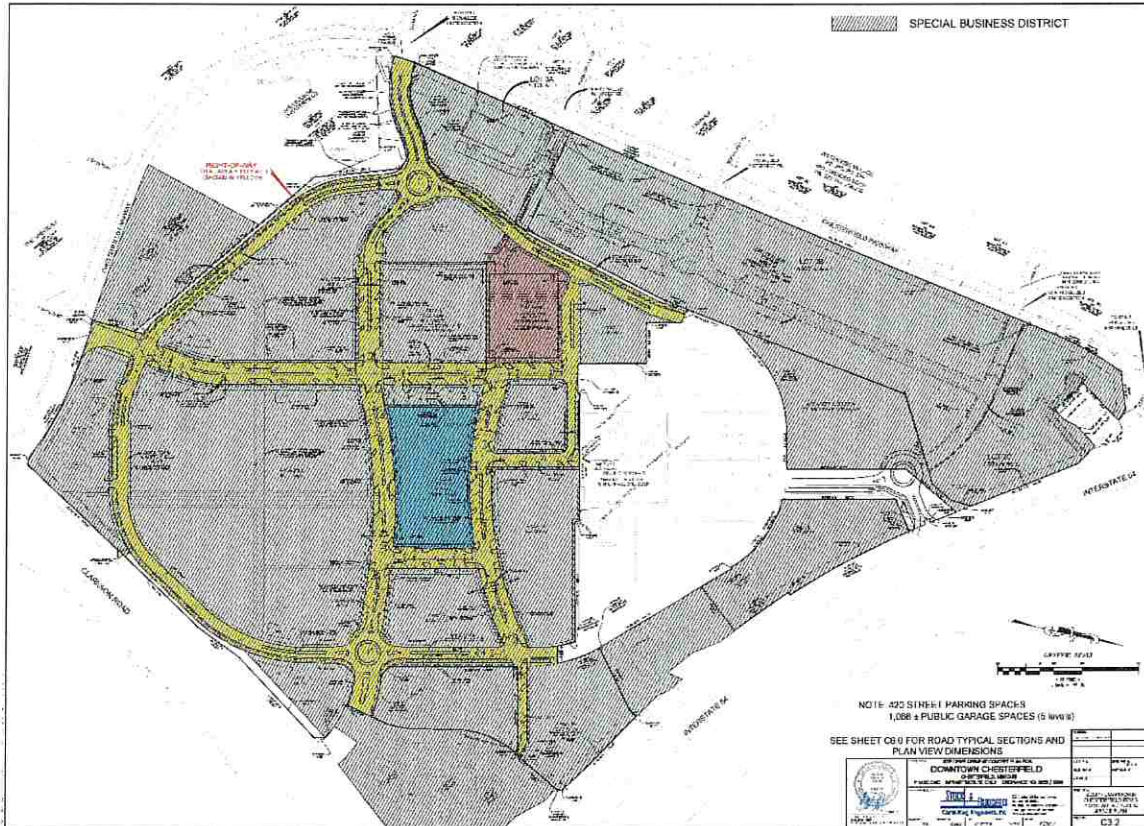
TSG Downtown Chesterfield Redevelopment, LLC,
a Missouri limited liability company

By: _____

Michael H. Staenberg
Manager

EXHIBIT A

Map of SBD Boundaries



PROPERTY DESCRIPTION

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

Beginning at the southeastern corner of Lot C-108 of Chesterfield Village A Phase One Plat One, a subdivision according to the plat thereof as recorded in Plat Book 158, Page 96 of the St. Louis County records, said point also being located on the northern right-of-way line of West Chesterfield Parkway, variable width; thence along said right-of-way line the following courses and distances: South 86 degrees 45 minutes 22 seconds West, 23.63 feet; North 82 degrees 51 minutes 44 seconds West, 451.92 feet to the beginning of a curve to the right having a radius of 763.50 feet, an arc length of 92.93 feet and a chord which bears North 79 degrees 22 minutes 31 seconds West, 92.87 feet to the southeast corner of Lot C108A; thence along the west line of Lot C108, North 15 degrees 21 minutes 59 seconds East, 439.70 feet to the northwest corner thereof, thence along the northeastern line of Lot 1 of the Chesterfield Village Area "A" Phase One Plat One Lots C109 and C208 Lot Consolidation Plat, a subdivision according to the plat thereof as recorded in Plat Book 367, Page 521 of above said records, the following courses and distances: North 52 degrees 55 minutes 05 seconds West, 268.86 feet; North 18 degrees 15 minutes 05 seconds West, 305.01 feet and North 64 degrees 14 minutes 40 seconds West, 41.67 feet to the beginning of a non-tangent curve to the left having a radius of 432.82 feet; thence along said curve with an arc length of 106.89 feet and a chord which bears South 60 degrees 42 minutes 11 seconds West, 106.62 feet; South 53 degrees 37 minutes 42 seconds West, 8.62 feet to the beginning of a non-tangent curve to the right having a radius of 337.50 feet an arc length of 245.60 feet and a chord which bears South 74 degrees 28 minutes 29 seconds West, 240.22 feet and North 84 degrees 40 minutes 43 seconds West, 14.47 feet to the eastern right-of-way line of West Chesterfield Parkway, 73 feet wide, said point also being located on a curve to the right having a radius of 763.50 feet; thence along said eastern right-of-way line the following courses and distances: along said curve with an arc length of 120.92 feet and a chord which bears North 07 degrees 07 minutes 21 seconds East, 120.79 feet; North 11 degrees 34 minutes 18 seconds East, 735.22 feet to the beginning of a curve to the left having a radius of 3,036.50 feet; along said curve with an arc length of 79.87 feet and a chord which bears North 10 degrees 49 minutes 05 seconds East 79.87 feet; North 10 degrees 03 minutes 52 seconds East, 1,599.81 feet; to the beginning of a non-tangent curve to the right having a radius of 1,113.50 feet; along said curve with an arc length of 270.65 feet and a chord which bears North 17 degrees 03 minutes 37 seconds East, 269.98 feet to its intersection with the southern right-of-way of Interstate Route 64, variable width; thence along said right-of-way line the following courses and distances: North 71 degrees 18 minutes 34 seconds East, 135.85 feet; South 69 degrees 05 minutes 12 seconds East, 32.21 feet and South 59 degrees 27 minutes 08 seconds East, 11.64 feet to the northwestern corner of a tract of land as conveyed to the First Baptist Church of Chesterfield by instrument recorded in Book 5232, Page 199 of above said records; thence along the western, southern and eastern lines of said First Baptist Church Of Chesterfield tract the following:

South 34 degrees 10 minutes 42 seconds West, 180.51 feet; South 55 degrees 53 minutes 57 seconds East, 137.63 feet; North 34 degrees 59 minutes 14 seconds East, 43.04 feet; North 15 degrees 05 minutes 31 seconds East, 47.83 feet; North 27 degrees 03 minutes 39 seconds East, 17.67 feet and North 35 degrees 05 minutes 18 seconds East, 82.29 feet to the southern right-of-way of above said Interstate Route 64; thence along said right-of-way line South 59 degrees 27 minutes 08 seconds East, 84.03 feet; South 33 degrees 54 minutes 09 seconds East, 408.23 feet and South 33 degrees 52 minutes 24 seconds East, 59.76 feet to the eastern line of Lot C101E of above said Chesterfield Village A Phase One Plat One; thence along the eastern and southern lines of said Lot C101E the following courses and distances: South 28 degrees 18 minutes 26 seconds West, 233.25 feet; South 12 degrees 26 minutes 49 seconds East, 419.05 feet; South 77 degrees 33 minutes 11 seconds West, 134.34 feet to the beginning of a curve to the left having a radius of 400.00 feet, an arc length of 284.70 feet and a chord which bears South 57 degrees 09 minutes 42 seconds West, 278.73 feet and South 36 degrees 46 minutes 20 seconds West, 137.90 feet to the east line of the Boundary Adjustment Plat of Lots C110, C 111, C112 and C113 of Chesterfield Village Area A Phase One Plat Two as recorded in Plat Book 371, Page 492 of above said records; thence along said east line, South 08 degrees 46 minutes 20 seconds West, 177.15 feet; to the northwest corner of Adjusted New Section B of the Boundary Adjustment Plat as recorded in Plat Book 372, Pages 373 and 374 of the above said records; thence along the northern lines of said Adjusted New Section B the following courses and distances: South 75 degrees 34 minutes 41 seconds East, 51.88 feet; South 12 degrees 26 minutes 49 seconds East, 123.89 feet and North 77 degrees 33 minutes 11 seconds East, 143.58 feet; thence departing said northern line the following courses and distances: South 12 degrees 23 minutes 25 seconds East, 245.62 feet; North 77 degrees 36 minutes 34 seconds East, 106.66 feet; North 12 degrees 26 minutes 49 seconds West, 5.73 feet; North 77 degrees 33 minutes 11 seconds East, 451.32 feet; South 12 degrees 26 minutes 49 seconds East, 13.15 feet; North 77 degrees 33 minutes 11 seconds East, 422.43 feet to the beginning of a non-tangent curve to the right; having a radius of 500.16 feet; along said curve with an arc length of 62.49 feet and a chord which bears South 25 degrees 27 minutes 14 seconds East, 62.45 feet and North 77 degrees 33 minutes 11 seconds East, 61.46 feet to the west line of Lot C-106 of Chesterfield Village, Area A, Phase One Plat One, as recorded in plat Book 158, Page 96 of above said records, said point also being located on a non-tangent curve to the left having a radius of 515.00 feet, said point also being located on the northeastern line of Adjusted Lot C-101C of above said Boundary Adjustment Plat; thence along the northeastern and northern lines of said Adjusted Lot C-101C the following courses and distances: along last said curve with an arc length of 168.25 feet and a chord which bears North 33 degrees 39 minutes 38 seconds West, 167.50 feet; North 42 degrees 50 minutes 52 seconds West, 411.70 feet; North 42 degrees 53 minutes 57 seconds West, a distance of 124.85 feet; South 47 degrees 06 minutes 03 seconds West, 5.00 feet; to the beginning of a non-tangent curve to the left having a radius of 400.00 feet; along said curve with an arc length of 307.06 feet and a chord which bears North 64 degrees 53 minutes 28 seconds West, 299.58 feet; North 12 degrees 26 minutes 49 seconds West, 397.78 feet and North 54 degrees 13 minutes 23 seconds East, 121.24 feet to its intersection with the southern right-of-way line of Chesterfield Airport Road, variable width, said point also being located on a curve to the

left having a radius of 2,914.93 feet; thence along said right-of-way line the following courses and distances: southeasterly along said curve with an arc length of 477.12 feet and a chord which bears South 40 degrees 27 minutes 57 seconds East, 476.59 feet; South 44 degrees 50 minutes 42 seconds West, 10.00 feet; to the beginning of a curve to the left having a radius of 2,924.93 feet an arc length of 297.79 feet and a chord which bears South 48 degrees 04 minutes 18 seconds East, 297.66 feet; South 33 degrees 45 minutes 48 seconds East, 104.87 feet; South 49 degrees 19 minutes 35 seconds East, a distance of 99.00 feet; South 58 degrees 34 minutes 34 seconds East, 15.00 feet; North 10 degrees 39 minutes 45 seconds East, 54.56 feet to the beginning of a non-tangent curve to the left having a radius of 2,914.93 feet; along said curve with an arc length of 54.29 feet and a chord which bears South 55 degrees 13 minutes 15 seconds East, 54.29 feet; South 37 degrees 49 minutes 25 seconds East, 51.79 feet; South 57 degrees 07 minutes 42 seconds East, 446.22 feet South 57 degrees 07 minutes 42 seconds East, 21.18 feet; South 42 degrees 52 minutes 34 seconds East, 8.16 feet; South 46 degrees 43 minutes 23 seconds East, 65.78 feet; South 42 degrees 38 minutes 43 seconds East, 117.22 feet; South 53 degrees 44 minutes 29 seconds East, 319.61 feet and South 14 degrees 47 minutes 25 seconds East, 79.25 feet to its intersection with the western right-of-way line of Clarkson Road, variable width thence along said right-of-way line, South 39 degrees 55 minutes 19 seconds West, 502.93 feet to the southeast corner of Lot 2 of Drury Plaza as recorded in Plat Book 352, Page 123 of above said records, said point also being located on a non-tangent curve to the left having a radius of 473.00 feet; thence along said curve with an arc length of 38.42 and a chord which bears North 57 degrees 33 minutes 40 seconds West, 38.41 feet; thence departing the south line of Lot 2, crossing Chesterfield Center, South 30 degrees 06 minutes 42 seconds West, 104.47 feet to the north line of Lot C-102 of Chesterfield Village Area "A" Phase One Plat One; thence along the northeastern line of Lot C-102, South 11 degrees 41 minutes 44 seconds East, 41.53 feet to the western right-of-way line of Clarkson Road; thence along said right-of-way line the following courses and distances: South 34 degrees 27 minutes 25 seconds West, 386.00 feet; South 23 degrees 33 minutes 07 seconds West, 181.60 feet; South 31 degrees 08 minutes 12 seconds West, 828.33 feet and South 85 degrees 41 minutes 13 seconds West, 26.89 feet to the northern right-of-way line of above said West Chesterfield Parkway, said point also being located on a non-tangent curve to the left having a radius of 1,060.17 feet; thence along said right-of-way line the following courses and distances: along said curve with an arc length of 334.12 feet and a chord which bears North 73 degrees 49 minutes 52 seconds West, 332.74 feet; North 82 degrees 51 minutes 36 seconds West, 126.21 feet; North 82 degrees 52 minutes 12 seconds West, 37.73 feet; South 86 degrees 45 minutes 22 seconds West, 35.95 feet to the POINT OF BEGINNING.

Containing 4,999,164 square feet or 114.765 acres mor or less

<u>No.</u>	<u>Task</u>	<u>Statutory Authority</u>	<u>Proposed Dates</u> ¹
1	Petition by “one or more owners of real property on which is paid the ad valorem real property taxes within the proposed district” filed with the City of Chesterfield, Missouri (the “City”) to adopt a resolution of intention to enlarge the Downtown Chesterfield Special Business District (“SBD”)	71.794(1), RSMo.	Filed 3/2/26
2	City submits resolution to City Council for 3/16/26 meeting		By 5 p.m. on 3/11/26
3	The City Council may adopt a resolution declaring its intention to enlarge the SBD, which resolution must contain specifics required by statute	71.794(1), RSMo.	3/16/2026
4	Publication proof submitted for SBD public hearing notice in general circulation newspaper (The Countian publishes every day)		4/6/2026 by 11 a.m.
5	The City Council shall mail a notice by certified mail of the hearing to all owners of record of real property and licensed businesses located in the proposed district	71.794(2), RSMo.	4/8/2026 Not more than 15 days nor less than 10 days before the hearing date
6	Publication of first SBD public hearing notice in general circulation newspaper	71.794(2), RSMo.	4/8/2026 Not more than 15 days nor less than 10 days before the hearing date
7	Publication of second SBD public hearing notice in general circulation newspaper	71.794(2), RSMo.	4/9/2026 Not more than 15 days nor less than ten days before the hearing date
8	The City shall conduct a survey and investigation. ²	71.792, RSMo.	By 4/14/26
9	A written report of the survey and investigation shall be filed in the office of the City Clerk and shall be available for public inspection.	71.792, RSMo.	By 4/14/26
10	City Council holds formation public hearing ³		4/21/2026
11	City Council gives first reading of ordinance enlarging the SBD ⁴		4/21/2026

No.	Task	Statutory Authority	Proposed Dates ¹
12	City Council gives second reading and adopts ordinance enlarging the SBD ⁵ , which, among other things, states the initial rate of levy to be imposed upon the property lying within the boundaries of the district ⁶ , and orders election of qualified voters to approve the extension of the property tax to the properties added to the SBD. ⁷ The order shall state the election date as 8/11/26.	71.792, RSMo., 71.794(4), RSMo., & 71.800.5, RSMo.	5/4/2026
13	Record ordinance.		5/5/2026
14	City Council requests mail-in election for imposition of property tax from election authority		5/5/2026
15	To determine qualified voters, City Clerk to request registered voter check from the St. Louis County Board of Elections for enlarged SBD		5/5/2026
16	To determine qualified voters, City Clerk to check St. Louis County, Missouri land records for enlarged SBD		5/5/2026
17	City Clerk mails by certified mail notice of the mail-in election and opportunity to apply for mail-in ballot to all qualified voters	71.800.6, RSMo.	5/12/2026
18	City Clerk to verify list of qualified voters is still accurate and submit notice of the mail-in election and opportunity to apply for mail-in ballot by certified mail to any newly identified qualified voters		5/19/2026
19	Persons entitled to apply for a ballot ⁸ apply for mail-in ballot	71.800.6(1), RSMo. & 71.800.6(4), RSMo.	By 6/2/26 Per 71.800.6(4), RSMo., no person shall apply for such ballot later than the fourth Tuesday before the date for mailing ballots specified in the ordinance
20	City Clerk to verify list of qualified voters is still accurate		6/30/2026

No.	Task	Statutory Authority	Proposed Dates ¹
21	The City Clerk mails a ballot to each applicant of the SBD along with a return addressed envelope directed to the City Clerk's office with a sworn affidavit on the reverse side of such envelope for the voter's signature ⁹	71.800.7,RSMo. & 71.800.5, RSMo.	6/30/2026
			Per, 71.800.5, the ordinance shall specify a date on which ballots for the election shall be mailed. Such date shall be a Tuesday, and shall not be earlier than the eighth Tuesday from the issuance of the order, nor later than August 15th of the year the order is issued and shall not be on the same day as an election conducted under the provisions of Chapter 115
22	Voted ballots shall be returned to the City Clerk's office by mail or hand delivery	71.800.10, RSMo.	8/11/2026
			No later than 5:00 p.m. on the sixth Tuesday after the date for mailing the ballots as set forth in the ordinance
23	City Clerk transmits all voted ballots to a team of judges (that the City Clerk selects) of not less than four, with an equal number from each of the two major political parties	71.800.10, RSMo.	8/11/2026
24	Upon receipt of the voted ballots the judges shall verify the authenticity of the ballots, canvass the votes, and certify the results	71.800.10, RSMo.	Certification by 8/21/26 Certification by the election judges shall be final and shall be immediately transmitted to the governing body
25	If approved, the property tax is effective for the tax year in which the election is held	71.800.11, RSMo.	
26	City to transmit election results to St. Louis County Assessor		Immediately following receipt of certification

1 "Proposed Dates" are a best case scenario and, among other things, are reliant on the working group's cooperation, and confirmation of dates by election authority.

2 It is unclear whether a new survey and investigation is required for an enlargement of the boundaries of an existing district. However, given that a proposed enlargement of the boundaries may affect the costs of the services and activities provided by the district and would affect the percentage of the costs to be assessed against each property, a new survey and investigation is advisable. The cost of the survey and investigation shall be included as a part of the cost of establishing (or enlarging) the business district. 71.792, RSMo.

3 Should the City Council decide to change the boundaries of the proposed District, the hearing shall be continued 15 days from said decision and notice of such continued hearing shall comply with 71.794.(3), RSMo.

4 Proposed schedule assumes City Council will conduct the first reading on same day as public hearing. To be confirmed with City Council.

5 Proposed schedule assumes ordinance becomes effective on date of final passage. To be confirmed with City Council.

6 Such property tax is subject to a majority of qualified voters voting in favor of such imposition of the tax pursuant to a mail-in election held in accordance with 71.800, RSMo.

7 The ordinance adopted by the City Council shall "order" the election and specify the date when such election will be held/ballots mailed. 71.800.5, RSMo.

8 Per 71.900.6(1), "[p]ersons entitled to apply for a ballot in an election to approve a property tax imposed pursuant to subsection 1 ... of this section shall be: (a) [a] resident individual of the district; or (b) [a] person, including an individual, partnership, limited partnership, corporation, estate, or trust, which owns real property within the special business district.

9 71.800.7, RSMo. provides the form for the affidavit.

Memorandum

Department of Public Works



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

FROM: James A. Eckrich, P.E.
Public Works Dir. / City Engineer

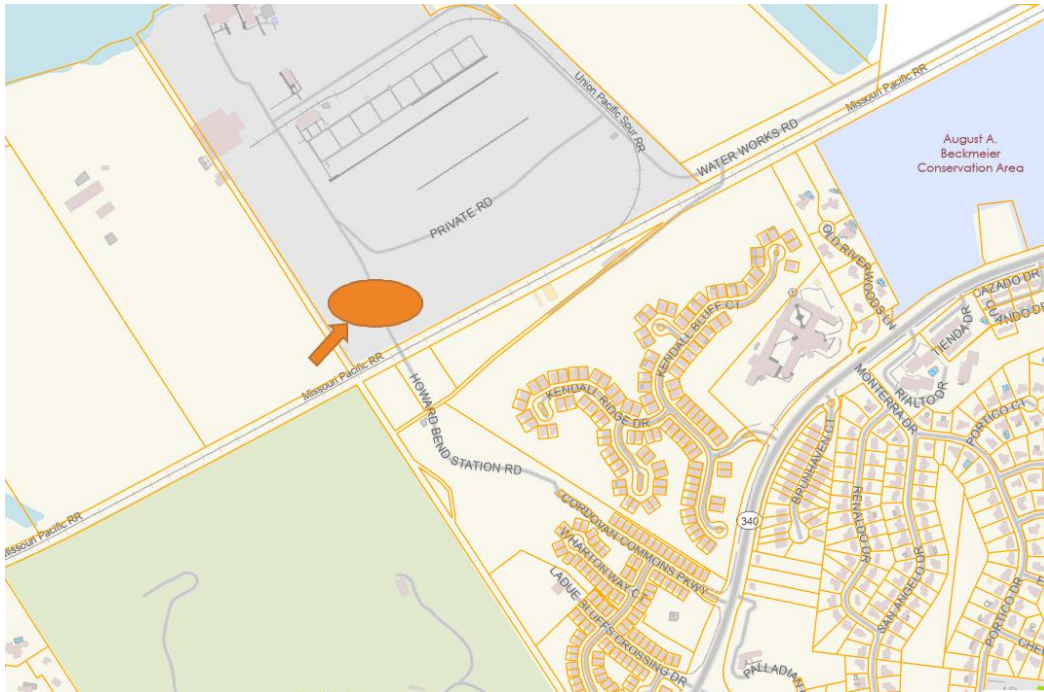
DATE: February 26, 2026

RE: Hog Hollow Road Closure
Professional Services Agreement

In late 2025 the City of Chesterfield City Council authorized Engineering Staff to move forward with the closure of Hog Hollow Road. As discussed at that time, the first step in this process will be to hire an engineering firm to design the Hog Hollow closure and the related improvements on Howard Bend Road located within the St. Louis City Water property. Because the Howard Bend Road improvements will be designed on and adjacent to the Howard Bend Levee, it will require significant coordination with the Howard Bend Levee District Engineer, who works for Horner and Shifrin (H&S). Recently, the City of Chesterfield selected H&S as the firm most qualified to design the Schoettler Road Sidewalk Project, and they are doing an excellent job. Because H&S was recently selected by the City, and because the Howard Bend Levee District Engineer works for that firm, H&S is uniquely qualified to be selected as the design engineer for this project. **Accordingly, I have negotiated a scope and fee with Horner and Shifrin, which has been incorporated into the attached contract. It is my recommendation that the City of Chesterfield enter into a contract with Horner and Shifrin in an amount not to exceed \$115,000.** This includes the negotiated fee (\$106,800) and a contingency to account for change orders that may become necessary.

Once the project design is complete it will be submitted to St. Louis City Water and the Monarch Fire Protection District to ensure the proposed work meets their requirements. Subsequently, a bid package will be created including plans, specifications, and estimate. After the project has been publicly bid a contract will be presented to the full City Council. Note that no additional action to permanently close the road will be taken without approval from the City of Chesterfield City Council.

The drawings on the next page show the proposed modifications to Howard Bend Road (top) and the location of a gate (bottom - orange oval) to be installed on the St. Louis City Water property.



Action Recommended

This matter should be forwarded to the full City Council. Should City Council concur with my recommendation, it should authorize the City Administrator to approve the execution with a contract with Horner and Shifrin in an amount not to exceed \$115,000. This will necessitate a Budgetary Transfer from General Fund – Fund Reserves to Account 120-079-5261.

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (the “Contract”), made by and between the CITY OF CHESTERFIELD, MISSOURI, a city of the third class and political subdivision of the State of Missouri, with an address of 690 Chesterfield Parkway West, Chesterfield, Missouri 63017 (the “City”), and Horner and Shifrin, a corporation, with an address of 101 Laura K Drive, Suite 101, O’Fallon, MO 63366 (“Consultant”). City and Consultant are each referred to as a “Party” and are collectively referred to as the “Parties”.

WHEREAS, the City requires certain engineering and/or professional services and has carefully reviewed the qualifications of those seeking to provide these services; and

WHEREAS, City has selected Consultant to perform engineering and/or professional services as set forth herein.

WITNESSETH, that the Parties, for the considerations hereinafter set forth, agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

In consideration of the payments, covenants and agreements set forth herein, Consultant shall provide all of the supervision, labor, technical and professional services, facilities, materials, tools, equipment, and apparatus to perform all the services and do all the things necessary for the proper completion of the consultant services which are particularly described in Exhibit A, attached hereto, and made a part hereof by reference, in accordance with the terms and conditions stated therein (the “Services”). The Services will be provided for the Hog Hollow Road Closure / Modifications to St. Louis City Water Treat Plan project (the “Project”).

ARTICLE 2 – STANDARDS AND PERMITS

Design criteria and project planning will be in accordance with the standards of the City, St. Louis County (the “County”), the Metropolitan St. Louis Sewer District (“MSD”), and any other agency as designated by the City in Exhibit A hereto (“Other Agencies”, collectively with the County and MSD, the “Approval Agencies”). Consultant shall prepare all documents required to apply for the required permits and approvals, and shall represent the City at all meetings in which the Approval Agencies request the City’s attendance. Consultant shall provide any additional information requested by the Approval Agencies, and shall revise the plans, as required by the Approval Agencies, in order for the agencies to properly evaluate the plans.

ARTICLE 3 - FEES AND PAYMENT

- A. The City agrees to pay Consultant, as full compensation for the complete and satisfactory performance of this Contract and all expenses and costs related thereto, the total amount not to exceed: one hundred six thousand eight hundred dollars (\$106,800). This amount shall be based on the actual costs and determined as set forth in Exhibit A. The City and Consultant agree that complete and satisfactory performance shall, at a minimum, constitute Consultant having provided the Services in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar fields and circumstances in accordance with sound professional practices.

- B. The City agrees to make progress payments for services rendered on a monthly basis following submission of a detailed invoice, in form reasonably satisfactory to the City Representative (as defined below) for work performed during the previous month. The City will make progress payments not later than thirty (30) days after receipt of acceptable invoices with appropriate documentation.
- C. The City will make final payment to Consultant within 60 days after the Services are fully completed and accepted by the City and this Contract fully performed.

ARTICLE 4 - SUBCONTRACTING

Except as specified in Exhibit A, no part of the Services may be subcontracted without the prior written consent of the City. Subcontracting shall in no way relieve Consultant of Consultant's primary responsibility for the quality and performance of the Services. Consultant shall assure that any subcontractor, as provided for herein, is in full compliance with all applicable laws, rules, regulations, ordinances, provisions of this Contract, and, without limiting the generality of the foregoing, compliance with all federal laws applicable to contracts of this type. In addition, this Contract shall not be assigned by Consultant.

ARTICLE 5 - RESPONSIBILITIES OF CONSULTANT

- A. In performing the Services, Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other tasks required under this Contract. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in designs, drawings, specifications and other tasks required to fulfill this Contract.
- B. All plans, specifications and other documents shall be endorsed by Consultant and shall reflect the name and seal of the Professional Engineer and/or Land Surveyor endorsing the work, as necessary.

ARTICLE 6 - TIME OF COMPLETION

- A. Consultant shall commence the Services upon receipt of a notice to proceed from the City, such notice shall be in writing, or, if no such notice is received, per the schedule as set forth in Exhibit A.
- B. The times specified in Exhibit A may be extended by written order of the City Representative (as defined below) in the event of unavoidable delay. Consultant may submit to City Representative timely requests for extension of time before plans are due, citing reasons why the delay involved is unavoidable.

ARTICLE 7 – RESPONSIBILITIES OF THE CITY

- A. Upon written request, the City will provide Consultant with information reasonably available to the City. Consultant may reasonably rely on City furnished information, however, Consultant's use of City furnished information shall not relieve Consultant of

performing any additional research, studies, inquiries, requests, surveys and/or other method of data collection consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar fields and circumstances in accordance with sound professional practices. Consultant shall be responsible for obtaining information that is equally available to Consultant.

- B. Upon written request, the City will provide representatives to attend meetings with interested property owners, Approval Agencies, and other interested parties. Consultant must provide reasonable notice to the City Representative (as defined below) ahead of any meeting where a representative is requested.
- C. The City reserves the right to employ other consultants in connection with the Services.

ARTICLE 8 – CHANGES IN SERVICES

- A. The City may make changes within the general scope of the Contract by altering, adding to or deducting from the Services, fees to be paid Consultant being adjusted accordingly. All such changes in the Services shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a supplemental agreement executed by the City and Consultant.
- B. Any adjustment in the fees to be paid Consultant for duly authorized extra work or change in the Services shall be determined based on the unit prices previously specified, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the fees to be paid Consultant shall, at the option of the City, be determined by an acceptable lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, or by an acceptable cost-plus percentage or fixed fee.

ARTICLE 9 - INSURANCE REQUIREMENTS

Prior to providing the Services, Consultant and any subcontractors must provide City with proof of insurance in the types and amounts set forth herein. Consultant and any subcontractors shall procure and maintain during the life of this Contract insurance of the types and minimum amounts as follows:

- 1. General Liability: Commercial General Liability (Occurrence)

Each occurrence	\$1,000,000
Personal & Adv injury	\$1,000,000
General Aggregate (Project)	\$2,000,000
- 2. Automobile Liability: (Any Auto)

Combined Single Limit	\$1,000,000 each accident
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- 3. Excess/Umbrella Liability \$2,500,000
- 4. Worker's Compensation and Employers Liability in full compliance with statutory requirements of Federal and State of Missouri law in the amount of \$550,000 for E.L. each accident, E.L. Disease – each employee, and E.L. Disease – policy limit.

5. Professional Liability

\$3,500,000 each claim

The Commercial General Liability policy shall be endorsed to cover the liability assumed by Consultant hereunder. All such insurance to be carried by Consultant hereunder shall be obtained by the Consultant at Consultant's sole cost and expense, and shall name City as additional insured on a primary and non-contributory basis (except for Professional Liability and Workers Compensation), and all policies shall contain a waiver of subrogation in favor of the additional insured(s), its elected and appointed officials, employees, agents, and representatives. Nothing herein shall be construed or interpreted as a waiver of the City's sovereign immunity. Copies of the policies required hereunder, or certificates thereof, shall be furnished to City at the time this Contract is sent to the City for execution, and copies of certificates evidencing the renewal of such policies shall be delivered to City within thirty (30) days after the date when such renewal was due. Each of said policies shall provide for not less than thirty (30) days' written notice prior to any cancellation or an amendment that results in a reduction of coverage, a change in the conditions of coverage, and or a change in the duties of the policyholder or any additional insureds, with a ten (10) day exception for non-payment of premium. All such insurance policies shall be issued by an insurer authorized to insure in the State of Missouri and with an A.M. Best rating of A- or better.

ARTICLE 10 - INDEMNIFICATION

- A. With respect to the performance of professional services, Consultant and any subcontractors shall indemnify and hold City, and its officers, employees, elected officials, appointed officials, the Approval Agencies when acting at the direction of the City, and agents, harmless from and against any and all claims, suits, liabilities, judgments, and costs, including attorney's fees, arising from (i) any breach or default on the part of Consultant or any subcontractor under this Agreement; (ii) any act of negligence, omission, or willful misconduct of Consultant or any subcontractor; or (iii) damage or injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in the provision of the Services.
- B. With respect to all claims not related to the performance of professional services, Consultant and any subcontractors shall indemnify, protect, defend, and hold City, and its officers, employees, elected officials, appointed officials, the Approval Agencies when acting at the direction of the City, and agents, harmless from and against any and all claims, demands, liabilities, and costs, including attorney's fees, arising from (i) any breach or default on the part of Consultant or any subcontractor under this Agreement; (ii) any act of negligence, omission, or willful misconduct of Consultant or any subcontractor; or (iii) damage or injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in the provision of the Services; and Consultant shall defend City in any action or proceeding brought in connection with any of the foregoing.
- C. The foregoing indemnity and obligation to defend shall not apply to claims resulting from the gross negligence or willful misconduct of City, its officers, employees, elected officials, or appointed officials. To the extent required by law to enforce this provision, Consultant agrees that this indemnification requires Consultant to obtain insurance in amounts specified herein and that Consultant has had the opportunity to recover the costs of such

insurance in the Compensation set forth in this Contract.

- D. Consultant shall defend, indemnify, and hold City harmless for suits, claims, losses, or damages for infringement of any copyright or patent rights arising out of use or adoption of any design, drawings or specifications produced by Consultant. .

ARTICLE 11 – COMPLIANCE WITH LAWS

- A. Consultant shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract.
- B. Consultant, with regard to the provision of the Services and performance of this Contract, will not discriminate on the ground of race, color, religion, sex, national origin or disability in the selection and retention of subcontractors. Consultant will comply with Title VI of the Civil Rights Act of 1964, as amended. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the Consultant's obligations under this Contract and the regulations relative to nondiscrimination on the ground of color, race, religion, sex, national origin or disability.
- C. Consultant will take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post notices in conspicuous places available to employees and applicants for employment.
- D. Consultant will, in all solicitation, or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.
- E. Consultant will comply with all provisions of State and Federal laws and regulations governing the regulations of Equal Employment Opportunity and Non-Discrimination.

ARTICLE 12 – INDEPENDENT CONTRACTOR

Consultant shall be and operate as an independent contractor in the performance of this Contract. Consultant shall have complete charge of the personnel engaged in the performance of the Services, and all persons employed by the Consultant shall be employees of said Consultant and not employees of the City in any respect. City shall not, by virtue of this Contract, in any way or for any purpose, be deemed to be a partner of Consultant in the conduct of Consultant's business or a joint venturer or a member of a joint enterprise with Consultant.

ARTICLE 13 - TERMINATION

The City may terminate this Contract at any time, with or without cause, effective seven (7) days after delivery of written notice thereof to Consultant. Should the Contract be so terminated, all drawings and documents in connection with the project shall become the property of the City who shall, in that event, make reasonable allowance for expenses incurred and services satisfactorily performed by the Consultant to the date of termination which were performed in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar fields and circumstances in accordance with sound professional practices.

ARTICLE 14 - OWNERSHIP OF DOCUMENTS

Consultant shall provide the City with copies of all documents pertinent to the Services which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. All original documents, studies, or graphic material, drawings, photographs, or plans prepared by the Consultant, pertaining to the Services ("Instruments of Service"), shall be deemed the property of the City after payment of monies due under this agreement and the City shall be entitled to physical possession of said documents whether complete or in progress. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and work product of the Consultant created in performance of or relating to this Contract. Consultant agrees to take all steps reasonably requested by the City to evidence and maintain the City's ownership rights in the work product. Instruments of Service are not intended or represented to be suitable for reuse by the City or others on any other Project. Any such use without Consultant's prior written authorization shall be at the City's sole risk and without liability to the Consultant. City agrees to waive all claims against Consultant for any and all liabilities, damages, and costs arising out of or resulting from the use of the incomplete Instruments of Service, or the misuse or unauthorized reuse of Instruments of Service.

ARTICLE 15 – ACCOUNTING

During the period of this Contract, Consultant shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Consultant.

ARTICLE 16 - STANDARD OF CARE

Consultant shall perform Services with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

ARTICLE 17 – DECISIONS UNDER THIS AGREEMENT

The City Representative (as defined below) will determine the acceptability of work performed under this Contract, and will decide all questions which may arise relative to the proper performance of this Contract, and the City Representative's decision shall be final.

ARTICLE 18 - SUCCESSORS AND ASSIGNS

The City and Consultant agree that this Contract shall be binding upon the Parties and their successors and assigns.

ARTICLE 19 - ENTIRE AGREEMENT

This Contract contains the entire agreement of City and Consultant with respect to the Services and all prior negotiations, representations and understandings (except for those in Exhibit A) are merged into this Contract. Any agreement hereafter made shall be ineffective to change, modify or discharge this Contract in whole or in part unless such agreement is in writing and signed by a duly authorized officer or person on behalf of the Party against whom enforcement of the change, modification or discharge is sought. This Contract may be executed in more than one counterpart, and each counterpart shall constitute an original.

ARTICLE 20 - CITY REPRESENTATIVE

For purposes of this Contract, the City Representative will be the Public Works Director of the City unless another employee of the City has been designated in writing by the City Administrator.

ARTICLE 21 - 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 (a) personally delivered, (b) sent via national overnight courier (e.g., Federal Express); or (c) mailed by certified United States first class mail, postage prepaid,

In the case of City, to:

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017
Attention: Director of Public Works

With a copy to:

The Graville Law Firm, LLC
13354 Manchester Road, Ste 200
St. Louis, Missouri 63131
Attn: Chris Graville

In the case of Consultant, to:

Horner and Shifrin
101 Laura K Drive, Suite 101
O'Fallon, MO 63366
Attention: April Giesmann

With a copy to:

or to such other address with respect to any Party as that Party may, from time to time, designate in writing and forward to the other as provided in this paragraph. Notices sent by personal delivery shall be deemed received on the date of delivery; notices sent by overnight delivery service shall be deemed received the next business day after the same has been deposited with the overnight carrier for next business day delivery; notice sent by certified mail shall be deemed received three business days after being deposited in the U.S. Mail. All postage or delivery charges shall be the responsibility of the sender of such notice. Refusal to accept delivery shall be deemed acceptance of delivery with the date of refusal being the date of receipt of the notice.

ARTICLE 22 - CHOICE OF LAW

This Contract shall be governed by, and construed in accordance with, the laws of the State of Missouri. The sole venue for any action filed in connection with this Contract shall be the Circuit Court of St. Louis County, Missouri, and each Party agrees to waive any defense of an inconvenient forum. The Parties expressly waive their right to remove any matter brought in Circuit Court to federal court or to institute any action in federal court.

ARTICLE 23 – COSTS AND ATTORNEYS' FEES

If either Party shall bring an action to recover any sum due hereunder, or for any breach hereunder, and shall obtain a judgment or decree in its favor, the court may award to such prevailing Party its reasonable costs and reasonable attorneys' fees, specifically including reasonable attorneys' fees incurred in connection with any appeals (whether or not taxable as such by law).

ARTICLE 24 – FORCE MAJEURE

Unless otherwise expressly provided in this Contract, a Party shall not be liable to the other Party for delays or failures in performance of any of its obligations under this Contract because of any delay caused by Force Majeure. "Force Majeure" includes but is not limited to, orders of any kind of any court or governmental body, strikes, lockouts, riots, acts of God, epidemics, pandemics, landslides, lightning, earthquake, fire or other casualties, breakage, explosions, storms, washouts, droughts, tornadoes, cyclones, floods, unusually adverse weather conditions, unusually wet soil conditions, civil war, invasion or acts of a public enemy, failure of utilities, governmental restrictions or priorities, or wrongful refusal or failure to issue any necessary permits or legal authorization by any governmental entity. If a delay or failure of

performance occurs that is excusable under this provision, the period for performance shall be extended for a time equal to the time lost because of the Force Majeure event.

ARTICLE 25 - SEVERABILITY

If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. In such event, this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Contract and the remaining provisions of this Contract shall remain in full force and effect, and shall not be affected by the illegal, invalid or unenforceable provision.

ARTICLE 26 – NO THIRD-PARTY BENEFICIARIES

The provisions of this Contract are for the benefit of Consultant or City, and no other individual, partnership, corporation, organization, or entity shall have any right or claim against Consultant or City by reason of this Agreement or be entitled to benefit therefrom or to enforce any of the provisions thereof.

ARTICLE 27 – AUTHORITY

By execution of this Agreement, the undersigned, signing on behalf of User, hereby represents and warrants that (i) this Agreement has been duly authorized and executed on behalf of User and constitutes a valid and binding agreement of User; (ii) User has obtained all consents, releases and permissions and given all required notifications related to the transactions herein contemplated and required under any covenant, agreement or encumbrance to which User is a Party or by which User is bound; (iii) User now has, and on the Commencement Date will have, full right and authority to execute and deliver this Agreement, and all documents and instruments required of it for the performance of this Agreement; and (iv) User is now, and on the Commencement Date will be, a corporation duly organized, validly existing and in good standing under the laws of the State of Missouri.

ARTICLE 28 – CONFLICT RESOLUTION

Any controversy, dispute or claim arising out of or relating in any way to this Agreement, the transactions contemplated hereunder, the business relationship of the parties that is the subject of this Agreement, or the termination of that business relationship (in each case, a “**Dispute**”) shall be resolved as follows: the parties shall meet in a good faith attempt to resolve each such Dispute and the parties agree to provide written notice within seven (7) days of actual knowledge and verification of the occurrence or event that caused the Dispute. Any meeting to resolve a Dispute shall be held as soon as practicable, but in no event later than seven (7) days after receipt of notice from the other party of a Dispute, unless the parties otherwise agree in writing. If such meeting does not result in resolution, any party may, by written notice to the other party, require that all parties meet with an independent mediator, who shall be designated by agreement of the parties, to assist the parties in resolving the Dispute. If a mediator cannot be agreed upon within fourteen (14) days of receipt of notice from any party of a Dispute, the aggrieved party shall select three mediators from the United States Arbitration and Mediation mediator list, from which one mediator shall be agreed upon by the other party to mediate the Dispute. The Parties agree to participate in at least four (4) hours of mediation in good faith to settle the Dispute. Any and all fees or costs of such mediation shall be shared equally by the parties unless the parties otherwise

agree in writing. Any mediation to resolve a Dispute shall be scheduled as soon as practicable, but in no event later thirty (30) days of receipt of notice from the aggrieved party, unless the parties otherwise agree in writing. If a party files a lawsuit without first going through the alternative dispute resolution procedures set forth herein, the filing party shall pay all of the non-filing party's attorney's fees and costs incurred in defending the lawsuit. If a party fails to timely respond or adhere to any time requirements of this section herein the other party may immediately file suit and shall be entitled to recover their attorney's fees and costs. Anything to the contrary notwithstanding, the City may seek immediate injunctive or declaratory relief when necessary to protect the general health, safety and welfare of the citizens of the City.

[Signature Page To Follow]

IN WITNESS WHEREOF, the City and Consultant have caused this Professional Services Contract to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as of the Effective Date.

Executed by Contractor this _____ day of _____, 20____.

Executed by the City this 16th day of March, 2026.

CITY OF CHESTERFIELD

Signature – Michael Geisel

Signature -

City Administrator
Title

Title

ATTEST:

ATTEST:

Vickie McGownd, City Clerk

(SEAL)

EXHIBIT A

Scope of Services Dated February 25, 2026

February 25, 2026

Mr. Jim Eckrich, PE
Public Works Director
City of Chesterfield

Re: **Closure of Hog Hollow Road / Modification to Howard Bend Station Road at City Water Plant
Proposal to Provide Professional Surveying and Engineering Services**
Opportunity No. 250614000

Dear Jim,

Horner & Shifrin, Inc. (Engineer) is pleased to submit our proposal to the City of Chesterfield (Owner) to provide professional surveying and civil engineering services for the proposed improvements for the closure of Hog Hollow Road and Modification to Howard Bend Station Road at the City Water Plant. We understand the scope of the project to generally include:

All design, permitting, specifications, agency coordination, and cost estimates for the following:

- 1) Gate on Howard Bend Station Road meeting the requirements of St. Louis City Water and Monarch Fire Protection District per the Memorandum of Understanding (MOU) between the City of St. Louis and the City of Chesterfield. Electric and communications for this gate will be identified but will be designed by the Electrical contractor, with design/build criteria provided by Engineer.
- 2) Roadway modifications (widening) near the gate as specified by City Water in the MOU.
- 3) Roadway modifications at the curve to accommodate a Fire Truck.
- 4) Removal (or reconstruction if necessary) to the existing gate on Howard Bend Station Road at the existing residential subdivision cul-de-sac for Fire Truck access.
- 5) Closure on Hog Hollow Road
 - a. Semi-permanent Gate / Closure on the south end (near Olive).
 - b. Usable gate on the north end just south of driveway at 975 Hog Hollow Road. This gate will be used by utilities to access the closed area.
- 6) Modification (or reconstruction if necessary) to the existing gate on River Valley Drive to meet the requirements of Monarch Fire Protection District.

H&S will provide surveying of five (5) project areas, including four areas for new/replacement gates or barrier, and one larger area for widening and the turnaround on Howard Bend Station Road at the City Water Plant entrance. Utility locates will be called in and picked up by the field crews. H&S crews will attempt to find property markers for right-of-way locations, but will not perform formal boundary surveys. We will use existing plans for Olive Boulevard provided by Owner to include property and easement information.



Agency coordination will include the following:

- 1) Monarch Fire Protection District (MFPD) for access requirements, truck dimensions, and gate standards.
- 2) Monarch Chesterfield Levee District (MCLD) for work on or near the levee for the access road widening, gate, turn, and stormwater detention requirements.
- 3) City of Chesterfield for Floodplain Development Permitting for work near the City Water Plant that is within the regulatory floodplain.
- 4) Missouri Department of Transportation (MoDOT) for any requirements for the semi-permanent closure of Hog Hollow at Olive Boulevard, including necessary signage.
- 5) City of St. Louis Water for access and gate requirements.
- 6) Metropolitan St. Louis Sewer District (MSD) for stormwater and water quality requirements.
- 7) Additionally, H&S will coordinate with the local Homeowner's Association (HOA) and affected property owners for gate removal/replacement, or addition that will affect their residents or will be on their property, respectively.

Proposed Scope of Services

The Engineer understands the scope of the project includes the following components:

1. Survey Services by Horner & Shifrin:
 - a. Establish horizontal and vertical control at 5 project locations.
 - b. Field survey of marked utilities and surface improvements and any located property corners.
 - c. Quality Assurance/Quality Control (QA/QC) reviews.
 - d. Final deliverable of topographic survey will be in electronic format (CAD) for design purposes only, no separate survey deliverable is included.
2. Civil/Site Design by Horner & Shifrin:
 - a. Schematic Design. Specific tasks to include:
 - i. Project management.
 - ii. Kickoff meeting with City staff.
 - iii. Design team kickoff meeting.
 - iv. Topographic survey review and processing for use in design.
 - v. Site visit to confirm survey conditions.
 - vi. Coordination with City Water, MCLD, MoDOT, MFPD, property owners, HOA, and City.
 - vii. Coordination for operable gates with manufacturers.
 - viii. Layout of proposed gate/barrier locations.
 - ix. Layout of gate and proposed widening along levee.
 - x. Layout options of loop for fire access at Water Plant.
 - xi. Drainage calculations for MSD concurrence regarding no water quality design required.
 - xii. Schematic Plan submittal to county to include:
 1. Site Plans for all improvement locations.
 2. Grading and Drainage Plans for City Water Plant entrance road improvements
 - xiii. Preliminary cost estimates.
 - xiv. List of Job Special Provisions (JSPs) intended to be included in bid book.
 - xv. Utility coordination for conflict.
 - xvi. Preliminary submittal to City, City Water, MCLD, MSD, MFPD, and MoDOT
 - xvii. Review meeting with City staff and stakeholders.
 - xviii. QA/QC reviews.
 - b. Construction Documents. Specific tasks to include:
 - i. Project management.
 - ii. Revise site layouts and details in accordance with comments received from all agencies.
 - iii. Construction documents to include:
 1. Cover Sheet



2. General Notes
3. Existing conditions/demolition plans
4. Site Plans
5. Grading Plan
6. Erosion control plan
7. Roadway Profiles
8. Road sections
9. Details
10. Existing and Proposed Drainage Area Maps
11. Electrical design/build sketches for gate electric and communications.
- iv. Submittal for permit approvals to MSD, City Water, MFPD, MCLD, MoDOT, and City, including permit applications, as required.
- v. Revisions for final agency approvals
- vi. Final Cost Estimate.
- vii. JPSs and bid book.
- viii. Submittal of bid package to City.
- ix. Review meeting with City staff.
- x. Final comments from City for bidding.
- c. Bidding Assistance:
 - i. Coordination for electrical scope.
- d. Construction Administration:
 - i. Review of electrical submittals by contractor.

Assumptions:

1. Submittal and review fees to be reimbursed at cost by the Owner if paid by Engineer. No MSD fees are expected due to reciprocity with the City.
2. Existing electrical utilities are sufficient for the requirements for the new electric gate at the City Water Plant. No new public utility extensions required. Electrical design will be design/build by the Contractor, with criteria provided by Engineer.
3. Less than 1 acre of disturbed area will not require Missouri Department of Natural Resources (MDNR) Land Disturbance Permit.
4. Stormwater detention and water quality BMPs will **not** be required by MCLD and MSD, respectively.
5. Property is within a levee protected area of an effective FEMA floodplain. No floodplain modeling required for this development.
6. No wetlands are known and any permitting requirements, if existing, are not included in this scope.
7. All proposed work will be within current zoning requirements – no variances required.
8. No public hearings are required, all permitting reviews are internal staff desktop reviews.
9. Two design phases – Schematic Design for owner signoff of design intent and construction document submittal for permitting.
10. CAD used for civil engineering designs.
11. MCLD will not allow cuts within the levee, but details will be provided for electrical conduits. Widening at new gate near levee has been discussed with MCLD and concrete pavement will be acceptable.

Exclusions:

1. Floodplain or floodway analysis.
2. Detention, channel protection, or water quality volume design.
3. Permitting or review fees.
4. Public utility extensions or modifications. All gate locations are expected to avoid existing utilities.



5. Traffic analysis.
6. Monument or signage design. (Standard details will be used for signage, where applicable.)
7. Construction staking.
8. As-built surveys.
9. Material testing and construction inspection.
10. Attendance at Plan Commission or City Council meetings.
11. Bidding assistance or construction phase services (can be provided for additional services) except those listed for electrical items.

Fee:

The Scope of Services can be completed for an hourly-not-to-exceed fee as follows:

1. Horner & Shifrin, Inc. (H&S):

a. Survey	\$12,800
b. Civil Design:	
i. Schematic Design	\$41,500
ii. Construction Drawings	\$45,200
c. Electrical Bidding and CA:	\$6,800

Design Fee **\$106,300**

2. Anticipated Expenses (H&S):

a. Mileage:	\$300
b. Printing/Delivery:	\$200
c. MDNR Land Dist. Permit	N/A
d. MSD Submittal/Review	N/A

Reimbursable Expenses **\$500**

Total Design Fee w/ Expenses **\$106,800**

Additional Services:

Current hourly rate schedules can be provided upon request of additional services for services not listed above. The following Bidding and Construction Phase services for non-electrical design/build items can be provided for additional fee, if desired:

1. Bidding Services. Specific tasks to include:
 - a. Preparation of addendums as needed.
 - b. Attendance at pre-bid conference.
 - c. Response to bidding questions.
2. Construction Administration. Specific tasks to include:
 - a. Attendance at pre-construction meeting.
 - b. Periodic or daily site visits during construction.
 - c. Shop drawing reviews.
 - d. Material testing and inspection.
 - e. Punch list preparation and follow up confirmation of punch list completion.

Schedule:

We will work quickly and efficiently to meet the Owner’s deadlines for this project. If delays in this project schedule extend beyond 2026, additional fees may be required for completion for available staff and billing rate adjustments. Billing rate adjustments are typically made on January 1 of each calendar year.



If this proposal is acceptable, please provide a contract for our review and approval. If any of our assumptions are incorrect, we can revise this proposal to meet your needs. If you have any questions, please don't hesitate to reach out. We look forward to working with you on the successful completion of this project.

Respectfully Submitted,

April M. Giesmann, PE, CFM
Vice President, Business Unit Leader – Civil/Site
636-439-2393 (office) 314-374-5755 (direct)
amgiesmann@hornersshifrin.com


Steven M. Randall, II, PE
Project Manager – Civil/Site
636-439-2391 (direct)
srandall@hornersshifrin.com

Memorandum

Department of Public Works



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

FROM: James A. Eckrich, P.E. 
Public Works Dir. / City Engineer

DATE: March 5, 2026

RE: 2026 Sidewalk Project A

As you know, the City of Chesterfield maintains over 260 miles of public sidewalk. Sidewalk slabs are jointed every five feet and “move” due to ground conditions, nearby trees, and myriad other factors. This creates trip hazards, ponding, and other problems. The City of Chesterfield prioritizes its sidewalk repair using our ADA Transition Plan, which was recently updated earlier this year. The 2026 Budget includes \$610,000 for sidewalk and curb ramp repairs and improvements.

Sidewalk Project A is specifically funded at \$300,000 within Account 120-079-5497. This project will contain two components – a sidewalk leveling contract (\$110,000) and a sidewalk replacement contract (\$190,000). The details and locations of both projects are contained in the attached memoranda from Project Manager Jeff Denu. Essentially, we will first level all sidewalk slabs that can be addressed by mud-jacking. After the leveling project is completed any sidewalk deficiencies which cannot be rectified by leveling will be scheduled for removal /replacement as part of Sidewalk Replacement Project A. We will also be replacing sidewalk in areas where leveling occurred last year but replacement was not completed. Subdivisions where leveling work is scheduled in 2026 include Chesterfield Farms, Enclave at Green Trails, Gallery of Chesterfield, Ladue Trails, Whitree, and Wildhorse Springs. Sidewalk replacement will occur in portions of these subdivisions as well as Coventry Farm and Justus Post Road.

The Department of Public Works publicly opened bids for the 2026 Sidewalk Leveling Project on March 3, 2026. The results of this bid opening are detailed in the attached memorandum from Project Manager Jeff Denu. As you can see, Mr. Denu is recommending that the City select the low bidder, Lift-Rite Incorporated, to perform the requested sidewalk leveling. Lift-Rite submitted the one and only bid, they have successfully performed this work for the City in the past, and they are positively recommended by Public Works Staff. **Accordingly, I recommend that the City accept the bid from Lift-Rite (\$101,063) with an authorization not to exceed \$110,000.**

In addition to the leveling contract, the Department of Public Works also publicly opened bids for the 2026 Sidewalk Replacement Project A on March 3, 2026. The results of this bid opening are detailed in the attached memorandum from Project Manager Jeff Denu. As you can see, Mr. Denu is recommending that the City select the low bidder, R&G Concrete, to perform the requested sidewalk replacement work. R&G is a relatively new company started by a former superintendent of M&H Concrete in July of 2025. While I am concerned that this is R&G's first project with the City of Chesterfield, the Chesterfield Public Works Department has extensive experience with the new owner and the workers on this crew. They have performed excellent work in the past and have positive references. Because of our experience with these employees and because they are the low bidder by a substantial amount, **I recommend that the City accept the bid from R&G Concrete (\$129,535) with an authorization not to exceed \$190,000.** This will result in a total project allocation of \$300,000, which is the amount budgeted for Sidewalk Project A.

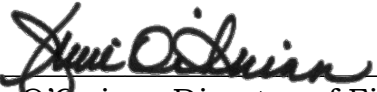
Please note that if R&G does not perform to City standards, the Public Works Department will not hesitate to terminate the contract, as we did last year with another company. If that were to occur, the second low bidder was Amcon Municipal Concrete, who would likely agree to complete any remaining sidewalk work (at the prices bid by Amcon). That said, we want to encourage competition. Unless there is justification, I prefer to award projects to the low bidder. In this case I believe our past experience with the personnel from R&G warrant an opportunity to construct this project for the City of Chesterfield, at the lowest price.

Action Recommended

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

- 1) Authorize the City Administrator to enter into an Agreement with Lift Rite Incorporated in an amount not to exceed \$110,000.
- 2) Authorize the City Administrator to enter into an Agreement with R&G Concrete in an amount not to exceed \$190,000.

All work will be completed using existing budgeted funding within the Capital Projects Fund.

Concurrence: 
Julie O'Guinn, Director of Finance



MEMORANDUM

DATE: March 3, 2026
TO: Jim Eckrich, Public Works Director
FROM: Jeff Denu, Project Manager
SUBJECT: 2026 Sidewalk Mudjacking Project (2026-PW-14)

The 2026 Capital Projects budget contains \$300,000 for Sidewalk Replacement Project A, which includes a leveling component and a slab replacement component. The leveling portion of the project requires the contractor to level sidewalk sections and remove deficiencies through the use of a mud-jacking process. This will allow the City of Chesterfield to repair additional sidewalk and will reduce the number of slabs that will require full removal and replacement within the Sidewalk A Project.

This project will address sidewalk deficiencies in a number of subdivisions, including Chesterfield Farms, Enclave at Green Trails, Gallery of Chesterfield, Ladue Trails, Whitree, and Wildhorse Springs.

On March 3, 2026, the City of Chesterfield publicly opened bids for the above referenced project, with one bid received.

Contractor	Total Bid
Lift Rite, Inc.	\$ 101,063

The low bidder, Lift Rite, Inc. has successfully performed mud-jacking for the City of Chesterfield in the past. **Accordingly, I recommend acceptance of the bid of \$101,063 submitted by Lift Rite, Inc. and request authorization in an amount not to exceed \$110,000.00** Adequate funding is available in the Capital Projects Sidewalk Improvements account, 120-079-5497, to fund this project.

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

EXHIBIT A

BID FORM

BID TIME: 1:00 p.m.

BID DATE: Tuesday, March 3, 2026

TO: THE CITY OF CHESTERFIELD

The undersigned, having carefully examined the site and all the Contract Documents, adding Addenda 1 through T.S.3, for the

Sidewalk Mudjacking Project
2026-PW-14

being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment and services required for the performance and completion of said project in accordance with the said Contract Documents for the following itemized bid.

The City is requesting unit price proposals for this work, consisting of all work necessary to level displaced sidewalk sections by use of a mudjacking method, in various locations, as designated by the City.

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

Bid submitted by:

Company Name: Lift Rite, Inc.

Address: 397 Crossroads Business Park Ct.

City, State: Wentzville, Mo #63385

Phone number: 636-332-8009 Fax: _____

E-mail address: angie@liftrightmudjacking.com

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

Officer: R. Corey Stephens

Title: President

Signature: [Handwritten Signature]

Date: 2/23/2026

**ITEMIZED BID
CITY OF CHESTERFIELD
2026 SIDEWALK MUDJACKING PROJECT
2026-PW-14**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1.1	Mudjack displaced sidewalk sections.	each	1,100	<u>\$ 87.50</u>	<u>\$ 96,250.00</u>
				<u>Bonds</u>	<u>\$ 4,812.50</u>
					<u>\$ 101,062.50</u>
TOTAL BID					<u>\$ 101,062.50</u>



MEMORANDUM

DATE: March 5, 2026
TO: Jim Eckrich, Public Works Director
FROM: Jeff Denu, Project Manager
SUBJECT: 2026 Sidewalk Replacement Project A, 2026-PW-04A

On March 3, 2026, the City of Chesterfield publicly opened bids for the above referenced project, with four bids received.

Contractor	Total Bid
R&G Concrete	\$ 129,535.00
Amcon Municipal Concrete	\$ 177,687.50
Next Level Construction	\$ 193,650.00
Vision Civil Construction	\$ 270,025.00

Although the low bidder, R&G Concrete is a relatively new company and has not previously worked for the City of Chesterfield, they have successfully completed sidewalk projects for private subdivisions, all with positive reviews. **Accordingly, I recommend acceptance of the bid of \$129,535 submitted by R&G Concrete, with the cost of the project not to exceed \$190,000.** Adequate funding is available in the Capital Projects Sidewalk Improvements account, 120-079-5497, to fund this project.

The sidewalks to be replaced as part of this project will be in the Chesterfield Farms, Coventry Farm Addition, Justus Post Road, and Wildhorse Springs.

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

EXHIBIT A

BID FORM

BID TIME: 1:30 p.m.
BID DATE: Tuesday, March 03, 2026

TO: THE CITY OF CHESTERFIELD

The undersigned, having carefully examined the site and all the Contract Documents, adding Addenda 1 through 20, for the

2026 Sidewalk Replacement Project A
2026-PW-04A

being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment and services required for the performance and completion of said project in accordance with the said Contract Documents for the following itemized bid.

The City is requesting unit price proposals for this work, consisting of all work necessary to remove and reconstruct approximately 11,600 square feet of 4" thick and 450 square feet of 6" thick existing sidewalk, 2 handicap ramps, and 2 concrete aprons, including all necessary property restoration. The location of this project will be in the Coventry Farm Addition, Justus Post Road, Chesterfield Farms and Wildhorse Springs subdivisions, as well as other streets, as designated by the City..

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

Bid submitted by:

Company Name: R+G Concrete

Address: 621 Pevely Heights Drive

City, State Pevely MO

Phone number: 314-486-5679 Fax: _____

E-mail address: R-Gconcrete@yahoo.com

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

Officer Jordan Rubinstein

Title President

Signature 

Date 2-27-26

ITEMIZED BID
CITY OF CHESTERFIELD
2026 Sidewalk Replacement Project A
2026-PW-04A

ITEM. NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Remove and Replacement of 4" Sidewalk- Limestone or Meramec Gravel Aggregate	Sq.Ft.	11,600	<u>\$9.95</u>	<u>\$115,420.⁰⁰</u>
2	Remove and Replacement of 6" Sidewalk- Limestone or Meramec Gravel Aggregate	Sq.Ft.	450	<u>\$10.70</u>	<u>\$4,815.⁰⁰</u>
3	Remove and Replacement Accessible Curb Ramps	L.S.	2	<u>\$2,300.⁰⁰</u>	<u>\$4,600.⁰⁰</u>
4	Remove and Replacment of Drive Approach	L.S.	2	<u>\$2,350.⁰⁰</u>	<u>\$4,700.⁰⁰</u>
TOTAL BID					<u>\$129,535.⁰⁰</u>



BID TABULATION
2026 Sidewalk Replacement Project - Area A
2026-PW-04A
March 3, 2026

ITEM #	DESCRIPTION	UNIT	QUANTITY	Project Estimate		R&G Concrete		Amcon Municipal Concrete		Next Level Construction		Vision Civil Construction	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	REMOVE & REPLACE 4" SIDEWALK - LIMESTONE OR MERAMEC GRAVEL AGGREGATE	Sq. Yd.	11,600	\$ 15.50	\$ 179,800.00	\$ 9.95	\$ 115,420.00	\$ 14.50	\$ 168,200.00	\$ 15.00	\$ 174,000.00	\$ 20.95	\$ 243,020.00
2	REMOVE & REPLACE 6" SIDEWALK - LIMESTONE OR MERAMEC GRAVEL AGGREGATE	Sq. Yd.	450	\$ 16.50	\$ 7,425.00	\$ 10.70	\$ 4,815.00	\$ 14.75	\$ 6,637.50	\$ 17.00	\$ 7,650.00	\$ 25.50	\$ 11,475.00
3	REMOVE & REPLACE ACCESSIBLE CURB RAMPS	L.S.	2	\$ 2,500.00	\$ 5,000.00	\$ 2,300.00	\$ 4,600.00	\$ 750.00	\$ 1,500.00	\$ 2,500.00	\$ 5,000.00	\$ 3,665.00	\$ 7,330.00
4	REMOVE & REPLACE DRIVE APPROACH	L.S.	2	\$ 3,500.00	\$ 7,000.00	\$ 2,350.00	\$ 4,700.00	\$ 675.00	\$ 1,350.00	\$ 3,500.00	\$ 7,000.00	\$ 4,100.00	\$ 8,200.00
BID FORM TOTAL					\$ 199,225.00		\$ 129,535.00		\$ 177,687.50		\$ 193,650.00		\$ 270,025.00



Memorandum

To: Mike Geisel, City Administrator
 Julie O’Guinn, Director of Finance

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

Date: 3/06/2026

Subject: Safeware - CEIA Opengate Purchase

Staff has been working with CEIA (the manufacturer) and Safeware, Inc. to fill our security gate needs with the OPENGATE weapons detection system. This is the premier weapons detection system for venues across the country, including all Live Nation venues. We have had the opportunity to demo the Opengate at two separate concerts and were impressed with the safety, speed, and efficiency the gates provided for guest entry. This quote has been priced using the cooperative contract Sourcewell. The following contract number used is: Contract No: Sourcewell #080922-SAF PS & EM

\$50,000 was budgeted for security gates in 119-085-5480. When developing the 2026 budget last July we were not made aware that CEIA (the manufacturer) was discontinuing the 2025 model and switching to a new and improved version for 2026. This change/improvements to the new 2026 Opengate includes a cost increase, pushing us \$2,602.42 over the allotted budget and bringing the total to \$52,602.42. We are recommending to move forward with the purchase and using \$2,602.42 from 119-085-5313 to compensate for the overage.

Accordingly, I recommend accepting the quote from Safeware Inc. and if approved a purchase order should be created in the name of “Safeware Inc.” for the amount of \$52,602.42. \$50,000 from 119-085-5480 and \$2,602.42 from 119-085-5313.

Concurrence: *Mike Geisel*
 Mike Geisel, City Administrator

Concurrence: *Julie O'Guinn*
 Julie O'Guinn, Finance Director

Safeware, Inc.
 4403 Forbes Blvd.
 Lanham, MD 20706-432
 USA
 301-683-1234
 www.safewareinc.com

Order Number	
10267302	
Order Date	Page
01/30/2026 15:07:29	1 of 2

Quote Expires On: 03/31/2026

Contract No: Sourcewell #080922-SAF PS & EM

Bill To: **Customer ID:** 161028
 Chesterfield Amphitheater
 690 Chesterfield Parkway West
 Chesterfield, MO 63017

Ship To:
 Chesterfield Amphitheater
 690 Chesterfield Parkway West
 Chesterfield, MO 63017

636-812-9515

Requested By: Jason Baucom

PO Number	Taker	Email
CEIA - Quote	Dannette Thomas	dthomas@safewareinc.com
Freight Terms	Phone	Fax
Freight Paid		
Sales Representative		
Michelle Phelps		

Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				
2.00	0.00	2.00	EA		CEIA 108961-LTE-WIFI	EA	22,661.91	45,323.82
				1.0	OPENGATE with LTE WIFI	1.0		
8.00	0.00	8.00	EA		CEIA B1815L	EA	0.00	0.00
				1.0	Battery, Lithium, 18V, 15A	1.0		
2.00	0.00	2.00	EA		CEIA 138520	EA	0.00	0.00
				1.0	B1815L Battery Charger	1.0		
2.00	0.00	2.00	ST		CEIA 129771U	ST	1,702.39	3,404.78
				1.0	Support Arms and Plates for OPENGATE (USA)	1.0		
1.00	0.00	1.00	EA		CEIA 95287U	EA	302.39	302.39
				1.0	Encapsulated NILECJ2B Test Piece, (no CEIA logo)	1.0		
1.00	0.00	1.00	EA		CEIA S/L/I	EA	3,571.43	3,571.43
				1.0	Setup/Assembly	1.0		
1.00	0.00	1.00	EA		M_PHELPS	EA	0.00	0.00
				1.0	For questions concerning this proposal	1.0		

Safeware, Inc.
 4403 Forbes Blvd.
 Lanham, MD 20706-432
 USA
 301-683-1234
 www.safewareinc.com

Order Number	
10267302	
Order Date	Page
01/30/2026 15:07:29	2 of 2

Quote Expires On: 03/31/2026

Contract No: Sourcewell #080922-SAF PS & EM

<i>Quantities</i>					<i>Item ID</i> <i>Item Description</i>	<i>Pricing UOM</i> <i>Unit Size</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM Unit Size</i>	<i>Disp.</i>				

Please Contact:

Michelle Phelps
 Senior Account Manager
 Direct line: 720-441-9739
 Safeware Office: 301-683-1234
 Email: mphelps@safewareinc.com
 PLEASE SEND ALL PURCHASE ORDERS TO
 MICHELLE PHELPS

1.00	0.00	1.00	EA		SOURCEWELL PS	EA	0.00	0.00
				1.0	Contract #080922-SAF	1.0		
					Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions Effective: October 14, 2022 - October 7, 2027 Freight: Standard CONUS paid, HAZMAT & expedited billed Must register at sourcewell-mn.gov/become-member			

*****Ask me about the leasing and financing options that Safeware offers!*****

Sales Representative : mphelps@safewareinc.com

Total Lines: 8

SUB-TOTAL: 52,602.42
TAX: 0.00
AMOUNT DUE: 52,602.42
U.S. Dollars



Memorandum

To: Mike Geisel, City Administrator
Julie O'Guinn, Finance Director

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

Date: 03/6/2026

Subject: Replacement Mower Purchase - 2026

The 2026 budget contains \$86,000 in account 119-084-5440 for the purchase of a wide area mower for use at CVAC. This mower is to replace PK-209, which is a 2012 model with over 3400 hours on it. This mower is on a 7-year replacement cycle and has been recommended for replacement by Public Works mechanics due to its age and continued repair cost. The new mower will be a Toro Groundsmaster 4500 which is a rotary mower. A similar mower was tested by CVAC staff last fall, and it was determined to be a better alternative than the reel mower PK-209 due to the mowing efficiency and lower maintenance requirements.

The mower is to be purchased through MTI Distributing for a purchase price of \$92,479.49 via a Cooperative Procurement Program through Sourcewell. MTI has offered a trade-in allowance of \$5,500.00 for PK-209, reducing the total purchase price to \$86,979.49. The total purchase price is \$979.49 higher than the 2026 budgeted amount, due to manufacturing increases over the last year. Account 119-084-5440 contains enough funds to cover the overage and would not require a budget transfer.

Accordingly, I recommend accepting the quote for a Toro Groundsmaster 4500 from MTI Distributing. If approved a purchase order will be created in the amount of \$86,979.49 from 119-084-5440.

Concurrence: *Julie O'Guinn*
Julie O'Guinn, Director of Finance



MTI Distributing
 Equipment Quote
 February 20, 2026



City of Chesterfield
 Matthew Nolting Parks Superintendent

Quote Expiration Date: 3/22/2026

Sourcewell contract 112624-TTC

Qty	Model Number	Description	MSRP Each	SW Price Each
1	30885	Toro Groundsmaster 4500	\$122,929.00	\$92,479.49
		Trade In		
1	03660	Toro Reelmaster 5210 03660-312000194 Hrs 3493		(\$5,500.00)
		SW Member #2156		
Equipment Subtotal				\$92,479.49
Trade In				(\$5,500.00)
Subtotal				\$86,979.49
Sales Tax Exempt				\$0.00
Total				\$86,979.49

Quote is valid for 30 days; pending product availability
 Net 30 Terms with qualified credit
 New Toro commercial equipment comes with a two-year manufacturer warranty
 Equipment delivery and set-up at no additional charge
 All commercial products purchased by a credit card will be subject to a 2.5% service fee.
 Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

Eric Bickel
 Commercial Sales Manager
 314-750-7347

Scott Esterby
 Inside Sales Rep
 763-592-5641

MTI Distributing, Inc. • 8901 Springdale Ave • Berkeley, MO 63134

*Similar mower from John Deere
 bottom price was \$92,957 after
 trade in. This also was floor model
 that is two yrs. old.*

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF CHESTERFIELD TO ENTER INTO AND EXECUTE AGREEMENTS PROVIDING PARTIAL FUNDING FOR THE NORTH OUTER 40 – SWINGLEY RIDGE ROAD PROJECT AND ACKNOWLEDGING SATISFACTION OF RELATED ZONING OBLIGATIONS.

WHEREAS, the City of Chesterfield is coordinating a transportation and safety improvement project which includes connecting Swingley Ridge Road with North Outer 40; and,

WHEREAS, the City has completed preliminary design documents for the road project and the project estimate is in excess of \$16 million; and,

WHEREAS, the City has applied for grant funding to fund a significant portion of this project; and,

WHEREAS, specific parcels of land have unique zoning obligations associated with the proposed road project and the entities who own those specific parcels of land have agreed to cooperate and contribute financially to the construction of the project; and,

WHEREAS, it is necessary to record and document that the financial participation in the road project by these entities fully satisfies their obligations as related to this specific road improvement, more fully described in the agreement; and,

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

Section 1. The City Administrator is authorized to execute agreements in substantially the form as provided in EXHIBIT A and EXHIBIT B attached hereto.

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

PASSED AND APPROVED THIS 21st DAY OF APRIL, 2026.

PRESIDING OFFICER

Dan Hurt, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 03/16/2026

AGREEMENT BETWEEN BAYER AND THE CITY OF CHESTERFIELD

This Agreement, dated this _____ day of February, 2026 (the “Effective Date”), is made and entered into by and between the City of Chesterfield, Missouri, a political subdivision of the State of Missouri (the “City”), and Bayer Research and Development Services, LLC, a Delaware Limited Liability Company (“Bayer”). The following recitals form the basis for, and hereby are made a material part of, this Agreement:

A. Chesterfield City Ordinance No. 2910 requires that certain parcel of land containing approximately 200.2 acres, more or less, located on the north side of Chesterfield Parkway West, approximately 2,000 feet east of City Center Drive and known and numbered as 700 Chesterfield Parkway West, Chesterfield, Missouri 63017, Parcel Locator Number 17S210094, to undertake certain public road improvements.

B. Chesterfield City Ordinance No. 2910, Attachment A, Section I.J.6 states the following relevant requirements (the “Ordinance Requirements”):

The connection of Swingley Ridge Drive to North Outer 40 with access to I-64 westbound is required prior to occupancy of any development in excess of 2,660,000 square feet as approved by the Missouri Department of Transportation, the Federal Highways Administration, the City of Chesterfield, and the St. Louis County Department of Transportation as applicable.

C. Bayer desires to provide the City with a monetary contribution dedicated solely to the construction of the Swingley Ridge – North Outer 40 Road Project (the “Project”) and to satisfy the Ordinance Requirements.

D. In lieu of the property owner or lessee completing the Ordinance Requirements, the City is willing to accept a monetary contribution from Bayer dedicated solely to the construction of the Project.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, promises and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **BAYER’S CONSIDERATION.** Bayer agrees to pay to the City the sum of one million, five-hundred thousand dollars (\$1,500,000) (the “Contribution”) prior to the end of the 2027 fiscal year on June 30, 2027, for the City to partially fund the Project.

2. **THE CITY’S CONSIDERATION.** The City and Bayer agree that the City’s consideration for this Agreement shall be as follows:

(A) The City shall be obligated to hold the Contribution in escrow solely to fund the construction of the Project, and the Contribution shall be deposited in a restricted fund dedicated to the sole purpose of funding the Project.

(B) The City further agrees that following receipt of the Contribution from Bayer

and execution of this Agreement, the City will consider the Ordinance Requirements as having been fulfilled.

3. CITY AUTHORITY. The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Ordinance _____ authorizes the City Administrator to execute this Agreement on behalf of the City. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

4. BAYER AUTHORITY. Bayer has full right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the Agreement has been duly and validly authorized and approved by all necessary Bayer proceedings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of Bayer, enforceable in accordance with its terms.

IN WITNESS WHEREOF this Agreement is executed on the Effective Date.

CITY OF CHESTERFIELD, MISSOURI,
a political subdivision of the State of Missouri

BY: _____
Michael Geisel, City Administrator

BAYER RESEARCH AND DEVELOPMENT
SERVICES, LLC.
a Delaware Limited Liability Company

BY: _____
Name: _____
Title: _____

Exhibit A

[Copy of Ordinance No. 2910]

BILL NO. 3107

ORDINANCE NO. 2910

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN EXISTING "C8" PLANNED COMMERCIAL DISTRICT TO "UC" URBAN CORE DISTRICT FOR A 200.2 ACRE TRACT OF LAND LOCATED ON THE NORTH SIDE OF CHESTERFIELD PARKWAY WEST, APPROXIMATELY 2,000 FEET EAST OF CITY CENTER DRIVE (P.Z. 07-2015 MONSANTO CHESTERFIELD CAMPUS [C-8 to UC]—17S210094, 17S230025, 17S230014, 17S230036 & 17S240057).

WHEREAS, the petitioner, the Monsanto Company, Inc., has requested a change in zoning from a "C8" Planned Commercial District to "UC" Urban Core District for a 200.2 acre tract of land located on the north side of Chesterfield Parkway West, approximately 2,000 feet east of City Center Drive; and,

WHEREAS, a Public Hearing was held before the Planning Commission on August 10, 2015; and,

WHEREAS, the Planning Commission, having considered said request, recommended approval of the change of zoning; and,

WHEREAS, the Planning and Public Works Committee, having considered said request, recommended approval of the change of zoning; and,

WHEREAS, the City Council, having considered said request, voted to approve the change of zoning request.

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

Section 1. City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing a "UC" Urban Core District designation for 200.2 acres located on the north side of Chesterfield Parkway West, approximately 2,000 feet east of City Center Drive and as described as follows:

Adjusted Tract 1 of Boundary Adjustment Plat of "Tracts of land in U.S. Surveys 123 and 154 and part of Lots 5, 6, 7 and 8 of Subdivision of Hugo Essen Farm, Township 45 North, Range 4 East, St. Louis County,

Missouri”, according to the plat thereof recorded in Plat Book 317 Page 45 of the St. Louis County Records.

EXCEPTING THEREFROM that part subdivided and now known as “Chesterfield Government Center”, according to the plat recorded in Plat Book 348 Page 145 of the St. Louis County Records; AND ALSO EXCEPTING FROM ADJUSTED TRACT 1 a ‘Projects Improvements’ constructed pursuant to the provisions of the Ground Leases recorded in Book 17103 Page 595 and Book 17736 Page 1483.

Section 2. The preliminary approval, pursuant to the City of Chesterfield Unified Development Code is granted, subject to all of the ordinances, rules and regulations and the specific conditions as recommended by the Planning Commission in its recommendation to the City Council, which are set out in the “Attachment A” and the preliminary plan indicated as “Attachment B” which is attached hereto as and made part of.

Section 3. The City Council, pursuant to the petition filed by the Monsanto Company, Inc. in P.Z. 07-2015, requesting the rezoning embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 10th day of August 2015, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

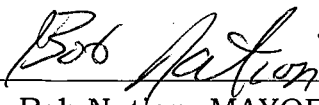
Section 4. This ordinance and the requirements thereof are exempt from the warning and summons for violations as set out in Section 8 of the City of Chesterfield Unified Development Code.

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

Passed and approved this 7th day of September, 2016



PRESIDING OFFICER



Bob Nation, MAYOR

ATTEST:

Vickie Hass

Vickie Hass, CITY CLERK

FIRST READING HELD: 8/15/2016

ATTACHMENT A

All provisions of the City of Chesterfield City Code shall apply to this development except as specifically modified herein.

I. SPECIFIC CRITERIA

A. PERMITTED USES

1. The uses allowed in this UC District shall be:
 - a. Office-general; and,
 - b. Research Laboratory and Facility
2. Telecommunication siting permits may be issued for wireless telecommunications facilities per the requirements of the City Code.

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

1. Floor Area
 - a. Total building floor area shall not exceed 4,800,000 square feet.
2. Height
 - a. The maximum height of any building, exclusive of exhaust stacks as required by State and Federal regulations, shall not exceed 760 feet Mean Sea Level (MSL) based on NGVD29 or 8 stories. The height of each building shall be as shown on the Preliminary Plan attached hereto as Attachment B.
3. Building Requirements
 - a. A minimum of 30% openspace is required for each lot within this development.
 - b. This development shall have a maximum F.A.R. of 0.55.

C. SETBACKS

1. Structure Setbacks

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

- a. Thirty-five (35) feet from the boundary of this UC District, except as shown on the Preliminary Plan attached hereto as Attachment B.

2. Parking Setbacks

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

- a. Thirty-five (35) feet from the boundary of this UC District, except as shown on the Preliminary Plan attached hereto as Attachment B.

D. PARKING AND LOADING REQUIREMENTS

1. Parking and loading spaces for this development will be as required in the City of Chesterfield Code.
2. Parking lots shall not be used as streets.
3. No construction related parking shall be permitted within right-of-way or on any existing roadways. All construction related parking shall be confined to the development.
4. Provide adequate temporary off-street parking for construction employees. Parking on non-surfaced areas shall be prohibited in order to eliminate the condition whereby mud from construction and employee vehicles is tracked onto the pavement causing hazardous roadway and driving conditions.

E. LANDSCAPE AND TREE REQUIREMENTS

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

F. SIGN REQUIREMENTS

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

G. LIGHT REQUIREMENTS

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

H. ARCHITECTURAL

1. The development shall adhere to the Architectural Review Standards of the City of Chesterfield Code.
2. Trash enclosures: All exterior trash areas will be enclosed with a minimum six (6) foot high sight-proof enclosure complemented by adequate landscaping. The location, material, and elevation of any trash enclosures will be as approved by the City of Chesterfield on the Site Development Plan.

I. ACCESS/ACCESS MANAGEMENT

1. Access to the development from Chesterfield Parkway West shall be from the existing entrance directly across from Forest Trace Drive along Chesterfield Parkway.

2. A second access point along Chesterfield Parkway shall be provided with the final design and location to be determined during review of Site Development Concept Plans, Site Development Section Plans, or any amendments thereto, as directed by the City of Chesterfield and the St. Louis County Department of Transportation. Auxiliary left and right turn lanes shall be provided as directed by the Saint Louis County Department of Transportation. This access shall provide required sight distance and be constructed to Saint Louis County and City of Chesterfield standards as directed by the City of Chesterfield and the Saint Louis County Department of Transportation.
3. The existing street stub along Chesterfield Parkway West approximately 650 feet west of the existing entrance shall be removed and right-of-way restored per Saint Louis County Department of Transportation standards.
4. Access to this development from Swingley Ridge Drive shall be from an entrance along Stemme Drive/City Center Drive with the final design and location to be determined during review of any plan subsequent to the establishment of this UC district and any amendments thereto. Only one curb cut shall be allowed for the joint Stemme Drive/City Hall entrance/Monsanto entrance configuration.
5. The existing construction entrance at Swingley Ridge Drive shall be removed prior to occupancy of any building on the portion of the campus west of the jurisdictional waterway, unless directed otherwise by the City of Chesterfield.
6. The existing access point off of West Drive shall be for service use only.
7. Adequate sight distance shall be provided, as directed by the City of Chesterfield and St. Louis County Department of Transportation, as applicable. If adequate sight distance cannot be provided at the access location(s), acquisition of right-of-way, reconstruction of pavement and other off-site improvements may be required to provide the required sight distance as required by the City of Chesterfield and the agency in control of the right-of-way off which the access is proposed.

J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

1. Any request to install a gate at the entrance to this development must be approved by the City of Chesterfield and the St. Louis County Department of Transportation. No gate installation will be permitted on public right-of-way.
2. If a gate is installed on a street in this development, the streets within the development, or that portion of the development that is gated, shall be private and remain private forever.
3. The developer's additional road improvement obligation shall be as determined by the approved traffic study and as directed by the City of Chesterfield, St. Louis County Department of Transportation, and Missouri Department of Transportation.
4. Prior to Special Use Permit issuance by the St. Louis County Department of Transportation, a special cash escrow or a special cash escrow supported by an Irrevocable Letter of Credit, must be established with the St. Louis County Department of Transportation to guarantee completion of the required roadway improvements.
5. The developer is advised that utility companies will require compensation for relocation of their facilities within public road right-of-way. Utility relocation cost shall not be considered as an allowable credit against the petitioner's traffic generation assessment contributions. The developer should also be aware of extensive delays in utility company relocation and adjustments. Such delays will not constitute a cause to allow occupancy prior to completion of road improvements.
6. The connection of Swingley Ridge Drive to North Outer 40 with access to I-64 westbound is required prior to occupancy of any development in excess of 2,660,000 square feet as approved by the Missouri Department of Transportation, the Federal Highways Administration, the City of Chesterfield, and the St. Louis County Department of Transportation as applicable.
7. The City reserves the right to hold occupancy permits until all road improvements and right of way dedication required by the phasing plan has been completed. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.

8. Provide a sidewalk conforming to Saint Louis County ADA standards adjacent to Chesterfield Parkway West, as directed by the City of Chesterfield and Saint Louis County Department of Transportation.
9. Provide and/or improve sidewalk and curb ramps, in conformance with ADA standards, along Swingley Ridge Drive and Stemme Drive. The sidewalk shall provide for future connectivity to adjacent developments and/or roadway projects. The sidewalk may be located within right-of-way controlled by another agency, if permitted by that agency or on private property within a six (6) foot wide sidewalk, maintenance and utility easement dedicated to the City of Chesterfield.
10. Obtain approvals from the City of Chesterfield, Saint Louis County Department of Transportation, and the Missouri Department of Transportation and other entities as necessary for locations of proposed curb cuts and access points, areas of new dedication, and roadway improvements.
11. A 20 foot wide dedication strip for right-of-way along West Drive shall be dedicated to the City of Chesterfield, at no cost to the City, prior to approval of improvement plans. This dedication strip shall include all necessary temporary easements for construction. Be advised that required parking and structure setbacks for this development shall be from the existing western property line as shown on the Preliminary Plan attached hereto as Attachment B. This 20 foot wide right-of-way does not count against the total property acreage.
12. Improve the existing transit stop west of the main entrance off Chesterfield Parkway West with a covered shelter. The shelter is to be privately maintained, not located within public right-of-way and private advertisement is not permitted upon this shelter. The shelter shall be constructed with the first plan subsequent to the establishment of this UC District.

K. TRAFFIC STUDY

1. Provide a traffic study as directed by the City of Chesterfield and/or the Missouri Department of Transportation and/or St. Louis County Department of Transportation prior to approval of any plan subsequent to the establishment of this UC district. The scope of the study shall include internal and external circulation and may be limited to site specific impacts, such as the need for additional lanes, entrance configuration, geometrics, sight distance, traffic signal modifications or other improvements as required. The scope of the traffic study shall include but not be limited to Chesterfield Parkway West, North Outer 40 Road, Olive Road, Clarkson Road, Swingley Ridge Drive and any other impacted roadways.
2. If construction is phased, a plan for this phasing and associated traffic improvements shall be included in the traffic study.
3. If full build-out has not occurred within 10 years of the date of the traffic study, or if the City determines there to be a condition of development which would affect the findings of the traffic study, the developer will be required to update the traffic study prior to approval of any subsequent plans.
4. Provide a sight distance evaluation report, as required by the City of Chesterfield and/or Saint Louis County Department of Transportation, for the proposed entrances onto Chesterfield Parkway West and Swingley Ridge Road. If adequate sight distance cannot be provided at the access location, acquisition of right-of-way, reconstruction of pavement, including correction to the vertical alignment, and/or other off-site improvements shall be required, as directed by the City of Chesterfield and/or the Saint Louis County Department of Transportation.

L. POWER OF REVIEW

Either Councilmember of the Ward where a development is proposed or the Mayor may request that the plan for a development be reviewed and approved by the entire City Council. This request must be made no later than twenty-four (24) hours after Planning Commission review. The City Council will then take appropriate action relative to the proposal. The plan for a development, for purposes of this section, may include the site development plan, site development section plan, site development concept plan, landscape plan, lighting plans, architectural elevations, sign package or any amendment thereto.

M. STORM WATER

1. The site shall provide for the positive drainage of storm water and it shall be discharged at an adequate natural discharge point or connected to an adequate piped system.
2. Detention/retention and channel protection measures are to be provided in each watershed as required by the City of Chesterfield and the Metropolitan St. Louis Sewer District. The storm water management facilities shall be operational prior to paving of any driveways or parking areas in non-residential developments. The location and types of storm water management facilities shall be identified on all Site Development Plans.
3. Post construction storm water Best Management Practices (BMPs) are required to treat the extents of the project's disturbed area. BMPs shall be designed to provide runoff volume reduction such that the project post development runoff condition mimics its preconstruction runoff condition. Channel Protection and Detention are required. Facilities to satisfy these requirements are indicated on the drawing, and their adequacy will be evaluated during formal plan review when design calculations are submitted for MSD review.
4. Emergency overflow drainage ways to accommodate runoff from the 100 year storm event shall be provided for all storm sewers, as directed by the City of Chesterfield.
5. Offsite storm water shall be picked up and piped to an adequate natural discharge point. Such bypass systems must be adequately designed.
6. The lowest opening of all structures shall be set at least two (2) feet higher than the 100 year high water elevation in detention/retention facilities. All structures shall be set at least 30 feet horizontally from the limits of the 100 year high water.
7. Locations of site features such as lakes and detention ponds must be approved by the City of Chesterfield and the Metropolitan Saint Louis Sewer District.

N. SANITARY SEWER

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

2. Capacity improvements to the Monsanto Pump Station are required prior to occupancy of the new buildings as required by the Metropolitan St. Louis Sewer District.

O. GEOTECHNICAL REPORT

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

P. MISCELLANEOUS

1. All utilities will be installed underground.
2. An opportunity for recycling will be provided. All provisions of Chapter 25, Article VII, and Section 25-122 thru Section 25-126 of the City Code shall be required where applicable.
3. Road improvements and right-of-way dedication shall be completed prior to the issuance of an occupancy permit. If development phasing is anticipated, the developer shall complete road improvements, right-of-way dedication, and access requirements for each phase of development as directed by the City of Chesterfield and Saint Louis County Department of Transportation or the Missouri Department of Transportation. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.
4. Prior to final release of construction deposits or record plat approval, the developer shall provide certification by a registered land surveyor that all monumentation depicted on the record plat has been installed and United States Public Land Survey Corners have not been disturbed during construction activities or that they have been reestablished and the appropriate documents filed with the Missouri Department of Natural Resources Land Survey Program, as necessary.

5. This development shall include the installation of public art. Said artwork shall be placed so as to be visible for public view and enjoyment. Location and art work to be approved by the City of Chesterfield prior to the issuance of municipal zoning approval for any new development in excess of 2,660,000 square feet.

Q. WETLANDS AND JURISDICTIONAL WATERWAYS

1. Prior to approval of any grading permit or improvement plans, or issuance of a building permit, required permits from the Army Corps of Engineers shall be obtained.

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

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

III. COMMENCEMENT OF CONSTRUCTION

- A. Substantial construction shall commence within two (2) years of approval of the Site Development Concept Plan or Site Development Plan, unless otherwise authorized by ordinance.
- B. Where due cause is shown by the developer, the City Council may extend the period to commence construction for two (2) additional years.

IV. GENERAL CRITERIA

A. SITE DEVELOPMENT CONCEPT PLAN

1. Any Site Development Concept Plan shall show all information required on a preliminary plat as required in the City of Chesterfield Code.
2. Include a Conceptual Landscape Plan in accordance with the City of Chesterfield Code to indicate proposed landscaping along arterial and collector roadways.
3. Include a Lighting Plan in accordance with the City of Chesterfield Code to indicate proposed lighting along arterial collector roadways.
4. Provide comments/approvals from the appropriate Fire District, the St. Louis County Department of Highways and Traffic, Monarch Chesterfield Levee District, Spirit of St. Louis Airport and the Missouri Department of Transportation.
5. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

B. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS

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

1. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.
2. Outboundary plat and legal description of property.
3. Density calculations.
4. Parking calculations. Including calculation for all off street parking spaces, required and proposed, and the number, size and location for handicap designed.
5. Provide openspace percentage for overall development including separate percentage for each lot on the plan.
6. Provide Floor Area Ratio (F.A.R.).
7. A note indicating all utilities will be installed underground.

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

21. Provide comments/approvals from the appropriate Fire District, Monarch Levee District, Spirit of St. Louis Airport, Metropolitan St. Louis Sewer District (MSD) and the Missouri Department of Transportation.
22. Compliance with Sky Exposure Plane.
23. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

C. SITE DEVELOPMENT SECTION PLAN SUBMITTAL REQUIREMENTS

The Site Development Section Plan shall adhere to the above criteria and to the following:

1. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.
2. Parking calculations. Including calculation for all off street parking spaces, required and proposed, and the number, size and location for handicap designed.
3. Provide openspace percentage for overall development including separate percentage for each lot on the plan.
4. Provide Floor Area Ratio (F.A.R.).
5. A note indicating all utilities will be installed underground.
6. A note indicating signage approval is separate process.
7. Depict the location of all buildings, size, including height and distance from adjacent property lines and proposed use.
8. Specific structure and parking setbacks along all roadways and property lines.
9. Indicate location of all existing and proposed freestanding monument signs.
10. Zoning district lines, subdivision name, lot number, lot dimensions, lot area, and zoning of adjacent parcels where different than site.
11. Floodplain boundaries.

12. Depict existing and proposed improvements within 150 feet of the site as directed. Improvements include, but are not limited to, roadways, driveways and walkways adjacent to and across the street from the site, significant natural features, such as wooded areas and rock formations, and other karst features that are to remain or be removed.
13. Depict all existing and proposed easements and rights-of-way within 150 feet of the site and all existing or proposed off-site easements and rights-of-way required for proposed improvements.
14. Indicate the location of the proposed storm sewers, detention basins, sanitary sewers and connection(s) to the existing systems.
15. Depict existing and proposed contours at intervals of not more than one (1) foot, and extending 150 feet beyond the limits of the site as directed.
16. Address trees and landscaping in accordance with the City of Chesterfield Code.
17. Comply with all preliminary plat requirements of the City of Chesterfield Subdivision Regulations per the City of Chesterfield Code.
18. Signed and sealed in conformance with the State of Missouri Department of Economic Development, Division of Professional Registration, Missouri Board for Architects, Professional Engineers and Land Surveyors requirements.
19. Provide comments/approvals from the appropriate Fire District, Monarch Levee District, Spirit of St. Louis Airport, St. Louis Department of Highways and Traffic, Metropolitan St. Louis Sewer District (MSD) and the Missouri Department of Transportation.
20. Compliance with Sky Exposure Plane.
21. Compliance with the current Metropolitan Sewer District Site Guidance as adopted by the City of Chesterfield.

V. TRUST FUND CONTRIBUTION

Traffic Generation Assessment Rates

The amount of all required contributions for roadway, storm water and primary water line improvements, if not submitted by January 1, 2017, shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accordance with the construction cost index as determined by the Saint Louis County Department of Transportation.

A. ROADS

1. The developer shall be required to contribute a Traffic Generation Assessment (TGA) to the Chesterfield Valley Trust Fund (No. 554). This contribution shall not exceed an amount established by multiplying the required parking spaces by the following rate schedule:

<u>Type of Development</u>	<u>Required Contribution</u>
General Office	\$741.06/parking space
Research Center	\$741.06/parking space
Loading Space	\$3,638.14/parking space

If types of development proposed differ from those listed, rates shall be provided by the St. Louis County Department of Transportation.

If a portion of the improvements required herein are needed to provide for the safety of the traveling public, their completion as a part of this development is mandatory.

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

2. As this development is located within a trust fund area established by St. Louis County, any portion of the traffic generation assessment contribution which remains following completion of road improvements required by the development shall be retained in the appropriate trust fund.

3. Traffic Generation Assessment contributions shall be deposited with Saint Louis County Department of Transportation. The deposit shall be made prior to the issuance of a Special Use Permit (S.U.P.) by Saint Louis County Department of Transportation or prior to the issuance of building permits in the case where no Special Use Permit is required. If development phasing is anticipated, the developer shall provide the Traffic Generation Assessment contribution prior to the issuance of building permits for each phase of development. Funds shall be payable to Treasurer, Saint Louis County.

VI. RECORDING

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

VII. ENFORCEMENT

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

MONSANTO COMPANY CHESTERFIELD VILLAGE CAMPUS

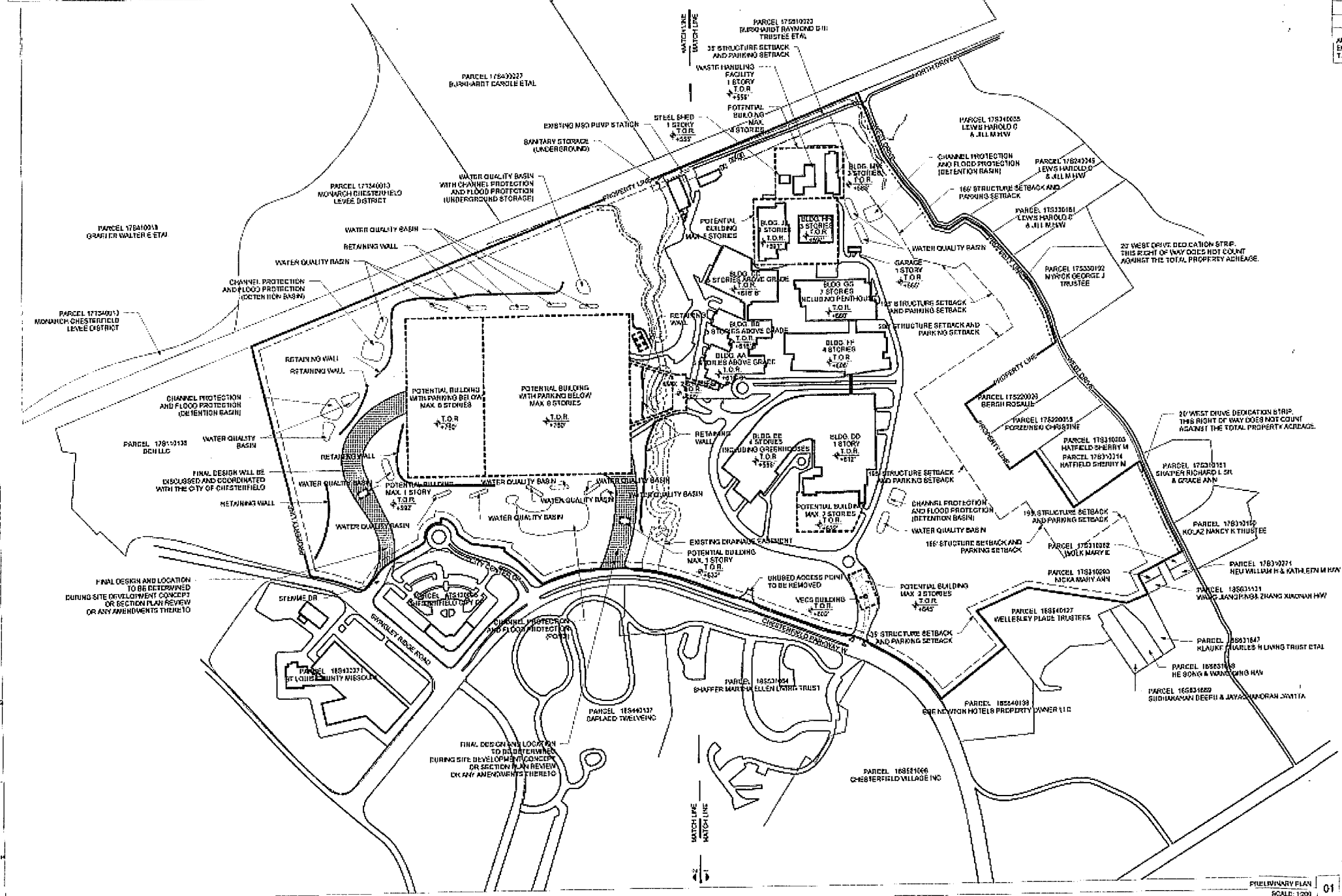
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI
PRELIMINARY PLAN

SHEET NUMBER	SHEET NAME	SCALE
AD 3.000	COVER SHEET PRELIMINARY PLAN	1:200
AD 3.010	PRELIMINARY PLAN - 1 POTENTIAL USES & STRUCTURES EXISTING & POTENTIAL CONTOURS LOCATION OF TREE MASSES (E, EA, AND MOVED) POTENTIAL INGRESS & EGRESS TO SITE (SANITATION & DRAINAGE FACILITIES)	1:200
AD 3.011	PRELIMINARY PLAN - 2 POTENTIAL USES & STRUCTURES EXISTING & POTENTIAL CONTOURS LOCATION OF TREE MASSES (E, EA, AND MOVED) POTENTIAL INGRESS & EGRESS TO SITE (SANITATION & DRAINAGE FACILITIES)	1:100
AD 3.020	TREE STAND DELINEATION - DIAGRAM	N.T.S.
AD 3.021	TREE STAND DELINEATION - DIMENSIONS	N.T.S.
AD 3.030	16 THE SECTIONS OF PRELIMINARY FIRM	1:100
AD 3.031	24 THE SECTIONS OF PRELIMINARY FIRM	1:100
AD 3.032	32 THE SECTIONS OF PRELIMINARY FIRM	1:100
AD 3.033	40 THE SECTIONS OF PRELIMINARY FIRM	1:100
AD 3.034	48 THE SECTIONS OF PRELIMINARY FIRM	1:100
AD 3.035	56 THE SECTIONS OF PRELIMINARY FIRM	1:100
AD 3.036	64 THE SECTIONS OF PRELIMINARY FIRM	1:100
AD 3.037	72 THE SECTIONS OF PRELIMINARY FIRM	1:100
AD 3.038	80 THE SECTIONS OF PRELIMINARY FIRM	1:100
AD 3.039	88 THE SECTIONS OF PRELIMINARY FIRM	1:100
AD 3.040	96 THE SECTIONS OF PRELIMINARY FIRM	1:100
AD 3.041	104 THE SECTIONS OF PRELIMINARY FIRM	1:100
AD 3.042	112 THE SECTIONS OF PRELIMINARY FIRM	1:100
AD 3.043	120 THE SECTIONS OF PRELIMINARY FIRM	1:100
AD 3.044	128 THE SECTIONS OF PRELIMINARY FIRM	1:100
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AD 3.047	152 THE SECTIONS OF PRELIMINARY FIRM	1:100
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AD 3.049	168 THE SECTIONS OF PRELIMINARY FIRM	1:100
AD 3.050	176 THE SECTIONS OF PRELIMINARY FIRM	1:100
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SYMBOL	DESCRIPTION
[Symbol]	GREENHOUSES
[Symbol]	OFFICES
[Symbol]	PARKING
[Symbol]	UTILITY / MAINTENANCE
[Symbol]	FUTURE ACCESS POINT
[Symbol]	EXISTING TREE
[Symbol]	EXISTING CONTOUR LINE
[Symbol]	POTENTIAL MODIFIED CONTOUR LINE
[Symbol]	NEW CONTOUR LINE
[Symbol]	PROPERTY LINE
[Symbol]	30' STRUCTURE SETBACK AND PARKING SETBACK EXCEPT WHERE SHOWN OTHERWISE
[Symbol]	30' WEST DRIVE DEDICATION STRIP
[Symbol]	ADJACENT PROPERTY BOUNDARY LINE
[Symbol]	100 YEAR FLOOD PLAIN
[Symbol]	STREAM BUFFER SETBACK
[Symbol]	STREAM BUFFER
[Symbol]	DRAINAGE EASEMENT
[Symbol]	POTENTIAL BUILDING
[Symbol]	EXISTING BUILDING
[Symbol]	ROAD EDGE
[Symbol]	WATER QUALITY BASIN AND DETENTION BASIN
[Symbol]	RETAINING WALLS
[Symbol]	MATCH LINE

ALL CONTOURS AT 48" INTERVALS
ELEVATION AT LEVEL OF TOP OF FLOOR - 100' - BASED ON NAD 83
T.O.R. IS MAXIMUM EXCLUDING EXHAUST STACKS

CITY OF CHESTERFIELD
PLANNED DISTRICT ORDINANCE
ATTACHMENT B

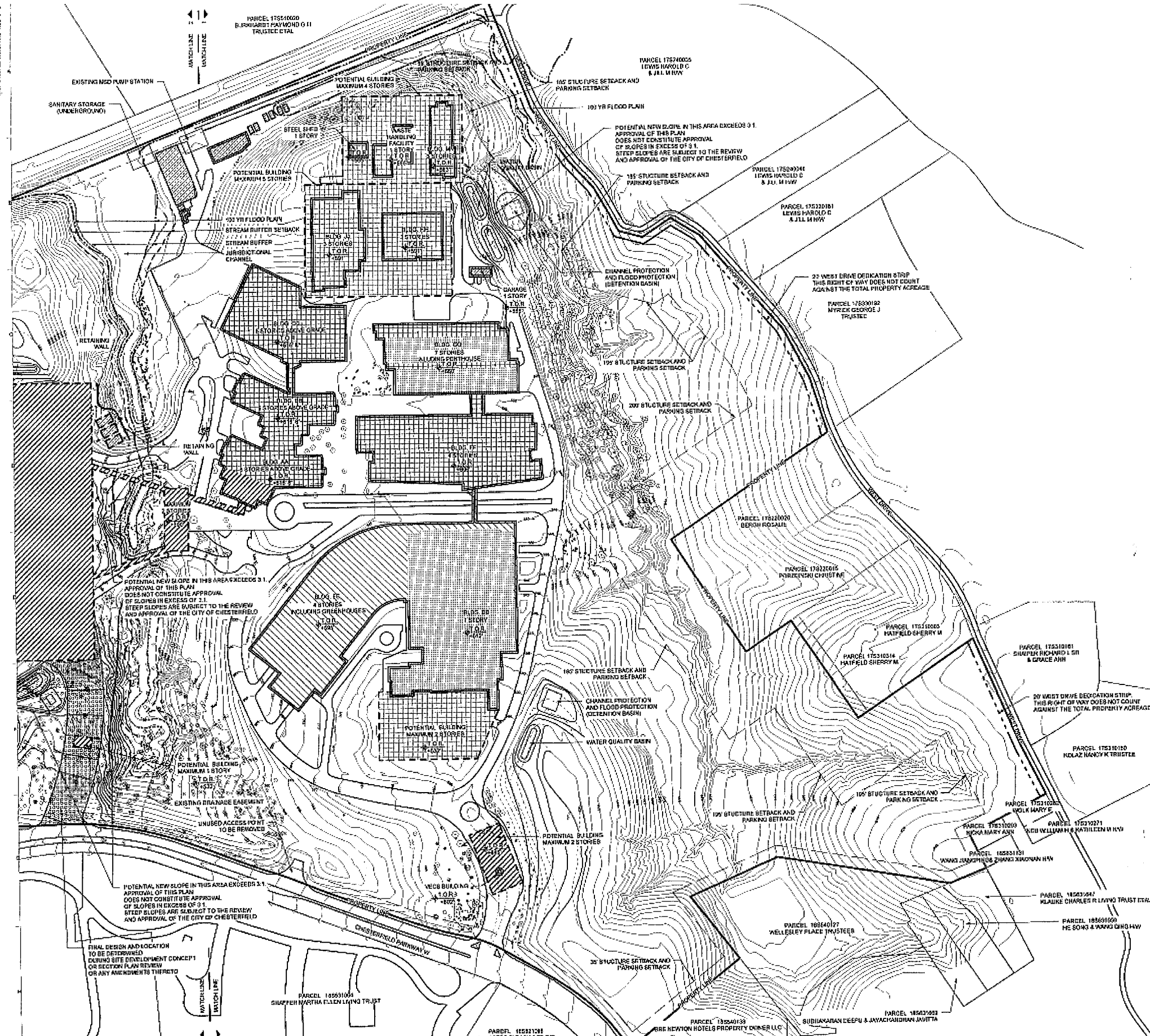


REVISION
3/1 - 1/25

PRELIMINARY PLAN
SCALE: 1:200

DESIGNED BY TERRILL ENGINEER 1520 OLIVE BOWLING GREEN AVE ST. LOUIS, MO 63104 PHONE 878-8841 FAX 878-8817	SCALE ENGINEER DAN BRADY 1520 OLIVE BOWLING GREEN AVE ST. LOUIS, MO 63104 PHONE 878-8841 FAX 878-8817	PROJECT LOCATION MONSANTO COMPANY CHESTERFIELD VILLAGE CAMPUS 1001 CHESTERFIELD PARKWAY WEST CHESTERFIELD, MO 63071	DATE NOVEMBER 2011	PROJECT NUMBER MONSANTO CHESTERFIELD VILLAGE CAMPUS 1001 CHESTERFIELD PARKWAY WEST CHESTERFIELD, MO 63071	DESIGNER RUFEL VINKLY ARCHITECTS PC 1001 CHESTERFIELD PARKWAY WEST CHESTERFIELD, MO 63071	PROJECT NUMBER 683 100	SCALE 1:200	CITY OF CHESTERFIELD PLANNED DISTRICT ORDINANCE ATTACHMENT B
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CITY OF CHESTERFIELD, MISSOURI, PROJECT 1712

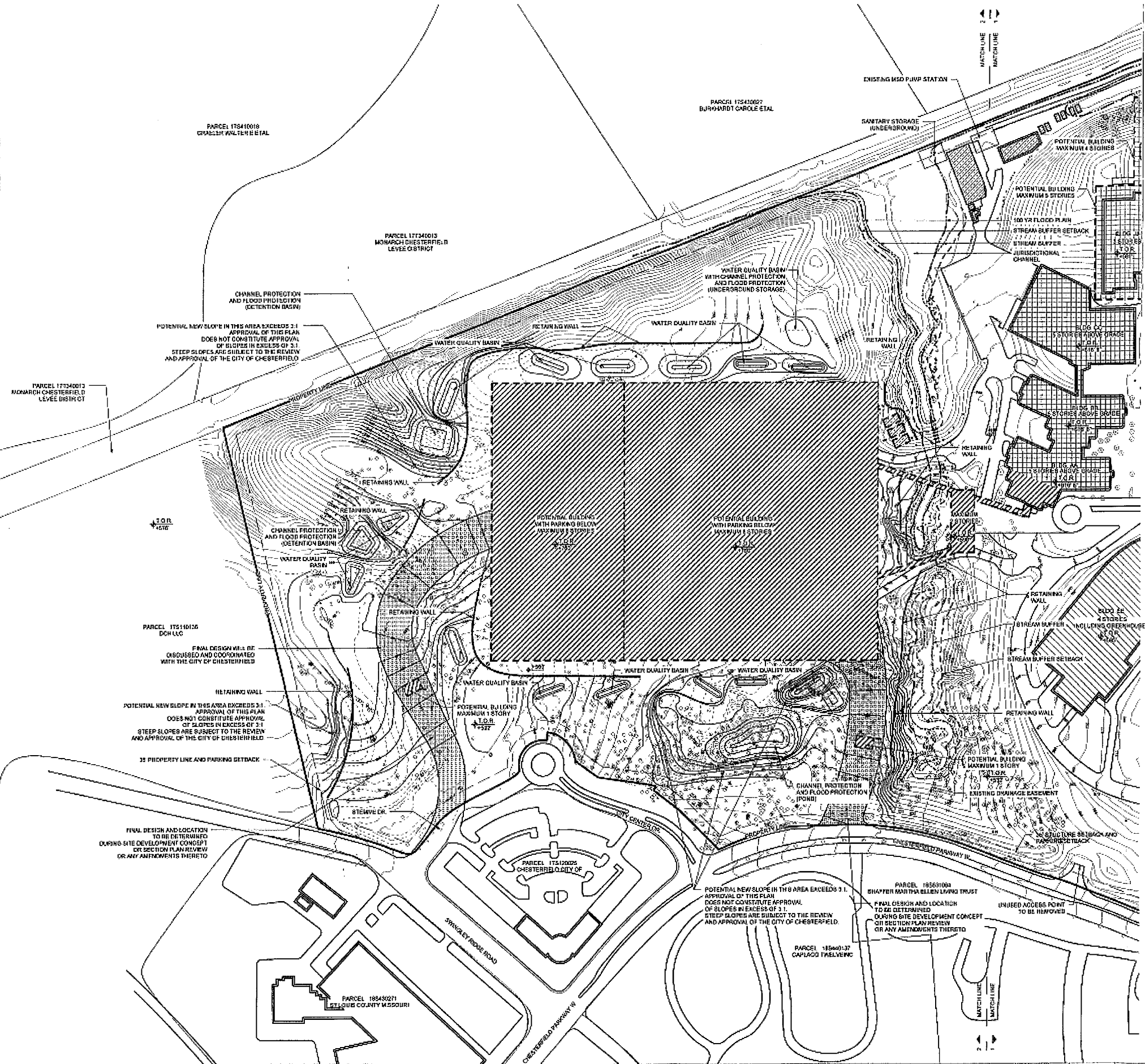


[Symbol]	GREENHOUSE
[Symbol]	OFFICE
[Symbol]	PARKING
[Symbol]	UTILITY/MAINTENANCE
[Symbol]	FUTURE ACCESS POINT
[Symbol]	EXISTING TREE
[Symbol]	EXISTING CONTOUR LINE
[Symbol]	POTENTIAL REDEVELOPMENT CONTOUR LINE
[Symbol]	NEW CONTOUR LINE
[Symbol]	PROPERTY LINE
[Symbol]	31' STRUCTURE SETBACK AND PARKING SETBACK EXCEPT WHERE SHOWN OTHERWISE
[Symbol]	25' WEST DRIVE DEEDICATION STRIP
[Symbol]	ADJACENT PROPERTY BOUNDARY LINE
[Symbol]	100 YEAR FLOOD PLAN
[Symbol]	STREAM BUFFER SETBACK
[Symbol]	STREAM BUFFER
[Symbol]	DRAINAGE EASEMENT
[Symbol]	POTENTIAL BUILDING
[Symbol]	EXISTING BUILDING
[Symbol]	ROAD EDGE
[Symbol]	WATER QUALITY BASIN AND DETENTION BASIN
[Symbol]	RETAINING WALLS
[Symbol]	MATCH LINE

ALL CONTOURS AT 1' INTERVAL. 517' ELEVATION AT LEVEL OF 10' OF FLOOR SET - BASED ON NGVD 29 TO 1/8" MAXIMUM EXCLUDING EXHAUST STACKS.

<p>OWNER: MONSANTO COMPANY CHESTERFIELD VILLAGE CENTER CHESTERFIELD, MO 63017</p>	<p>ARCHITECT: RAFAEL VINOLO ARCHITECTS PC 52 VAN DAM STREET NEW YORK, NY 10014 TEL: 212 512 5000 FAX: 212 512 5001</p>	<p>ENGINEER: JAMES J. WOODS, INC. 1001 SOUTH 7TH STREET ST. LOUIS, MISSOURI 63104 TEL: 314 435 4400 FAX: 314 435 4400</p>	<p>LANDSCAPE ARCHITECT: DLR 1001 SOUTH 7TH STREET ST. LOUIS, MISSOURI 63104 TEL: 314 534 4000</p>	<p>PROJECT NAME AND LOCATION: CHESTERFIELD VILLAGE CENTER CHESTERFIELD, MISSOURI</p>	<p>DATE: 08/22/24 REVISION: 1</p>	<p>DRAWING CREATOR: RAFAEL VINOLO ARCHITECTS PC CHECKED BY: JAMES J. WOODS, INC. PROJECT NUMBER: 081-100 SCALE: 1:100</p>	<p>DRAWING TITLE: PRELIMINARY PLAN-1 DRAWING NUMBER: A0.3.010</p>
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6/27/24 MONSANTO CHESTERFIELD PROJECT



[Symbol]	LABORATORIES
[Symbol]	GREENHOUSES
[Symbol]	OFFICES
[Symbol]	PARKING
[Symbol]	UTILITY MAINTENANCE
[Symbol]	FUTURE ACCESS POINT
[Symbol]	EXISTING TREE
[Symbol]	EXISTING CONTOUR LINE
[Symbol]	POTENTIAL MODIFIED CONTOUR LINE
[Symbol]	NEW CONTOUR LINE
[Symbol]	PROPERTY LINE
[Symbol]	30' STRUCTURE SETBACK AND PARKING SETBACK EXCEPT WHERE SHOWN OTHERWISE
[Symbol]	30' WEST DRIVE DEDICATION STRIP
[Symbol]	ADJACENT PROPERTY BOUNDARY LINE
[Symbol]	100 YEAR FLOOD PLAIN
[Symbol]	STREAM BUFFER SETBACK
[Symbol]	STREAM BUFFER
[Symbol]	DRAINAGE EMBANKMENT
[Symbol]	POTENTIAL BUILDING
[Symbol]	EXISTING BUILDING
[Symbol]	ROAD EDGE
[Symbol]	WATER QUALITY BASIN AND DETENTION BASIN
[Symbol]	RETAINING WALLS
[Symbol]	MATCH LINE

ALL CONTOURS AT 1' ELEVATION INTERVAL
ELEVATION AT LEVEL BY TOP OF FLOOR JOIST - BASED ON MONSANTO T.O.B. IS MAXIMUM EXCLUDING FOUNDATION SETBACKS

<p>DESIGNER MONSANTO 100 NORTH LEBANON BOULEVARD LEBANON, MO 64501</p>	<p>ARCHITECT MONSANTO CIVIL/ARCH 100 NORTH LEBANON BOULEVARD LEBANON, MO 64501</p>	<p>ENGINEER MONSANTO CIVIL/ARCH 100 NORTH LEBANON BOULEVARD LEBANON, MO 64501</p>	<p>PROJECT NAME AND LOCATION MONSANTO CIVIL/ARCH CHESTERFIELD VILLAGE CAMPUS CHESTERFIELD, MO 63017</p>	<p>DATE 06/27/24</p>	<p>DESCRIPTION PRELIMINARY PLAN-2</p>	<p>SCALE 1:100</p>	<p>PROJECT NUMBER A0.3.011</p>
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TREE DATA - 700 Chesterfield Parkway, Chesterfield, MO
 Data collected March 2013; June 2013; April 2014 (Skip Kincaid); and
 May 2015 by Jacob McMains
 Project Manager and Consulting Forester
 Davey Resource Group
 ISA Certified Arborist (MW-5328A)
 jacob.mcmains@davey.com

Jacob McMains

ID	Species	DBH	Height	Health	Notes
1	Red Oak	12	25	1	
2	White Oak	8	20	1	
3	Red Oak	10	22	1	
4	White Oak	6	18	1	
5	Red Oak	14	28	1	
6	White Oak	9	21	1	
7	Red Oak	11	24	1	
8	White Oak	7	19	1	
9	Red Oak	13	27	1	
10	White Oak	8	20	1	
11	Red Oak	10	22	1	
12	White Oak	6	18	1	
13	Red Oak	14	28	1	
14	White Oak	9	21	1	
15	Red Oak	11	24	1	
16	White Oak	7	19	1	
17	Red Oak	13	27	1	
18	White Oak	8	20	1	
19	Red Oak	10	22	1	
20	White Oak	6	18	1	

ID	Species	DBH	Height	Health	Notes
21	Red Oak	12	25	1	
22	White Oak	8	20	1	
23	Red Oak	10	22	1	
24	White Oak	6	18	1	
25	Red Oak	14	28	1	
26	White Oak	9	21	1	
27	Red Oak	11	24	1	
28	White Oak	7	19	1	
29	Red Oak	13	27	1	
30	White Oak	8	20	1	
31	Red Oak	10	22	1	
32	White Oak	6	18	1	
33	Red Oak	14	28	1	
34	White Oak	9	21	1	
35	Red Oak	11	24	1	
36	White Oak	7	19	1	
37	Red Oak	13	27	1	
38	White Oak	8	20	1	
39	Red Oak	10	22	1	
40	White Oak	6	18	1	

ID	Species	DBH	Height	Health	Notes
41	Red Oak	12	25	1	
42	White Oak	8	20	1	
43	Red Oak	10	22	1	
44	White Oak	6	18	1	
45	Red Oak	14	28	1	
46	White Oak	9	21	1	
47	Red Oak	11	24	1	
48	White Oak	7	19	1	
49	Red Oak	13	27	1	
50	White Oak	8	20	1	
51	Red Oak	10	22	1	
52	White Oak	6	18	1	
53	Red Oak	14	28	1	
54	White Oak	9	21	1	
55	Red Oak	11	24	1	
56	White Oak	7	19	1	
57	Red Oak	13	27	1	
58	White Oak	8	20	1	
59	Red Oak	10	22	1	
60	White Oak	6	18	1	

ID	Species	DBH	Height	Health	Notes
61	Red Oak	12	25	1	
62	White Oak	8	20	1	
63	Red Oak	10	22	1	
64	White Oak	6	18	1	
65	Red Oak	14	28	1	
66	White Oak	9	21	1	
67	Red Oak	11	24	1	
68	White Oak	7	19	1	
69	Red Oak	13	27	1	
70	White Oak	8	20	1	
71	Red Oak	10	22	1	
72	White Oak	6	18	1	
73	Red Oak	14	28	1	
74	White Oak	9	21	1	
75	Red Oak	11	24	1	
76	White Oak	7	19	1	
77	Red Oak	13	27	1	
78	White Oak	8	20	1	
79	Red Oak	10	22	1	
80	White Oak	6	18	1	

ID	Species	DBH	Height	Health	Notes
81	Red Oak	12	25	1	
82	White Oak	8	20	1	
83	Red Oak	10	22	1	
84	White Oak	6	18	1	
85	Red Oak	14	28	1	
86	White Oak	9	21	1	
87	Red Oak	11	24	1	
88	White Oak	7	19	1	
89	Red Oak	13	27	1	
90	White Oak	8	20	1	
91	Red Oak	10	22	1	
92	White Oak	6	18	1	
93	Red Oak	14	28	1	
94	White Oak	9	21	1	
95	Red Oak	11	24	1	
96	White Oak	7	19	1	
97	Red Oak	13	27	1	
98	White Oak	8	20	1	
99	Red Oak	10	22	1	
100	White Oak	6	18	1	

ID	Species	DBH	Height	Health	Notes
101	Red Oak	12	25	1	
102	White Oak	8	20	1	
103	Red Oak	10	22	1	
104	White Oak	6	18	1	
105	Red Oak	14	28	1	
106	White Oak	9	21	1	
107	Red Oak	11	24	1	
108	White Oak	7	19	1	
109	Red Oak	13	27	1	
110	White Oak	8	20	1	
111	Red Oak	10	22	1	
112	White Oak	6	18	1	
113	Red Oak	14	28	1	
114	White Oak	9	21	1	
115	Red Oak	11	24	1	
116	White Oak	7	19	1	
117	Red Oak	13	27	1	
118	White Oak	8	20	1	
119	Red Oak	10	22	1	
120	White Oak	6	18	1	

Prepared by
DAVEY
 RESOURCE GROUP
 A Division of The Davey Tree Expert Company

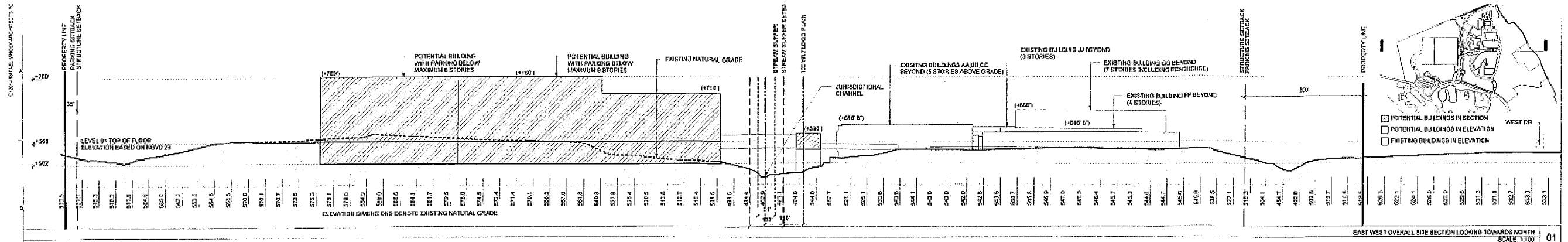
Prepared for
Civil Design, Inc.

Tree Stand Delineation Map
 700 Chesterfield Parkway
 200 Acres, Chesterfield, Missouri
 Tree Stand Delineation prepared by:
 Jacob McMains, ISA Board Certified
 Arborist (MW-5328A)

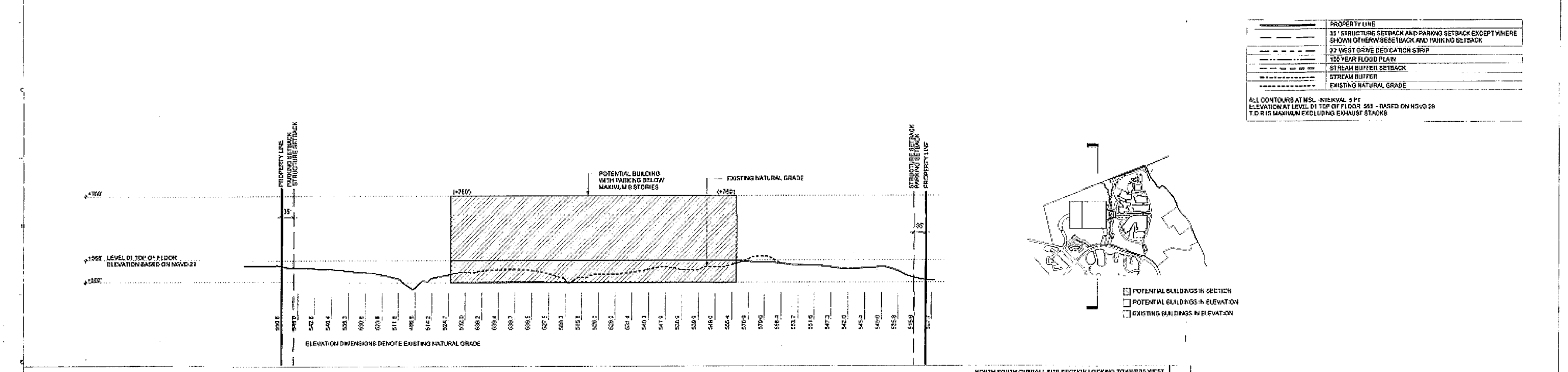
Tree data used to produce this
 map were collected in March
 and June 2013 and April 11,
 2014 and revised May 18, 2015
 Tree Stand Delineation mapping
 prepared by: Ken Christensen, ISA
 Board Certified Arborist (A-0690)

Sheet 2
 of 2

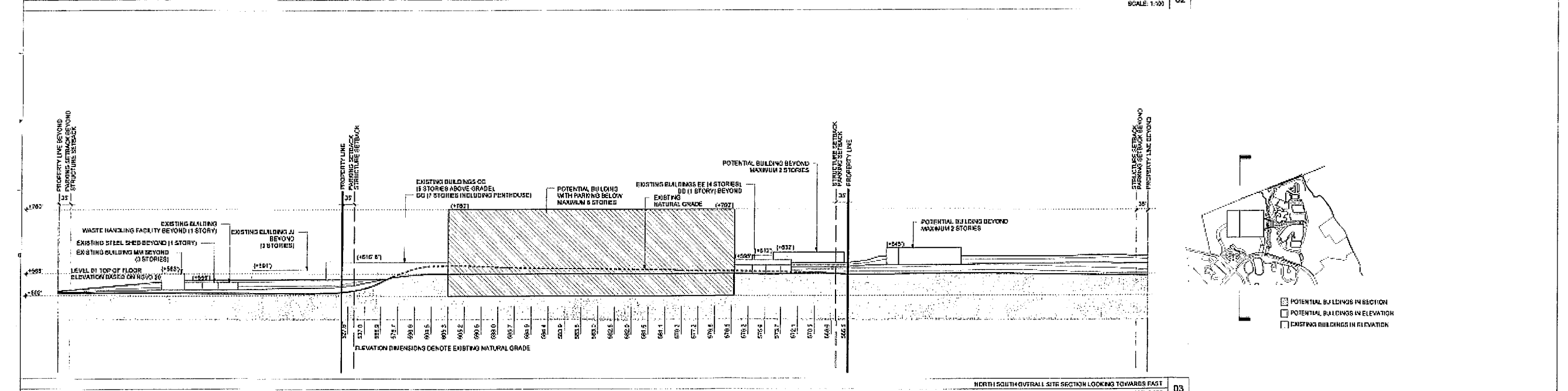
<p>TRAFFIC ENGINEER JOHN W. HALL 1500 OCEAN BOULEVARD SUITE 400 FORT LAUDERDALE, FL 33304 754-220-8841 F 754-878-1877</p>	<p>CIVIL ENGINEER CIVIL DESIGN, INC. 1500 SOUTH 7TH STREET FT. LAUDERDALE, FL 33304 754-878-1877 F 754-878-1877</p>	<p>PROJECT 700 CHESTERFIELD PARKWAY CHESTERFIELD, MO 63005 781-234-5678 F 781-234-5678</p>	<p>DESIGNER JACOB McMains 700 CHESTERFIELD PARKWAY CHESTERFIELD, MO 63005 636-234-5678 F 636-234-5678</p>	<p>PROJECT NAME AND LOCATION MONSANTO CHESTERFIELD VILLAGE CAMPUS CHESTERFIELD, MISSOURI</p>	<p>DATE 05/25/15</p>	<p>REVISIONS 1. 05/25/15</p>	<p>DRAWING DESCRIPTION RAPHAEL WINDLY ARCHITECTS PC CHESTERFIELD, MISSOURI CHANGE OF ZONING APPLICATION PROJECT NUMBER 880.100</p>	<p>SCALE N.T.S.</p>	<p>DRAWING TITLE TREE STAND DELINEATION DIMENSIONS DRAWING NUMBER A0.3.021</p>
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EAST WEST OVERALL SITE SECTION LOOKING TOWARDS NORTH
SCALE: 1:100 01

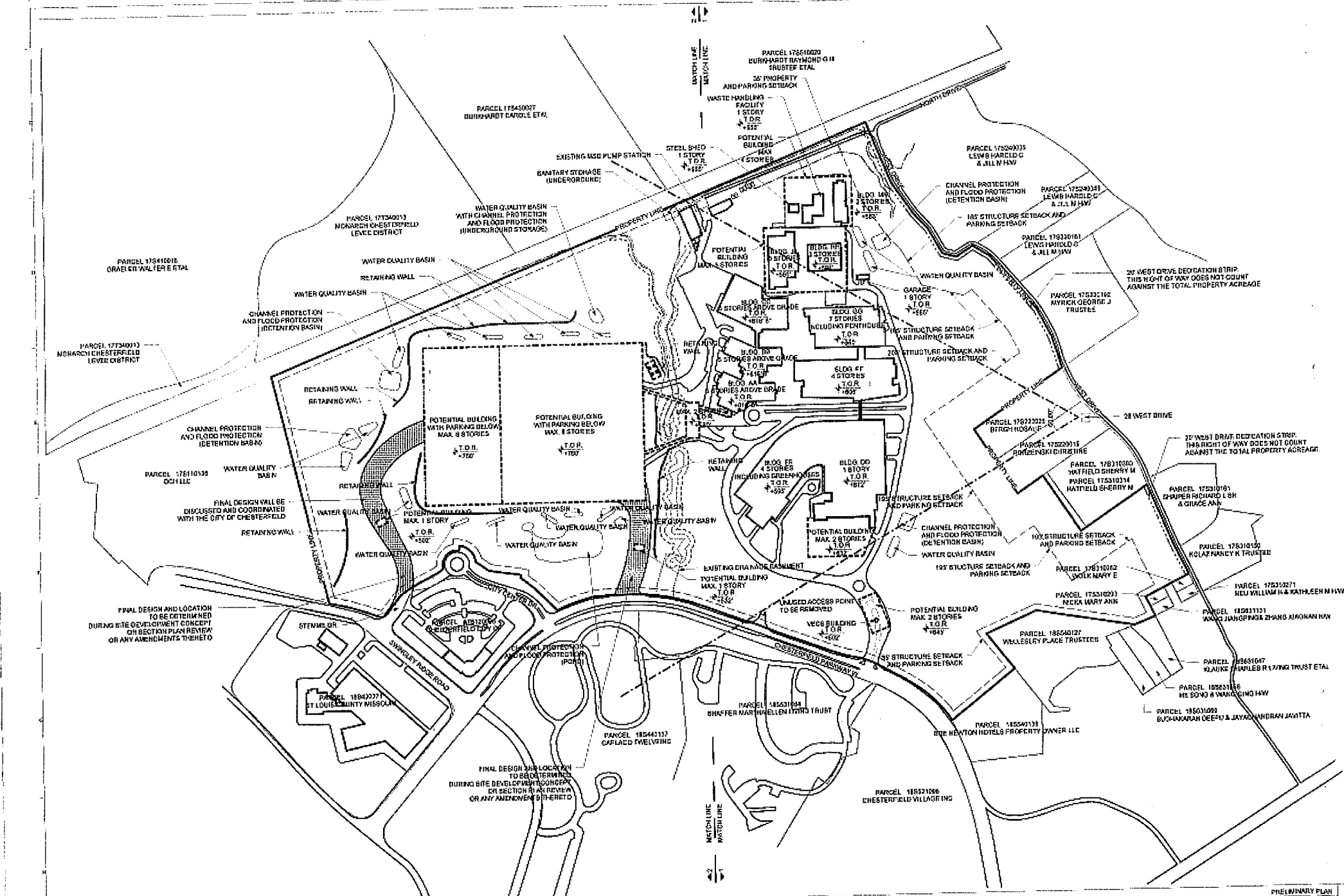
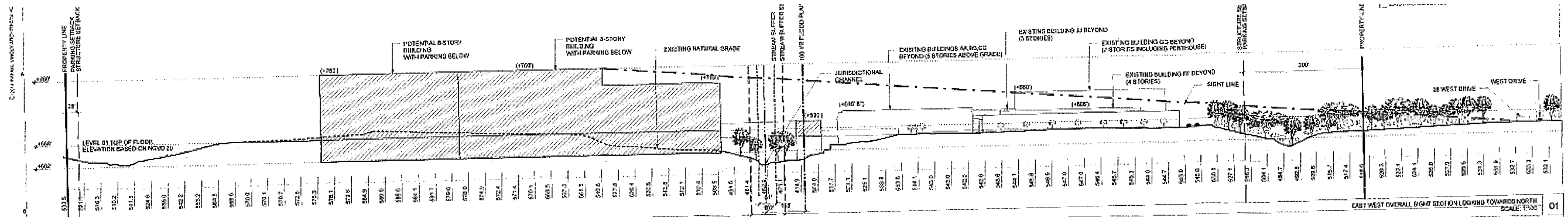


NORTH SOUTH OVERALL SITE SECTION LOOKING TOWARDS WEST
SCALE: 1:100 02



NORTH SOUTH OVERALL SITE SECTION LOOKING TOWARDS EAST
SCALE: 1:100 03

<p>DRAFTER ENGINEER RFAEL WHOLLY ARCHITECTS PC 1000 WEST 10TH AVENUE, SUITE 400 DENVER, CO 80202 TEL: 303.733.8800</p>	<p>LEVEL SURVEYOR CIVIL DESIGN, INC. 1525 SOUTH 17TH STREET ST. LOUIS, MO 63104 TEL: 314.863.4407 F: 314.863.5528</p>	<p>ARCHITECT RAFAEL WHOLLY ARCHITECTS PC 1000 WEST 10TH AVENUE, SUITE 400 DENVER, CO 80202 TEL: 303.733.8800</p>	<p>ENGINEER MONSANTO COMPANY 300 NORTH BROADWAY BOULEVARD ST. LOUIS, MO 63103</p>		<p>PROJECT NAME AND LOCATION MONSANTO CHESTERFIELD VILLAGE PHASE 1 700 CHESTERFIELD PARKWAY WEST CHESTERFIELD, MO 63077</p>	<p>KEY PLAN</p>	<table border="1"> <thead> <tr> <th>REV.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>DRAWN BY</th> <th>CHECKED BY</th> </tr> </thead> <tbody> <tr> <td>001</td> <td>03/20/18</td> <td>ISSUE FOR PERMIT</td> <td>RFAEL WHOLLY</td> <td>RFAEL WHOLLY</td> </tr> <tr> <td>002</td> <td>03/20/18</td> <td>CHANGE OF ZONING APPLICATION</td> <td>RFAEL WHOLLY</td> <td>RFAEL WHOLLY</td> </tr> <tr> <td>003</td> <td>03/20/18</td> <td>SCALE</td> <td>RFAEL WHOLLY</td> <td>RFAEL WHOLLY</td> </tr> </tbody> </table>	REV.	DATE	DESCRIPTION	DRAWN BY	CHECKED BY	001	03/20/18	ISSUE FOR PERMIT	RFAEL WHOLLY	RFAEL WHOLLY	002	03/20/18	CHANGE OF ZONING APPLICATION	RFAEL WHOLLY	RFAEL WHOLLY	003	03/20/18	SCALE	RFAEL WHOLLY	RFAEL WHOLLY	<p>DRAWING TITLE SITE SECTIONS OF PRELIMINARY FORM</p> <p>DRAWING NUMBER A0.3.03D</p>
REV.	DATE	DESCRIPTION	DRAWN BY	CHECKED BY																								
001	03/20/18	ISSUE FOR PERMIT	RFAEL WHOLLY	RFAEL WHOLLY																								
002	03/20/18	CHANGE OF ZONING APPLICATION	RFAEL WHOLLY	RFAEL WHOLLY																								
003	03/20/18	SCALE	RFAEL WHOLLY	RFAEL WHOLLY																								



	PROPERTY LINE
	35' STRUCTURE SETBACK AND PARKING SETBACK EXCEPT WHERE SHOWN OTHERWISE SETBACK AND PARKING SETBACK
	20' WEST DRIVE DEDICATION STRIP
	100 YEAR FLOOD PLAIN
	STREAM BUFFER SETBACK
	STREAM BUFFER
	EXISTING NATURAL GRADE

ALL ELEVATIONS AT 1' INTERVAL 3 FT ELEVATION AT LEVEL OF TOP OF FLOOR EXCEPT WHERE SHOWN OTHERWISE. ELEVATIONS BASED ON NAVD 83. T.O.R. IS MAXIMUM EXISTING GRADE.



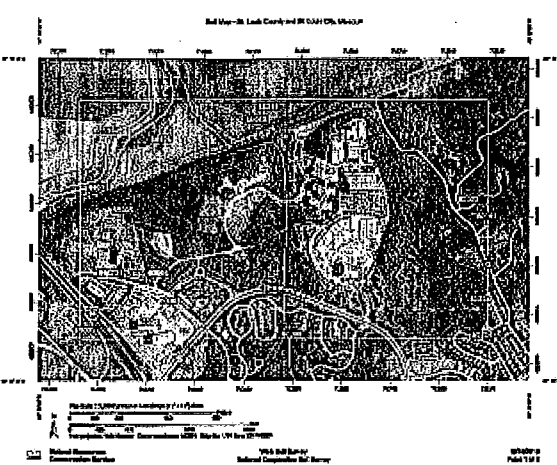
VIEW FROM 22 WEST DRIVE LOOKING WEST



VIEW FROM 22 WEST DRIVE LOOKING WEST

PRELIMINARY PLAN SCALE: 1:25 02

<p>TRAFFIC ENGINEER TRAFFIC ENGINEER 1000 OLIVE ST. SUITE 200 ST. LOUIS, MO 63101 TEL: 314.433.1111 FAX: 314.433.1112</p>	<p>CIVIL ENGINEER CIVIL ENGINEER 1000 OLIVE ST. SUITE 200 ST. LOUIS, MO 63101 TEL: 314.433.1111 FAX: 314.433.1112</p>	<p>ARCHITECT ARCHITECT 1000 OLIVE ST. SUITE 200 ST. LOUIS, MO 63101 TEL: 314.433.1111 FAX: 314.433.1112</p>	<p>LANDSCAPE ARCHITECT LANDSCAPE ARCHITECT 1000 OLIVE ST. SUITE 200 ST. LOUIS, MO 63101 TEL: 314.433.1111 FAX: 314.433.1112</p>	<p>PROJECT MANAGER AND LOCATION PROJECT MANAGER AND LOCATION 1000 OLIVE ST. SUITE 200 ST. LOUIS, MO 63101 TEL: 314.433.1111 FAX: 314.433.1112</p>	<p>CLIENT MONSANTO COMPANY 1000 OLIVE ST. SUITE 200 ST. LOUIS, MO 63101 TEL: 314.433.1111 FAX: 314.433.1112</p>	<p>DATE DATE 10/15/2010</p>	<p>PROJECT NUMBER PROJECT NUMBER 040132</p>	<p>SCALE SCALE AS NOTED</p>	<p>DATE DATE 10/15/2010</p>
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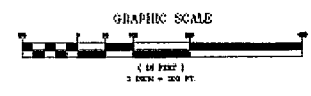
Map Unit Legend

Map Unit Number	Map Unit Description	Area (Acres)	Percent of Total
0001	Water	41.4	10.2%
0002	Open Space	96.2	24.2%
0003	Urban	1.2	0.3%
0004	Light Industrial	86.5	21.7%
0005	Medium Density Residential	2.7	0.7%
0006	Low Density Residential	6.1	1.5%
0007	High Density Residential	3.4	0.9%
0008	Public Use	35.5	9.0%
0009	Transportation	13.8	3.4%
0010	Other	23.2	5.8%
0011	Urban	23.2	5.8%
Totals for Area of Interest		402.7	100.0%



EXISTING SITE RESOURCES

NATURAL RESOURCES	PRESENCE OR DESCRIPTION	REMARKS
WETLANDS	INDICATED	
STREAMS AND FLOODPLAINS	INDICATED	
ROCKS	ONE KNOWN SINGLE INDICATED NEAR NORTHWEST PROPERTY LINE	
EXISTING TOPOGRAPHY	MILD TO STEEP SLOPES IN AREAS, SOIL TYPES SHOWN IN TABLE	
PONDS	NONE KNOWN	
VEGETATED WOODS	NATIVE TREES, PLANTS, AND GRASSES FOR WESTERN SUE AND FAR EASTERN SIDE OF PROPERTY	
EXISTING PROPERTY USE	RESEARCH CAMPUS ON EASTERN SIDE OF PROPERTY	
SURROUNDING PROPERTY USE	COMMERCIAL AND RESIDENTIAL, FLOODPLAIN TO NORTH	



<p>TRAFFIC ENGINEER 2015 TRAFFIC 1000 DUST BOWL AVENUE, SUITE 100 ST. LOUIS, MO 63104 314.437.5500 314.437.5577</p>	<p>LANDSCAPE ARCHITECT 1000 TOWER DRIVE AVENUE SUITE 1000 ST. LOUIS, MO 63104</p>	<p>ARCHITECT MONSANTO COMPANY 2100 MONSANTO DRIVE ST. LOUIS, MO 63104 314.437.5500 314.437.5577</p>	<p>SCALE </p>	<p>ENGINEER MONSANTO COMPANY 2100 MONSANTO DRIVE ST. LOUIS, MO 63104 314.437.5500 314.437.5577</p>	<p>PROJECT NAME AND LOCATION MONSANTO COMPANY CHESTNUT HILL VILLAGE CAMPUS 2100 MONSANTO DRIVE CHESTNUT HILL, MO 63104</p>	<p>KEY PLAN </p>	<p>DATE 02/20/15</p> <p>DESIGNED BY RYAN W. BARNHART</p> <p>DRAWN BY RYAN W. BARNHART</p>	<p>PROJECT MONSANTO COMPANY CHESTNUT HILL VILLAGE CAMPUS 2100 MONSANTO DRIVE CHESTNUT HILL, MO 63104</p>	<p>SCALE 800:100 AS SHOWN</p>	<p>PROJECT NUMBER ESR-1</p>
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EXHIBIT B

AGREEMENT BETWEEN RGA AND THE CITY OF CHESTERFIELD

This Agreement, dated this _____ day of February, 2026 (the “Effective Date”), is made and entered into by and between the City of Chesterfield, Missouri, a political subdivision of the State of Missouri (the “City”), and Reinsurance Group of America, Inc., a Missouri corporation (“RGA”). The following recitals form the basis for, and hereby are made a material part of, this Agreement:

A. Chesterfield City Ordinance No. 3026 requires that certain parcel of land containing approximately 7.4 acres, more or less, located at the northeast corner of the intersection of Chesterfield Parkway West and Hilltown Village Center and known and numbered as 16600 Swingley Ridge Road, Chesterfield, Missouri 63017, Parcel Locator Number 18S430271, to undertake certain public road improvements.

B. Chesterfield City Ordinance No. 3026, Attachment A, Section II.6.b states the following relevant requirements (the “Ordinance Requirements”):

Provide road improvements, as directed by the City of Chesterfield, St. Louis County Department of Highways and Traffic, and the Missouri Department of Transportation as identified in the study prepared by Bernardin, Lochmueller & Associates, Inc. dated July 23, 2012 and any addendum thereto. As identified in this study, modification of the westbound I-64 on ramp in conformance with the City’s plan for the extension of outer road system is required for office development in excess of 405,000 square feet on building group B.

C. RGA desires to provide the City with a monetary contribution dedicated solely to the construction of the Swingley Ridge – North Outer 40 Road Project (the “Project”) and to satisfy the Ordinance Requirements.

D. In lieu of the property owner or lessee completing the Ordinance Requirements, the City is willing to accept a monetary contribution from RGA dedicated solely to the construction of the Project.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, promises and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **RGA’S CONSIDERATION.** RGA agrees to pay to the City the sum of one million, five-hundred thousand dollars (\$1,500,000) (the “Contribution”) prior to the end of the 2027 fiscal year on June 30, 2027, for the City to partially fund the Project.

2. **THE CITY’S CONSIDERATION.** City and RGA agree that the City’s consideration for this Agreement shall be as follows:

(A) The City shall be obligated to hold the Contribution in escrow solely to fund the construction of the Project, and the Contribution shall be deposited in a restricted fund dedicated to the sole purpose of funding the Project.

(B) The City further agrees that following receipt of the Contribution from RGA and execution of this Agreement, the City will consider the Ordinance Requirements as having been fulfilled.

3. CITY AUTHORITY. The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Ordinance _____ authorizes the City Administrator to execute this Agreement on behalf of City. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

4. RGA AUTHORITY. RGA has full right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the Agreement has been duly and validly authorized and approved by all necessary RGA proceedings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of RGA, enforceable in accordance with its terms.

IN WITNESS WHEREOF this Agreement is executed on the Effective Date.

CITY OF CHESTERFIELD, MISSOURI,
a political subdivision of the State of Missouri

BY: _____
Michael Geisel, City Administrator

REINSURANCE GROUP OF AMERICA, INC.
a Missouri Corporation

BY: _____
Name: _____
Title: _____

Exhibit A

[Copy of Ordinance No. 3026]

AN ORDINANCE REPEALING CITY OF CHESTERFIELD ORDINANCE 2916 AND AMENDING CITY OF CHESTERFIELD ORDINANCE 2723 TO ESTABLISH NEW USES AND DEVELOPMENT CRITERIA FOR 7.4 ACRES OF LAND ZONED "C-8" PLANNED COMMERCIAL DISTRICT LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF CHESTERFIELD PARKWAY WEST AND HILLTOWN VILLAGE CENTER (P.Z. 08-2018 HOMEWOOD SUITES {KELLER VENTURES, LLC} 18S540149, 18S540150 AND 18S540138).

WHEREAS, in response to P.C. 141-79 Chesterfield Village – Sachs Properties, Inc., St. Louis County approved Ordinance 9,476 on November 23, 1979, which authorized a "C-8" Planned Commercial District development, which was subsequently amended by St. Louis County Ordinance 10,842 on November 24, 1982; and,

WHEREAS, St. Louis County approved Ordinance 13,756 on February 16, 1988 which removed Parcel V, building group E from the conditions of the prior ordinances; and,

WHEREAS, in response to correspondence from Sachs Properties requesting an amendment in the location of the permitted uses in Building Groups D and I, specifically hotels, the City of Chesterfield approved Ordinance Number 1266 on May 19, 1997; and,

WHEREAS, in response to P.C. 141-79, the City of Chesterfield approved Ordinance 1358 on December 18, 1997 to allow for flexibility in the location of allowable square footage in building groups G and H, and to allow revision in the location of an office building in relationship to Chesterfield Parkway North for building group G; and,

WHEREAS, in response to a petition filed by Sachs Properties, the City of Chesterfield approved Ordinance 2685 on January 4, 2012 to permit a Commercial Industrial Design Development procedure to allow shifting of uses between building groups A and B; and,

WHEREAS, in response to a petition filed by Chesterfield Village, Inc., the City of Chesterfield approved Ordinance 2723 on September 19, 2012 repealing previous ordinances to consolidate development requirements and allow modifications to building height, density and amendment to the building groups on Parcels III and IV; and,

WHEREAS, in response to a petition filed by Chesterfield Village, Inc., the City of Chesterfield approved Ordinance 2916 on October 19, 2016 to consolidate building groups F, G, and H; to modify allocation of existing uses and modification of density as it pertains to building groups F, G, and H.

WHEREAS, a Public Hearing was held before the Planning Commission on August 13, 2018; and,

WHEREAS, the Planning Commission, having considered said request, recommended approval of the ordinance amendment with amendments by a vote of 9-0; and

WHEREAS, the Planning and Public Works Committee, having considered said request on October 18, 2018, recommended approval of the ordinance amendment with amendments; and,

WHEREAS, the City Council, having considered said request voted to approve the ordinance amendment request as recommended by the Planning and Public Works Committee.

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

Section 1. City of Chesterfield Zoning Ordinance and the Official Zoning District Map, which are part thereof, are hereby amended by establishing a “C-8” Planned Commercial District for a 7.4 acre tract of land located at the northeast corner of the intersection of Chesterfield Parkway West and Hilltown Village Center and as described as follows:

A tract of land being Chesterfield Village, Northwest Quadrant, Parcel C314, a subdivision according to the plat thereof as recorded in Plat Book 346, Pages 377 and 378 of the St. Louis County records, located in U.S. Survey 154, Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Beginning at the southeast corner of Parcel 314B of above said subdivision, said point also being located on the northern right-of-way line of Hilltown Village Center Street, variable width as established by Hilltown Village Center Parcel 318 Boundary Adjustment Plat, as recorded in Plat Book 353, Page 850 of above said records, said point also being located on a curve to the left having a radius of 369.28 feet; thence along said right-of-way line the following courses and distances: along said curve with an arc length of 55.19 feet and a chord which

bears North 82 degrees 49 minutes 54 seconds West, 55.14 feet; South 82 degrees 36 minutes 53 seconds West, 57.40 feet to a point of curvature to the left having a radius of 369.44 feet; along said curve with an arc length of 62.54 feet and a chord which bears South 77 degrees 45 minutes 54 seconds West, 62.47 feet; South 72 degrees 54 minutes 50 seconds West, 189.73 feet to the point of non-tangential curve to the right having a radius of 250.90 feet; along said curve with an arc length of 107.42 feet and a chord which bears South 85 degrees 10 minutes 44 seconds West, 106.60 feet; North 83 degrees 49 minutes 10 seconds West, 59.33 feet to a point of curvature to the right having a radius of 94.70 feet; along said curve with an arc length of 100.10 feet and a chord which bears North 53 degrees 32 minutes 17 seconds West, 95.50 feet and North 23 degrees 15 minutes 21 seconds West, 15.59 feet to the eastern right-of-way line of Chesterfield Parkway West, 80 feet wide, said point also being located on a non-tangential curve to the left having a radius of 948.49 feet; thence along said curve with an arc length of 379.68 feet and a chord which bears North 25 degrees 8 minutes 20 seconds West, 377.15 feet; thence North 53 degrees 23 minutes 36 seconds East, 12.00 feet to the point of non-tangential curve to the left having a radius of 960.49 feet; thence along said curve with an arc length of 11.50 feet and a chord which bears North 36 degrees 56 minutes 59 seconds West, 11.50 feet to the northwest corner of Parcel C314 C of above said Chesterfield Village, Northwest Quadrant, Parcel C314, Subdivision; thence along the north line of said Parcel C314 C, North 52 degrees 43 minutes 25 seconds East, 444.01 feet to the northeast corner thereof; thence along the eastern lines of said Chesterfield Village, Northwest Quadrant, Parcel C314, Subdivision, South 37 degrees 20 minutes 09 seconds East, 370.03 feet and South 49 degrees 18 minutes 34 seconds East, 280.38 feet to the eastern most corner of above said Parcel C314 B; thence along the east line of said Parcel C314 B, South 11 degrees 37 minutes 59 seconds West, 151.83 feet to the Point of Beginning. Containing 323,119 square feet or 7.418 acres, more or less according to calculations performed by Stock & Associates Consulting Engineers, Inc. on June 15, 2018.

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

Section 3. The City Council, pursuant to the petition filed by Stock and Associates Consulting Engineers, Inc. on behalf of Keller Ventures, LLC, in P.Z. 08-2018, requesting the amendment embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 13th day of August 2018, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

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

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

Passed and approved this 19th day of November, 2018

Bob Nation
PRESIDING OFFICER

Bob Nation
Bob Nation, MAYOR

ATTEST:

Vickie Hass
Vickie Hass, CITY CLERK

FIRST READING HELD: 11/05/2018

ATTACHMENT A

All provisions of the City of Chesterfield City Code shall apply to this development except as specifically modified herein.

The application for a Planned Commercial Development on the tracts of land described in this ordinance is approved on condition that said development and plan is carried out in accordance with the preliminary plans filed with the St. Louis County Planning Commission and forwarded to the County Council with a communication dated September 21, 1979, which reference as if fully set out in and made a part of this ordinance, and subject to all applicable ordinances, laws and regulations and to the following conditions:

I. General Conditions

1. This Ordinance authorizes the commercial development of an integral planned commercial and residential community known as "Chesterfield Village". Of the larger overall development, this commercial portion is located generally west of Olive Street Road (State Route 340) and north of U.S. Highway 40 containing 75 acres. The intent of this Ordinance is to effect proper development of this site conforming to good planning practices and adhering to the preliminary plan revised August 24, 1979, and approved by the Planning Commission.
2. Within two (2) years of the date of approval of this "C-8" Planned Commercial District rezoning by the City of Chesterfield Council and prior to any site preparation, the petitioner shall submit to the Planning Commission for review and approval a Final Development Concept Plan. Where due cause is shown by the petitioner, this time interval may be extended through appeal to and approval by the Planning Commission. Said plan shall include but not be limited to the following:
 - a. Primary use types.
 - b. Project road rights-of-way.
 - c. Approximate location of peripheral and primary internal roads.
 - d. Parking and building setbacks.
 - e. Off-street parking and loading ratios.
 - f. Indication of phasing lines which shall serve as project boundary lines for the future section plans.
 - g. Gross square footage and maximum height of all proposed buildings, or building groups.

- h. Parcel numbers and building group numbers as indicated on the approved preliminary development plan.
 - i. All zoning district boundaries and zoning classifications.
 - j. Location of advertising sign limited to project identification only.
3. Within one (1) year of the date of approval of the Final Development Concept Plan and after the Plan has been recorded with the St. Louis County Recorder of Deeds Office, the petitioner shall submit to the Planning Commission for its review and approval, the first Final Development Section Plan. Where due cause is shown by the petitioner, this time interval may be extended through appeal to and approval by the Planning Commission. Said Final Development Section Plan shall include but not be limited to the following:
 - a. The location, size and use of all proposed structures, including retaining walls.
 - b. Indication of development phasing on the same parcel if anticipated.
 - c. Existing and proposed contours at two (2) foot intervals, except that grades greater than ten (10) percent may be indicated at five (5) foot contour intervals.
 - d. Location and size of all parking areas including landscape treatment of such.
 - e. Roadways and drives on and adjacent to the property in question.
 - f. The design, location, and size of all proposed free standing signs, lighting, fences and trash areas.
 - g. A landscape plan, including the location, size, and type of all plantings and other materials to be used.
 - h. Indication of sanitation and drainage facilities.
 - i. Parking and building setbacks on the property in question.
 - j. Parking calculations for the property in question.
4. With each Final Development Section Plan a detailed landscape plan must be submitted to the Planning Commission for review and approval. Such plan shall as a minimum contain information on type, size, and number of each landscape material to be used. Specifically the following shall also be required:
 - a. Parking areas in excess of 10,000 square feet shall contain internal landscape islands planted with trees and other plant materials. Planning areas within parking lots shall not be less than six (6)

feet in width and each shall not be less than 400 square feet in area. Vertical curbs will be used around planning areas to protect them from automobiles and keep out de-icing salt. Such areas will control traffic patterns and thereby improve safety as well as provide shade and offer a visual relief against extensive pavement area.

- b. In retail, office and general commercial parking lots, rows of trees planted in landscape areas shall be used to subdivide large parking areas into smaller and more identifiable parking areas. Pedestrian walkways shall be provided in the parking areas to safely allow pedestrian movement to and from building access points. In the case of parking decks, said structures shall be supplemented by a significant landscape plan around the periphery of said structure to mitigate visual impacts.
 - c. Where commercial development is contiguous to residentially zoned areas, special landscape treatment will be required. A minimum shall be a planting strip of twenty (20) feet in order to insulate adjacent residential land uses. In addition, planning, masonry walls, sight-proof fences, earth berms and / or depressed parking areas may be required by the Planning Commission.
 - d. Planting of street trees shall be a standard practice along the major arterials and collector streets. Trees shall be planted at regular intervals (minimum of two, two inch caliper, trees every seventy-five feet of frontage) on both sides except where berms, existing topography or views make another specific design treatment preferable and when approved by the Planning Commission.
 - e. The circumferential roadway connecting the Chesterfield Parkway North with Schoettler Road will contain a median planter area. Special considerations shall be given to the scenic qualities of this roadway and a landscape plan of such shall be reviewed and approved by the Planning Commission.
5. All Final Development Section Plans must be consistent with the approved Final Development Concept Plan, and shall contain one or more complete development sections. Each such plan shall be comprised of at least twenty (20) percent open space devoid of any structures or paving.
 6. All Final Development Section Plans shall be reviewed in order to determine whether mass-transit facilities should be included as part of the site development design. Such facilities might include bus shelter locations and bus pull-off lanes.

7. Roadway alignment and location, and other roadway circulation design features including right-of-way dedication and improvement on the Final Development Concept Plan and curb cuts on each Final Development Section Plan shall be reviewed and approved by the Department of Highways and Traffic and, as applicable, the Missouri State Highway Commission prior to recording of any plan.
8. The height, design, location, and lighting intensity of all light standards shall be reviewed and approved by the Planning Commission on each Final Development Section Plan. Special consideration shall be given to such standards which may have exposure to residential property. Supplemental information to adequately assess the above (such as cross section, details of light standard construction, etc.) may be required by the Planning Commission prior to approval.
9. Except as specifically approved by the Planning Commission, utilities shall be underground.
10. The following shall regulate all signs for the "C-8" development:
 - a. Advertising signs limited to project identification only shall be permitted only at locations approved by the Planning Commission on the Final Development Concept Plan. Details such as size, design, lighting etc. shall be submitted to the Commission prior to approval.
 - b. Parcels III and IV shall be limited to a maximum of five (5) free standing business signs not to exceed fifty (50) square feet in outline area and thirty (30) feet in height. The location and size of said signs shall be as approved by the Planning Commission on final development plans.
 - c. Parcels VII and VIII shall be limited to a maximum of three (3) free standing business signs not to exceed fifty (50) square feet in outline area and thirty (30) feet in height. The location and size of said signs shall be as approved by the Planning Commission on final development plans.
 - d. All other signs (i.e. attached wall signs and directional signs) shall conform to the sign regulations of the "C-3" Shopping District.
11. Off-street parking requirements and loading requirement shall be regulated by that zoning district in which the use is permitted. Where more than one (1) of the parking requirements may be construed as applicable to the same use, lot or building, the final determination shall be made by the Planning Commission.

12. Prior to approval of all above Final Development Plans the petitioner shall:
 - a. Provide verification to the Department of a preliminary plan indicating adequate handling of differential runoff due to proposed impervious areas.
 - b. Submit verification of approval by the St. Louis County Department of Highways and Traffic and the Missouri Department of Transportation as applicable, of location of all curb cuts, roadway dedication, and improvements.
13. Subsequent to approval of the Final Development Section Plans and prior to issuance of any building permit, the following requirements shall be met:
 - a. Provide verification to the Department indicating adequate provision of sanitary services.
 - b. Provide verification to the Department indicating adequate handling of storm water runoff off the subject property at abutting roadways.
 - c. The petitioner shall furnish a two (2) year bond or escrow sufficient in amount to guarantee the installation of all landscaping as required on the final development section plan. Said bond or escrow shall be based on estimated costs determined by a plant nursery for such improvements and approved by the Department of Planning and Development Services.
 - d. Record the approved Final Development Section Plan with the St. Louis County Recorder of Deeds Office.
14. The required contributions shall be increased at the rate of five (5) percent per year effective on the first day of January, 1980, and the first day of each calendar year thereafter. Such sums shall be collected by the Department of Public Works and disbursed to the County Treasurer.
15. Within two (2) years of the date of approval of the first Final Development Section Plan by the Planning Commission, construction shall commence. Said time limit may be extended on approval by the Planning Commission.
16. The petitioner shall be required to provide temporary off-street parking for construction employees. Parking on non-paved surfaces shall be prohibited.

17. Any transfer of ownership or lease of property shall include in the transfer or lease agreement a provision that the purchaser or lessee agrees to be bound by the conditions herein set forth and included in the approved development plan for the property. A copy of all the herein attached conditions shall be furnished by the owner or petitioner to the operator(s), owners(s), or manager(s) including successive operator(s), owners(s), or manager(s), who shall forward to the Zoning Enforcement Officer an acknowledgment that he or she has read and understood each of these conditions and agrees to comply therewith.
18. The above conditions of the "C-8" Planned Commercial District shall be enforced in compliance with the Final Development Section Plans approved by the City of Chesterfield Planning Commission.
19. In addition to the conditions herein imposed, this Planned Commercial District shall be subject to all applicable provisions of the City of Chesterfield Zoning Ordinance and Subdivision Ordinances. The Zoning Enforcement Officer of the City of Chesterfield shall enforce the conditions of this permit in accord with the approved Final Development Concept and Section Plans approved by the Planning Commission.

II. Specific Design Criteria: "C-8" Along Highway 40

1. The uses permitted in this "C-8" Planned Commercial District shall be limited to the following (based upon building group numbers supplied on the preliminary development plan):
 - a. building groups A and B: offices, retail commercial, one (1) service station, restaurants, theaters and heliport; such uses not to exceed 460,000 gross square feet. Additionally, one (1) hotel with a maximum of 350 rooms with certain retail uses specifically accessory to a hotel facility is permitted within building group B. In the event that the hotel is not constructed in building group B, a maximum floor area of 749,783 gross square feet on building groups A and B shall be permitted.
 - b. building group C: offices, retail and restaurant not to exceed 350,000 gross square feet;
 - c. building group D: offices, retail, restaurants, one (1) service station and theater; and one (1) hotel, not to exceed 170,000 gross square feet;

The above noted gross square foot figures indicate the maximum allowable within each building group. The word "offices" shall also include the following: medical laboratories, technical and business

schools, public and professional schools, medical clinics, and scientific laboratories.

2. The following shall regulate all retail commercial uses in the building groups A, B, C, and D:
 - a. a maximum of 50,000 gross square feet may be used for retail commercial activity;
 - b. in any office building or hotel no retail commercial activity shall be permitted above the first floor;
 - c. no single-user being a retail commercial activity shall exceed 10,000 gross square feet.

3. No parking area, loading areas or structures including internal drive except ingress and egress drives shall be allowed within the following landscaped setbacks:
 - a. Parcel III:
 - i. Fifteen (15) feet of all roadway rights-of-way.
 - b. Parcel IV:
 - i. Fifteen (15) feet of U.S. Highway 40 and Chesterfield Parkway North rights-of-way;
 - ii. Twenty (20) feet of Swingley Ridge Road.
 - c. Parcel V:
 - i. Fifteen (15) feet of Swingley Ridge Road right-of-way;
 - ii. Thirty (30) feet of the northeast and southeast property lines;
 - iii. Two hundred (200) feet of the eastern point of the parcel contiguous to residential zoned land.

4. No building shall be located within the following setbacks:
 - a. Parcel III:
 - i. Twenty (20) feet of all roadway rights-of-way.
 - b. Parcel IV:
 - i. Twenty (20) feet of U.S. Highway 40 and Chesterfield Parkway North rights-of-way;
 - ii. Thirty (30) feet of Swingley Ridge Road;

- c. Parcel V:
 - i. Twenty (20) feet of Swingley Ridge Road;
 - ii. Thirty (30) feet of the northeast and southeast property line;
 - iii. Two hundred (200) feet of the eastern point of the parcel contiguous to residential zoned land.
- d. The following shall be the maximum allowable height for structures:
 - i. building group A: six (6) floors;
 - ii. building group B: fifteen (15) stories for the hotel and ten (10) floors for all other uses;
 - iii. building group C: twenty-five (25) floors;
 - iv. building group D: six (6) floors;
 - v. building group E: three (3) floors
5. The uses listed below shall only be allowed within the following described setbacks:
 - a. the permitted twenty-five (25) story office building in building group C shall be situated within 300 feet of U.S. Highway 40 right-of-way and within 400 feet of the Chesterfield Parkway North;
 - b. the permitted fifteen (15) story hotel building in building group B shall be situated within 300 feet of U.S. Highway 40 right-of-way and within 400 feet of the Chesterfield Parkway North;
 - c. the permitted service station within building group A shall be located within 200 feet of Swingley Ridge Road or within 200 feet of the Chesterfield Parkway North rights-of-way;
 - d. the permitted service station within building group D shall be located within 400 feet of the Chesterfield Parkway North.
6. In addition to requirements elsewhere in this ordinance and requirements of the City of Chesterfield City Code, the following are additional requirements for building group B:
 - a. Provide a traffic study as directed by the City of Chesterfield, St. Louis County Department of Highways and Traffic, and the Missouri Department of Transportation. Improvements involving regional issues shall be addressed as directed by all governing jurisdictions.

- b. Provide road improvements, as directed by the City of Chesterfield, St. Louis County Department of Highways and Traffic, and the Missouri Department of Transportation as identified in the study prepared by Bernardin, Lochmueller & Associates, Inc. dated July 23, 2012 and any addendum thereto. As identified in this study, modification of the westbound I-64 on ramp in conformance with the City's plan for the extension of outer road system is required for office development in excess of 405,000 square feet on building group B.
- c. The developer shall submit a traffic study, addressing the traffic generated by the proposed development, to the Department of Highways and Traffic for review and approval. Prior to preparation of this study, the developer's traffic engineer shall meet with representatives of the department to determine the study scope. The developer's additional road improvement obligation shall be as determined by the approved study.
- d. Prior to Site Development Plan approval, provide a geotechnical report, prepared by a registered professional engineer licensed to practice in the State of Missouri, as directed by the Department of Public Services. The report shall verify the suitability of grading and proposed improvements with soil and geologic conditions and address the existence of any potential sinkhole, ponds, dams, septic fields, etc., and recommendations for treatment. A statement of compliance, signed and sealed by the geotechnical engineer preparing the report, shall be included on all Site Development Plans and improvement plans.
- e. Provide a sidewalk conforming to Saint Louis County ADA standards adjacent to Chesterfield Parkway as directed by the Saint Louis County Department of Highways and Traffic and the City of Chesterfield.
- f. Access to this development from Chesterfield Parkway shall be as directed by the City of Chesterfield and the St. Louis County Department of Highways and Traffic.
- g. If required sight distance cannot be provided at the access locations, acquisition of right-of-way, reconstruction of pavement including correction to the vertical alignment and other off-site improvements may be required to provide adequate sight distance as directed by the City of Chesterfield and Saint Louis County Department of Highways and Traffic.
- h. Installation of Landscaping and Ornamental Entrance Monument or Identification Signage construction shall be reviewed by the City of Chesterfield and Saint Louis County Department of Highways

and Traffic for sight distance consideration and approved prior to installation or construction.

- i. The developer is advised that utility companies will require compensation for relocation of their facilities with public road right-of-way. Utility relocation cost shall not be considered as an allowable credit against the petitioner’s traffic generation assessment contributions. The developer should also be aware of extensive delays in utility company relocation and adjustments. Such delays will not constitute a cause to allow occupancy prior to completion of road improvements.
- j. The developer shall contribute a Traffic Generation Assessment (TGA) to the Chesterfield Village Road Trust Fund (No. 554). This contribution shall not exceed an amount established by multiplying the ordinance-required parking spaces for the difference between the existing and proposed uses by the following rate schedule:

<u>Type of Development</u>	<u>Required Contribution</u>
TGA Category	Contribution
General Office	\$611.88/parking space
General Retail	\$1,835.75/parking space
Loading Space	\$3,003.97/parking space

If types of development proposed differ from those listed, rates shall be provided by the Saint Louis County Department of Highways and Traffic.

As a portion of the improvements required herein are needed to provide for the safety of the traveling public, their completion as a part of this development is mandatory.

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

TGA contribution for building group B shall be based only on the increase in development density from that density previously approved in St. Louis County Ordinance 9,476.

- k. As this development is located within a trust fund area established by Saint Louis County, any portion of the traffic generation assessment contributions which remains following completion of

road improvements required by the development shall be retained in the appropriate trust fund.

1. The amount of the required contributions, if not submitted by January 1, 2013, shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accord with the construction cost index as determined by the Saint Louis County Department of Highways and Traffic.
- m. Traffic generation assessment contributions shall be deposited with Saint Louis County prior to the issuance of building permits. If development phasing is anticipated, the developer shall provide the traffic generation assessment contribution prior to issuance of building permits for each phase of development. Funds shall be payable to Treasurer, St. Louis County.
- n. Road improvements and right-of-way dedication shall be completed prior to the issuance of an occupancy permit. If development phasing is anticipated, the developer shall complete road improvements, right-of-way dedication, and access requirements for each phase of development as directed by the Saint Louis County Department of Highways and Traffic. As previously noted, the delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.
- o. Prior to Special Use Permit issuance by the Saint Louis County Department of Highways and Traffic, a special cash escrow or a special escrow supported by an Irrevocable Letter of Credit, must be established with the Saint Louis County Department of Highways and Traffic to guarantee completion of the required roadway improvements.
- p. Provide adequate temporary off-street parking for construction employees. Parking on non-surfaced areas shall be prohibited in order to eliminate the condition whereby mud from construction and employee vehicles is tracked onto the pavement causing hazardous roadway and driving conditions.

III. Specific Design Criteria: "C-8" Along Olive Street Road

1. The uses permitted in this "C-8" Planned Commercial District shall be limited to the following (based upon building group numbers supplied on the preliminary development plan):
 - a. building group F: offices, in addition a maximum of ten (10) percent of each building gross floor area may be utilized for cafeterias or personal services to serve the employees of said building; not to exceed 240,000 square feet;

- b. building groups G and H: offices and restaurants (one restaurant permitted in building group G and one restaurant permitted in building group H) not to exceed a combined total of 345,000 square feet;
 - i. Maximum size of any one building 300,000 square feet.
 - ii. Maximum footprint of any one building 50,000 square feet.
- c. building group I: offices, restaurant, one (1) service station, and two (2) hotels, day care center and kindergarten or nurse school not to exceed 150,000 square feet. At the time of the Site Development Plan approval, special consideration will be given to landscaping, architectural elevations and lighting at the northeast property line.
- d. The total build out for building groups F, G, H and I would be 500,000 square feet.
- e. In the event that building groups F, G, and H are developed as a single research / laboratory campus, including office, a maximum of 460,000 square feet shall be permitted on these building groups.
 - i. Maximum size of any one building 460,000 square feet.
 - ii. Maximum footprint of any one building 135,000 square feet.
 - iii. Total build out for building groups F, G, H, and I would be 610,000 square feet.
- f. The developer shall be responsible for providing all necessary right-of-way, easements, Temporary Slope Construction License, etc., as required for St. Louis County Project Number AR-1545. All onsite improvements shall be compatible with this project.

For building groups F, G, and H, the word "offices" shall also include the following: medical laboratories and scientific laboratories.

- 2. No parking areas, loading areas or structures, including internal drives except ingress and egress drive shall be located within the following landscaped setbacks:
 - a. Parcel VII:
 - i. Fifteen (15) feet of the proposed right-of-way of Chesterfield Parkway North and the future right-of-way of Olive Street Road;
 - ii. Two hundred (200) feet of the western property line within 1,200 feet of Olive Street Road right-of-way;

- iii. Thirty (30) feet of the remainder of the western property line.
- b. Parcel VIII:
 - i. For the uses: offices, restaurant, service station, and hotel:
 - a. Fifteen (15) feet of all roadway rights-of-way and the northwestern property line;
 - b. Thirty (30) feet of the northeastern property line.
 - ii. For the uses: day care center and kindergarten or nursery school:
 - a. Thirty (30) feet of Chesterfield Parkway West roadway right-of-way and the northwestern property line;
 - b. Thirty (30) feet of the northeastern property line.
 - c. Fifteen (15) feet along the Hilltown Village Center right-of-way.
- 3. No building shall be located within the following setbacks:
 - a. Parcel VII:
 - i. Twenty (20) feet of Chesterfield Parkway North right-of-way;
 - ii. Seventy-five (75) feet of the future right-of-way of Olive Street Road;
 - iii. Two hundred (200) feet of the western property line within 1,200 feet of Olive Street Road;
 - iv. Thirty (30) feet of the remainder of the western property line.
 - b. Parcel VIII:
 - i. For the uses: offices, restaurant, service station, and hotel:
 - a. Twenty (20) feet of all roadway rights-of-way and the northwestern property line;
 - b. Thirty (30) feet of the northeastern property line.
 - ii. For the uses: day care center and kindergarten or nursery school:
 - a. Thirty-five (35) feet of all roadway rights-of-way and the northwestern property line;

- b. Thirty-five (35) feet of the northeastern property line.
4. The following shall be the maximum allowable height for structures:
 - a. building group F: four (4) floors;
 - b. building group G: eight (8) floors;
 - c. building group H: four (4) floors;
 - d. building group I: three (3) floors.
5. The uses listed below shall only be allowed with the following described setbacks:
 - a. the singular allowable eight (8) story building in building group G shall be situated within 500 feet of Chesterfield Parkway North right of way.
 - b. the four (4) story building allowed in building group H shall be located within 300 feet of Chesterfield Parkway North and within 300 feet of Olive Street Road rights-of-way;
 - c. the permitted service station in building group I shall be located within 200 feet of Chesterfield Parkway North and within 200 feet of Henry Hoch Road rights-of-way;
 - d. the permitted restaurant in building group I shall be located within 300 feet of Chesterfield Parkway North right-of-way.
6. In addition to requirements elsewhere in this ordinance and requirements of the City of Chesterfield City Code, the following are additional requirements for building group I on which a daycare is developed:
 - a. The uses of day care center and kindergarten or nurse school shall have a minimum of 30% open space.
 - b. Landscape and Tree Requirements
 - i. Parcel VIII, Building Group I shall adhere to the Landscape and Tree Preservation Requirements of the City of Chesterfield Code.
 - c. Access to this development from Chesterfield Parkway West shall be via the one (1) existing entrance, as directed by the St. Louis County Department of Transportation and City of Chesterfield. No new access from Chesterfield Parkway West shall be permitted.
 - d. If required sight distance cannot be provided at the access locations, acquisition of right-of-way, reconstruction of pavement

including correction to the vertical alignment and other off-site improvements may be required to provide adequate sight distance as directed by the St. Louis County Department of Transportation.

- e. Installation of Landscaping and Ornamental Entrance Monument or Identification Signage construction shall be reviewed by the St. Louis County Department of Transportation for sight distance consideration and approved prior to installation or construction.
- f. The developer is advised that utility companies will require compensation for relocation of their facilities within public road right-of-way. Utility relocation cost shall not be considered as an allowable credit against the petitioner's traffic generation assessment contributions. The developer should also be aware of extensive delays in utility company relocation and adjustments. Such delays will not constitute a cause to allow occupancy prior to completion of road improvements.