



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Monday, November 15, 2021
6:15PM**

I. Appointments – Mayor Bob Nation

II. Council Committee Reports

A. Planning and Public Works Committee – Chairperson Mary Monachella,
Ward I

- 1. Bill No. 3365 - P.Z. 05-2021 Chesterfield Airport Service (17909 & 17947 Chesterfield Airport Road)** – An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of an existing "M3" Planned Industrial District and "PI" Planned Industrial District to a new "PI" Planned Industrial District for a tract of land totaling 1.005 acres located north of the intersection of Chesterfield Airport Road and Cepi Drive [P.Z. 05-2021 Chesterfield Airport Service (17909 & 17947 Chesterfield Airport Road)] **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval**
- 2. Bill No. 3366 - Burkhardt Place Parking Restriction** – An ordinance amending Title III, Schedule VII Parking Restrictions of the Chesterfield City Code of Ordinances by adding provisions thereto to restrict parking on Burkhardt Place **(Second Reading) Planning & Public Works Committee recommends approval**
- 3. Bill No. 3367 - Burkhardt Place Designation as a Through Street** – An ordinance amending Title III, Schedule IV Through Highways, Roads or Streets of the Chesterfield City Code of Ordinances by adding Burkhardt Place to said Schedule IV **(Second Reading) Planning & Public Works Committee recommends approval**
- 4. Next Meeting – Thursday, November 18, 2021 (5:30pm)**

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

- 1. F&A Committee of the Whole Meeting Minutes** – November 8, 2021

- 2. Bill No. 3368 – Ward Boundaries** – An ordinance repealing ordinance 1802 in its entirety and adopting a new ordinance establishing the wards and ward boundaries of the City of Chesterfield **(Second Reading) Finance and Administration Committee recommends approval**

3. Next Meeting – Not yet scheduled

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

- 1. Central Park eight-acre Conceptual Plan** – Approval of the Central Park Master plan and to proceed with improvements to Park Circle Drive, Lighting, Sidewalks, Pickleball courts and parking. Funding for the Pickleball courts is provided through the ARPA strategy and other improvements are financed by the Certificate of Participation proceeds authorized with the land acquisition **(Voice Vote)**

2. Next Meeting – Not yet scheduled

D. Public Health and Safety Committee – Chairperson Tom DeCampi, Ward IV

1. Next Meeting – Not yet scheduled

III. Report from the City Administrator & Other Items Requiring Action by City Council – Mike Geisel

IV. Other Legislation

- A. Bill No. 3370 - Chesterfield Airport Service (Enterprise)** - Boundary Adjustment Plat – An ordinance providing for the approval of a Boundary Adjustment Plat for a 1.005-acre tract of land located north of the intersection of Chesterfield Airport Road and Cepi Drive (17V520082, 17V520071) **(First & Second Readings) Department of Planning recommends approval**
- B. Bill No. 3371 - Chesterfield Blue Valley, Lots 1G-1H – Boundary Adjustment Plat** – An ordinance providing for the approval of a Boundary Adjustment Plat for a tract of land totaling 10.3 acres zoned “PC” Planned Commercial District located along the east side of Outlet Boulevard, north of its intersection with Olive Street Road **(First & Second Readings) Department of Planning recommends approval**
- C. Bill No. 3372 – Wildhorse Village – Record Plat** – An ordinance providing for the approval of a Record Plat and Escrow Agreements for Wildhorse Village, a 78.4 acre tract of land zoned PC&R Planned Commercial and

Residence District located south of Wild Horse Creek Road, west of Chesterfield Parkway, and north and east of Burkhardt Place **(First & Second Readings) Department of Planning recommends approval**

D. Bill No. 3373 – Wildhorse Village – Vacation of Easements – An ordinance partially vacating 6 storm water and drainage easements as recorded in Plat Book 166, Page 84, Deed Book 8484, Page 860 and Plat Book 354, Page 865 of the St. Louis County Records, located in tracts of land located in U.S. Surveys 123, 415 and 2031 Township 45 North, Range 4 east of the 15th Principle Meridian, City of Chesterfield, St. Louis County, Missouri **(First & Second Readings) Department of Planning recommends approval**

V. Unfinished Business

VI. New Business

VII. 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.



AGENDA
CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Monday, November 15, 2021
7:00PM

- I. CALL TO ORDER** – Mayor Bob Nation
- II. PLEDGE OF ALLEGIANCE** – Mayor Bob Nation
- III. MOMENT OF SILENT PRAYER** – Mayor Bob Nation
- IV. ROLL CALL** – City Clerk Vickie McGownd
- V. APPROVAL OF MINUTES** – Mayor Bob Nation
 - A. City Council Meeting Minutes** – November 1, 2021
- VI. INTRODUCTORY REMARKS** – Mayor Bob Nation
 - A. Thursday, November 18, 2021 – Planning & Public Works (5:30pm)**
 - B. Monday, November 22, 2021 – Planning Commission (7pm)**
 - C. Thursday, November 25 and Friday, November 26, 2021 – City Hall closed in observance of Thanksgiving**
 - D. Monday, December 6, 2021 – City Council Meeting (7pm)**
 - E. Tuesday, December 7, 2021 – Candidate Filing Opens (8:00am) – Candidate Filing Closes at 5:00pm on December 28, 2021**
- VII. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation
- VIII. APPOINTMENTS** – Mayor Bob Nation

IX. COUNCIL COMMITTEE REPORTS

A. Planning and Public Works Committee – Chairperson Mary Monachella, Ward I

- 1. Bill No. 3365 - P.Z. 05-2021 Chesterfield Airport Service (17909 & 17947 Chesterfield Airport Road) –** An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of an existing "M3" Planned Industrial District and "PI" Planned Industrial District to a new "PI" Planned Industrial District for a tract of land totaling 1.005 acres located north of the intersection of Chesterfield Airport Road and Cepi Drive [P.Z. 05-2021 Chesterfield Airport Service (17909 & 17947 Chesterfield Airport Road)] **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval**
- 2. Bill No. 3366 - Burkhardt Place Parking Restriction –** An ordinance amending Title III, Schedule VII Parking Restrictions of the Chesterfield City Code of Ordinances by adding provisions thereto to restrict parking on Burkhardt Place **(Second Reading) Planning & Public Works Committee recommends approval**
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- 1. F&A Committee of the Whole Meeting Minutes –** November 8, 2021
- 2. Bill No. 3368 – Ward Boundaries –** An ordinance repealing ordinance 1802 in its entirety and adopting a new ordinance establishing the wards and ward boundaries of the City of Chesterfield **(Second Reading) Finance and Administration Committee recommends approval**
- 3. Next Meeting – Not yet scheduled**

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

- 1. Central Park eight-acre Conceptual Plan –** Approval of the Central Park Master plan and to proceed with improvements to Park Circle Drive, Lighting, Sidewalks, Pickleball courts and parking. Funding for the

Pickleball courts is provided through the ARPA strategy and other improvements are financed by the Certificate of Participation proceeds authorized with the land acquisition **(Voice Vote)**

2. Next Meeting – Not yet scheduled

D. Public Health and Safety Committee – Chairperson Tom DeCampi, Ward IV

1. Next Meeting – Not yet scheduled

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

XI. OTHER LEGISLATION

- A. Bill No. 3370 - Chesterfield Airport Service (Enterprise) - Boundary Adjustment Plat** – An ordinance providing for the approval of a Boundary Adjustment Plat for a 1.005-acre tract of land located north of the intersection of Chesterfield Airport Road and Cepi Drive (17V520082, 17V520071) **(First & Second Readings) Department of Planning recommends approval**
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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.*

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AGENDA REVIEW – MONDAY 11/15/2021 – 6:15 PM

An AGENDA REVIEW meeting has been scheduled to start at **6:15 PM, on Monday, November 15, 2021.**

Please let me know, ASAP, if you will be unable to attend this meeting.

City of Chesterfield
Excess Checks (=> \$5,000)
October 2021

DATE	CHECK #	VENDOR	DESCRIPTION	CHECK AMT	FUND
10/7/2021	47877	G. R. ROBINSON SEED	FIELD MARK CHALK, RXN, SOIL BUILDER, FESCUE	\$ 9,518.00	119
10/7/2021	47888	METROPOLITAN ST. LOUIS SEWER DISTRICT	16365 LYDIA HILL DR, ACCT #0472321-9	17,294.49	119
10/14/2021	47911	AMEREN MISSOURI	17925 NORTH OUTER FORTY, CONCESSION B, ACCT# 0153089010	6,603.61	119
10/14/2021	47913	AMEREN MISSOURI	17925 NORTH OUTER FORTY, CONCESSION D/E, ACCT 5798504112	6,038.51	119
10/14/2021	47926	JB SOUND	SOUND CREW - 7/24, 8/14, 8/28 AND 9/25/2021, TECH AND SMOKE CONSOLE & LABOR - MOVIE NIGHTS 8/11 AND 8/13/2021, SOUND CREW - GROVE THANG 4TH OF JULY FIREWORK SHOW	8,300.00	119
10/25/2021	47987	MISSOURI AMERICAN WATER COMPANY	17925 N OUTER 40, ACCT #1017-210013295212	14,590.06	119
10/25/2021	47994	MISSOURI AMERICAN WATER COMPANY	16365 LYDIA HILL DR, ACCT #1017-210013295038	22,751.36	119
10/25/2021	48006	THE PUBLIC RESTROOM COMPANY	RESTROOM IN LOGAN PARK	45,771.00	119
10/28/2021	48021	SITE ONE LANDSCAPE SUPPLY, LLC	IRRIGATION MAINTENANCE SUPPLIES, SEED	10,782.37	119
10/1/2021	64780	DELTA DENTAL OF MO LOCKBOX	OCTOBER 2021 DENTAL HIGH & LOW OPTION INSURANCE PREMIUMS	12,989.25	001
10/1/2021	64783	ST. LOUIS AREA HEALTH INSURANCE TRUST-MEDICAL	OCTOBER 2021 HEALTH INSURANCE PREIMUMS	182,406.39	001
10/1/2021	64785	THE HARTFORD-PRIORITY ACCOUNTS	OCTOBER 2021 LIFE, LTD AND STD INSURANCE PREMIUMS	11,374.13	001
10/7/2021	64809	GAMMA TREE EXPERTS	2021 STUMP GRINDING	8,372.50	120
10/7/2021	64818	LEON UNIFORM CO., INC.	UNIFORMS (11), FLASHLIGHTS, BALLISTIC VEST	5,173.00	121
10/7/2021	64819	LIFT RITE, INC.	SIDWALK LIFTS	5,940.00	001
10/7/2021	64842	SUPERIOR WATERPROOFING & RESTORATION CO., INC.	2021 CITY HALL RECAULKING	8,549.00	001
10/7/2021	64850	TSI TECHNOLOGY SOLUTIONS, LLC	REPLACE A/V PROJECTOR	7,572.39	001
10/14/2021	64854	AMEREN MISSOURI	690 CHESTERFIELD PKWY W-0627147004	17,735.09	001
10/14/2021	64873	ENERGY PETROLEUM CO.	REGULAR RFG GASOLINE, #2 DIESEL ULTRA LS, MID RFG GASOLINE 89 OCT	21,147.69	001
10/14/2021	64888	LAMKE TRENCHING & EXCAVATING, INC.	2021 SIDEWALK REPLACEMENT PROJECT B	113,790.05	120
10/14/2021	64897	MISSOURI AMERICAN WATER COMPANY	690 CHESTERFIELD PKWY W-1017-210014663856	5,001.12	001
10/14/2021	64914	TREASURER-ST. LOUIS COUNTY	POLICE COMMUNICATIONS	16,937.19	121
10/25/2021	64925	AUTOMOTIVE TECHNOLOGY INC	INSTALL NEW LUBE HOSE REELS	9,650.00	001
10/25/2021	64931	CONCRETE STRATEGIES	WILDHORSE PARKWAY BRIDGE DECK OVERLAY	150,520.23	120
10/25/2021	64943	GAMMA TREE EXPERTS	2021 STUMP GRINDING	7,360.00	120
10/25/2021	64947	HORNER & SHIFRIN INC.	EBERWEIN PARK TRAILS-DESIGN SERVICES	5,723.04	120
10/25/2021	64951	LAMKE TRENCHING & EXCAVATING, INC.	2021 SIDEWALK REPLACEMENT PROJECT B	13,458.05	120
10/25/2021	64959	PNC BANK	09/20/2021 - 10/17/2021 PNC CHARGES	13,100.75	001
10/25/2021	64969	ST. LOUIS AREA HEALTH INSURANCE TRUST-MEDICAL	NOVEMBER 2021 HEALTH INSURANCE PREMIUMS	183,568.03	001
10/25/2021	64972	TIMBERLINE PROFESSIONAL TREE CARE	2021 STREET TREE REMOVAL	27,615.00	001
10/28/2021	64984	BONHOMME PRESBYTERIAN CHURCH	TREE PROTECTION SURETY REFUND- BONHOMME PRESBYTERIAN CHURCH	6,400.00	808
10/28/2021	64985	DELTA DENTAL OF MISSOURI	NOVEMBER 2021 DENTAL HIGH & LOW OPTION INSURANCE PREMIUMS	11,686.84	001
				<u>\$ 987,719.14</u>	

Respectfully submitted by,
John Hughes, Assistant Finance Director



<u>Fund Legend</u>	
General Fund	001
Sewer lateral fund	110
Parks	119
Capital Improvements	120
Public Safety	121
ARPA	137
Trust & Agency	808



RECORD OF PROCEEDING

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

NOVEMBER 1, 2021

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

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

A roll call was taken with the following results:

PRESENT

ABSENT

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

APPROVAL OF MINUTES

The minutes of the October 18, 2021 City Council meeting were submitted for approval. Councilmember McGuinness made a motion, seconded by Councilmember Budoor, to approve the October 18, 2021 City Council minutes, including the change in verbiage regarding the policy for radar enforcement on Interstate 64. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

INTRODUCTORY REMARKS

Mayor Nation announced that City Hall will be closed on Thursday, November 11, in observance of Veteran's Day.

Mayor Nation announced that the next meeting of City Council is scheduled for Monday, November 15, at 7 p.m.

COMMUNICATIONS AND PETITIONS

Mr. Ron Gibbs (341 Strawbridge Drive), President of Chesterfield Baseball and Softball Association (CBSA), provided an update to City Council relative to the CBSA operations at the Chesterfield Valley Athletic Complex (CVAC).

APPOINTMENTS

There were no appointments.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning/Public Works Committee

Bill No. 3365 Amends the Unified Development Code of the City of Chesterfield by changing the boundaries of an existing "M3" Planned Industrial District and "PI" Planned Industrial District to a new "PI" Planned Industrial District for a tract of land totaling 1.005 acres located north of the intersection of Chesterfield Airport Road and Cepi Drive [P.Z. 05-2021 Chesterfield Airport Service (17909 & 17947 Chesterfield Airport Road)] **(First Reading) Planning & Public Works Committee recommends approval**

Councilmember Mary Monachella, Chairperson of the Planning/Public Works Committee, made a motion, seconded by Councilmember Hurt, for the first reading of Bill No. 3365. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3365 was read for the first time.

Bill No. 3366 Amends Title III, Schedule VII Parking Restrictions of the Chesterfield City Code of Ordinances by adding provisions thereto to restrict parking on Burkhardt Place **(First Reading) Planning & Public Works Committee recommends approval**

Councilmember Monachella made a motion, seconded by Councilmember McGuinness, for the first reading of Bill No. 3366. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3366 was read for the first time.

Bill No. 3367 Amends Title III, Schedule IV Through Highways, Roads or Streets of the Chesterfield City Code of Ordinances by adding Burkhardt Place to said Schedule IV **(First Reading) Planning & Public Works Committee recommends approval**

Councilmember Monachella made a motion, seconded by Councilmember Moore, for the first reading of Bill No. 3367. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3367 was read for the first time.

Councilmember Monachella made a motion, seconded by Councilmember McGuinness, to approve the liquor license request for First Watch (120 Hilltown Village Center), located within 100 feet of a daycare. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Monachella announced that the next meeting of this Committee, scheduled for Thursday, November 4, at 5:30 p.m., has been cancelled.

Finance and Administration Committee

Bill No. 3358 Adopts and implements revisions to the City of Chesterfield employee salary administration manual **(Second Reading) Finance and Administration Committee recommends approval**

Councilmember Michael Moore, Chairperson of the Finance and Administration Committee, made a motion, seconded by Councilmember Budoor, for the second reading of Bill No. 3358. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3358 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3358 with the following results: Ayes – Monachella, Moore, Wahl, Mastorakos, Budoor, DeCampi, McGuinness and Hurt. Nays – None. Whereupon Mayor Nation declared Bill No. 3358 approved, passed it and it became **ORDINANCE NO. 3163**.

Bill No. 3368 Repeals ordinance 1802 in its entirety and adopts a new ordinance establishing the wards and ward boundaries of the City of Chesterfield **(First Reading) Finance and Administration Committee recommends approval**

Councilmember Moore made a motion, seconded by Councilmember McGuinness, for the first reading of Bill No. 3368. A voice vote was taken with an affirmative result (Councilmember Wahl voted “No”) and the motion was declared passed. Bill No. 3368 was read for the first time.

Councilmember Moore announced that the next meeting of this Committee is scheduled for Monday, November 8, at 5:30 p.m., as a Committee of the Whole Budget Workshop #2.

Parks, Recreation & Arts Committee

Councilmember Mary Ann Mastorakos, Chairperson of the Parks, Recreation & Arts Committee, announced that this committee met on October 27 and action items from that meeting will be addressed at the next City Council meeting.

Public Health & Safety Committee

Bill No. 3362 Repeals and replaces City of Chesterfield Ordinance 2952 to update the requirements for deer control policy and deer hunting regulations
(Second Reading) Public Health and Safety Committee recommends approval

Councilmember Tom DeCampi, Chairperson of the Public Health & Safety Committee, made a motion, seconded by Councilmember Wahl, for the second reading of Bill No. 3362. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3362 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3362 with the following results: Ayes – Moore, Mastorakos, McGuinness, Wahl, Monachella, Hurt, Budoor and DeCampi. Nays – None. Whereupon Mayor Nation declared Bill No. 3362 approved, passed it and it became **ORDINANCE NO. 3164.**

Bill No. 3363 Repeals and replaces City of Chesterfield Ordinance 88 to update the prohibition of fireworks within the corporate limits of the City of Chesterfield pursuant to Section 320.21 Revised Missouri Statutes
(Second Reading) Public Health and Safety Committee recommends approval. Blue Sheet Amendment recommended by City Attorney

Councilmember DeCampi made a motion, seconded by Councilmember Moore, for the second reading of Bill No. 3363, as amended by the blue sheet amendment. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3363 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3363 with the following results: Ayes – DeCampi, Moore, Budoor, McGuinness, Wahl, Hurt, Monachella and Mastorakos. Nays – None. Whereupon Mayor Nation declared Bill No. 3363 approved, passed it and it became **ORDINANCE NO. 3165.**

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel reported that Staff is recommending award of a contract for Wilson Avenue Design Services. Based upon review of information provided by Director of Public Works/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending award of a contract to Oates Associates, Incorporated in an amount not to exceed \$310,000. The preliminary design will be presented to the public at a public

meeting prior to submittal of a grant application in February. Councilmember Monachella made a motion, seconded by Councilmember Moore, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Monachella, McGuinness, Mastorakos, Hurt, Wahl and Moore. Nays – DeCampi and Budoor. Whereupon Mayor Nation declared the motion passed.

OTHER LEGISLATION

Bill No. 3364 Amends Chapter 600, Article II, Section 1 of the City of Chesterfield Municipal Code to revise language pertaining to liquor license requirements **(Second Reading) Department of Planning recommends approval**

Councilmember Budoor made a motion, seconded by Councilmember Moore, for the second reading of Bill No. 3364. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3364 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3364 with the following results: Ayes – Wahl, McGuinness, Hurt, Budoor, Moore, Mastorakos, DeCampi and Monachella. Nays – None. Whereupon Mayor Nation declared Bill No. 3364 approved, passed it and it became **ORDINANCE NO. 3166**.

Bill No. 3369 Approves the installation of thirteen (13) fire hydrants at Wildhorse Village located within the City of Chesterfield **(First & Second Readings) Department of Public Works recommends approval**

Councilmember Mastorakos made a motion, seconded by Councilmember Budoor, for the first reading of Bill No. 3369. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3369 was read for the first time.

Councilmember Moore made a motion, seconded by Councilmember Mastorakos, for the second reading of Bill No. 3369. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3369 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3369 with the following results: Ayes – Hurt, Budoor, Wahl, Monachella, McGuinness, Mastorakos, DeCampi and Moore. Nays – None. Whereupon Mayor Nation declared Bill No. 3369 approved, passed it and it became **ORDINANCE NO. 3167**.

UNFINISHED BUSINESS

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

NEW BUSINESS

There was no new business.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:39 p.m.

Mayor Bob Nation

ATTEST:

Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____

UPCOMING MEETINGS/EVENTS

Thursday, November 18, 2021 – Planning & Public Works (5:30pm)

Monday, November 22, 2021 – Planning Commission (7pm)

Thursday, November 25 and Friday, November 26, 2021 – City Hall closed in observance of Thanksgiving

Monday, December 6, 2021 – City Council Meeting (7pm)

Tuesday, December 7, 2021 – Candidate Filing Opens (8:00am) – Candidate Filing Closes at 5:00pm on December 28, 2021

COMMUNICATIONS AND PETITIONS

APPOINTMENTS

There are no appointments scheduled for Monday's meeting.

PLANNING AND PUBLIC WORKS COMMITTEE

Chair: Councilmember Monachella

Vice-Chair: Councilmember Hurt

Bill No. 3365 - P.Z. 05-2021 Chesterfield Airport Service (17909 & 17947 Chesterfield Airport Road) – An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of an existing "M3" Planned Industrial District and "PI" Planned Industrial District to a new "PI" Planned Industrial District for a tract of land totaling 1.005 acres located north of the intersection of Chesterfield Airport Road and Cepi Drive [P.Z. 05-2021 Chesterfield Airport Service (17909 & 17947 Chesterfield Airport Road)] **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval**

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NEXT MEETING

The next meeting of the Planning and Public Works Committee is scheduled for Thursday, November 18, 2021, at 5:30 pm.

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

BILL NO. 3365

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF AN “M3” PLANNED INDUSTRIAL DISTRICT AND “PI” PLANNED INDUSTRIAL DISTRICT TO A NEW “PI” PLANNED INDUSTRIAL DISTRICT FOR A 1.005 ACRE TRACT OF LAND AT 17909 AND 17947 CHESTERFIELD AIRPORT ROAD, LOCATED NORTH OF THE INTERSECTION OF CHESTERFIELD AIRPORT ROAD AND CEPI DRIVE. (P.Z. 05-2021 Chesterfield Airport Service {Enterprise} 17V520082, 17V520071).

WHEREAS, the petitioner, Stock and Associates, has requested a change in zoning from the “M3” Planned Industrial District and “PI” Planned Industrial District to a new “PI” Planned Industrial District for a 1.005-acre tract of land at 17909 and 17947 Chesterfield Airport Road, located north of the intersection of Chesterfield Airport Road and Cepi Drive; and,

WHEREAS, a Public Hearing was held before the Planning Commission on July 12, 2021; and,

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

WHEREAS, the Planning and Public Works Committee, having considered said request, recommended approval of the change of zoning as requested; 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 “PI” Planned Industrial District for a 1.005 acre tract of land located at 17909 and 17947 Chesterfield Airport Road and as described as follows:

A tract of land being located in U.S. Survey 150 and being part of Lots 1 and 2 of Subdivision of Richard H. Stevens Farm, Township 45 North, Range 3 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Commencing at the southeast corner of Chesterfield Valley Center Plat Five a subdivision according to the plat thereof as recorded in Plat Book 349, Page 179 of the St. Louis County records, said point also being located on the north right-of-way line of Chesterfield Airport Road, variable width; thence along said right-of-way line South 82 degrees 38 minutes 38 seconds East, 315.61 feet to the southwest corner of a tract of land as conveyed to Phase II Investments, LLC by instrument recorded in Book 19878, Page 404 of above said records, said point also being the POINT OF BEGINNING of the herein described tract: thence along the west line of said Phase II Investments, LLC tract and its direct northeasterly prolongation, North 07 degrees 21 minutes 22 seconds East, 225.11 feet; thence South 82 degrees 38 minutes 38 seconds East, 166.00 feet to the beginning of a non-tangential curve to the right, having a radius of 219.92 feet; thence along said curve with an arc length of 108.73 feet and a chord which bears South 11 degrees 03 minutes 43 seconds East, 107.62 feet; thence South 07 degrees 21 minutes 22 seconds West, 123.00 feet to the north right-of-way line of above said Chesterfield Airport Road, thence along said right-of-way line, North 82 degrees 38 minutes 38 seconds West, 200.00 feet to the POINT OF BEGINNING. Containing 43,767.09 square feet or 1.0048 acres, more or less.

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 Stock and Associates in P.Z. 05-2021, 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 12th day of July, 2021, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield

under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

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

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

Passed and approved this _____ day of _____, 2021

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 11/01/2021

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 “PI” District shall be:
 - a. Automobile Dealership
 - b. Automobile Detailing Shop
 - c. Automobile Retail Supply
 - d. Automobile Storage
 - e. Car Wash
 - f. Car Wash, Industrial
 - g. Car Wash, Self-Service
 - h. Financial Institution, No Drive-Thru
 - i. Motorcycle, ATV, and Similar Motor Vehicles Dealership
 - j. Motorcycle, ATV, and Similar Motor Vehicles Storage
 - k. Office – Dental
 - l. Office – General
 - m. Office – Medical
 - n. Oil Change Facility
 - o. Research Laboratory and Facility
 - p. Trucks, Trailers, Construction Equipment and Agricultural Equipment Outdoor Storage
 - q. Trucks, Trailers, Construction Equipment and Agricultural Equipment Sales, Rental, and Leasing

- r. Vehicle Repair and Service Facility
- 2. Hours of Operation.
 - a. Hours of operation for this “PI”—Planned Industrial District shall not be restricted.
- 3. 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. Height
 - a. The maximum height of the building, exclusive of roof screening, shall not exceed thirty feet (30’).
- 2. Building Requirements
 - a. A minimum of 35% open space is required for 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 fence no taller than eight feet (8’) in height, a freestanding project identification sign, light standards, or flag poles will be located within the following setbacks:

- a. Thirty feet (30’) from the right-of-way of Chesterfield Airport Road on the south boundary of the Planned Industrial (“PI”) District.
- b. Ten feet (10’) from the west boundary of the Planned Industrial “PI” District.
- c. Twenty-five feet (25’) from the north boundary of the “PI” District.
- d. Nine feet (9’) from the east boundary of the “PI” District.

2. Parking Setbacks

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

- a. Nine feet (9’) from the right-of-way of Chesterfield Airport Road on the south boundary of the Planned Industrial (“PI”) District to accommodate existing conditions of the site. Future redevelopment of the site will require thirty feet (30’) from the right-of-way of Chesterfield Airport Road on the south boundary of the Planned Industrial (“PI”) District.

- b. Ten feet (10') from the west boundary of the Planned Industrial "PI" District.
- c. Ten feet (10') from the south boundary of the "PI" District.
- d. Nine feet (9') from the east boundary of the "PI" District.

D. PARKING AND LOADING REQUIREMENTS

- 1. Parking and loading spaces for this development will be as required in the City of Chesterfield Code.
- 2. 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.
- 3. Parking lots shall not be used as streets.
- 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

- 1. Nine feet (9') of a landscape buffer is required from the right-of-way of Chesterfield Airport Road on the south boundary of the Planned Industrial ("PI") District to accommodate the existing site conditions. Future redevelopment of the site requires thirty feet (30') of a landscape buffer as required per City of Chesterfield Code.
- 2. The development shall adhere to all other the Landscape and Tree Preservation Requirements of the City of Chesterfield Code.

F. SIGN REQUIREMENTS

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

G. LIGHT REQUIREMENTS

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

H. ARCHITECTURAL

1. The 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 St. Louis County road right-of-way and improvements within County road right-of-way shall be as directed by St. Louis County Department of Transportation and the City of Chesterfield.
2. Access to the development shall be as shown on the Preliminary Development Plan and adequate sight distance shall be provided, as directed by the City of Chesterfield, the Missouri Department of Transportation and St. Louis County Department of Transportation, as applicable.
3. If adequate sight distance cannot be provided at the access location(s), acquisition of right-of-way, reconstruction of pavement and other off-site improvements may be required to provide the required sight distance as required by the City of Chesterfield and the agency in control of the right of way off which the access is proposed.
4. One existing curb cut on Chesterfield-Airport Road shall be closed prior to MZA approval. Access to the site from Chesterfield-Airport Road shall be limited to one curb cut until the future Sentrus Place road is constructed. Once Sentrus Place is constructed, the second access to Chesterfield-Airport Road shall be closed and site access will be via Sentrus Place only. The location of the driveway connection to Sentrus Place shall meet City of Chesterfield access management standards.
5. Cross access easements shall be provided to the properties to the north and to the west.
6. Provide access to the future roadway to the east of the subject property as shown on the Preliminary Development Plan. Access shall be constructed once the Sentrus Place public street is in place. Once the required connection is made, the existing access off of Chesterfield Airport Road shall be removed.

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 agency in control of the right of way off of which the entrance is constructed. 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. Provide street connections to the adjoining properties as directed by the City of Chesterfield. Stub street signage, in conformance with Article 04-09 of the Unified Development Code of the City of Chesterfield, shall be posted within 30 days of the street pavement being placed.
4. Provide a 5-foot-wide sidewalk, conforming to ADA standards, along all frontages of the site. 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 6-foot-wide sidewalk, maintenance and utility easement dedicated to the City of Chesterfield.
5. Obtain approvals from the City of Chesterfield 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.
6. Additional right-of-way and road improvements shall be provided, as required by the Missouri Department of Transportation and the City of Chesterfield.

K. TRAFFIC STUDY

1. Provide a traffic study as directed by the City of Chesterfield and/or St. Louis County. The scope of the study shall include internal and external circulation and may be limited to site specific impacts, such as the need for additional lanes, entrance configuration, geometrics, sight distance, traffic signal modifications or other improvements required, as long as the density of the proposed development falls within the parameters of the City's traffic model. Should the density be other than the density assumed in the model, regional issues shall be addressed as directed by the City of Chesterfield.
2. Provide a sight distance evaluation report, as required by the City of Chesterfield, for the proposed entrance onto Chesterfield Airport 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 Missouri Department of Transportation.

L. POWER OF REVIEW

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

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 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 or issuance of building permits exceeding sixty (60%) of the approved dwelling units in each plat, watershed or phase of residential developments. The location and types of storm water management facilities shall be identified on all Site Development Plans.
3. 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.
4. Offsite storm water shall be picked up and piped to an adequate natural discharge point. Such bypass systems must be adequately designed.
5. The lowest opening of all structures shall be set at least one (1) foot higher than the one hundred (100) year high water elevation in detention/retention facilities. All structures shall be set at least 30 feet horizontally from the limits of the one hundred (100) year high water.
6. 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.
7. The developer shall be responsible for construction of any required storm water improvements per the Chesterfield Valley Master Storm Water Plan, as applicable, and shall coordinate with the owners of the properties affected by construction of the required improvements. In the event that the ultimate required improvements cannot be constructed concurrently with this development, the developer shall provide interim drainage facilities and establish sufficient escrows as guarantee of future construction of the required improvements, including removal of interim facilities. Interim facilities shall be sized to handle runoff from the 100-year, 24-hour storm event as produced by the Master Storm Water Plan model. The interim facilities shall provide positive drainage and may include a temporary pump station, if necessary. Interim

facilities shall be removed promptly after the permanent storm water improvements are constructed.

8. The developer may elect to propose alternate geometry, size and/or type of storm water improvements that are functionally equivalent to the required improvements per the Chesterfield Valley Master Storm Water Plan. Functional equivalence is said to be achieved when, as determined by the Public Works Director, the alternate proposal provides the same hydraulic function, connectivity, and system-wide benefits without adversely affecting any of the following: water surface profiles at any location outside the development; future capital expenditures; maintenance obligations; equipment needs; frequency of maintenance; and probability of malfunction. The City will consider, but is not obligated to accept, the developer's alternate plans. If the Public Works Director determines that the developer's proposal may be functionally equivalent to the Chesterfield Valley Master Storm Water Plan improvements, hydraulic routing calculations will be performed to make a final determination of functional equivalence. The Director will consider the developer's proposal, but is not obligated to have the hydraulic analysis performed if any of the other criteria regarding functional equivalence will not be met. The hydraulic routing calculations regarding functional equivalence may be performed by a consultant retained by the City of Chesterfield. The developer shall be responsible for all costs related to consideration of an alternate proposal, which shall include any costs related to work performed by the consultant.
9. The developer shall provide all necessary Chesterfield Valley Storm Water Easements to accommodate future construction of the Chesterfield Valley Master Storm Water Plan improvements, and depict any and all Chesterfield Valley Master Storm Water Plan improvements on the Site Development Plan(s) and Improvement Plans. Maintenance of the required storm water improvements shall be the responsibility of the property owner unless otherwise noted.
10. All Chesterfield Valley Master Storm Water Plan improvements, as applicable, shall be operational prior to the paving of any driveways or parking areas unless otherwise approved.

N. SANITARY SEWER

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

O. GEOTECHNICAL REPORT

Prior to Site Development Plan approval, the developer shall provide a geotechnical report, prepared by a registered professional engineer licensed to practice in the State of Missouri, as directed by the City of Chesterfield. The report

shall verify the suitability of grading and proposed improvements with soil and geologic conditions and address the existence of any potential sinkhole, ponds, dams, septic fields, etc., and recommendations for treatment. A statement of compliance, signed and sealed by the geotechnical engineer preparing the report, shall be included on all Site Development Plans and Improvement Plans.

P. MISCELLANEOUS

1. Outdoor storage shall be fully screened.
2. All utilities will be installed underground.
3. An opportunity for recycling will be provided in accordance with City Code.
4. 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 Highways and Traffic. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.
5. Prior to record plat approval, the developer shall cause, at his expense and prior to the recording of any plat, the reestablishment, restoration or appropriate witnessing of all Corners of the United States Public Land Survey located within, or which define or lie upon, the out boundaries of the subject tract in accordance with the Missouri Minimum Standards relating to the preservation and maintenance of the United States Public Land Survey Corners, as necessary.
6. Prior to final release of subdivision construction deposits, the developer shall provide certification by a registered land surveyor that all monumentation depicted on the record plat has been installed and United States Public Land Survey Corners have not been disturbed during construction activities or that they have been reestablished and the appropriate documents filed with the Missouri Department of Natural Resources Land Survey Program, as necessary.
7. If any development in, or alteration of, the floodplain is proposed, the developer shall submit a Floodplain Study and Floodplain Development Permit/Application to the City of Chesterfield and the City of Wildwood for approval. The Floodplain Study must be approved by the City of Chesterfield prior to the approval of the Site Development Plan, as directed. The Floodplain Development Permit must be approved prior to the approval of a grading permit or improvement plans. If any change in the location of the Special Flood Hazard Area is proposed, the Developer shall be required to obtain a Letter of Map Revision (LOMR) from the Federal Emergency Management Agency. The

LOMR must be issued by FEMA prior to the final release of any escrow held by the City of Chesterfield for improvements in the development. Elevation Certificates will be required for any structures within the Special Flood Hazard Area or the Supplemental Protection Area. All new roads within and adjacent to this site shall be constructed at least one (1) foot above the base flood elevation of the Special Flood Hazard Area. Improvements to existing roadways shall be required as necessary to provide at least one access route to each lot that is at least one (1) foot above the base flood elevation. Consult Article 5 of the Unified Development Code for specific requirements for specific requirements.

II. GENERAL CRITERIA

A. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS

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

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

III. TRUST FUND CONTRIBUTION

The developer shall be required to contribute a Traffic Generation Assessment (TGA) to the Chesterfield Valley Trust Fund (No. 556). This contribution shall not extend an amount established by multiplying the required parking spaces by the following rate schedule:

A. ROADS

This contribution shall not extend an amount established by multiplying the required parking spaces by the following rate schedule:

Type of Development

Required Contribution

General Retail

\$2,331.45/parking space

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

If types of development proposed differ from those listed, rates shall be provided by the Saint 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 Saint Louis County Department of Transportation and the City of Chesterfield. Sidewalk construction and utility relocation, among other items, are not considered allowable credits.

Road Improvement 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.

As this development is located within a trust fund area established by Saint 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.

B. WATER MAIN

The primary water line contribution is based on gross acreage of the development land area. The contribution shall be a sum of \$937.69 per acre for the total area as approved on the Site Development Plan to be used solely to help defray the cost of constructing the primary water line serving the Chesterfield Valley area.

The primary water line contribution shall be deposited with the Saint Louis County Department of Transportation. The deposit shall be made before Saint Louis County approval of the Site Development Plan or Concept Plan unless otherwise directed by the Saint Louis County Department of Transportation. Funds shall be payable to Treasurer, Saint Louis County.

C. STORM WATER

The storm water contribution is based on gross acreage of the development land area. These funds are necessary to help defray the cost of engineering and construction improvements for the collection and disposal of storm water from the Chesterfield Valley in accordance with the Master Plan on file with and jointly approved by Saint Louis County and the Metropolitan Saint Louis Sewer District. The amount of the storm water contribution will be computed based on \$2,975.08 per acre for the total area as approved on the Site Development Plan.

The storm water contributions to the Trust Fund shall be deposited with the 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. Funds shall be payable to Treasurer, Saint Louis County.

D. SANITARY SEWER

The sanitary sewer contribution is collected as the Caulks Creek impact fee.

The sanitary sewer contribution within the Chesterfield Valley area shall be deposited with the Metropolitan Saint Louis Sewer District as required by the District.

The amount of these required contributions for the roadway, storm water and primary water line improvements, if not submitted by January 1, 2022 shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accordance with the construction cost index as determined by the Saint Louis County Department of Transportation.

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

IV. RECORDING

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

V. ENFORCEMENT

- A.** The City of Chesterfield, Missouri will enforce the conditions of this ordinance in accordance with the Plan approved by the City of Chesterfield and the terms of this Attachment A.

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

DRAFT

PRELIMINARY DEVELOPMENT PLAN

OF
A TRACT OF LAND BEING LOCATED IN U.S. SURVEY 150 AND BEING PART OF LOTS 1 AND 2 OF
SUBDIVISION OF RICHARD H. STEVENS FARM,
TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

ABBREVIATIONS

ATG - ADJUST TO GRADE
B.C. - BACK OF CURB
C.O. - CLEAVOUT
DB. - DEED BOOK
ELEV. - ELEVATION
EX. - EXISTING
F.C. - FACE OF CURB
FL - FLOWLINE
FT. - FEET
FND. - FOUND
G. - GAS
H.W. - HIGH WATER
LFB - LOW FLOW BLOCKED
M.H. - MANHOLE
N/O - NOW OR FORMERLY
PB. - PLAT BOOK
PG. - PAGE
PR. - PROPOSED
P.V.C. - POLYVINYL CHLORIDE PIPE
R.C.P. - REINFORCED CONCRETE PIPE
R/W - RIGHT-OF-WAY
SQ. - SQUARE
T. - TELEPHONE CABLE
T.B.A. - TO BE ABANDONED
T.B.R. - TO BE REMOVED
T.B.R. & R. - TO BE REMOVED AND REPLACED
TYP. - TYPICALLY
U.I.P. - USE IN PLACE
U.O.N. - UNLESS OTHERWISE NOTED
V.C.P. - VITRIFIED CLAY PIPE
W. - WATER
(86'W) - RIGHT-OF-WAY WIDTH

LEGEND

EXISTING SANITARY SEWER
EXISTING STORM SEWER
EXISTING TREE
EXISTING BUILDING
EXISTING CONTOUR
SPOT ELEVATION
EXISTING UTILITIES
FOUND 1/2" IRON PIPE
SET IRON PIPE
FOUND CROSS
FOUND STONE
FIRE HYDRANT
LIGHT STANDARD
BUSH
SIGN
NOTES PARKING SPACES
GUY WIRE
POWER POLE
WATER VALVE
DENOTES RECORD INFORMATION
ACCESSIBLE PARKING
PROPOSED CONTOUR
PROPOSED SPOT
PROPOSED STORM
PROPOSED SANITARY

PERTINENT DATA

OWNER: PHASE II INVESTMENTS LLC
OWNER UNDER CONTRACT: ENTERPRISE HOLDINGS
SITE ADDRESS: 17909 & 17947 CHESTERFIELD AIRPORT ROAD
CHESTERFIELD, MISSOURI 63005
LOT AREA: 24,600 S.F. or ±0.565 Ac. (17909)
19,167 S.F. or ±0.440 Ac. (17947)
EXISTING ZONING: "M3" (STLCO ORD. 13,562) & "PI"(ORD. 2346)
PROPOSED ZONING: "PI" PLANNED INDUSTRIAL DISTRICT
LOCATOR NO: 17V520082 & 17V520071
WUNNERBERG'S: PG. 20, GRID 18H
FIRE DISTRICT: MONARCH FIRE PROTECTION DISTRICT
SCHOOL DISTRICT: ROCKWOOD
SEWER DISTRICT: METROPOLITAN ST. LOUIS SEWER DIST.
WATER SHED: MISSOURI RIVER
FEMA MAP: 29189C0145K, FEB 4, 2015
ELECTRIC COMPANY: AMEREN UE
GAS COMPANY: SPIRE INC
PHONE COMPANY: AT&T
WATER COMPANY: MISSOURI AMERICAN WATER COMPANY

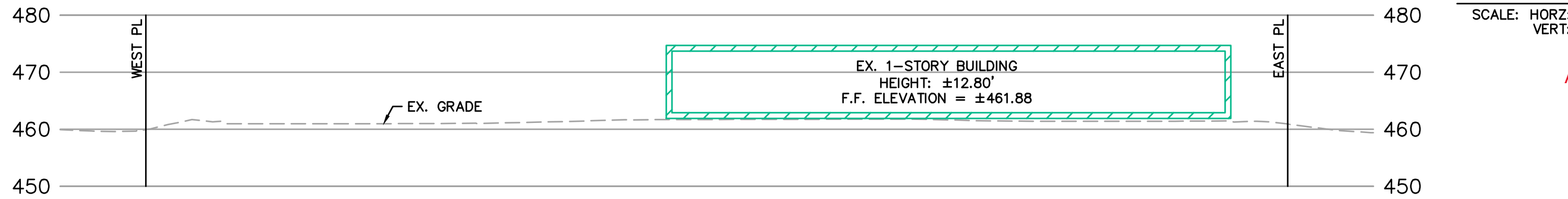
GENERAL NOTES

- BOUNDARY AND TOPOGRAPHIC SURVEY BY STOCK & ASSOCIATES CONSULTING ENGINEERS, INC.
- ALL UTILITIES SHOWN HAVE BEEN LOCATED BY THE ENGINEER FROM AVAILABLE RECORDS. THEIR LOCATION SHOULD BE CONSIDERED APPROXIMATE. THE CONTRACTOR HAS THE RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES, PRIOR TO CONSTRUCTION, TO HAVE EXISTING UTILITIES FIELD LOCATED.
- NO GRADE SHALL EXCEED 3:1 SLOPE.
- GRADING AND STORM WATER PER M.S.D., MODOT, ST. LOUIS COUNTY, THE CITY OF CHESTERFIELD AND THE MONARCH CHESTERFIELD LEVEE DISTRICT.
- STORMWATER SHALL BE DISCHARGED AT ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE DISCHARGE POINTS.
- ALL UTILITIES WILL BE INSTALLED UNDERGROUND.
- SITE DEVELOPMENT SHALL BE IN ACCORDANCE WITH RECOMMENDATIONS AS OUTLINED IN THE GEOTECHNICAL REPORT AND ALL ITS SUPPLEMENTAL PROVISIONS AND ADDENDUMS.
- SIGNAGE APPROVAL IS A SEPARATE PROCESS.
- THE CONTROLLING REGULATORY FLOODPLAIN ELEVATION FOR THIS SITE IS THE 100-YEAR HIGH WATER ELEVATION OF 457.00 IN ACCORDANCE WITH THE CHESTERFIELD VALLEY STORMWATER MASTER PLAN.

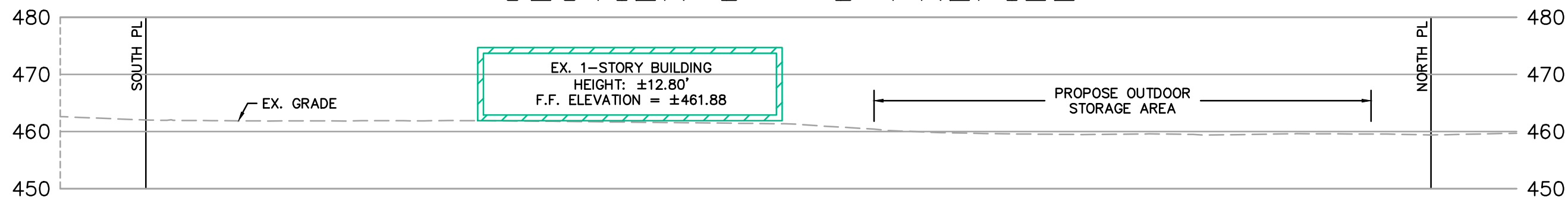
ST. LOUIS COUNTY STANDARD NOTES

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

SECTION A - A PROFILE



SECTION B - B PROFILE



F.A.R. CALCULATION

MAXIMUM FLOOR AREA RATIO (F.A.R.) OF 0.55

OPEN SPACE:

MINIMUM 35.0% OPEN SPACE

HEIGHT:

A MAXIMUM HEIGHT OF 30.0'

BUILDING AND PARKING SETBACKS

STRUCTURE SETBACKS:

- THIRTY (30) FEET FROM CHESTERFIELD AIRPORT ROAD RIGHT-OF-WAY
- TEN (10) FEET FROM WEST BOUNDARY OF THIS PLANNED INDUSTRIAL DISTRICT
- TWENTY-FIVE (25) FEET FROM NORTH BOUNDARY OF THIS PLANNED INDUSTRIAL DISTRICT
- NINE (9) FEET FROM THE EAST BOUNDARY OF THIS PLANNED INDUSTRIAL DISTRICT

PARKING SETBACKS:

- NINE (9) FEET FROM CHESTERFIELD AIRPORT ROAD RIGHT-OF-WAY
- TEN (10) FEET FROM WEST BOUNDARY OF THIS PLANNED INDUSTRIAL DISTRICT
- TEN (10) FEET FROM FROM NORTH BOUNDARY OF THIS PLANNED INDUSTRIAL DISTRICT
- NINE (9) FEET FROM FROM EAST BOUNDARY OF THIS PLANNED INDUSTRIAL DISTRICT

GRAPHIC SCALE

20 0 10 20 30 40 50 60 70 80
(IN FEET)
1 inch = 20 ft.



CHESTERFIELD AIRPORT RD
(PUBLIC)

CLOSE EX. ACCESS
TO CHESTERFIELD
AIRPORT ROAD

10'W EASEMENT TO M.S.D.
DB. 8248 PG. 1367

SAN. M.H.
7+462.39
FLA-436.51

FND. IRON
PIPE

P.O.B. PARCEL 1
SET IRON ROAD

READY RENTAL
VEHICLE
PARKING

TRASH ENCLOSURE
(TO BE RELOCATED)

EX. 1 STORY BLDG.
5,278 SQ. FT.

PHASE II INVESTMENTS LLC
10078 PG. 10
LOC. 17520082
17909 CHESTERFIELD AIRPORT RD.

0.0' BUILDING & PARKING SETBACK

0.0' BUILDING & PARKING SETBACK

0.0' BUILDING & PARKING SETBACK

0.0' BUILDING & PARKING SETBACK

0.0' BUILDING & PARKING SETBACK

0.0' BUILDING & PARKING SETBACK

0.0' BUILDING & PARKING SETBACK

0.0' BUILDING & PARKING SETBACK

0.0' BUILDING & PARKING SETBACK

0.0' BUILDING & PARKING SETBACK

0.0' BUILDING & PARKING SETBACK

0.0' BUILDING & PARKING SETBACK

SENTRUS PLACE
(PUBLIC)

LONG ROAD CROSSING
(PUBLIC)

ZONE X

FUTURE

CONTRACTOR'S INSURANCE REQUIREMENTS

PRIOR TO OBTAINING A CONSTRUCTION PERMIT FROM THE METROPOLITAN ST. LOUIS SEWER DISTRICT, THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE THE DISTRICT WITH A COPY OF AN EXECUTED CERTIFICATE OF INSURANCE INDICATING THAT THE PERMITTEE HAS OBTAINED AND WILL CONTINUE TO CARRY COMMERCIAL GENERAL LIABILITY AND COMPREHENSIVE AUTO LIABILITY INSURANCE. THE REQUIREMENTS AND LIMITS SHALL BE AS STATED IN THE "RULES AND REGULATIONS AND ENGINEERING DESIGN REQUIREMENTS FOR SANITARY AND STORMWATER DRAINAGE FACILITY", SECTION 10.090 (ADDENDUM).

UTILITY NOTE:

UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS AND INFORMATION, AND THEREFORE DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NON-EXISTENCE, SIZE, TYPE, NUMBER, OR LOCATION OF THESE FACILITIES, STRUCTURES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS. THE UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION OR CONSTRUCTION OF IMPROVEMENTS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY FROM COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 319 RSMo.

ST. LOUIS COUNTY BENCHMARK

BENCHMARK
12-171 (460.06) "STANDARD ALUMINUM DISK" STAMPED
E-28, 1990. DISK IS SET IN THE NORTHWEST CORNER
OF CHESTERFIELD AIRPORT ROAD AND GARAGE DRIVE.

PREPARED FOR:

ENTERPRISE LEASING
COMPANY OF STL, LLC
10144 PAGE AVE.
ST. LOUIS, MO. 63132
SU. ATTN: MR. ANDREW STOKES

UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS AND INFORMATION, AND THEREFORE DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NON-EXISTENCE, SIZE, TYPE, NUMBER, OR LOCATION OF THESE FACILITIES, STRUCTURES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS. THE UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION, OR CONSTRUCTION OF IMPROVEMENTS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY WITH COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 319 RSMo.

PREPARED BY:

257 Chesterfield Business Parkway
St. Louis, MO 63005 PH: (636) 530-9300
5301-9301 FAX: (636) 530-9300
e-mail: general@stockandassociates.com
Web: www.stockandassociates.com

17909 & 17947 CHESTERFIELD AIRPORT ROAD

CHESTERFIELD, MISSOURI 63005

PRELIMINARY DEVELOPMENT PLAN FOR:



GEORGE M. STOKES
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000991

REVISIONS:

- 2021-06-21 CITY
- 2021-06-29 PC PACKET
- 2021-09-09 CITY
- 2021-10-05 CITY

DRAWN BY: K.C.G.
DATE: 5/5/21
M.S.D. #:
S.L.C. HAT #:
M.D.N.R. #:

CHECKED BY: G.M.S.
JOB NO: 221-6951
BASE MAP # 17V5
HAT S.U.P. #

SHEET TITLE:

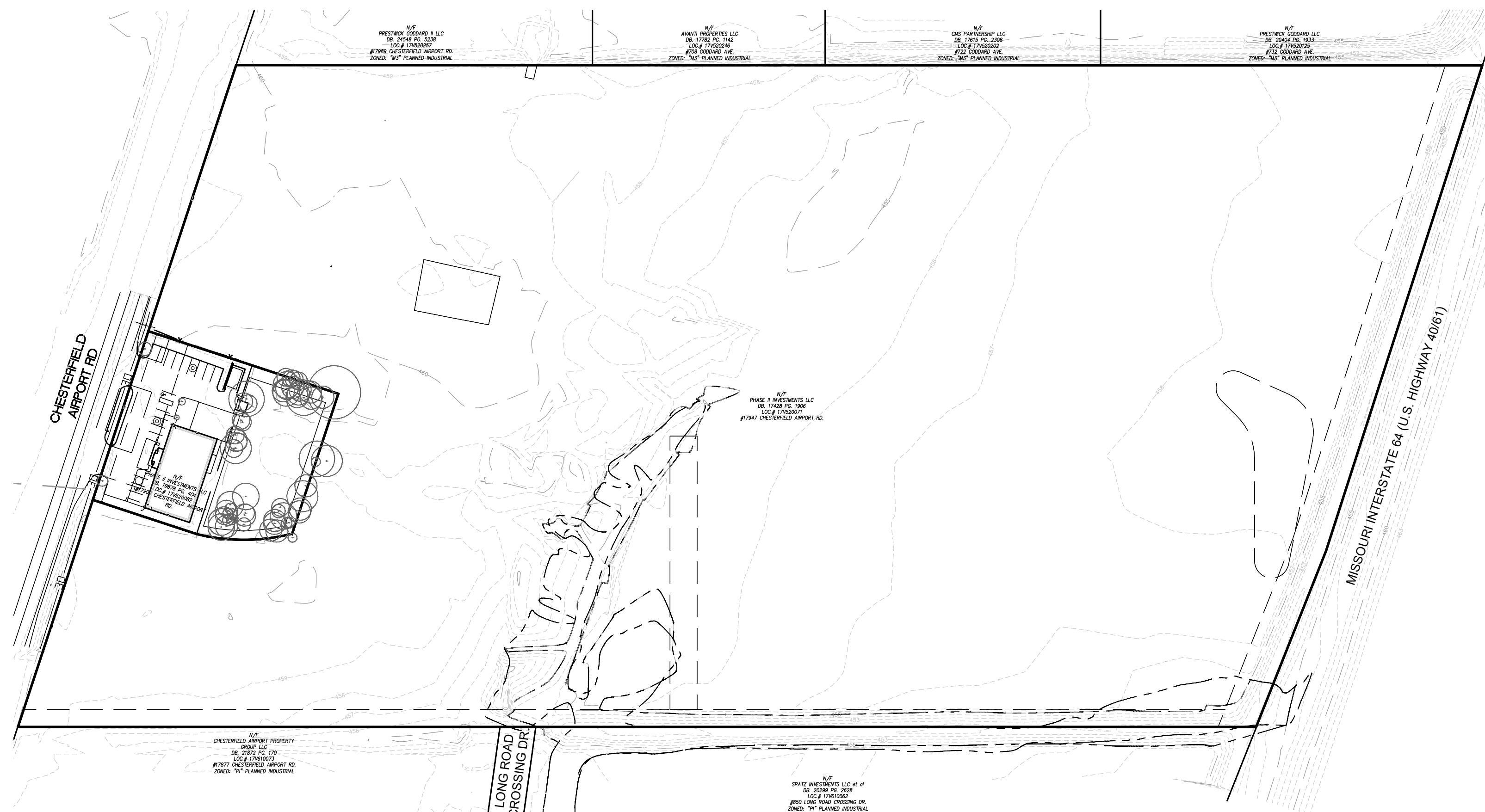
PRELIMINARY
DEVELOPMENT PLAN

SHEET NO.:

C1.0



Tree Stand Delineation
SCALE 1"=20'



Key Plan
SCALE 1"=100'

Tree Inventory					
ID	Tree Name	DBH	Canopy Diameter	Condition Rating	Comment
1	Pear	14	12	1	Half dead
2	Pear	14	16	2	
3	Arborvitae	8	8	1	
4	Arborvitae	8	5	2	
5	Cottonwood	18	40	2	
6	Cottonwood	10	20	2	
7	Bradford Pear	6	20	1	
8	Cottonwood	8	20	2	
9	Cottonwood	8	20	2	
10	Willow	7	20	2	
11	Willow	10	25	2	
12	Willow	10	20	2	
13	Cottonwood	16	35	2	
14	Cottonwood	9	20	2	
15	Cottonwood	24	60	3	
16	Cottonwood	11	20	2	
17	Cottonwood	11	20	2	
18	Cottonwood	10	20	2	
19	Cottonwood	12	20	2	
20	Cottonwood	6	10	2	
21	Cottonwood	13	30	2	
22	Cottonwood	13	30	2	
23	Cottonwood	9	25	2	
24	Cottonwood	8	20	2	
25	Cottonwood	13	30	2	
26	Cottonwood	15	30	2	
27	Cottonwood	6	12	2	
28	Cottonwood	7	12	2	
29	Cottonwood	8	12	2	
30	Cottonwood	8	12	2	
31	Cottonwood	8	12	2	
32	Cottonwood	12	25	2	
33	Cottonwood	6	15	2	
34	Sycamore	7	25	1	
35	Cottonwood	7	20	1	
36	Cottonwood	9	25	2	
37	Cottonwood	8	25	2	
38	Cottonwood	9	25	2	
39	Cottonwood	8	25	2	
40	Cottonwood	10	30	2	
41	Cottonwood	6	15	2	
42	Cottonwood	8	20	2	
43	Cottonwood	10	25	2	
44	Cottonwood	11	35	2	Twin 9+11
45	Cottonwood	8	25	2	
46	Cottonwood	11	25	2	
47	Cottonwood	6	12	2	
48	Cottonwood	6	12	2	
49	Cottonwood	12	40	2	
50	Cottonwood	6	10	2	
51	Cottonwood	12	35	2	
52	Cottonwood	15	40	2	
53	Cottonwood	15	25	2	
54	Cottonwood	10	25	2	
55	Cottonwood	12	25	2	
56	Cottonwood	15	25	2	
57	Cottonwood	15	30	2	
58	Cottonwood	12	30	2	
59	Cottonwood	18	25	2	
60	Cottonwood	10	25	2	
61	Cottonwood	6	25	2	
62	Cottonwood	8	25	2	
63	Mulberry	8	25	2	

Tree Condition Rating:
Excellent 4
Good 3
Fair 2
Poor 1
Dead 0

Lot Area (Site Address 17909) = 24,600 s.f. (0.565 acres)
Lot Area (Site Address 17947) = 19,167 s.f. (0.440 acres)

Individual Tree Area = 10,258 s.f. (0.235 acres)

Total Existing Tree Canopy Area = 10,258 s.f. (0.235 acres)

Tree Stand Delineation Narrative
The Tree Stand Delineation map was completed by field inspection. The existing trees are primarily Cottonwood and are overgrown first succession trees not to be considered a resource. There are also some invasive Pear trees and bush honeysuckle. There are no Monarch, state champion, or rare trees found onsite.

Legend	
Symbol	Description
	Existing individual trees (shaded trees denote tree canopy area)

Tree Stand Delineation Prepared under direction of:
Kristin Province
Certified Arborist MW-6075A
Kristin Province



Jerald Saunders - Landscape Architect
MO License # LA-007

Consultants:

17909 & 17947 CHESTERFIELD AIRPORT ROAD

CHESTERFIELD, MISSOURI 63005

Revisions:

Date	Description	No.

Drawn: KP
Checked: RS

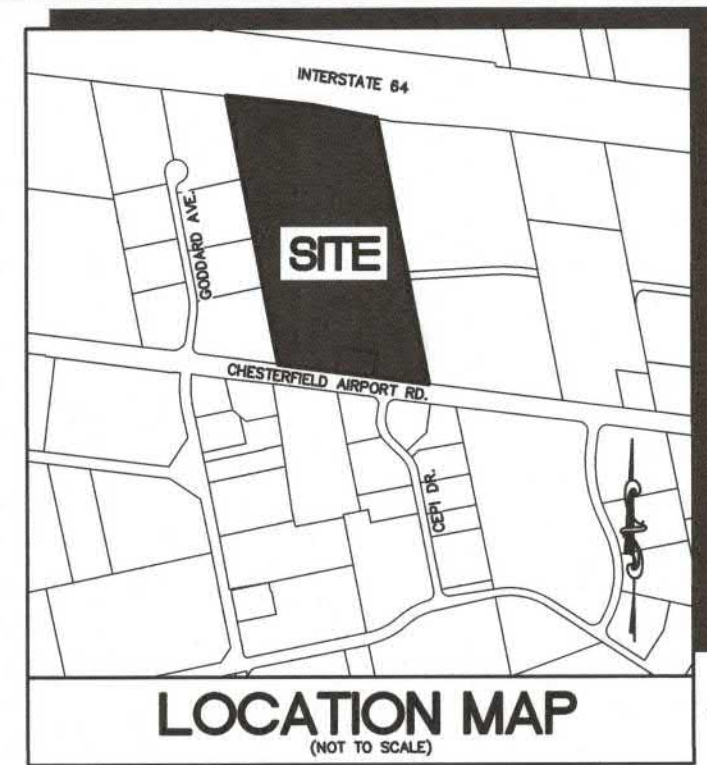
LOOMIS ASSOCIATES
landscape architects + planners
750 spinn 40 park drive, chesterfield, missouri 63005
t. 636-519-8668
www.loomis-associates.com

Loomis Associates, Inc.
Missouri State Certificate of Authority # LAC #000119

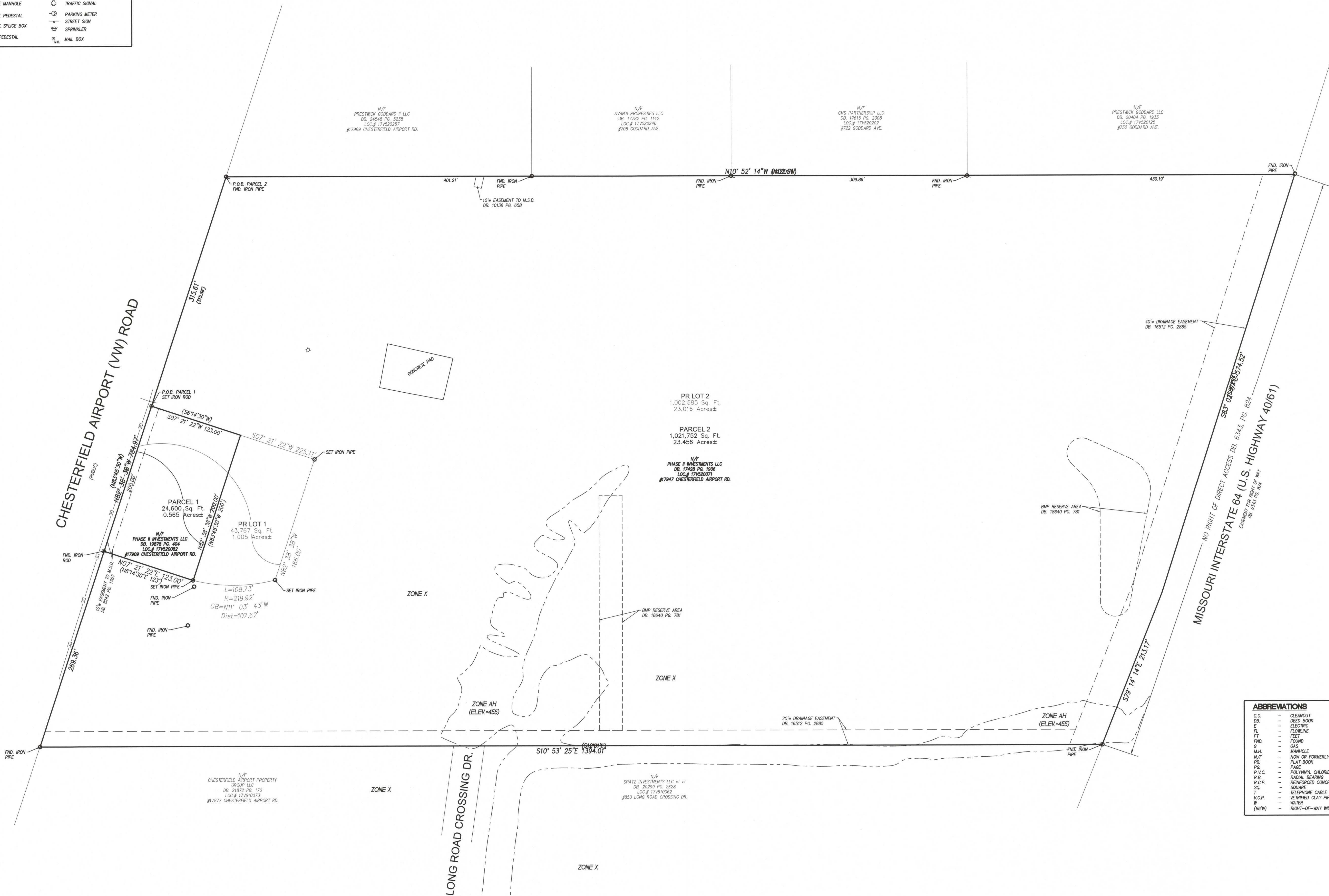
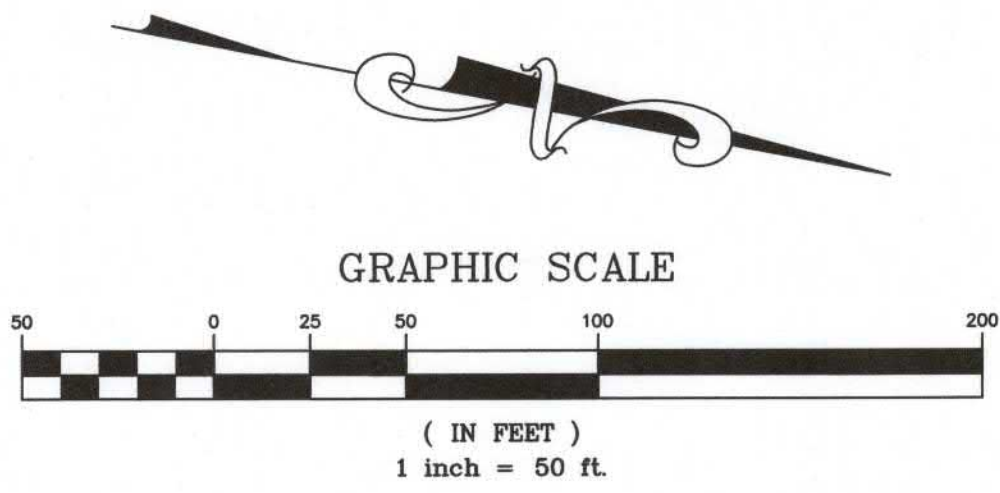
Sheet Title:	Tree Stand Delineation
Sheet No:	TSD
Date:	5/17/21
Job #:	813.091

ALTA/NSPS LAND TITLE SURVEY

OF
A TRACT OF LAND BEING LOCATED IN U.S. SURVEY 150 AND BEING PART OF LOTS 1 AND 2 OF
SUBDIVISION OF RICHARD H. STEVENS FARM,
TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



LEGEND	
	BENCH MARK
	FOUND IRON ROD
	FOUND IRON PIPE
	RIGHT OF WAY MARKER
	UTILITY POLE
	SUPPORT POLE
	UTILITY POLE WITH LIGHT
	LIGHT STANDARD
	ELECTRIC METER
	ELECTRIC MANHOLE
	ELECTRIC PEDESTAL
	ELECTRIC SPLICE BOX
	GAS DRIP
	GAS METER
	GAS VALVE
	TELEPHONE MANHOLE
	TELEPHONE PEDESTAL
	TELEPHONE SPLICE BOX
	CABLE TV PEDESTAL
	FIRE HYDRANT
	FIRE DEPARTMENT CONNECTION
	WATER MANHOLE
	WATER METER
	WATER VALVE
	CLEAN OUT
	POST INDICATOR VALVE
	STORM MANHOLE
	GRATED MANHOLE
	STORMWATER INLET
	GRATED STORMWATER INLET
	SANITARY MANHOLE
	TREE
	BUSH
	TRAFFIC SIGNAL
	PAVING METER
	STREET SIGN
	SPRINKLER
	MAIL BOX

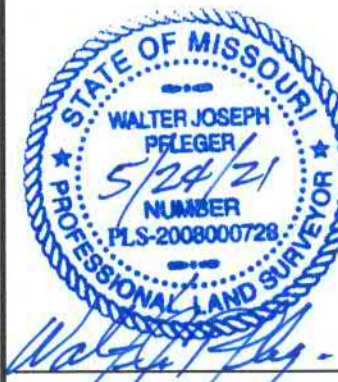


ABBREVIATIONS	
C.O.	CLEANOUT
D.B.	DEED BOOK
E.	ELECTRIC
FL.	FLOWLINE
FT.	FEET
FND.	FOUND
G.	GAS
M.H.	MANHOLE
N/F.	NOW OR FORMERLY
P.B.	PLAT BOOK
P.C.	PACE
P.V.C.	POLYVINYL CHLORIDE PIPE
R.B.	RADIAL BEARING
R.C.P.	REINFORCED CONCRETE PIPE
SQ.	SQUARE
T.	TELEPHONE CABLE
V.C.P.	VERIFIED CLAY PIPE
W.	WATER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

PREPARED FOR:
ENTERPRISE HOLDINGS
10144 PAGE AVE.
ST. LOUIS, MO. 63132
ATTN: MR. ANDREW STOKES

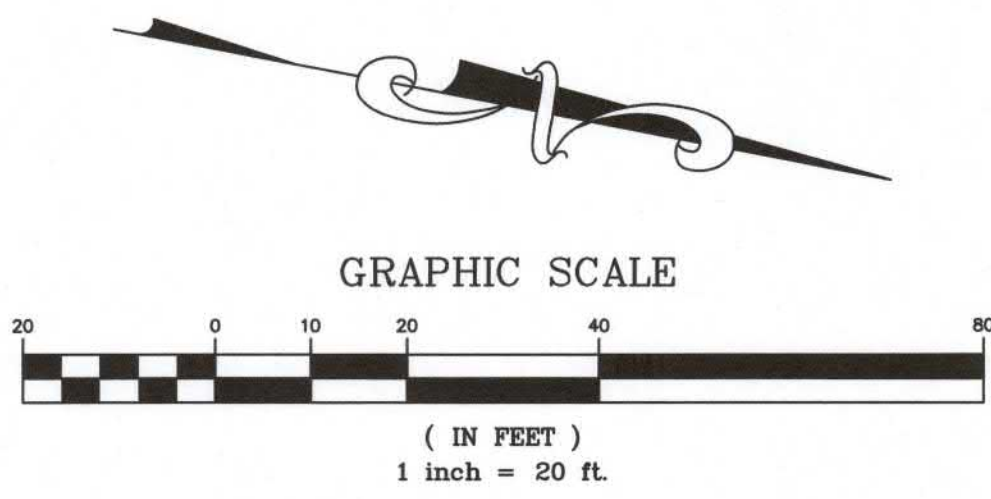
PREPARED BY:
STOCK & ASSOCIATES
Consulting Engineers, Inc.
257 Chesterfield Business Parkway
St. Louis, MO 63015 PH: (636) 550-9100 FAX: (636) 550-9100
e-mail: general@stockass.com
Web: www.stockass.com

ALTA/NSPS LAND TITLE SURVEY
ENTERPRISE HOLDINGS
17909 & 17947 CHESTERFIELD AIRPORT RD.



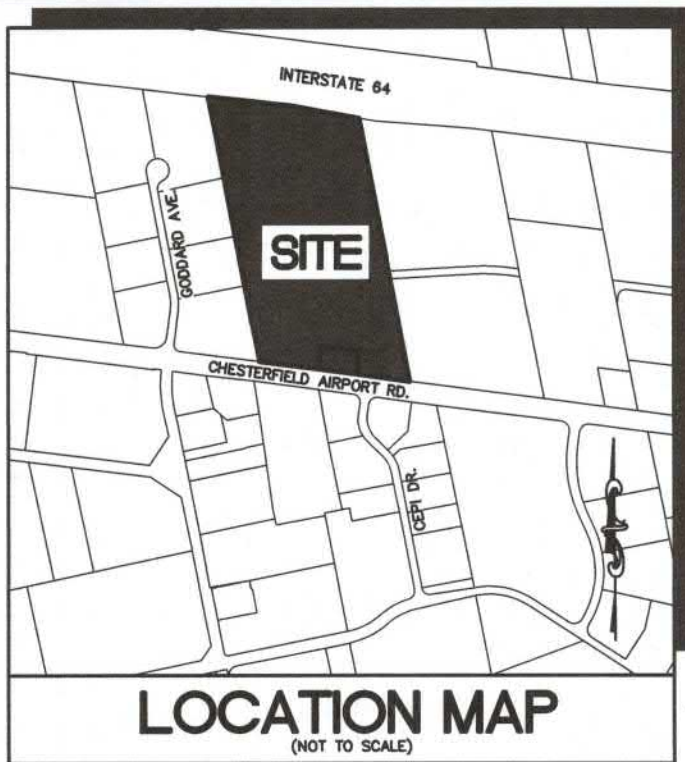
REVISIONS:	
1	00/00/0000-
DRAWN BY:	CHECKED BY:
J.K.	W.J.P.
DATE:	JOB NO.
4/8/21	221-6951
M.S.D. P. #	BASE MAP #
S.L.C. H&T #	H&T S.U.P. #
M.D.A.R. #	
SHEET TITLE:	
ALTA/NSPS LAND TITLE SURVEY	
SHEET NO.:	
SHEET #1	

LEGEND	
	BENCH MARK
	FOUND IRON ROD
	FOUND IRON PIPE
	RIGHT OF WAY MARKER
	UTILITY POLE
	SUPPORT POLE
	UTILITY POLE WITH LIGHT
	LIGHT STANDARD
	ELECTRIC METER
	ELECTRIC MANHOLE
	ELECTRIC PEDESTAL
	ELECTRIC SPLICE BOX
	GAS DRP
	GAS METER
	GAS VALVE
	TELEPHONE MANHOLE
	TELEPHONE PEDESTAL
	TELEPHONE SPLICE BOX
	CABLE TV PEDESTAL
	FIRE HYDRANT
	FIRE DEPARTMENT CONNECTION
	WATER MANHOLE
	WATER METER
	CLEAN OUT
	STORM MANHOLE
	GRATED MANHOLE
	STORMWATER INLET
	GRATED STORMWATER INLET
	SANITARY MANHOLE
	TREE
	BUSH
	TRAFFIC SIGNAL
	PARKING METER
	STREET SIGN
	SPRINKLER
	MAIL BOX



ALTA/NSPS LAND TITLE SURVEY

OF
A TRACT OF LAND BEING LOCATED IN U.S. SURVEY 150 AND BEING PART OF LOTS 1 AND 2 OF
SUBDIVISION OF RICHARD H. STEVENS FARM,
TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



Notes:

(1) Stock and Associates Consulting Engineers, Inc. used exclusively First American Title Insurance Company, Commitment No. NCS-1059976-STLO, with an effective date of March 17, 2021 at 8:00 a.m. for research of easements and encumbrances. No further research was performed by Stock and Associates Consulting Engineers, Inc.

(2) Title to the estate or interest in the land described or referred to in the above commitment and covered therein is fee simple, and title thereto is at the effective date thereof vested in:

Phase II Investments, LLC, a Missouri limited liability company

(3) Title Commitment No. NCS-1059976-STLO with Schedule B-Section 2 exceptions:

(a) Item No. 10. Easement granted to the Metropolitan St. Louis Sewer District, according to instrument recorded in Book 8242, Page 1567. (Parcel 1) "SHOWN"

(b) Item No. 11. Dedication of sewer easements granted to The Metropolitan St. Louis Sewer District by the instrument recorded in Book 8733, Page 232. (Parcel 1) "NOT SHOWN" Not plottable.

(c) Item No. 12. Easement to the State of Missouri contained in Cause No. 200860 Circuit Court of St. Louis County, a copy of which is recorded in Book 6343, Page 824. (Parcel 2) "SHOWN"

(d) Item No. 13. Limitation of rights of direct access by the instrument recorded in Book 6343, Page 824. (Parcel 2) "SHOWN"

(e) Item No. 14. Easement granted to the Metropolitan St. Louis Sewer District, according to instrument recorded in Book 10138, Page 658. (Parcel 2) "SHOWN"

(f) Item No. 15. Easement granted Monarch-Chesterfield Levee District, according to instrument recorded in Book 10519, Page 1859. (Parcel 2) "NOT SHOWN" Does not affect.

(g) Item No. 16. Easement granted to City of Chesterfield for Storm Water Easements by the instrument recorded in Book 16512, Page 2885. (Parcel 2) "SHOWN"

(h) Item No. 17. Terms and provisions of the Maintenance Agreement with The Metropolitan St. Louis Sewer District according to the instrument recorded in Book 18840, Page 781. (Parcel 2) "SHOWN"

(i) Item No. 18. Terms and provisions of the Site Development Concept Plan according to the instrument recorded in Plat Book 356, Page 210. "NOT SHOWN" Not survey related.

(j) Item No. 19. Terms and provisions of the Site Development Section Plan according to the instrument recorded in Plat Book 356, Page 216. "NOT SHOWN" Not survey related.

(k) Item No. 20. Terms and provisions of the Amended Site Development Plan according to the instrument recorded in Plat Book 363, Page 537. "NOT SHOWN" Not survey related.

(l) Item No. 21. Terms and provisions of the 2nd Amended Site Development Plan according to the instrument recorded in Plat Book 364, Page 289. "NOT SHOWN" Not survey related.

PARCEL 1:
A TRACT OF LAND IN U.S. SURVEY 150 AND BEING PART OF LOTS 1 AND 2 OF SUBDIVISION OF RICHARD H. STEVENS FARM, TOWNSHIP 45 NORTH, RANGE 3 EAST, ST. LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF CHESTERFIELD AIRPORT ROAD 315.58 FEET EAST OF THE EAST LINE OF PROPERTY NOW OR FORMERLY OF BERTHA FICK BY DEED RECORDED IN BOOK 5721 PAGE 250; THENCE CONTINUING EASTWARDLY ALONG THE NORTH LINE OF CHESTERFIELD AIRPORT ROAD (FORMERLY U.S. HIGHWAY #40), 200 FEET TO A POINT; SAID POINT BEING 293.36 FEET WEST OF THE SOUTHEAST CORNER OF PROPERTY CONVEYED TO MUK ROTAKARN ET AL., BY DEED RECORDED IN BOOK 7138 PAGE 672 OF THE LOUIS COUNTY RECORDS; THENCE LEAVING SAID ROAD LINE RUNNING NORTH 6 DEGREES 14 MINUTES 30 SECONDS EAST 123 FEET TO A POINT; THENCE NORTH 83 DEGREES 45 MINUTES 30 SECONDS WEST 200 FEET TO A POINT; THENCE SOUTH 06 DEGREES 14 MINUTES 30 SECONDS WEST 123 FEET TO THE NORTH LINE OF CHESTERFIELD AIRPORT ROAD THE POINT OF BEGINNING.

PARCEL 2:
A TRACT OF LAND IN U.S. SURVEY 150 AND BEING PART OF LOTS 1 AND 2 OF SUBDIVISION OF RICHARD H. STEVENS FARM, TOWNSHIP 45 NORTH, RANGE 3 EAST, ST. LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF CHESTERFIELD AIRPORT ROAD AND THE EAST LINE OF PROPERTY NOW OR FORMERLY OF BERTHA FICK BY INSTRUMENT RECORDED IN BOOK 5721 PAGE 250 THENCE NORTH 12 DEGREES 01 MINUTES WEST ALONG PICKS EAST LINE 1402.91 FEET TO A POINT IN THE SOUTH LINE OF U.S. HIGHWAY ROUTE 40, THENCE SOUTH 84 DEGREES 10 MINUTES 34 SECONDS EAST ALONG THE SOUTH LINE OF HIGHWAY 40 571.94 FEET TO A POINT AND CONTINUING ALONG HIGHWAY 40 SOUTH 80 DEGREES 51 MINUTES 49 SECONDS EAST 213.17 FEET THENCE LEAVING SAID SOUTH LINE OF HIGHWAY 40 SOUTH 12 DEGREES 01 MINUTES EAST 1384.01 FEET TO A POINT IN THE NORTH LINE OF CHESTERFIELD AIRPORT ROAD, THENCE NORTH 83 DEGREES 45 MINUTES 30 SECONDS WEST 200 FEET TO A POINT, THENCE LEAVING SAID ROAD LINE NORTH 6 DEGREES 14 MINUTES 30 SECONDS EAST, 123 FEET TO A POINT, THENCE NORTH 83 DEGREES 45 MINUTES 30 SECONDS WEST 200 FEET TO A POINT, THENCE SOUTH 06 DEGREES 14 MINUTES 30 SECONDS WEST 123 FEET TO A POINT IN THE NORTH LINE OF CHESTERFIELD AIRPORT ROAD, THENCE ALONG SAID ROAD NORTH 83 DEGREES 45 MINUTES 30 SECONDS WEST 315.58 FEET TO THE PLACE OF BEGINNING, ACCORDING TO THE SURVEY BY DIVERSIFIED DEVELOPMENT DESIGN AND ASSOCIATES DURING NOVEMBER 1978.

PREPARED FOR:
ENTERPRISE HOLDINGS
10144 PAGE AVE.
ST. LOUIS, MO. 63132
ATTN: MR. ANDREW STOKES

Surveyors Certification

This is to certify to
Enterprise Leasing Company of STL, LLC, a Delaware limited liability company Pingree 2000
Real Estate Holdings LLC, a Missouri limited liability company
First American Title Insurance Company

That this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-5, 6(b), 7(a), 7(b1), 7(c), 8, 9, 11, 16 and 17 of Table A thereof.

The field work was completed during March 2021.

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

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

GENERAL NOTES:

1) 17909 Chesterfield Airport Rd. is Zoned M3 Planned District and 17947 Chesterfield Airport Rd. is Zoned PI Planned Industrial District Ord #2346

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

2) Subject property lies within Flood Zone Shaded X (Area with reduced risk due to levees) and Zone AH (Base flood elevations determined, Elev=445) according to the National Flood Insurance Rate Map Number 29189C0145K with and effective date of 02/04/2015.

3) There are 18 regular and 1 handicapped parking stalls onsite. (Parcel 1)

4) Utilities shown hereon are shown from record and/or survey information. Any location, size and type information should be considered as approximate only. It is the Contractors responsibility to call Dig-Rite to verify utility locations.

5) The subject property(ies) described in the above commitment are contiguous to each other and the adjoining properties, without any gaps, gores or overlaps.

6) Square footage of the building has been calculated from dimensions approximately 5 foot above grade for the first floor only.

7) Basis of bearings adopted from Plat Book 352, Page 232 of the St. Louis County Records, along the West line of Long Road Crossing.

8) There was no evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.

9) There are no known proposed changes in street right of way lines, and there was no evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.

10) Subject property has direct access to Chesterfield Airport Road

11) Subject property abuts Chesterfield Airport Road with no gaps or gores

ZONE X

ABBREVIATIONS

C.O.	-	CLEANOUT
DB.	-	DEED BOOK
E.	-	ELECTRIC
FL.	-	FLOWLINE
FT.	-	FEET
IND.	-	INDICATOR
G.	-	GAS
M.H.	-	MANHOLE
N.F.	-	NOW OR FORMERLY
P.B.	-	PLAY BOOK
P.C.	-	PIPE
P.V.C.	-	POLYVINYL CHLORIDE PIPE
R.B.	-	RADIAL BEARING
R.C.P.	-	REINFORCED CONCRETE PIPE
SQ.	-	SQUARE
T.C.	-	TELEPHONE CABLE
V.C.P.	-	VETRIFIED CLAY PIPE
W.	-	WATER
(86'W)	-	RIGHT-OF-WAY WIDTH

ST. LOUIS COUNTY BENCHMARK

BENCHMARK:
12-171 (460.06) "STANDARD ALUMINUM DISK" STAMPED SL-38, 1990. DISK IS SET IN THE NORTHWEST CORNER OF CHESTERFIELD AIRPORT ROAD AND CAPRICE DRIVE.

257 Chesterfield Business Parkway
St. Louis, MO 63006 P41 (636)
501-9101 FAX 501-9100
e-mail: general@stockandassociates.com
Web: www.stockandassociates.com

STOCK & ASSOCIATES
Consulting Engineers, Inc.

ALTA/NSPS LAND TITLE SURVEY

ENTERPRISE HOLDINGS

17909 & 17947 CHESTERFIELD AIRPORT RD.



REVISIONS:

1 00000000-

DRAWN BY: J.K.

CHECKED BY: W.J.P.

DATE: 4/8/21

JOB NO: 221-0951

M.S.D. P. #:

BASE MAP #:

S.L.C. HAT #:

HAT S.L.P. #:

M.D.A.R. #:

SHEET TITLE:

ALTA/NSPS LAND
TITLE SURVEY

SHEET NO.:

SHEET #2

BILL NO. 3366

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE III, SCHEDULE VII PARKING RESTRICTIONS OF THE CHESTERFIELD CITY CODE OF ORDINANCES BY ADDING PROVISIONS THERETO TO RESTRICT PARKING ON BURKHARDT PLACE.

WHEREAS, construction of Burkhardt Place will be completed between Wild Horse Creek Road and Chesterfield Parkway West as part of the Wildhorse Village development; and

WHEREAS, the roadway width will accommodate two driving lanes and designated bicycle lanes; and

WHEREAS, Ordinance 2520 for the West County YMCA included a condition restricting parking on both side of Burkhardt Place

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

Section 1. Schedule VII: Parking Restrictions of Title III of the Code of the City of Chesterfield is hereby amended by adding provisions thereto as follows:

Part of Road or Street Where
Parking is Regulated

Parking Restriction

Burkhardt Place, both sides, between
Chesterfield Parkway West and Wild Horse
Creek Road

No parking anytime

Section 2. In all other respects, Title III is in full force and effect.

Section 3. This Ordinance shall be in full force and effect at such time the Burkhardt Place extension is open for public use and Burkhardt Place has been striped for bicycle lanes.

Passed and approved this _____ day of _____, 2021.

Mayor

ATTEST:

City Clerk

FIRST READING HELD 11/1/2021

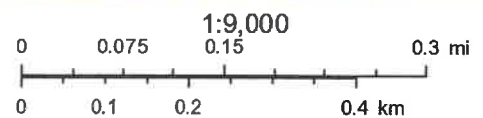
Burkhardt Place



10/8/2021, 10:24:16 AM

Parcels

Limits of No Parking Restriction



BILL NO. 3367

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE III, SCHEDULE IV THROUGH HIGHWAYS, ROADS OR STREETS OF THE CHESTERFIELD CITY CODE OF ORDINANCES BY ADDING BURKHARDT PLACE TO SAID SCHEDULE IV.

WHEREAS, construction of Burkhardt Place will be completed between Wild Horse Creek Road and Chesterfield Parkway West as part of the Wildhorse Village development; and

WHEREAS, the Department of Public Works has determined that when completed Burkhardt Place will be a through street; and

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

Section 1. Burkhardt Place between Chesterfield Parkway West and Wild Horse Creek Road is hereby added to Schedule IV: Through Highways, Roads and Streets of Title III of the Code of the City of Chesterfield.

Section 2. In all other respects, Title III is in full force and effect.

Section 3. This Ordinance shall be in full force and effect at such time the Burkhardt Place extension is open for public use.

Passed and approved this _____ day of _____, 2021.

Mayor

ATTEST:

City Clerk

FIRST READING HELD 11/01/2021

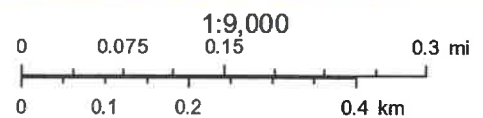
Burkhardt Place



10/8/2021, 10:24:16 AM

Parcels

Limits of No Parking Restriction



FINANCE AND ADMINISTRATION COMMITTEE

Chair: Councilmember Moore

Vice-Chair: Councilmember McGuinness

Bill No. 3368 – Ward Boundaries – An ordinance repealing ordinance 1802 in its entirety and adopting a new ordinance establishing the wards and ward boundaries of the City of Chesterfield **(Second Reading) Finance and Administration Committee recommends approval**

NEXT MEETING

The next meeting of the Finance and Administration Committee has not yet been scheduled.

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



Finance and Administration Committee of the Whole Record of Proceeding November 8, 2021

The Finance and Administration Committee of the Whole met on November 8, 2021. Those in attendance included: Chairperson Michael Moore, Ward III; Council Committee Member Barbara McGuinness, Ward I; Council Committee Member Aaron Wahl, Ward II; Council Committee Member Gary Budoor, Ward IV; and Finance Director Jeannette Kelly. Those also in attendance included: Mayor Bob Nation; Councilmember Mary Monachella, Ward I; Councilmember Mary Ann Mastorakos, Ward II; Councilmember Tom DeCampi, Ward IV; Director of Public Works/City Engineer Jim Eckrich; Director of Planning Justin Wyse; Police Chief Ray Johnson; Director of Parks, Recreation and Arts Thomas McCarthy; Director of Information Technology Matt Haug; Assistant Director of Finance John Hughes; and City Clerk Vickie McGownd. There were approximately 5 other attendees.

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

Approval of Minutes

Chairperson Moore asked if there were any comments or changes to the October 18, 2021 F&A Committee Minutes. Hearing none, Councilmember McGuinness made a motion, seconded by Councilmember Wahl, to approve the October 18, 2021 F&A Committee minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

[Councilmember Hurt arrived at 5:47 p.m.]

Budget Workshop #2

Director of Finance Jeannette Kelly briefly summarized forecasted end of year balances for FY2021 and FY2022.

Councilmember McGuinness made a motion, seconded by Councilmember Budoor, for a merit pool increase of 4.4% in FY2022. Discussion ensued. Councilmember Mastorakos made a motion, seconded by Councilmember Monachella, to amend the motion to include a merit pool increase of 4.6% in FY2022. A roll call vote was taken with the

following results: Ayes – Moore, Budoor, Mastorakos, McGuinness, Hurt and Monachella. Nays – DeCampi and Wahl. The motion to amend was declared passed. A roll call vote was taken on the amended motion with the following results: Ayes – McGuinness, Moore, DeCampi, Monachella, Mastorakos, Budoor and Hurt. Nays – Wahl. The motion, as amended, was declared passed.

Councilmember McGuinness made a motion, seconded by Councilmember DeCampi, to provide a 1% hazard premium pay adjustment to the Fraternal Order of Police (FOP) for one year, fully funded by American Rescue Plan Act (ARPA) funds. Discussion ensued. A roll call vote was taken with the following results: Ayes – Hurt, DeCampi, Mastorakos, Wahl, Monachella, Budoor, Moore and McGuinness. Nays – None. The motion was declared passed.

Councilmember McGuinness made a motion, seconded by Councilmember Wahl, to allocate \$2 million to the debt reserve fund in FY2021. A roll call vote was taken with the following results: Ayes – Monachella, Moore, Wahl, Mastorakos, Hurt, McGuinness, Budoor and DeCampi. Nays – None. The motion was declared passed.

Councilmember McGuinness made a motion, seconded by Councilmember Budoor, upon retirement of City Hall debt, to replace the plaque located on the front of City Hall with a new engraved paver dedicated to the people of Chesterfield. Councilmember Moore made a motion, seconded by Councilmember McGuinness, to amend the motion that the engraved paver cost shall not exceed \$1,000. A roll call vote was taken with the following results: Ayes – Monachella, Moore, McGuinness, Hurt, DeCampi, Budoor, Wahl and Mastorakos. Nays – None. The motion to amend was declared passed. A roll call vote was taken on the original motion as amended, with the following results: Ayes – Budoor, McGuinness, Mastorakos, DeCampi, Wahl, Moore, Hurt and Monachella. Nays – None. The motion, as amended, was declared passed.

Budget Questions/Discussion

Various specific questions pertaining to budget line items were discussed.

Adjournment

The meeting was adjourned at 6:37 p.m.

Respectfully submitted:

Jeannette Kelly
Director of Finance

Vickie McGownd
City Clerk

APPROVED: _____

BILL NO. 3368

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE 1802 IN ITS ENTIRETY AND ADOPTING A NEW ORDINANCE ESTABLISHING THE WARDS AND WARD BOUNDARIES OF THE CITY OF CHESTERFIELD.

WHEREAS, the City of Chesterfield has received notification regarding the population growth of the City of Chesterfield resulting from the 2020 U.S. Census; and

WHEREAS, the information received and reviewed from the U.S. Census indicates that there are discrepancies between the number of people in each of the Wards such that the numbers are not substantially equal; and,

WHEREAS, the City Council, having considered said request voted to approve the modifications to the ward boundaries to result in substantially equal population across the wards.

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

Section 1. Ordinance Number 1802 is hereby repealed in its entirety and replaced by this Ordinance.

Section 2. There will be four (4) wards established within the City of Chesterfield as depicted on the Ward map, which is attached hereto as Exhibit 1.

Section 3. The ward boundary lines within the City of Chesterfield are described and designated as the following election districts for the election of council members pursuant to the ordinances of the City of Chesterfield.

- A.** Ward 1 – see attached legal.
- B.** Ward 2 – see attached legal.
- C.** Ward 3 – see attached legal.
- D.** Ward 4 – see attached legal.

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

Passed and approved this _____ day of _____, 2021.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD:

City of Chesterfield – Ward 1

Revised: June 6, 1988

Revised: July 15, 1988

Revised: December 1, 1988

Revised: October 7, 1991

Revised: November 5, 2001

Revised: November 15, 2021

City of Chesterfield – Ward 2

Revised: June 6, 1988

Revised: July 15, 1988

Revised: November 5, 2001

Revised: November 15, 2021

City of Chesterfield – Ward 3

Revised: June 6, 1988

Revised: July 15, 1988

Revised: December 1, 1988

Revised: November 5, 2001

Revised: November 15, 2021

City of Chesterfield – Ward 4

Revised: June 6, 1988

Revised: July 15, 1988

Revised: December 1, 1988

Revised: October 7, 1991

Revised: November 5, 2001

Revised: November 15, 2021

Memorandum

Department of Planning

To: Finance and Administration Committee

From: Justin Wyse, Director of Planning *JW*

Date: October 18, 2021

RE: Census - Redistricting



Summary

Staff received input on the proposed modifications to the City's ward boundaries at the September 28th, 2021 meeting of the Finance and Administration Committee. Staff was given direction on modifications to the ward boundaries based on the 2020 Census population data.

Existing Population by Ward

Ward	Population	% from equal
1	12,317	-1.46%
2	13,417	7.34%
3	12,362	-1.10%
4	11,903	-4.77%
Total	49,999	

The attached modifications to the ward boundaries result in the following population by ward.

Proposed Population by Ward

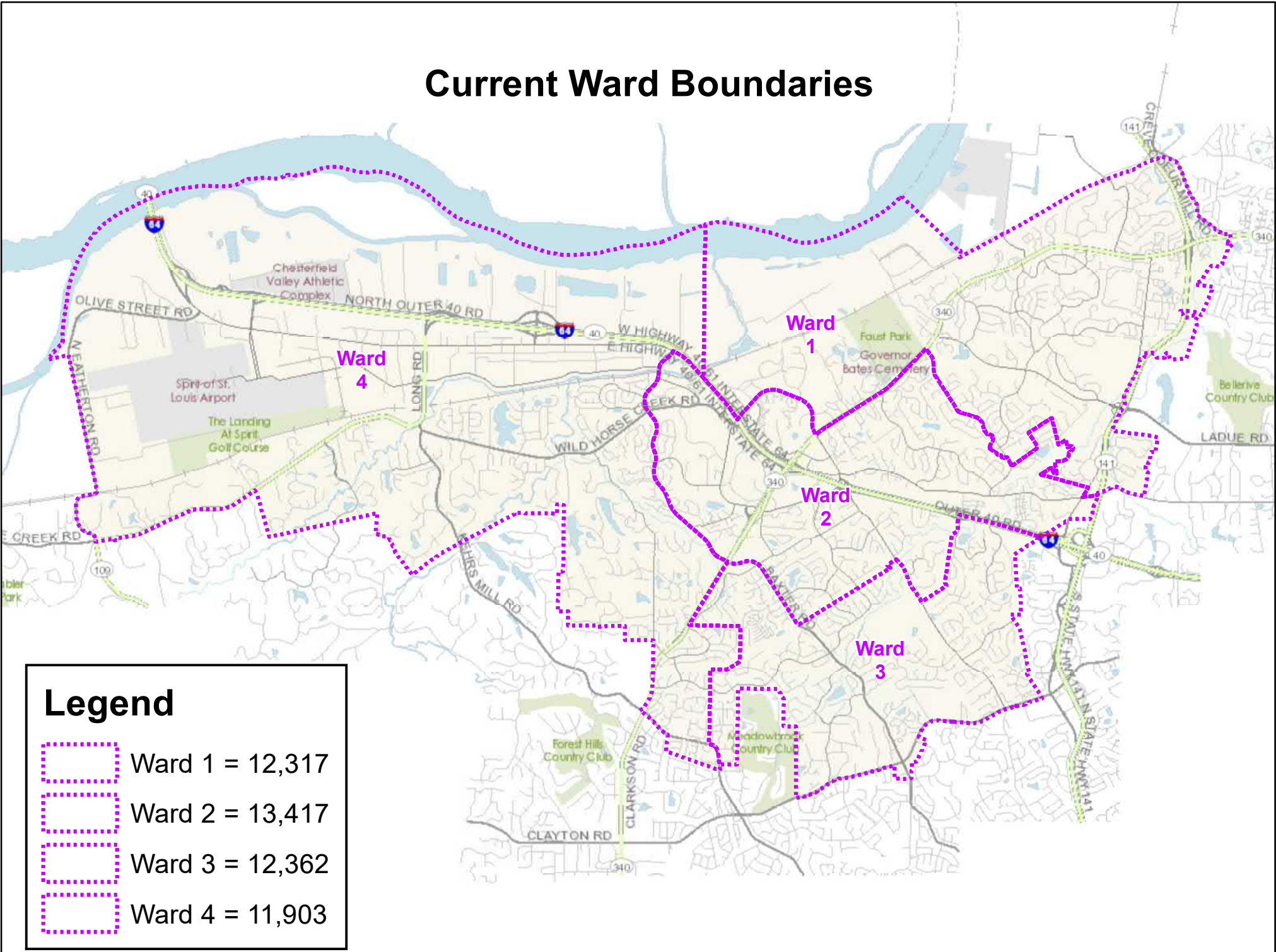
Ward	Population	% from equal
1	12,643	1.15%
2	12,376	-0.99%
3	12,362	-1.10%
4	12,618	0.95%

As discussed at the September 28th meeting, there are 622 census blocks within Chesterfield, each with geographic boundaries and population data. As with the initial proposed ward boundaries, there are difficulties in correlating Census blocks with subdivision boundaries. The City's GIS staff was able to import this information into our mapping capabilities and allow us to interactively develop these recommendations and include the modifications requested by the Committee.

The City is required to revise the ward boundaries to create wards that are substantially equal. The attached map has been created with the assistance of the Department of Information Technology and the Department of Planning to balance existing population to be in compliance with local and state law.

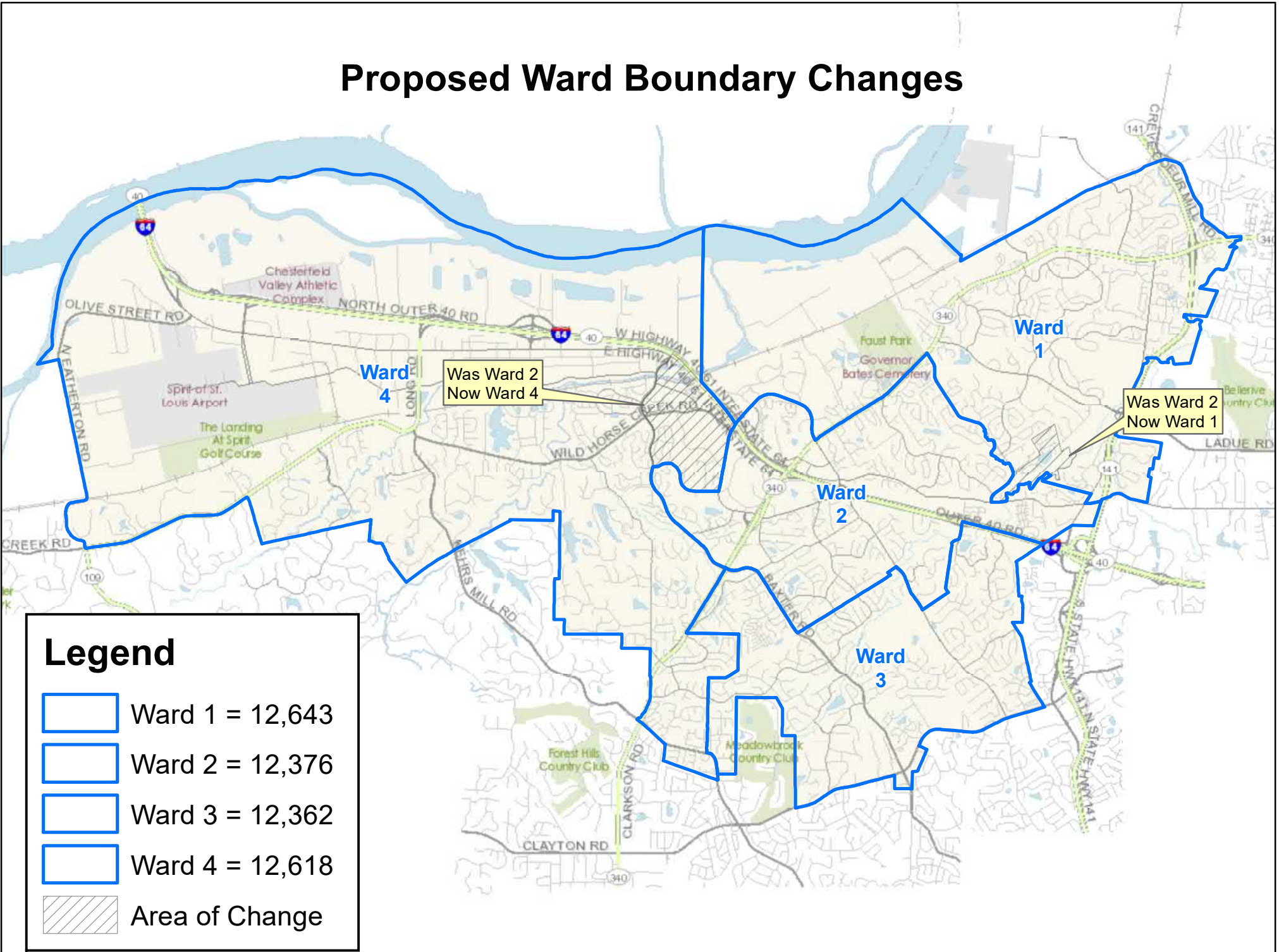
Attachments: Current Ward Boundaries with 2020 Census Data
Proposed Ward Redistricting Changes

Current Ward Boundaries



Esri., Inc., City of Chesterfield, Missouri

Proposed Ward Boundary Changes



Esri., Inc., City of Chesterfield, Missouri

PARKS, RECREATION AND ARTS COMMITTEE

Chair: Councilmember Mastorakos

Vice Chair: Councilmember Budoor.

Central Park eight-acre Conceptual Plan (Voice Vote)

The Parks, Recreation and Arts Committee recommended approval of the Central Park Master plan and to proceed with improvements to Park Circle Drive, Lighting, Sidewalks, Pickleball courts and parking. The final location of the Pickleball Courts is subject to further discussion. Funding for the Pickleball courts has been provided through the ARPA strategy and road related improvements are financed by the Certificate of Participation proceeds authorized with the land acquisition.

NEXT MEETING

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

If you have any questions or require additional information, please contact Parks, Recreation and Arts Director Thomas McCarthy or me prior to Monday's meeting.



PARKS, RECREATION AND ARTS COMMITTEE OF COUNCIL MEETING RESULTS

**October 27, 2021
City Hall Room 202**

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

Those in attendance included:

Councilmember Mary Monachella, Ward I
Chairperson Mary Ann Mastorakos, Ward II
Councilmember, Dan Hurt, Ward III
Councilmember, Gary Budoor, Ward IV

Also in attendance were:

Mayor Bob Nation
Director of Parks, Recreation & Arts, Tom McCarthy
Executive Assistant, Parks, Recreation & Arts, Ann-Marie Stagoski
Mike Whelan, Chair, Parks, Recreation & Arts Citizens Advisory Committee
Bill Houck
Elmer Weis

Agenda Item #1: Approval of Minutes

The meeting results of the July 26, 2021 Parks, Recreation & Arts Committee of Council Meeting were submitted for approval. Councilmember Monachella made a motion, seconded by Councilmember Budoor, to approve the meeting results. There being no discussion, the motion was passed by a voice vote of 4 to 0.

Agenda Item #2: Central Park Master Plan Approval and Recommendation – vote required

Director McCarthy presented the overall concept for the expansion of Central Park with the acknowledgement that this is a long-term conceptual plan that could change and funding is not available for all elements at this time. It is currently being requested that the committee approve and move on to full council the development of Loop Road, sidewalks and lighting along that road, 6 pickleball courts and parking near pickleball. Survey results (attached) reflecting the desire for additional pickleball courts at Central Park were distributed.

There was discussion on the overall concept, number of trees being planned for installation in this phase and location of pickleball courts. Councilmember Hurt proposed an alternate location of the pickleball courts and discussed moving them to the main Central Park lot near the pool. Concerns over the loss of parking was a big concern. Funding for the pickleball courts has been previously approved through ARPA funds and must be spent in 2022. Some funding for park development has been allocated previously. It would cost approximately \$275,000 to build out the road.

Councilmember Mastorakos moved to accept the conceptual plan as outlined for Central Park to include Parks Circle Dr., lighting and sidewalks along Parks Circle Drive, and pickleball courts (whose location will be determined in the future). Councilmember Budoor seconded the motion.

There was discussion on language and Councilmember Monachella moved to amend the motion to remove the word "include" and add "and start with" as well as amend it to say "sidewalks adjacent to the Loop Road". Councilmember Hurt seconded the motion. The amendment passed 4-0 and the motion passed 4-0.

Agenda Item #3: Municipal Parks Grant, Round 22

Director McCarthy explained that the City received a grant through the Municipal Parks Grant Round 22 for \$525,000 (which is the maximum allowed) to help offset the costs of phase 2 of Logan Park. The City would need to fund an additional \$139,925 to complete all components of phase 2.

Included in the grant were: grading, an 8-foot-wide concrete trail, two pickle ball courts with fencing, retaining wall, storm water retention, three shade structures, native meadow plantings, landscape buffer, trashcans, benches, park sign, seed for turf and additional amenities, design, engineering, permitting fees, bidding and construction.

Councilmember Hurt inquired as to the rock trail near the south end. Director McCarthy explained that that was a swale and the fence was put in as a boundary marker to the end of the park.

Agenda Item #4: Cricket Discussion

Councilmember Budoor passed out literature (attached) and spoke to the climate of cricket in the St. Louis region and is requesting the City of Chesterfield to build pitches. There were questions about the age range of groups which was explained to be 6-16 years as well as if there were grant programs to build them to which Councilmember Budoor was not familiar with any.

Director McCarthy explained that 7-8 years ago the city tried to recruit cricket but the club was in Maryland Heights at the time and didn't want to move. We were also talking with another group in Dardenne Prairie but they seemed to have a good deal at their location and recently hosted a 17-team tournament. Currently tournaments are held at a facility in Wentzville and Dardenne Prairie.

Concerns included field usage and cost of installation which for a 12 X 125 concrete pitch with irrigation costs around \$30,000. Adding lights is over \$100,000 per field. In the past discussions have collapsed when costs of rental have come up. Games vary in time and would be challenging to charge for.

There was a consensus among the committee members to have Director McCarthy continue discussions with cricket groups.

Agenda Item #5: Diwali Discussion

Councilmember Budoor proposed having a Diwali festival hosted by the City. He passed out a flyer (attached) and described the festival. There was enthusiasm for learning more about the celebration however planning an event in a week was very short notice and there were concerns about hosting events for one religion. The idea of a "Day of Unity" was proposed.

Agenda Item #6: Holiday Tree Lighting Update

The event will happen December 4th. The Santa Dash starts at 3:00. It will be about a mile and a half run where participants will get a hat and bells. The Candy Cane Hunt will be at 4:00 and the Tree Lighting starts at 5:30. There will be a toy drive. Participants will be entered into a raffle and the winner will get to flip the switch to light the tree. The live, 18-20-foot tree will be in Parks Circle Drive roundabout. There will also be cookies, coffee, hot chocolate and music.

Agenda Item #5: New Business

Director McCarthy mentioned the Softball Exposure Tournament this past weekend at the CVAC. Highlights were the tournament had 160 teams present and 150 of the teams were from out of town. The synthetic fields were a huge hit and there is another softball tournament scheduled this coming weekend with St. Louis Softball Showcase hosting 65 teams with 50 from out of town.

Agenda Item #6: Adjournment

There being no further business to discuss, Chairperson Mastorakos adjourned the meeting at 7:04 p.m.

Memorandum

To: Mike Geisel, City Administrator
From: Tom McCarthy 
Director of Parks, Recreation and Arts
Date: 11/21/2021
Re: Recommendation on the Central Park
Eight Acre Conceptual Plan



The Parks, Recreation & Arts Citizen Advisory Committee reviewed the Central Park eight-acre Conceptual Master Plan at our meeting on October 27, 2021. See the attached plan below, the Parks, Recreation and Arts Citizens Advisory draft minutes, and the Parks Committee of Council draft minutes. There was quite a bit of discussion on the overall concept for the expansion of Central Park with the acknowledgement that this is a long-term conceptual plan that could change and funding is not currently available for all elements at this time. It was requested that the committee approve and move on to full council the development of the Loop Road, sidewalks and lighting along that road, six pickleball courts and parking near the pickleball courts. Survey results (attached) reflecting the desire for additional pickleball courts at Central Park were distributed.

There was discussion on the overall concept, number of trees being planned for installation in this phase and location of pickleball courts. Councilmember Hurt proposed an alternate location of the pickleball courts and discussed moving them to the main Central Park lot near the pool. Loss of parking was a big concern with that location. Funding for the pickleball courts has been previously approved through ARPA funds and must be spent in 2022. Some funding for park development has been allocated previously. It would cost around \$275,000 to build out the road based on a budget number we received from Public Works last year.

Councilmember Mastorakos moved to accept the conceptual plan as outlined for Central Park to include Parks Circle Dr., lighting and sidewalks along Parks Circle Drive, and pickleball courts (whose location will be determined in the future). Councilmember Budoor seconded the motion.

There was discussion on language and Councilmember Monachella moved to amend the motion to remove the word "include" and add "and start with" as well as amend it to say "sidewalks adjacent to the Loop Road". Councilmember Hurt seconded the motion. The amendment passed 4-0 and the motion passed 4-0.

With your approval we would like to move this forward to the full Council on November 15, 2021 to get their approval.

Central Park Master Plan

Final Master Plan Report

August 27, 2021



ACKNOWLEDGEMENTS

CITY OF CHESTERFIELD

THOMAS MCCARTHY | DIRECTOR OF PARKS, RECREATION AND ARTS
STEVE JARVIS | ASSISTANT DIRECTOR OF PARKS, RECREATION AND ARTS
JASON BAUCOM | SUPERINTENDENT OF ARTS & ENTERTAINMENT
KARI JOHNSON | SUPERINTENDENT OF RECREATION
ANN-MARIE STAGOSKI | EXECUTIVE ADMINISTRATIVE ASSISTANT

PLANNING TEAM

JAY WOHLSCHLAEGER | PARTNER-IN-CHARGE
SCOTT RUNDE | PROJECT MANAGER
WES HAID | PRODUCTION LEAD



CITY OF CHESTERFIELD, MO - CENTRAL PARK MASTER PLAN

INTRODUCTION	4
INVENTORY AND ANALYSIS	5
ALIGNMENT WITH EXISTING PLANS	8
CONCEPT DESIGN ALTERNATIVES	9
COMMUNITY FEEDBACK	12
FINAL MASTER PLAN	16
COST OPINION / CONCLUSION	21

INTRODUCTION

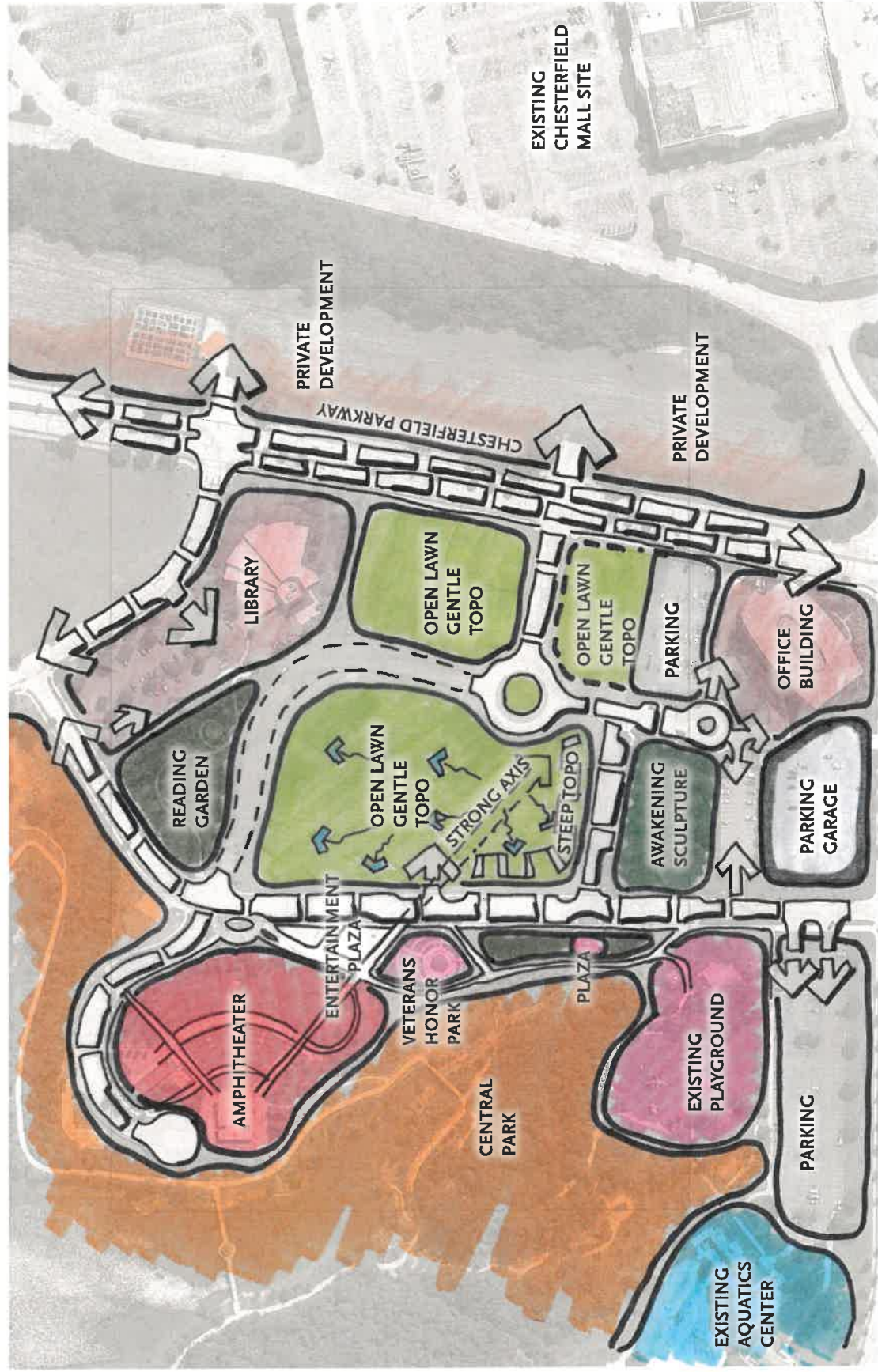
The City of Chesterfield, MO engaged SWT Design in the Winter of 2020 to conduct a parks master plan for an expansion of Central Park. The study area highlighted in the aerial image below includes approximately eight acres of undeveloped land directly to the east of Central Park. As a master plan, this document details the engagement and design process conducted with city representatives and the wider Chesterfield community that resulted in the final master plan concept for the expansion of Central Park. Included in this master plan document is a summary of feedback received from the community, a series of concept plans, the final master plan and an opinion of probable construction cost for the implementation of the master plan.

EXISTING CONDITIONS

The existing Central Park is approximately 55 acres in size and is located just off Chesterfield Parkway to the west of the Chesterfield Mall property and Sachs Branch Public Library. The existing park has a wide variety of amenities geared to users of all ages and interests. Some of the existing amenities and programming within the park includes trail networks, lake, playgrounds, amphitheater, aquatic center, restrooms, picnic areas, pavilions, memorials, and public art. The expansion area is located directly between Sachs Branch Library to the north and existing office buildings to the south. The site has previously been utilized for agricultural purposes and flexible use space for special events.



SITE ANALYSIS



SITE ANALYSIS, CONT.

FIELD VISIT

The design team visited the project site on February 26, 2021 to view existing conditions of the project site and surrounding context. The expansion project site is largely undeveloped with the exception of sewer structures located within right-of-way for a future roadway that bisects the 8 acre area.

Directly to the east of the expansion parcel the site is bounded by Chesterfield Parkway and the adjacent Chesterfield Mall property. Veteran's Place Drive runs along the west side of the expansion site. The west side of the site also includes the Chesterfield Amphitheater, Veterans Honor Park, and Central Park lake. The Chesterfield Family YMCA and Sach's Branch Library are located to the north of the project site. Directly to the south of the project site includes open space which houses the "Awakening" sculpture along with parking lots, a parking garage and an office building.

The existing site area generally slopes east to west and is currently roughly graded and surfaced with turf type grasses.





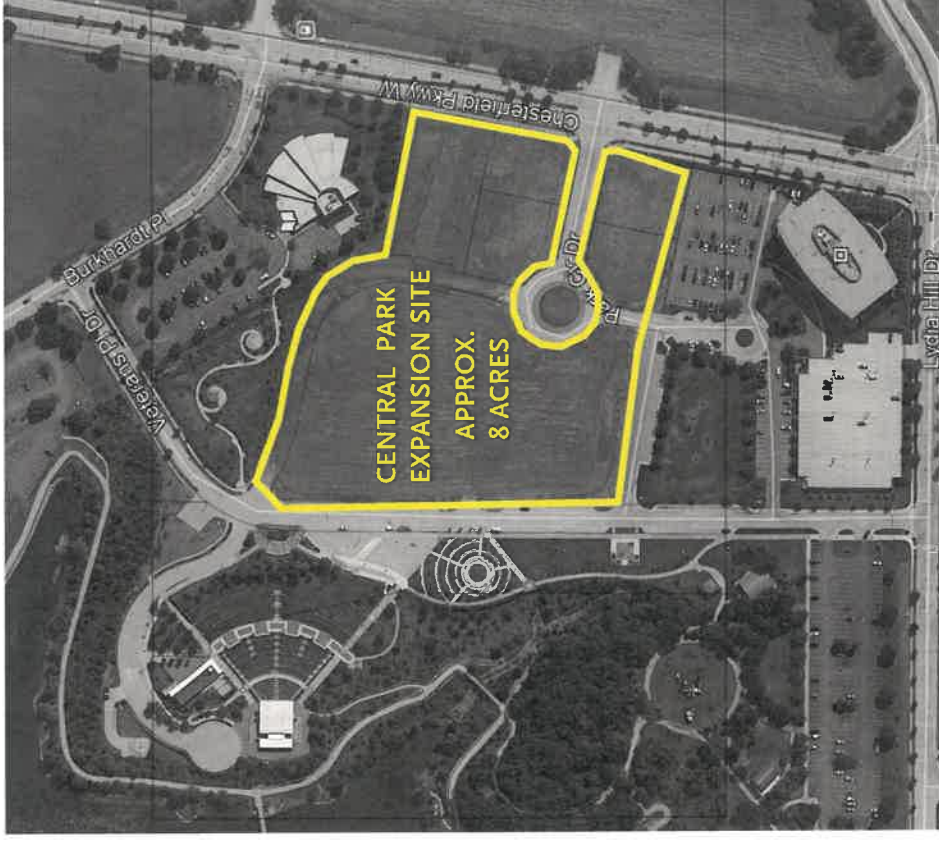
ALIGNMENT WITH EXISTING PLANS

PARKS, RECREATION & ARTS MASTER PLAN KEY RECOMMENDATIONS

- Enhance the new park space for everyday use of residents
- Land has been purchased for expansion of Central Park
- Build Loop Road to provide better traffic flow and additional parking for the park.
- Build pickleball complex in the new space to provide the community with additional park amenities at a central location.

POTENTIAL PROGRAMMING IDEAS BASED ON PREVIOUS PLANNING DOCUMENTS

- Flexible event space for more community programs
- Event / passive use lawn and hardscape plaza space
- Unique shade structures and interactive lighting
- Landforms / berms / terraced seating areas
- Sculpture and public art
- Permanent and/or temporary parking
- Roadway removal / realignment
- Future development / parking around park



CONCEPT DESIGN ALTERNATIVES



- KEY**
- 01 ENTERTAINMENT PLAZA AREA
 - 02 PRIMARY REINFORCED EVENT LAWN / OPEN TURF
 - 03 SECONDARY EVENT LAWN / OPEN TURF
 - 04 KEY ENTRANCE PLAZAS
 - 05 CENTRAL CIRCULATION SPINE / PLAZA
 - 06 POTENTIAL STAGE SETUP LOCATION
 - 07 SLOPED / TERRACED SEATING LAWN
 - 08 STREET BUILD OUT, VENDOR / EVENT STAGING
 - 09 EXISTING STREET / CIRCULATION MAINTAINED
 - 10 REMOVE EXISTING STREET CONNECTION
 - 11 ENTRY SCULPTURE/FEATURE
 - 12 POTENTIAL PARKING OR FUTURE DEVELOPMENT
 - 13 NEW DROP OFF ZONE
 - 14 NEW ROUNDABOUT



CONCEPT A

This concept reflects the formal geometry of the amphitheater and Veterans Honor Park. Extending from the south amphitheater entry walk a central spine connects to the Veterans Honor Park and an expanded Entertainment Plaza before continuing through the expansion property to a new park pedestrian entry at the Park Circle Drive roundabout. The grade in the expansion parcel is proposed to be cut down so it feels like a continuation of the existing park and the addition of walls along Park Circle drive will create an overlook into the park from the roundabout and an entry stair with

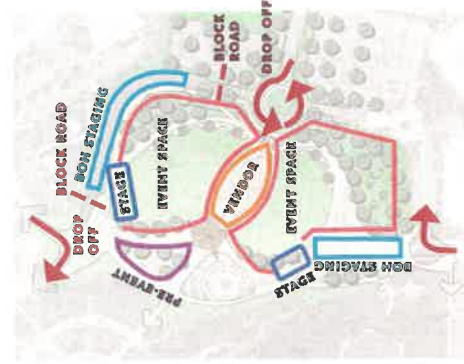
accessible walks down into the expanded park.

Two lawn panels in the center of the property provide open space for festival gathering and open park use. A large plaza at the south end of the park provides a location for event stage setup and seasonal activities. A system of walks throughout the site and along the perimeter connect to the existing park walks and provide shaded seating and vendor booth setup opportunities within the expansion site. Between these walks are additional green space for play, art installations or landscape areas.

CONCEPT DESIGN ALTERNATIVES



- KEY**
- 01 ENTERTAINMENT PLAZA AREA
 - 02 ICONIC PAVILION / SHADE STRUCTURE
 - 03 MAIN REINFORCED EVENT LAWN / OPEN TURF
 - 04 KEY ENTRANCE PLAZAS
 - 05 CENTRAL CIRCULATION SPINE / PLAZA
 - 06 POTENTIAL STAGE SETUP LOCATION
 - 07 SLOPED / TERRACED SEATING LAWN
 - 08 STREET BUILDOUT, VENDOR / EVENT STAGING
 - 09 EXISTING STREET / CIRCULATION MAINTAINED
 - 10 REMOVE EXISTING STREET CONNECTION
 - 11 SOLAR PANELS / SHADE STRUCTURE
 - 12 POTENTIAL PARKING OR FUTURE DEVELOPMENT
 - 13 NEW DROP OFF ZONE
 - 14 ENTRY SCULPTURE / FEATURE



EVENT USE DIAGRAM

CONCEPT B

This concept is organized around two large event lawns / open green spaces located north and south of a central plaza. The plaza is anchored on the west edge by a large signature shelter that can be programmed for festivals and provide an additional shelter within the park. The east end of the plaza terminates at the Park Circle Drive entry.

The lawn panels and paved plazas and walks create a multiuse event space and provide a variety of park use areas. Plaza areas at the north and south

ends of park expansion create pedestrian entries and social spaces. These areas are sized and oriented to support festival stages at each location for flexibility in configuration and allow for multiple smaller events to occur at one time within the park. The west side perimeter walk engages tree filled edges to the park and access to shade structures located along the edge of the lawn panels. The tree filled edge on the south side of the park encompasses The Awakening, bringing it even more into the park. Overall the perimeter walks, plazas, and central plaza will support a variety of events and activities while creating a perimeter trail with connections to adjacent sidewalks and internal park trails.



CONCEPT DESIGN ALTERNATIVES



- KEY**
- 01 ENTERTAINMENT PLAZA AREA
 - 02 ICONIC PAVILION / SHADE STRUCTURE
 - 03 MAIN REINFORCED EVENT LAWN / OPEN TURF
 - 04 KEY ENTRANCE PLAZAS
 - 05 CENTRAL CIRCULATION SPINE / PLAZA
 - 06 POTENTIAL STAGE SETUP LOCATION
 - 07 SLOPED / TERRACED SEATING LAWN
 - 08 STREET BUILDOUT, VENDOR / EVENT STAGING
 - 09 EXISTING STREET / CIRCULATION MAINTAINED
 - 10 REMOVE EXISTING STREET CONNECTION
 - 11 SOLAR PANELS / SHADE STRUCTURE
 - 12 POTENTIAL PARKING OR FUTURE DEVELOPMENT
 - 13 NEW DROP OFF ZONE
 - 14 ENTRY SCULPTURE / FEATURE
 - 15 SCULPTURE / ARTWORK INCORPORATION
 - 16 NEW ROUNDABOUT



CONCEPT C

Similar to the other concepts the grade in the expansion parcel is proposed to be lowered to match the existing park, creating an overlook at the Park Circle Drive roundabout. The overlook is expanded to include a trellis or shade structure and social gathering space with the stairs and accessible walk down into the park moved to the north and south ends of the overlook. This expanded area will be a landmark from Chesterfield Parkway and within the park, creating a visual entry for Central Park on the east side.

Within the expansion property a central paved spine leads from the east

park entry to the Veterans Honor Park and the expanded entertainment plaza. The event lawn is divided into four panels separated by the spine and internal circulation walks. The Awakening is incorporated into the southeast lawn panel and the other three lawn areas can be activated with sculpture installations. The shape of the lawn panels overlap the central spine creating areas for shade structures that engage the spine and lawn. A smaller plaza at the north end of the park provides a secondary activity area. Perimeter walks connect to the existing park walks and provide shaded seating and vendor booth setup opportunities.

CONCEPT ALTERNATIVES COMMUNITY FEEDBACK



1.52



2.06



2.46

Community was asked to identify their preferences, likes, and dislikes of each concept via an online survey. 50 people participated over approximately two weeks from March 18th to March 31st. Overall the community members who respond to the online survey preferred Concept C. (the numbers below each concept above is an aggregate score based on a number one preference ranking receiving three points, number two priority receiving two points and number three priority receiving one point.)

CONCEPT A - COMMUNITY FEEDBACK SUMMARY



- KEY**
- 01 ENTERTAINMENT PLAZA AREA
 - 02 PRIMARY REINFORCED EVENT LAWN / OPEN TURF
 - 03 SECONDARY EVENT LAWN / OPEN TURF
 - 04 KEY ENTRANCE PLAZAS
 - 05 CENTRAL CIRCULATION SPINE / PLAZA
 - 06 POTENTIAL STAGE SETUP LOCATION
 - 07 SLOPED / TERRACED SEATING LAWN
 - 08 STREET BUILD OUT, VENDOR / EVENT STAGING
 - 09 EXISTING STREET / CIRCULATION MAINTAINED
 - 10 REMOVE EXISTING STREET CONNECTION
 - 11 ENTRY SCULPTURE/FEATURE
 - 12 POTENTIAL PARKING OR FUTURE DEVELOPMENT
 - 13 NEW DROP OFF ZONE
 - 14 NEW ROUNDABOUT



PROS

- Removal of Veteran's Place Dr. thru the Park
- Incorporation of Awakening into the Park
- Green space and separate lawns for use
- Large walkways / paved areas for events
- Incorporation of shade trees

CONS

- Design too angular/geometric/rigid
- More green space should be included/minimize paving
- Would like to see inclusion of shade/pavilion structure
- Additional parking is needed
- Should include location for more than one stage
- Should include feature for use outside festivals / community events
- Concerned closing road will limit access to center of park

CONCEPT B - COMMUNITY FEEDBACK SUMMARY

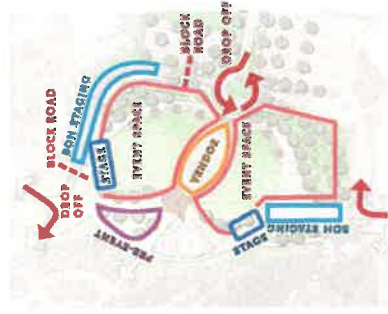


PROS

- Like the removal of Veteran's Place Dr. thru the Park
- Like the organization and flexibility of spaces, aesthetically pleasing design, balanced hardscape and softscape areas
- Like the Iconic pavilion, terraced seating and shade structures
- Like the option for multiple events

CONS

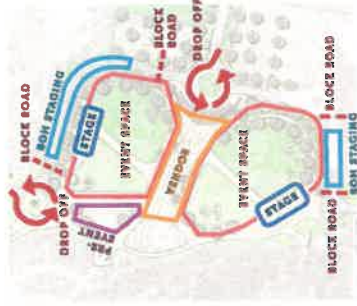
- More green space should be included/ minimize paving
- Additional parking is needed
- Awakening feels separated from the park
- Concerned closing road will limit access to center of park
- Consider including park features not geared toward festival use



CONCEPT C - COMMUNITY FEEDBACK SUMMARY



- KEY**
- 01 ENTERTAINMENT PLAZA AREA
 - 02 ICONIC PAVILION / SHADE STRUCTURE
 - 03 MAIN REINFORCED EVENT LAWN / OPEN TURF PARKS
 - 04 KEY ENTRANCE PLAZAS
 - 05 CENTRAL CIRCULATION SPINE / PLAZA
 - 06 POTENTIAL STAGE SETUP LOCATION
 - 07 SLOPED / TERRACED SEATING LAWN
 - 08 STREET BUILDOUT, VENDOR / EVENT STAGING
 - 09 EXISTING STREET / CIRCULATION MAINTAINED
 - 10 REMOVE EXISTING STREET CONNECTION
 - 11 SOLAR PANELS / SHADE STRUCTURE
 - 12 POTENTIAL PARKING OR FUTURE DEVELOPMENT
 - 13 NEW DROP OFF ZONE
 - 14 ENTRY SCULPTURE / FEATURE
 - 15 SCULPTURE / ARTWORK INCORPORATION
 - 16 NEW ROUNDABOUT



PROS

- Like the removal of Veteran's Place Dr. thru the Park
- Lots of multifunctional space, like the increase scale of open spaces, seems like it would work well for festivals
- Like the pavilion location, traffic flow and, connection of walkways
- Like the inclusion of art and Awakening into the space
- Like the central spine with shade structures and space for vendors during events.

CONS

- Could you a bit more visual interest
- More continuous green space should be included/ minimize paving
- Concerned closing road will limit access to center of park and limit traffic flow
- Consider including park features not geared toward festival use

OVERVIEW

The final master plan for the Central Park eight acre expansion encompasses the vision of the community which provides a flexible use space that enhances the property for everyday park use as well as potential future events that could be housed on the site. The concept plans developed throughout the process along with input from city officials, staff, and the community are incorporated into the development of the final master plan. This concept plan will complement the existing uses and amenities in the surrounding park area and provides new amenities which will further enhance the functionality, aesthetics, and activity within the space.

FLEXIBLE USE OPEN SPACE

A key element of this plan was to maintain the existing openness of the site to the extent possible while also providing spaces which can be utilized for various uses. The design provides for large connected opens spaces to be integrated directly into the east end of the existing Central Park. This will allow for a multitude of uses ranging from everyday passive park use to special events with more intense use of the space.

SITE CIRCULATION

The elimination of Veteran's Place Dr. along the park paired with the removal of the drive directly north of the "Awakening" will provide the space with a more direct connection into the existing trails and pedestrian network located in Central Park. The proposed walkways are designed to strike a balance of providing sufficient size for everyday and special event use, while minimizing the amount of impervious area that is added to the project size. Vehicular circulation will be maintained by implementing the previously planned roadway that connects from Park Circle Dr. north to Veteran's Place Dr. Parking is added along the new drive and the east portion of the property to help ensure sufficient access to the site by community members. ADA accessible parking is planned to be located near key activity hubs on the project site to provide more direct access for special events and the existing Veteran's Honor Park.

LANDSCAPE AND STORMWATER MANAGEMENT

The large open spaces located within the project site will be largely surfaced with turfgrass to allow for maximized flexible uses of the space. The intent of this plan as further detail is developed is to incorporate planting areas where appropriate that are composed of native plant species which will provide habitat and food sources for pollinators and other beneficial native insects and organisms. The periphery of the open spaces should be planted with canopy trees to help provide shade in the area. The design and installation of stormwater BMPs (best management practices) will be coordinated with MSD and incorporated into the site as the project develops.

PAVILIONS AND OTHER SITE AMENITIES

This design includes the incorporation of an iconic shade structure which can function as an activity hub, transition space for special events, and for everyday use. A pergola structure along the existing Park Circle Dr. can provide a comfortable gathering space and overlook into the park. Additional site amenities that should be incorporated into the site as the plan is developed should include site furnishings, utilities to support site uses, lighting, and directional signage. This plan also includes the incorporation of pickleball courts to help provide access to this type of recreational amenity to the surrounding community in this portion of the City. The intent of this plan is to utilize the site's topography to provide seating opportunities along the east edge of the main open space for everyday passive use and special events. It was also mentioned during the public meeting that there was a desire to incorporate public restrooms into the design to allow for better access to this amenity in the area.

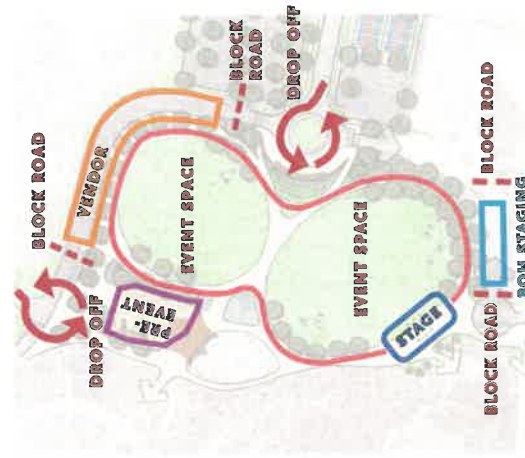
PUBLIC ART

This plan seeks to more directly integrate the existing "Awakening" sculpture piece into the park. Additionally, this plan calls for incorporating other public art pieces into the site when opportunity allows.



KEY

- 01 ENTERTAINMENT PLAZA AREA
- 02 ICONIC PAVILION / SHADE STRUCTURE
- 03 MAIN REINFORCED EVENT LAWN / OPEN TURF
- 04 KEY ENTRANCE PLAZAS
- 05 CENTRAL CIRCULATION SPINE / PLAZA
- 06 POTENTIAL STAGE SETUP LOCATION
- 07 SLOPED / TERRACED SEATING LAWN
- 08 STREET BUILDOUT, VENDOR / EVENT STAGING
- 09 EXISTING STREET / CIRCULATION MAINTAINED
- 10 REMOVE EXISTING STREET CONNECTION
- 11 OVERLOOK PLAZA / PERGOLA
- 12 POTENTIAL FUTURE PARKING
- 13 ACCESSIBLE PARKING
- 14 ENTRY SCULPTURE / FEATURE
- 15 SCULPTURE / ARTWORK INCORPORATION
- 16 PICKLEBALL COURTS (6 TOTAL)



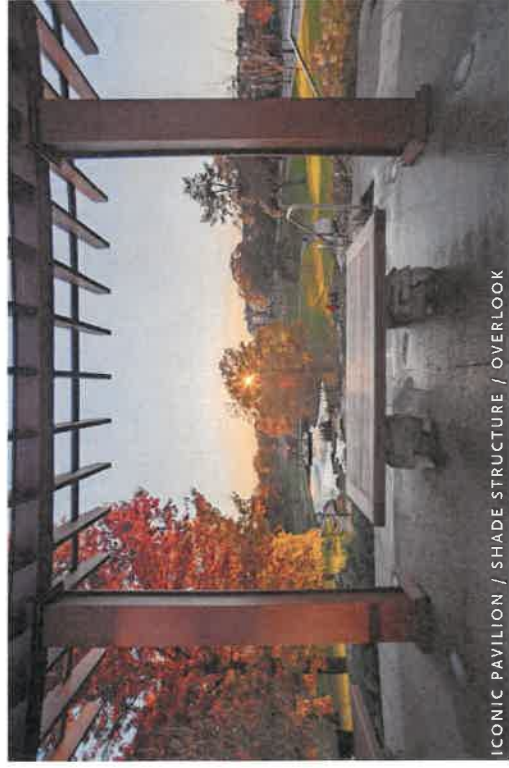
FINAL MASTER PLAN - CONCEPT IMAGERY



Example concept imagery presented at open house #2.



FINAL MASTER PLAN - CONCEPT IMAGERY



Example concept imagery presented at open house #2.

FINAL MASTER PLAN - CONCEPT IMAGERY



Example concept imagery presented at open house #2.



COST OPINION / CONCLUSION

Included on the next page is an opinion of probable construction costs for the implementation of the Central Park Expansion master plan. The costs are based on available information obtained by the design team during the master plan phase of work, and should be refined as design development continues and more detail is defined. Costs are based on 2021 construction costs and are subject to fluctuation in the market place. This information is to be used in conjunction with the master plan to establish a logical sequence of budgeted projects to be implemented by the city of Chesterfield.

CONCLUSION

The master plan is only the first step in the successful expansion of the Central Park property. Following the completion of this planning effort, The City will proceed with phasing the design and implementation of this master plan. It is anticipated to complete the design in multiple phases funded through a combination of sources including the Municipal Park Grant program, budgeted funds, and in-house construction services.

1 Demolition & Site Prep				
Item	Quantity	Unit	Unit Cost	Subtotal
Erosion Control	1	al	\$15,000.00	\$15,000.00
Earthwork - Grading	1	al	\$25,000.00	\$25,000.00
Earthwork - Haul Off	1	al	\$150,000.00	\$150,000.00
Roadway Removal	1	al	\$185,000.00	\$185,000.00
Misc. Site Removals (Lighting, Furnishings, Walkways, etc.)	1	al	\$40,000.00	\$40,000.00
Sewer / Water Utility Modifications	1	al	\$100,000.00	\$100,000.00
Electrical Utility Modifications	1	al	\$70,000.00	\$70,000.00
Subtotal				\$585,000.00
2 Hardscape				
Item	Quantity	Unit	Unit Cost	Subtotal
New Roadway - Incl. base, curbs, and gutters	1	al	\$300,000.00	\$300,000.00
New Comfort Station - Mens/Womens, Family Room, Storage, Mael	1	al	\$1,200,000.00	\$1,200,000.00
Concrete Walkway - Standard Broom Finish	124,000	sf	\$10.00	\$1,240,000.00
Asphalt Parking Areas - Including paving, curbs, etc., striping	67,500	sf	\$6.00	\$405,000.00
Pickleball Courts - 6 courts	1	al	\$300,000.00	\$300,000.00
Pergola Structure - approx. 120 LF - metal structure	1	al	\$200,000.00	\$200,000.00
Iconic Pavilion Structure - Tensioned Fabric Structure	1	al	\$750,000.00	\$750,000.00
Site Lighting (Slanted Street Lighting, Pedestrian Lighting, etc.)	580	lf	\$45.00	\$26,100.00
Prevent Area Fencing - 6' Coated Chainlink	125	ton	\$550.00	\$68,750.00
Terraced Setwalls - Snapped Natural Stone Slabs	1	al	\$120,000.00	\$120,000.00
Entry Plaza Hardscape Improvements	225	lf	\$150.00	\$33,750.00
Pedestrian Guardrail	675	sf/ft	\$45.00	\$30,375.00
Retaining Wall (avg. 3' ht.)				
Subtotal				\$4,973,975.00
3 Landscape				
Item	Quantity	Unit	Unit Cost	Subtotal
Canopy Trees	85	3" Cal.	\$600.00	\$51,000.00
Flowering Trees	12	2" Cal.	\$440.00	\$5,280.00
Evergreen Trees	12	8' ht	\$480.00	\$5,760.00
Planting Area (Shubs, Perennials, Amended Topsoil, and Mulch)	35,000	sf	\$4.50	\$157,500.00
Turf (assumed some topsoil can be salvaged from site)	248,300	sf	\$0.75	\$186,225.00
Subtotal				\$4,055,765.00
4 Storm Water Enhancement / Bio-swales				
Item	Quantity	Unit	Unit Cost	Subtotal
BMPs WQ Basins	13,500	sf	\$4.00	\$54,000.00
Bio-swales (Parking Lots)	400	lf	\$25.00	\$10,000.00
Subtotal				\$64,000.00
5 Miscellaneous				
Item	Quantity	Unit	Unit Cost	Subtotal
Bollards	80	ea	\$1,000.00	\$80,000.00
Site Furnishings	1	al	\$50,000.00	\$50,000.00
Sculpture / Public Artwork	1	al	\$75,000.00	\$75,000.00
Entry Signage	1	al	\$50,000.00	\$50,000.00
Subtotal				\$255,000.00
6 Irrigation				
Item	Quantity	Unit	Unit Cost	Subtotal
Irrigation	142,000	sf	\$1.25	\$177,500.00
Subtotal				\$177,500.00
Sub Total:				\$6,461,240.00
8% Contractor's General Conditions & Mobilization				\$516,899.20
7% Contractor Overhead and Profit				\$452,286.80
12% Design and Engineering/Permitting Fees				\$775,348.80
10% Construction Contingency				\$646,124.00
Grand Total:				\$8,851,898.80

KEY:

ea. - each
lf. - linear foot
ls. - lump sum
sf. - square foot
al. - allowance

sf./ft. - square foot of wall face
cy. - cubic yard
sq. - square yard
N.I.C. - not in contract
Cal. - caller
Ht. - height

Parks, Recreation & Arts Citizen's Advisory Committee Meeting Results

Saturday October 9th, 2021 at 8:15 AM.

Present

Ward Name

I – Laura Schellenberg

I - Gary Stein

II - Barbara Briggs

III – Alan Politte

IV – Jim Pisoni

Tom McCarthy – Parks Recreation & Arts Director

Mary Ann Mastorakos – Chesterfield City Council

Bob Nation – Chesterfield Mayor

1. Approval of July 14th, 2021 Meeting Results – Meeting was called to order by Vice-Chair Gary Stein at 8:20. Minutes were reviewed and approved.

2. Municipal Planning Grant Central Park Schedule – Handout of the Final Master Plan Report distributed and options discussed to begin implementation with available funds. The committee agreed to start with the loop road, Pickleball courts, main field grading, and lighting. Motion was approved for Tom to forward recommendations to City Council.

3. Logan Park – Phase I plan in process with minor adjustments. Phase II Planning Grant is submitted and awaiting approval.

4. Kilo Art Donation Project – Email update from Rob Kilo: Rob Kilo privately commissioned a Monarch Butterfly statue that is similar to Portal to Metamorphosis. Rob worked with the sculptor, Glory Hartsfield, to create an original custom statue. The statue was approved through the city process and will be provided on loan to the city in 5 year increments. It will be located at the beginning of the Riparian Trail extension at August Hill Drive. The concept of Monarch Plaza will require significant fund raising and possibly city funds for completion.

Tom advised that the Parks and Rec department will mount the statue but there are no additional city funds at this time.

5. Don Collins Memorial – Handout distributed with variety of memorial options and associated costs. Committee will review and discuss further at next meeting.

6. ARPA Funds Update – Handout distributed from the Chesterfield City Administrator outlining the impact of the Federal American Rescue Plan Act (ARPA) on Chesterfield. This detailed how much the city will receive, what the funds can be used for along with any restrictions, and the timing/reporting requirements of the funds. It also included a list of potential items to be funded and the estimated cost of each.

7. Holiday Tree Lighting – Event planned for December 4th at Central Park and will include a Santa Dash, Candy Cane Hunt and Tree Lighting ceremony. Volunteers will be needed to help with the event.

8. Nominations for Chair, Vice Chair and Secretary – Tom reminded the committee to begin thinking about nominations for these positions.

9. Unfinished Business – Tom provided updates on the Eberwein Park trail reconstruction, Monarch Levee Trail extension and Riparian Trail extension.

10. New Business – None.

The meeting was adjourned at 9:10 AM.



PARKS, RECREATION AND ARTS COMMITTEE OF COUNCIL MEETING RESULTS

**October 27, 2021
City Hall Room 202**

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

Those in attendance included:

Councilmember Mary Monachella, Ward I
Chairperson Mary Ann Mastorakos, Ward II
Councilmember, Dan Hurt, Ward III
Councilmember, Gary Budoor, Ward IV

Also in attendance were:

Mayor Bob Nation
Director of Parks, Recreation & Arts, Tom McCarthy
Executive Assistant, Parks, Recreation & Arts, Ann-Marie Stagoski
Mike Whelan, Chair, Parks, Recreation & Arts Citizens Advisory Committee
Bill Houck
Elmer Weis

Agenda Item #1: Approval of Minutes

The meeting results of the July 26, 2021 Parks, Recreation & Arts Committee of Council Meeting were submitted for approval. Councilmember Monachella made a motion, seconded by Councilmember Budoor, to approve the meeting results. There being no discussion, the motion was passed by a voice vote of 4 to 0.

Agenda Item #2: Central Park Master Plan Approval and Recommendation – vote required

Director McCarthy presented the overall concept for the expansion of Central Park with the acknowledgement that this is a long-term conceptual plan that could change and funding is not available for all elements at this time. It is currently being requested that the committee approve and move on to full council the development of Loop Road, sidewalks and lighting along that road, 6 pickleball courts and parking near pickleball. Survey results (attached) reflecting the desire for additional pickleball courts at Central Park were distributed.

There was discussion on the overall concept, number of trees being planned for installation in this phase and location of pickleball courts. Councilmember Hurt proposed an alternate location of the pickleball courts and discussed moving them to the main Central Park lot near the pool. Concerns over the loss of parking was a big concern. Funding for the pickleball courts has been previously approved through ARPA funds and must be spent in 2022. Some funding for park development has been allocated previously. It would cost approximately \$275,000 to build out the road.

Councilmember Mastorakos moved to accept the conceptual plan as outlined for Central Park to include Parks Circle Dr., lighting and sidewalks along Parks Circle Drive, and pickleball courts (whose location will be determined in the future). Councilmember Budoor seconded the motion.

There was discussion on language and Councilmember Monachella moved to amend the motion to remove the word "include" and add "and start with" as well as amend it to say "sidewalks adjacent to the Loop Road". Councilmember Hurt seconded the motion. The amendment passed 4-0 and the motion passed 4-0.

Agenda Item #3: Municipal Parks Grant, Round 22

Director McCarthy explained that the City received a grant through the Municipal Parks Grant Round 22 for \$525,000 (which is the maximum allowed) to help offset the costs of phase 2 of Logan Park. The City would need to fund an additional \$139,925 to complete all components of phase 2.

Included in the grant were: grading, an 8-foot-wide concrete trail, two pickle ball courts with fencing, retaining wall, storm water retention, three shade structures, native meadow plantings, landscape buffer, trashcans, benches, park sign, seed for turf and additional amenities, design, engineering, permitting fees, bidding and construction.

Councilmember Hurt inquired as to the rock trail near the south end. Director McCarthy explained that that was a swale and the fence was put in as a boundary marker to the end of the park.

Agenda Item #4: Cricket Discussion

Councilmember Budoor passed out literature (attached) and spoke to the climate of cricket in the St. Louis region and is requesting the City of Chesterfield to build pitches. There were questions about the age range of groups which was explained to be 6-16 years as well as if there were grant programs to build them to which Councilmember Budoor was not familiar with any.

Director McCarthy explained that 7-8 years ago the city tried to recruit cricket but the club was in Maryland Heights at the time and didn't want to move. We were also talking with another group in Dardenne Prairie but they seemed to have a good deal at their location and recently hosted a 17-team tournament. Currently tournaments are held at a facility in Wentzville and Dardenne Prairie.

Concerns included field usage and cost of installation which for a 12 X 125 concrete pitch with irrigation costs around \$30,000. Adding lights is over \$100,000 per field. In the past discussions have collapsed when costs of rental have come up. Games vary in time and would be challenging to charge for.

There was a consensus among the committee members to have Director McCarthy continue discussions with cricket groups.

Agenda Item #5: Diwali Discussion

Councilmember Budoor proposed having a Diwali festival hosted by the City. He passed out a flyer (attached) and described the festival. There was enthusiasm for learning more about the celebration however planning an event in a week was very short notice and there were concerns about hosting events for one religion. The idea of a "Day of Unity" was proposed.

Agenda Item #6: Holiday Tree Lighting Update

The event will happen December 4th. The Santa Dash starts at 3:00. It will be about a mile and a half run where participants will get a hat and bells. The Candy Cane Hunt will be at 4:00 and the Tree Lighting starts at 5:30. There will be a toy drive. Participants will be entered into a raffle and the winner will get to flip the switch to light the tree. The live, 18-20-foot tree will be in Parks Circle Drive roundabout. There will also be cookies, coffee, hot chocolate and music.

Agenda Item #5: New Business

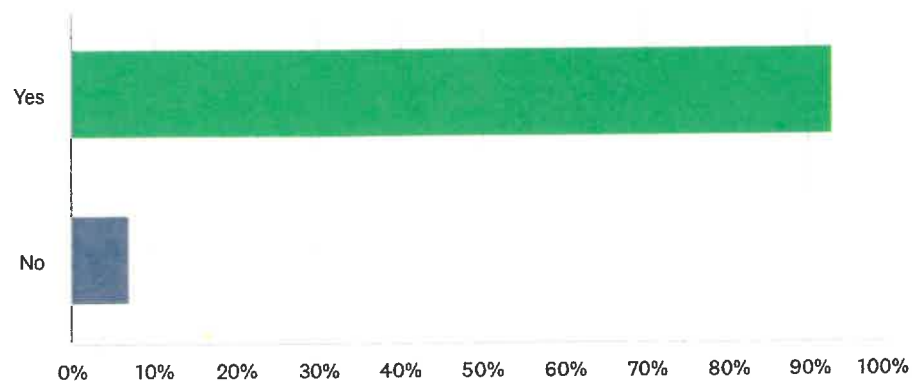
Director McCarthy mentioned the Softball Exposure Tournament this past weekend at the CVAC. Highlights were the tournament had 160 teams present and 150 of the teams were from out of town. The synthetic fields were a huge hit and there is another softball tournament scheduled this coming weekend with St. Louis Softball Showcase hosting 65 teams with 50 from out of town.

Agenda Item #6: Adjournment

There being no further business to discuss, Chairperson Mastorakos adjourned the meeting at 7:04 p.m.

Q1 Do you feel the City of Chesterfield needs more pickleball courts?

Answered: 43 Skipped: 0



ANSWER CHOICES

Yes

RESPONSES

93.02%

40

No

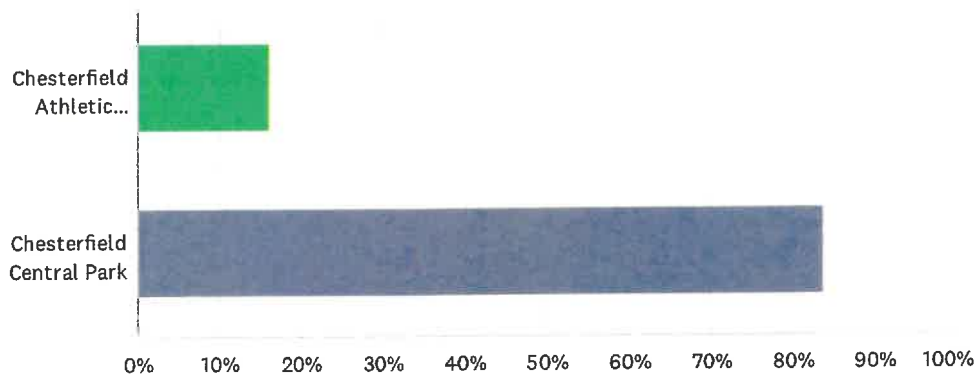
6.98%

3

Total Respondents: 43

Q2 If the City were to add more courts, where would you prefer them?

Answered: 43 Skipped: 0



ANSWER CHOICES

Chesterfield Athletic Complex

RESPONSES

16.28%

7

Chesterfield Central Park

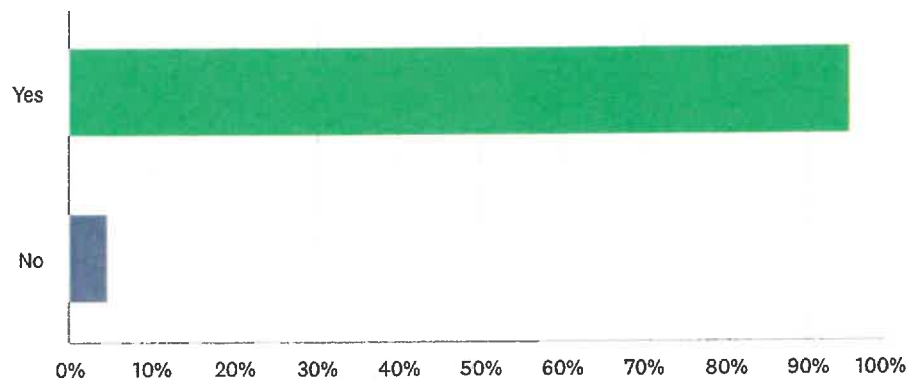
83.72%

36

TOTAL

43

Q3 Do you think the pickleball courts should have lights to play in the evenings?



ANSWER CHOICES

RESPONSES

Yes

95.35%

41

No

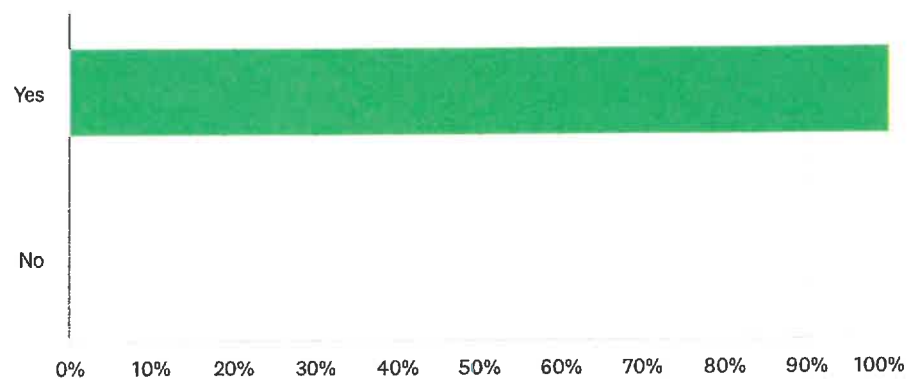
4.65%

2

Total Respondents: 43

Q4 Have you attended the pickleball clinics offered through the City of Chesterfield Parks, Recreation & Arts Department?

Answered: 43 Skipped: 0



ANSWER CHOICES

RESPONSES

Yes

100.00%

43

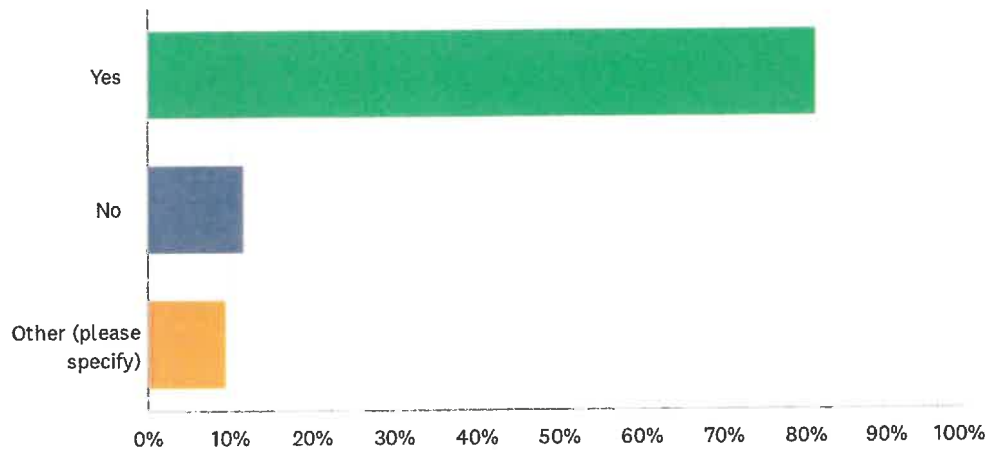
No

0.00%

0

Total Respondents: 43

Q5 Do you think the City should offer more pickleball clinics?



ANSWER CHOICES

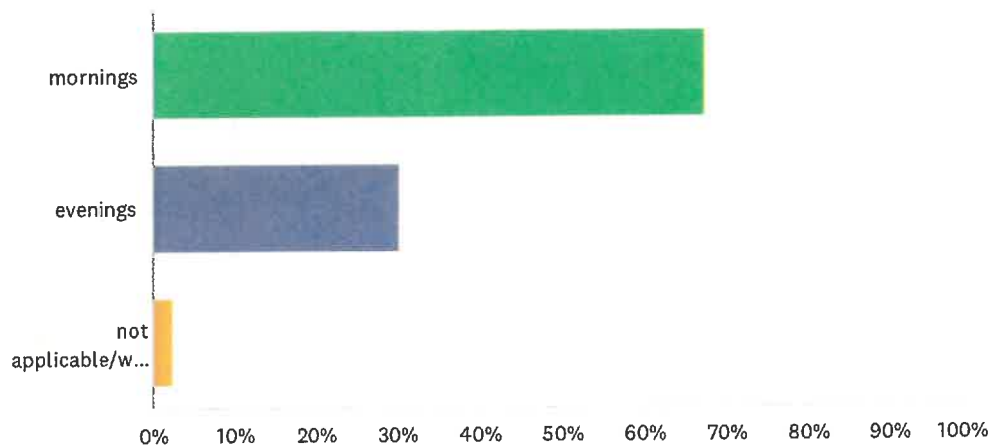
RESPONSES

Yes	81.40%	35
No	11.63%	5
Other (please specify)	9.30%	4
Total Respondents: 43		

#	OTHER (PLEASE SPECIFY)	DATE
1	John Callahan and his team were excellent! It would be nice to have indoor courts as well for Chesterfield residents and clinics!	10/21/2021 5:09 PM
2	Too many people attended to get much worthwhile assistance from coaches.	10/21/2021 10:55 AM
3	If the demand is there.	10/21/2021 9:59 AM
4	A series of four or so rather than repeating the one	10/21/2021 8:51 AM

Q6 What time of day do you prefer the clinics to be offered?

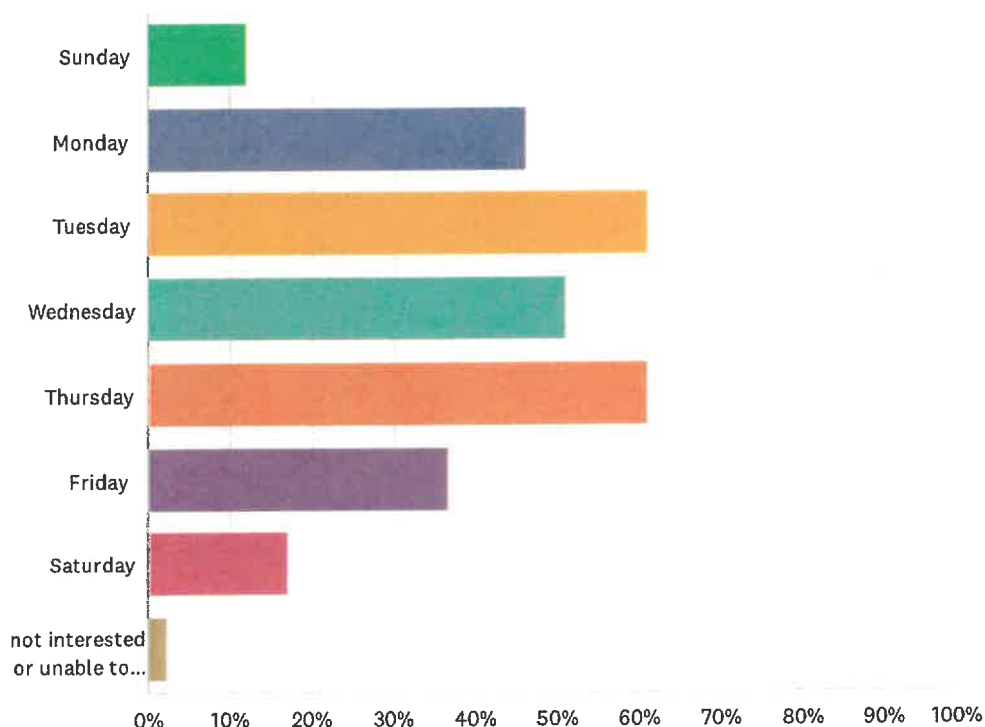
Answered: 43 Skipped: 0



ANSWER CHOICES	RESPONSES	
mornings	67.44%	29
evenings	30.23%	13
not applicable/will not attend	2.33%	1
TOTAL		43

Q7 What day of the week would you prefer pickleball clinics

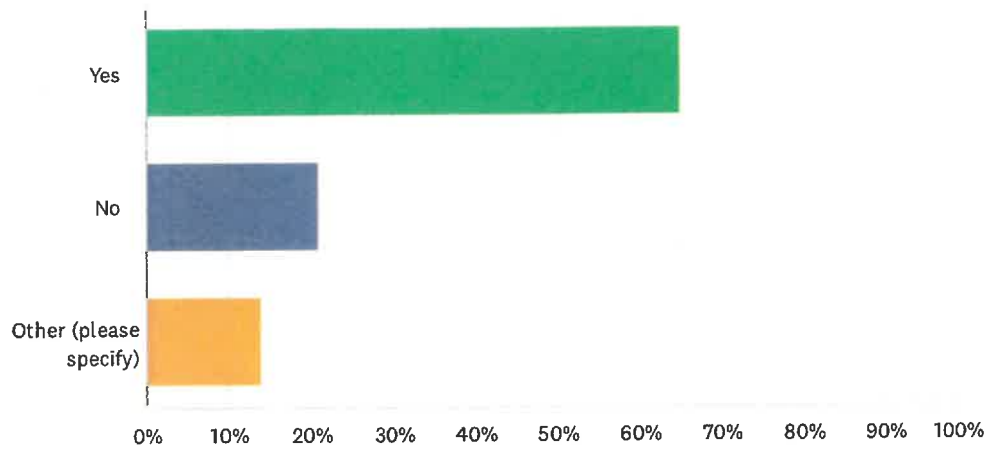
Answered: 41 Skipped: 2



ANSWER CHOICES	RESPONSES	
Sunday	12.20%	5
Monday	46.34%	19
Tuesday	60.98%	25
Wednesday	51.22%	21
Thursday	60.98%	25
Friday	36.59%	15
Saturday	17.07%	7
not interested or unable to attend	2.44%	1
Total Respondents: 41		

Q8 Would you participate in a pickleball league if offered?

Answered: 43 Skipped: 0



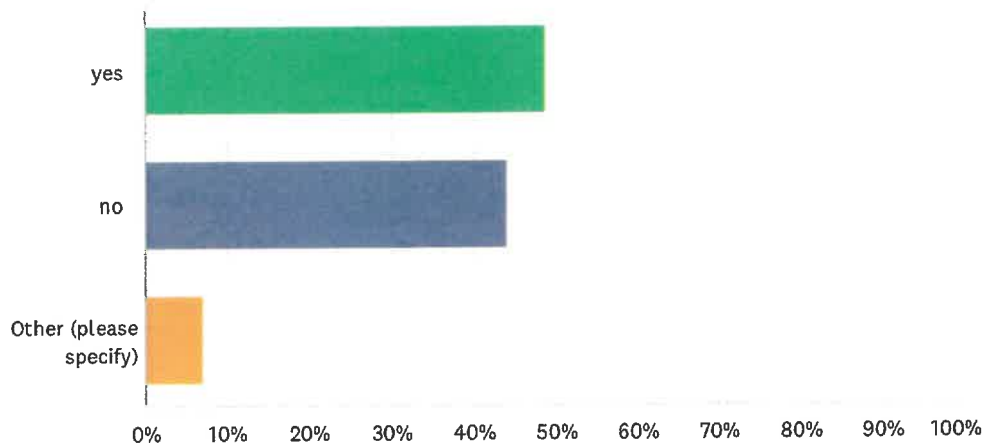
ANSWER CHOICES

RESPONSES

Yes	65.12%	28
No	20.93%	9
Other (please specify)	13.95%	6
TOTAL		43

#	OTHER (PLEASE SPECIFY)	DATE
1	Possibly, if not already committed to one.	10/26/2021 10:21 AM
2	I wanted to participate, but they weren't broadly publicized and included questions about what level like 40 or 50.	10/21/2021 5:09 PM
3	Maybe	10/21/2021 10:55 AM
4	Possibly	10/21/2021 9:41 AM
5	Not sure	10/21/2021 9:22 AM
6	Eventually, maybe.	10/21/2021 8:51 AM

Q9 Would you want to play in a one day tournament?



ANSWER CHOICES	RESPONSES	
yes	48.84%	21
no	44.19%	19
Other (please specify)	6.98%	3
TOTAL		43

#	OTHER (PLEASE SPECIFY)	DATE
1	Not sure at this point	10/21/2021 5:09 PM
2	Not personally but could be fun for many	10/21/2021 10:55 AM
3	Not yet	10/21/2021 8:51 AM

Q10 What other activities besides pickleball should the Chesterfield Parks, Recreation & Arts provide?

#	RESPONSES	DATE
1	That's it 😊	10/26/2021 10:21 AM
2	NA	10/25/2021 4:59 AM
3	I am not sure	10/21/2021 9:10 PM
4	We're a top city in the St. Louis metro, and we should invest in top tier facilities like other communities in the area. Our current Pickleball courts are just not up to par	10/21/2021 8:18 PM
5	Tennis courts are few and far between. I'd like that option. Pickleball is growing. Courts at both the park and athletic area will be used. Does Peres's courts are amazing and this too few! Kids would like basketball courts.	10/21/2021 5:09 PM
6	None I can think of	10/21/2021 1:00 PM
7	shuffleboard and bocce ball	10/21/2021 10:51 AM
8	More parks & rec facilities on south side of city.	10/21/2021 10:32 AM
9	Tennis	10/21/2021 10:04 AM

10	That is my primary interest right now.	10/21/2021 10:02 AM
11	Change some tennis courts to pickle ball courts, add new courts and get off the parking lot!!!	10/21/2021 9:36 AM
12	Bike rides for seniors new to biking! Guided hikes in various parks to learn the paths. Thanks!	10/21/2021 9:22 AM
13	Bike clubs. Running clubs fir seniors And clinics for biking and running. Coed Softball league for seniors Life long learning classes from Washington university here in Chesterfield. I took a writing class at city hall 8 years ago and it was great. Also reading book and movie clubs maybe around genre themes.	10/21/2021 9:16 AM
14	Tennis	10/21/2021 9:09 AM
15	None comes to mind	10/21/2021 8:55 AM
16	NA	10/21/2021 8:32 AM

Q11 Other comments

Answered: 20 Skipped: 23

#	RESPONSES	DATE
1	With the sport becoming so popular, it's becoming harder to find open play courts in the evenings.	10/26/2021 10:21 AM
2	Better courts than the parking lot location!	10/25/2021 4:59 AM
3	The instructors were the best people teaching pickle ball. They were so so courteous to everyone. They head man was Always nice to all the people attending. I went 3 times and brought many friends. Everyone enjoyed	10/23/2021 6:27 AM
4	It would be helpful to have netting between each pickleball court.	10/22/2021 1:55 PM
5	The Chesterfield park system should keep its high standards like the amphitheater and pool and create a top rate Pickleball center similar to Des Peres park.	10/22/2021 7:59 AM
6	Na	10/21/2021 9:10 PM
7	Thank you so much for asking about Pickleball. The clinics made it easy to learn in an inexpensive way. I hope you will build courts. I'd be glad to help!	10/21/2021 5:09 PM
8	Would like more fences around the Pickleball courts. They should also face North and South to counteract the sun in players' eyes.	10/21/2021 4:54 PM
9	Thanks for the pickleball clinics and courts. Very much appreciated. The current courts are ok, but frankly aren't top notch. Biggest issue is they are east/west which makes it hard to use in the evening due to the sun. Also, the surface is essentially a parking lot and there is no water fountain. Its a good start, but something like Des Peres would be nice. We are an affluent city with lots of retirees so it would be great to attract more of them to physical recreation. It would be nice to have an atmosphere like the Florida "Villages" for those that are interested.	10/21/2021 10:51 AM
10	Learned a lot from pickleball workshop.	10/21/2021 10:32 AM
11	The Callahan Pickleball Clinics were fantastic!!	10/21/2021 10:08 AM
12	JohnCallahan and his instructors are awesome! Enjoyed the clinics, will miss them over the winter!	10/21/2021 10:04 AM
13	none	10/21/2021 10:02 AM
14	The clinics were great and got me started in the right direction. I'm playing with friends and at my age I'm not in the mood for league competition. I'm in it for the fun.	10/21/2021 9:59 AM
15	Current pickleball courts in the parking lot are not acceptable.	10/21/2021 9:46 AM
16	I can believe the nicest City in the county does not have first class pickleball courts. More	10/21/2021 9:36 AM

seniors are changing from tennis to pickleball, we need to be a leader not a follower.

17	Love to see more offerings for seniors that are still quite active.	10/21/2021 9:22 AM
18	Thank you for asking! There is so much opportunity to expand activities for older adults in our area.	10/21/2021 9:16 AM
19	I think that based on Chesterfield's population and the growing popularity of pickleball that several courts should be built in the valley complex and more clinics should be offered.	10/21/2021 8:59 AM
20	The courts your presently have are not in good condition and should be re-worked/paved.	10/21/2021 8:35 AM

PUBLIC HEALTH AND SAFETY COMMITTEE

Chair: Councilmember DeCampi

Vice Chair: Councilmember Wahl

There are no Public Health and Safety Committee action items scheduled on the agenda for this meeting.

NEXT MEETING

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

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

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

There are no action items from the City Administrator's report scheduled for Monday's meeting.

OTHER LEGISLATION

Bill No. 3370 - Chesterfield Airport Service (Enterprise) - Boundary Adjustment Plat – An ordinance providing for the approval of a Boundary Adjustment Plat for a 1.005-acre tract of land located north of the intersection of Chesterfield Airport Road and Cepi Drive (17V520082, 17V520071) **(First & Second Readings) Department of Planning recommends approval**

Bill No. 3371 - Chesterfield Blue Valley, Lots 1G-1H – Boundary Adjustment Plat – An ordinance providing for the approval of a Boundary Adjustment Plat for a tract of land totaling 10.3 acres zoned "PC" Planned Commercial District located along the east side of Outlet Boulevard, north of its intersection with Olive Street Road **(First & Second Readings) Department of Planning recommends approval**

Bill No. 3372 – Wildhorse Village – Record Plat – An ordinance providing for the approval of a Record Plat and Escrow Agreements for Wildhorse Village, a 78.4 acre tract of land zoned PC&R Planned Commercial and Residence District located south of Wild Horse Creek Road, west of Chesterfield Parkway, and north and east of Burkhardt Place **(First & Second Readings) Department of Planning recommends approval**

Bill No. 3373 – Wildhorse Village – Vacation of Easements – An ordinance partially vacating 6 storm water and drainage easements as recorded in Plat Book 166, Page 84, Deed Book 8484, Page 860 and Plat Book 354, Page 865 of the St. Louis County Records, located in tracts of land located in U.S. Surveys 123, 415 and 2031 Township 45 North, Range 4 east of the 15th Principle Meridian, City of Chesterfield, St. Louis County, Missouri **(First & Second Readings) Department of Planning recommends approval**

UNFINISHED BUSINESS

NEW BUSINESS

Memorandum

Department of Planning

To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: November 15, 2021

RE: **Chesterfield Airport Service (Enterprise), Boundary Adjustment Plat:**
A Boundary Adjustment Plat for a 1.005-acre tract of land located north of the intersection of Chesterfield Airport Road and Cepi Drive (17V520082, 17V520071)

Summary

Stock and Associates, on behalf of Enterprise Leasing Company of STL, LLC, has submitted a request for a Boundary Adjustment Plat for a 1.005-acre tract of land. This tract of land includes the 0.56 acre parcel addressed as 17909 Chesterfield Airport Road and part of the Chesterfield Airport Service subdivision, as well as 0.445 acres of 17947 Chesterfield Airport Road and a portion of the Sentrus Place subdivision in order to accommodate the future development of the site per P.Z. 05-2021.

Attachments: Boundary Adjustment Plat – Chesterfield Airport Service (Enterprise)



Figure 1: Subject Site Aerial

BILL NO. 3370

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A BOUNDARY ADJUSTMENT PLAT FOR A 1.005-ACRE TRACT OF LAND LOCATED NORTH OF THE INTERSECTION OF CHESTERFIELD AIRPORT ROAD AND CEPI DRIVE (17V520082, 17V520071).

WHEREAS, Stock and Associates has submitted for review and approval a Boundary Adjustment Plat for the above referenced properties located north of the intersection of Chesterfield Airport Road and Cepi Drive; and,

WHEREAS, the purpose of the Boundary Adjustment is to adjust the boundary line between 17909 Chesterfield Airport Road (Chesterfield Airport Service subdivision) and 17947 Chesterfield Airport Road (Sentrus Place subdivision) to create one larger lot for a new development per P.Z. 05-2021; and,

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

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

Section 1. The Boundary Adjustment Plat which is attached hereto as "Exhibit 1" and made part hereof as if fully set out herein is hereby approved; the owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

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

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

Passed and approved this _____ day of _____, 2021.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 11/15/2021

BOUNDARY ADJUSTMENT PLAT
OF
17909 AND 17947 CHESTERFIELD AIRPORT ROAD
BEING TRACTS OF LAND LOCATED IN U.S. SURVEY 150
AND BEING PART OF LOTS 1 AND 2 OF SUBDIVISION OF RICHARD H. STEVENS FARM,
TOWNSHIP 45 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

EXHIBIT 1

OWNER'S CERTIFICATION

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

"17909 & 17947 CHESTERFIELD AIRPORT ROAD"

It is hereby certified that all existing easements are shown on this plat as of the time and date of recording of this plat.

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

IN WITNESS THEREOF, I have hereunto set my hand this ____ day of _____, 2021.

By: _____

PRINT NAME: _____

PRINT TITLE: _____

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this ____ day of _____ in the year _____ before me, _____
a Notary Public in and for said state, personally appeared _____
of PHASE II INVESTMENTS LLC, known to me to be the person
who executed the within Boundary Adjustment Plat in behalf of said limited liability company and
acknowledged to me that he executed the same for the purposes therein stated

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

My commission expires: _____

LENDER'S CERTIFICATION

The undersigned owner and holder of promissory note secured by Deed of Trust, Security Agreement and Fixture Filing, recorded in Book ____ Page ____ as amended in Book ____ Page ____ of the St. Louis County Records, does hereby join in and consent to the foregoing Boundary Adjustment Plat as shown hereon.

IN WITNESS WHEREOF, we have hereunto set our hand and affixed our corporate seal this ____ day of _____, 2021.

By: _____

PRINT NAME: _____

PRINT TITLE: _____

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this ____ day of _____, 2021, before me appeared _____
personally known to me, who being by me duly sworn, did say that he/she is the _____ of _____
a national banking association, and acknowledged to me that he/she has the authority
to bind said national banking association; and executed the foregoing Boundary Adjustment Plat as the free act and deed of said national banking association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

My commission expires: _____

PARCEL 1:
A TRACT OF LAND IN U.S. SURVEY 150 AND BEING PART OF LOTS 1 AND 2 OF SUBDIVISION OF RICHARD H. STEVENS FARM, TOWNSHIP 45 NORTH, RANGE 3 EAST, ST. LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF CHESTERFIELD AIRPORT ROAD 315.58 FEET EAST OF THE EAST LINE OF PROPERTY NOW OR FORMERLY OF BERTHA FICK BY DEED RECORDED IN BOOK 5721 PAGE 250, THENCE CONTINUING EASTWARDLY ALONG THE NORTH LINE OF CHESTERFIELD AIRPORT ROAD (FORMERLY U.S. HIGHWAY #40), 200 FEET TO A POINT, SAID POINT BEING 269.38 FEET WEST OF THE SOUTHEAST CORNER OF PROPERTY CONVEYED TO MIK ROTRAKARN ET AL, BY DEED RECORDED IN BOOK 7138 PAGE 672 OF THE LOUIS COUNTY RECORDS, THENCE LEAVING SAID ROAD LINE RUNNING NORTH 6 DEGREES 14 MINUTES 30 SECONDS EAST 123 FEET TO A POINT, THENCE NORTH 83 DEGREES 45 MINUTES 30 SECONDS WEST 200 FEET TO A POINT, THENCE SOUTH 06 DEGREES 14 MINUTES 30 SECONDS WEST 123 FEET TO THE NORTH LINE OF CHESTERFIELD AIRPORT ROAD THE POINT OF BEGINNING.

PARCEL 2:
A TRACT OF LAND IN U.S. SURVEY 150 AND BEING PART OF LOTS 1 AND 2 OF SUBDIVISION OF RICHARD H. STEVENS FARM, TOWNSHIP 45 NORTH, RANGE 3 EAST, ST. LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF CHESTERFIELD AIRPORT ROAD AND THE EAST LINE OF PROPERTY NOW OR FORMERLY OF BERTHA FICK BY INSTRUMENT RECORDED IN BOOK 5721 PAGE 250 THENCE NORTH 12 DEGREES 01 MINUTES WEST ALONG FICKS EAST LINE 1402.91 FEET TO A POINT IN THE SOUTH LINE OF U.S. HIGHWAY ROUTE 40, THENCE SOUTH 84 DEGREES 10 MINUTES 34 SECONDS EAST ALONG THE SOUTH LINE OF HIGHWAY 40 571.94 FEET TO A POINT AND CONTINUING ALONG HIGHWAY 40 SOUTH 80 DEGREES 21 MINUTES 49 SECONDS EAST 213.17 FEET THENCE LEAVING SAID SOUTH LINE OF HIGHWAY 40 SOUTH 12 DEGREES 01 MINUTES EAST 1394.01 FEET TO A POINT IN THE NORTH LINE OF CHESTERFIELD AIRPORT ROAD, THENCE NORTH 83 DEGREES 45 MINUTES 30 SECONDS WEST 269.38 FEET TO A POINT, THENCE LEAVING SAID ROAD LINE NORTH 6 DEGREES 14 MINUTES 30 SECONDS EAST, 123 FEET TO A POINT, THENCE NORTH 83 DEGREES 45 MINUTES 30 SECONDS WEST 200 FEET TO A POINT, THENCE SOUTH 8 DEGREES 14 MINUTES 30 SECONDS WEST 123 FEET TO A POINT IN THE NORTH LINE OF CHESTERFIELD AIRPORT ROAD, THENCE ALONG SAID ROAD NORTH 83 DEGREES 45 MINUTES 30 SECONDS WEST 315.58 FEET TO THE PLACE OF BEGINNING, ACCORDING TO THE SURVEY BY DIVERSIFIED DEVELOPMENT DESIGN AND ASSOCIATES DURING NOVEMBER 1978.

TOTAL TRACT

A tract of land being located in U.S. Survey 150 and being part of Lots 1 and 2 of Subdivision of Richard H. Stevens Farm, Township 45 North, Range 3 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 Chesterfield Valley Center Plat Five a subdivision according to the plat thereof as recorded in Plat Book 349, Page 179 of the St. Louis County records, said point also being located on the north right-of-way line of Chesterfield Airport Road, variable width; thence along the east line of said Chesterfield Valley Center Plat Five, and Chesterfield Valley Center Plat Four as recorded in Plat Book 316, Page 67 and Chesterfield Valley Center Plat Two as recorded in Plat Book 245, Page 31 both of the above said records, North 10 degrees 52 minutes 14 seconds West, 1,402.91 feet to the south right-of-way line of Missouri Interstate Route 64, variable width; thence along said right-of-way line the following: South 53 degrees 02 minutes 57 seconds East, 574.52 feet and South 79 degrees 14 minutes 14 seconds East, 213.17 feet to the northwest corner of Chesterfield Exchange as recorded in Plat Book 350, Page 284 of above said records, thence along said west line, South 10 degrees 53 minutes 25 seconds East, 1,394.01 feet to the north right-of-way line of above said Chesterfield Airport Road, thence along said right-of-way line, North 82 degrees 38 minutes 38 seconds West, 166.00 feet to the POINT OF BEGINNING.
Containing 1,046,352 square feet or 24.021 acres, more or less.

LOT 1

A tract of land being located in U.S. Survey 150 and being part of Lots 1 and 2 of Subdivision of Richard H. Stevens Farm, Township 45 North, Range 3 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

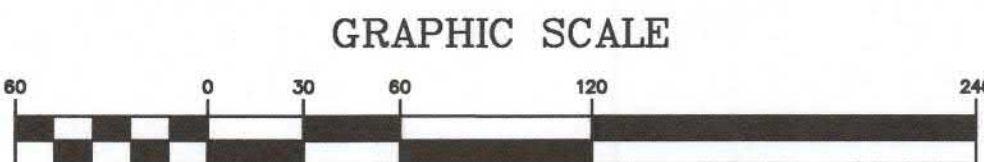
Commencing at the southeast corner of Chesterfield Valley Center Plat Five a subdivision according to the plat thereof as recorded in Plat Book 349, Page 179 of the St. Louis County records, said point also being located on the north right-of-way line of Chesterfield Airport Road, variable width; thence along said right-of-way line South 82 degrees 38 minutes 38 seconds East, 315.61 feet to the southwest corner of a tract of land as conveyed to Phase II Investments, LLC by instrument recorded in Book 19878, Page 404 of above said records, said point also being the POINT OF BEGINNING of the herein described tract; thence along the west line of said Phase II Investments, LLC tract and its direct northeasterly prolongation, North 07 degrees 21 minutes 22 seconds East, 225.11 feet; thence South 82 degrees 38 minutes 38 seconds East, 166.00 feet to the beginning of a non-tangential curve to the right, having a radius of 219.92 feet; thence along said curve with an arc length of 108.73 feet and a chord which bears South 11 degrees 03 minutes 43 seconds East, 107.62 feet; thence South 07 degrees 21 minutes 22 seconds West, 123.00 feet to the north right-of-way line of above said Chesterfield Airport Road, thence along said right-of-way line, North 82 degrees 38 minutes 38 seconds West, 200.00 feet to the POINT OF BEGINNING.

Containing 43,767 square feet or 1.005 acres, more or less.

LOT 2

A tract of land being located in U.S. Survey 150 and being part of Lots 1 and 2 of Subdivision of Richard H. Stevens Farm, Township 45 North, Range 3 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 Chesterfield Valley Center Plat Five a subdivision according to the plat thereof as recorded in Plat Book 349, Page 179 of the St. Louis County records, said point also being located on the north right-of-way line of Chesterfield Airport Road, variable width; thence along the east line of said Chesterfield Valley Center Plat Five, and Chesterfield Valley Center Plat Four as recorded in Plat Book 316, Page 67 and Chesterfield Valley Center Plat Two as recorded in Plat Book 245, Page 31 both of the above said records, North 10 degrees 52 minutes 14 seconds West, 1,402.91 feet to the south right-of-way line of Missouri Interstate Route 64, variable width; thence along said right-of-way line the following: South 83 degrees 02 minutes 57 seconds East, 574.52 feet and South 79 degrees 14 minutes 14 seconds East, 213.17 feet to the northwest corner of Chesterfield Exchange as recorded in Plat Book 350, Page 284 of above said records, thence along said west line, South 10 degrees 53 minutes 25 seconds East, 1,394.01 feet to the north right-of-way line of above said Chesterfield Airport Road; thence along said right-of-way line, North 82 degrees 38 minutes 38 seconds West, 269.38 feet to the southeast corner of a tract of land as conveyed to Phase II Investments, LLC by instrument recorded in Book 19878, Page 404 of above said records, thence along the east line of said Phase II Investments, LLC tract, North 07 degrees 21 minutes 22 seconds East, 123.00 feet to the northeast corner thereof, said point also located at the beginning of a non-tangential curve to the left, having a radius of 219.92 feet; thence along said curve with an arc length of 108.73 feet and a chord which bears North 11 degrees 03 minutes 43 seconds West, 107.62 feet; thence North 82 degrees 38 minutes 38 seconds West, 166.00 feet; thence South 07 degrees 21 minutes 22 seconds West, 225.11 feet to the north right-of-way line of above said Chesterfield Airport Road, thence along said right-of-way line, North 82 degrees 38 minutes 38 seconds West, 315.61 feet to the POINT OF BEGINNING.
Containing 1,002,585 square feet or 23.016 acres, more or less.



ST. LOUIS COUNTY BENCHMARK

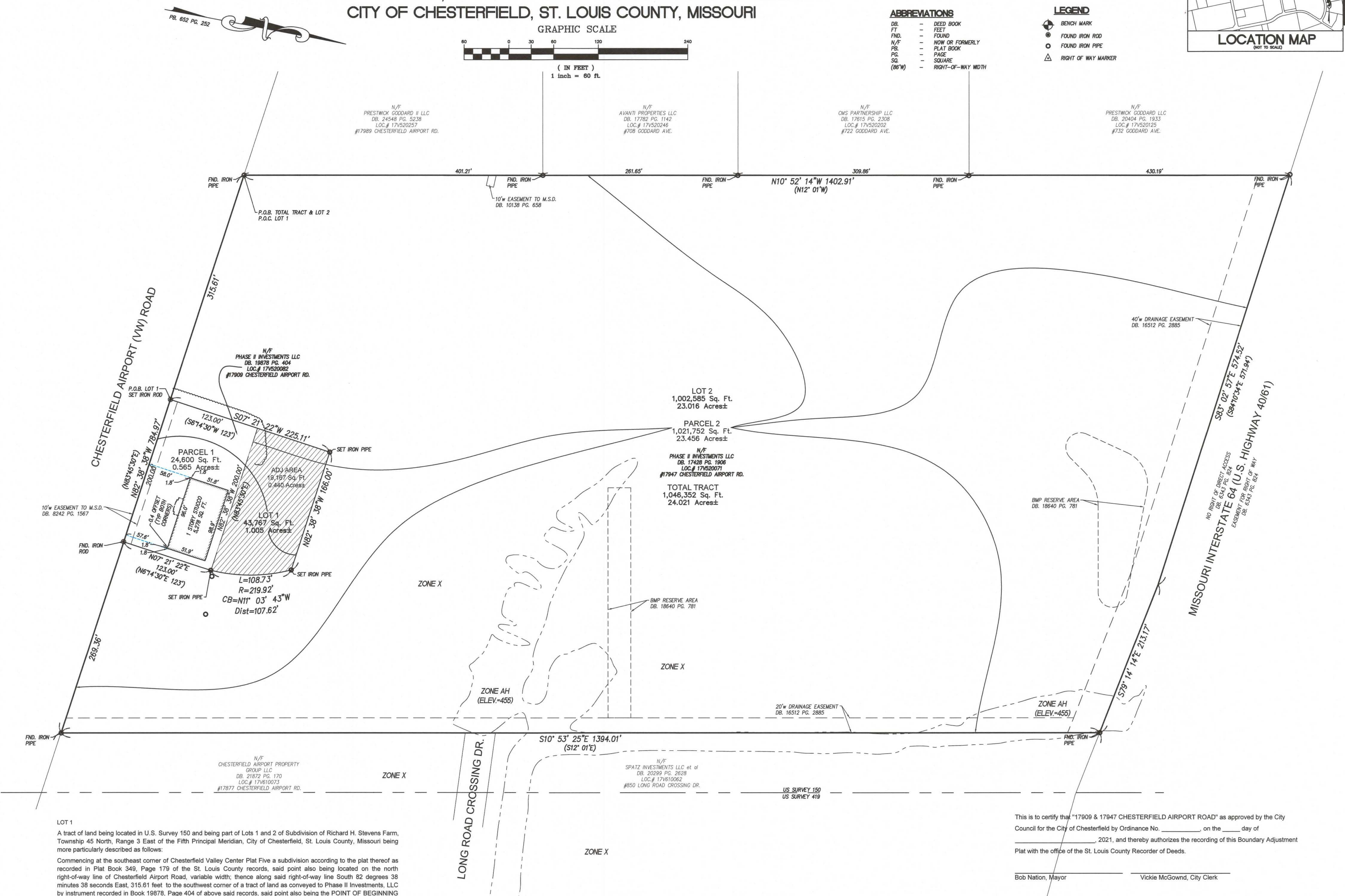
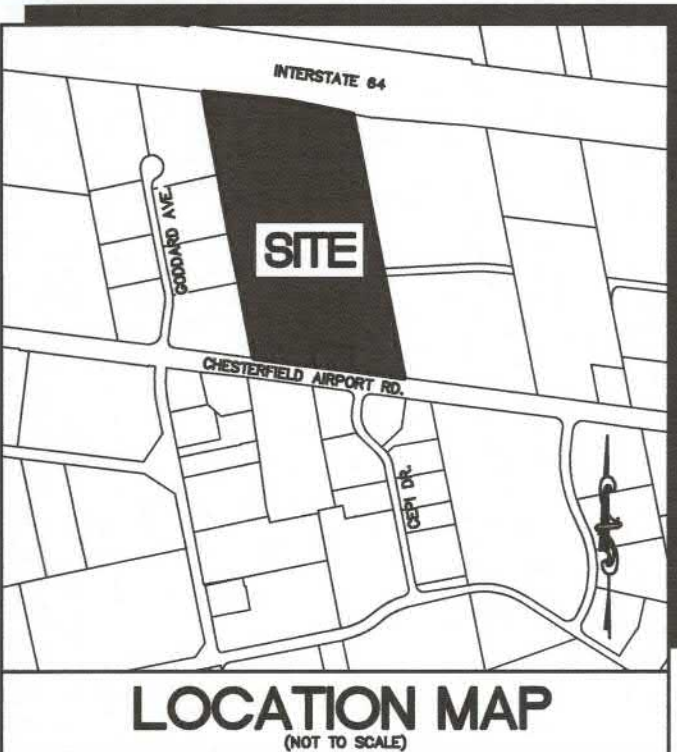
BENCHMARK #
12-171 (460.00) "STANDARD ALUMINUM DISK" STAMPED
2-36, 1990. DISK IS SET IN THE NORTHWEST CORNER
OF CHESTERFIELD AIRPORT ROAD AND CAPRICE DRIVE.

ABBREVIATIONS

DB - DEED BOOK
FT - FEET
FND - FOUND
N/F - NOW OR FORMERLY
PB - PLAT BOOK
PC - PAGE
SQ - SQUARE
(86'W) - RIGHT-OF-WAY WIDTH

LEGEND

BENCH MARK
FOUND IRON ROD
FOUND IRON PIPE
PAGE
RIGHT OF WAY MARKER



GENERAL NOTES:

- Zoned PI Planned Industrial District, per City Ordinance No. _____
- Subject property lies within Flood Zone Shaded X (Area with reduced risk due to levee) and Zone AH (Base flood elevations determined, Elev.=455) according to the National Flood Insurance Rate Map Number 28189C0145K with an effective date of 02/04/2015.
- There are regular and handicapped parking stalls on-site.
- Utilities shown hereon are shown from record and/or survey information. Any location, size and type information should be considered as approximate only. It is the Contractors responsibility to call Dig-Rite to verify utility locations.
- The subject property(ies) described in the above commitment are contiguous to each other and the adjoining properties, without any gaps, gores or overlaps.
- Square footage of the building has been calculated from dimensions approximately 5 foot above grade for the first floor only.
- Stock and Associates Consulting Engineers, Inc. used exclusively First American Title Insurance Company, Commitment No. NCS-1059876-STLO, with an effective date of March 17, 2021 at 8:00 a.m. for research of easements and encumbrances. No further research was performed by Stock and Associates Consulting Engineers, Inc.
- Basis of bearings: Plat Book 352, Page 232

This is to certify that "17909 & 17947 CHESTERFIELD AIRPORT ROAD" as approved by the City Council for the City of Chesterfield by Ordinance No. _____ on the ____ day of _____, 2021, and thereby authorizes the recording of this Boundary Adjustment Plat with the office of the St. Louis County Recorder of Deeds.

Bob Nation, Mayor
Vickie McGownd, City Clerk

SURVEYOR'S CERTIFICATION

This is to certify that Stock and Associates Consulting Engineers, Inc. have, during April 2021, by order of and for the use of ENTERPRISE HOLDINGS, executed a Property Boundary Survey and Boundary Adjustment Plat of a tract of land located in U.S. Survey 150 and being part of Lots 1 and 2 of Subdivision of Richard H. Stevens Farm, Township 45 North, Range 3 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, and that the results of said survey and Boundary Adjustment Plat are shown hereon. We further certify that the above plat was prepared from an actual survey, according to the records available and recorded, and said survey meets or exceeds the current standards for Property Boundary Surveys as adopted by the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors, and Landscape Architects.

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

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

PREPARED FOR:
ENTERPRISE LEASING COMPANY OF STL, LLC
10144 PAGE AVE.
ST. LOUIS, MO. 63132
ATTN: MR. ANDREW STOKES

PREPARED BY:

BOUNDARY ADJUSTMENT PLAT
ENTERPRISE LEASING COMPANY OF STL, LLC
17909 & 17947 CHESTERFIELD AIRPORT RD.
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



REVISIONS:

1 06/17/2021 - REVISED PER CITY COMMENT LETTER 8/11/21

DRAWN BY:	J.K.	CHECKED BY:	W.J.P.
DATE:	4/9/21	JOB NO.:	231-6951
M.S.D. P. #:		BASE MAP #:	
S.L.C. HAT #:		HAT S.L.P. #:	
M.A.N.R. #:			

SHEET TITLE:

BOUNDARY ADJUSTMENT PLAT
SHEET NO.:
SHEET #1

Memorandum

Department of Planning

To: Michael O. Geisel, City Administrator
From: Justin Wyse, Director of Planning *JW*
Date: November 15, 2021



RE: **Chesterfield Blue Valley, Lots 1G-1H BAP:** A Boundary Adjustment Plat for a tract of land totaling 10.3 acres zoned “PC”—Planned Commercial District located along the east side of Outlet Boulevard, north of its intersection with Olive Street Road (17W540177).

Summary

Stock and Associates, Inc., on behalf of EP Realty MO, LLC, has submitted a request for a Boundary Adjustment Plat for Lots 1G and 1H of commercial property located east of Outlet Boulevard and north of Olive Street Road.

The purpose of this request is to remove the common lot line between the two lots, creating one (1) consolidated lot. The resulting lot will comply with all requirements for the “PC” Planned Commercial District.

Attached to the legislation, please find a copy of the Boundary Adjustment Plat.



Figure 1: Subject Site Aerial

BILL NO. 3371

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A BOUNDARY ADJUSTMENT PLAT FOR A TRACT OF LAND TOTALING 10.3 ACRES ZONED "PC" PLANNED COMMERCIAL DISTRICT LOCATED ALONG THE EAST SIDE OF OUTLET BOULEVARD, NORTH OF ITS INTERSECTION WITH OLIVE STREET ROAD (17W540177).

WHEREAS, Stock and Associates, Inc., on behalf of EP Realty MO, LLC, has submitted a request for a Boundary Adjustment Plat for Lots 1G and 1H of commercial property located east of Outlet Boulevard and north of Olive Street Road; and,

WHEREAS, the purpose of said Boundary Adjustment Plat is to remove a lot line between two lots to consolidate the property into one parcel zoned "PC" Planned Commercial District, known as Lot 1G; and,

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

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

Section 1. The Boundary Adjustment Plat which is attached hereto as "Exhibit 1" and made part hereof as if fully set out herein is hereby approved; the owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

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

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

Passed and approved this _____ day of _____, 2021.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

First Reading Held 11/15/2021

Vickie McGownd, CITY CLERK

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: November 15, 2021

RE: **Wildhorse Village (Record Plat):** A Record Plat and escrow agreements for a 78.4 acre tract of land zoned PC&R Planned Commercial and Residence District located south of Wild Horse Creek Road, west of Chesterfield Parkway, and north and east of Burkhardt Place.

Summary

Stock and Associates Consulting Engineers, Inc. has submitted a Record Plat for City Council review. This request depicts the creation of a new 18 lot development that totals 78.4 acres. The subject site is zoned "PC&R" Planned Commercial and Residence District and is governed under the terms and conditions of City of Chesterfield Ordinance Number 3161. Currently, 11 separate lots of record exist on the subject site; however, the Record Plat will reconfigure the lots to allow the 18 lot development known as Wildhorse Village.

A record plat is the instrument which dedicates lots, common ground, necessary easements and road right-of-way for future roads within a development or a portion thereof. Once a plat is recorded, the new lots may be sold to individual owners. This plat would establish 18 new lots for development and Common Ground. On August 23rd, 2021 the City of Chesterfield Planning Commission approved the Amended Site Development Concept Plan for the Wildhorse Village development. The submitted Record Plat is in the same lot configuration that exists in the recently approved Amended Site Development Concept Plan.

On September 27, 2021 the City of Chesterfield Planning Commission made a motion to recommended approval of the Wildhorse Village Record Plat. The motion passed by a vote of (8-0).

On the following page is an image depicting the 18 lot configuration and common ground proposed for the Wildhorse Village development.

Attached to the legislation, please find a copy of the Record Plat and Escrow Agreements.

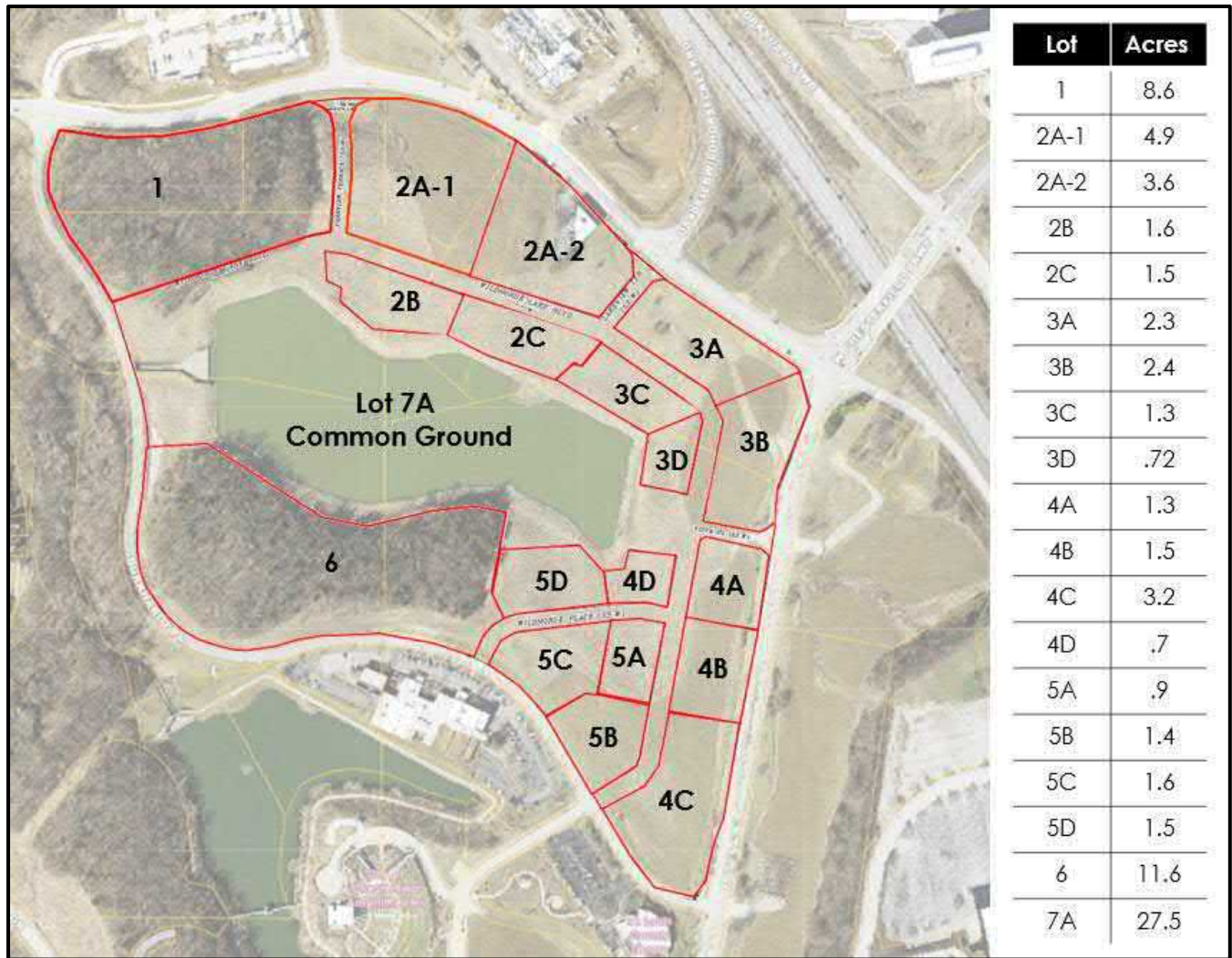


Figure 1. Proposed Wildhorse Village (lots not drawn to exact scale/approximated)

BILL NO. 3372

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR WILDHORSE VILLAGE, A 78.4 ACRE TRACT OF LAND ZONED PC&R PLANNED COMMERCIAL AND RESIDENCE DISTRICT LOCATED SOUTH OF WILD HORSE CREEK ROAD, WEST OF CHESTERFIELD PARKWAY, AND NORTH AND EAST OF BURKHARDT PLACE.

WHEREAS, Stock and Associates Consulting Engineers, Inc., has submitted for review and approval a Record Plat for Wildhorse Village located south of Wild Horse Creek Road, west of Chesterfield Parkway, and north and east of Burkhardt Place.; and,

WHEREAS, the purpose of said Record Plat is to subdivide a 78.4 acre tract of land into 18 lots and common ground; and,

WHEREAS, the Planning Commission having reviewed the same request and has recommended approval thereof; and,

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

Section 1. The Record Plat and escrow agreements for Wildhorse Village, which is made part hereof and attached hereto as “Exhibit 1” is hereby approved; provided, however, that nothing in this ordinance shall be construed or interpreted as an acceptance of the public utilities or public easement which are dedicated on the Record Plat. The owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

Section 2. The Mayor and City Clerk are authorized and directed to evidence the approval of said Record Plat by affixing their signatures and the Official Seal of the City of Chesterfield as required on said documents.

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

Passed and approved this _____ day of _____, 2021.

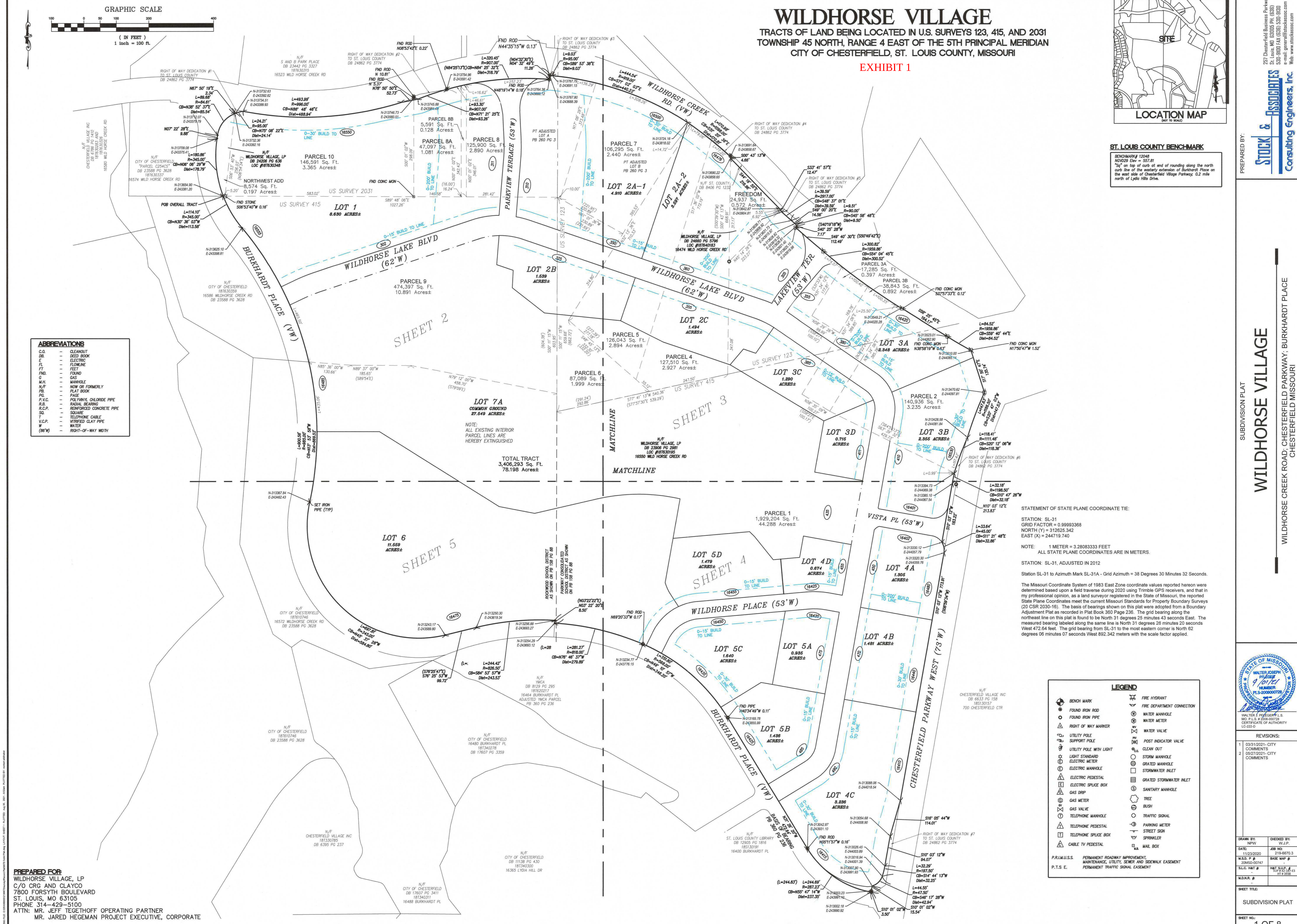
PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

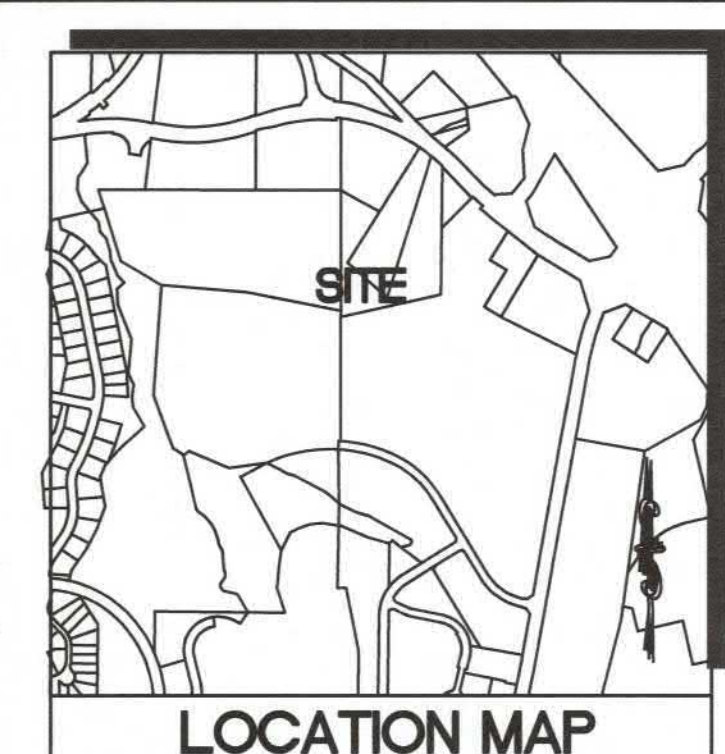
FIRST READING HELD: 11/15/2021



WILDHORSE VILLAGE

TRACTS OF LAND BEING LOCATED IN U.S. SURVEYS 123, 415, AND 2031
TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

EXHIBIT 1



ST. LOUIS COUNTY BENCHMARK

BENCHMARK 12048
NGVD29 Elev = 557.81
5'x5' on top of curb at end of rounding along the north
curb line of the westerly extension of Burkhardt Place on
the east side of Chesterfield Village Parkway. 0.2 mile
north of Lytle Hills Drive.

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

STATEMENT OF STATE PLANE COORDINATE TIE:

STATION: SL-31
GRID FACTOR = 0.99993368
NORTH (Y) = 312525.342
EAST (X) = 244719.740

NOTE: 1 METER = 3.28083333 FEET
ALL STATE PLANE COORDINATES ARE IN METERS.

STATION: SL-31, ADJUSTED IN 2012

Station SL-31 to Azimuth Mark SL-31A - Grid Azimuth = 38 Degrees 30 Minutes 32 Seconds.

The Missouri Coordinate System of 1983 East Zone coordinate values reported hereon were determined based upon a field traverse during 2020 using Trimble GPS receivers, and that in my professional opinion, as a land surveyor registered in the State of Missouri, the reported State Plane Coordinates meet the current Missouri Standards for Property Boundary Surveys (20 CSR 2030-16). The basis of bearings shown on this plat were adopted from a Boundary Adjustment Plat as recorded in Plat Book 360 Page 238. The grid bearing along the northeast line on this plat is found to be North 31 degrees 25 minutes 43 seconds East. The measured bearing labeled along the same line is North 31 degrees 26 minutes 20 seconds West 472.64 feet. The grid bearing from SL-31 to the most eastern corner is North 62 degrees 06 minutes 07 seconds West 892.342 meters with the scale factor applied.

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

PREPARED FOR:
WILDHORSE VILLAGE, LP
C/O CRG AND CLOYCO
7800 FORSYTH BLVD
ST. LOUIS, MO 63105
PHONE 314-429-5100
ATTN: MR. JEFF TEGETHOFF OPERATING PARTNER
MR. JARED HEGEMAN PROJECT EXECUTIVE, CORPORATE

PREPARED BY:

STOCK & ASSOCIATES
Consulting Engineers, Inc.

257 Chesterfield Business Parkway
St. Louis, MO 63105
508-9000 FAX (508) 530-8300
e-mail: general@stockass.com
Web: www.stockass.com

SUBDIVISION PLAT

WILDHORSE VILLAGE

WILDHORSE CREEK ROAD; CHESTERFIELD PARKWAY; BURKHARDT PLACE
CHESTERFIELD, MISSOURI

STATE OF MISSOURI
PLAT BOOK 360
PAGE 238

WALTER JOSEPH
PLAT BOOK 360
PAGE 238

WALTER JOSEPH
PLAT BOOK 360
PAGE 238

REVISIONS:

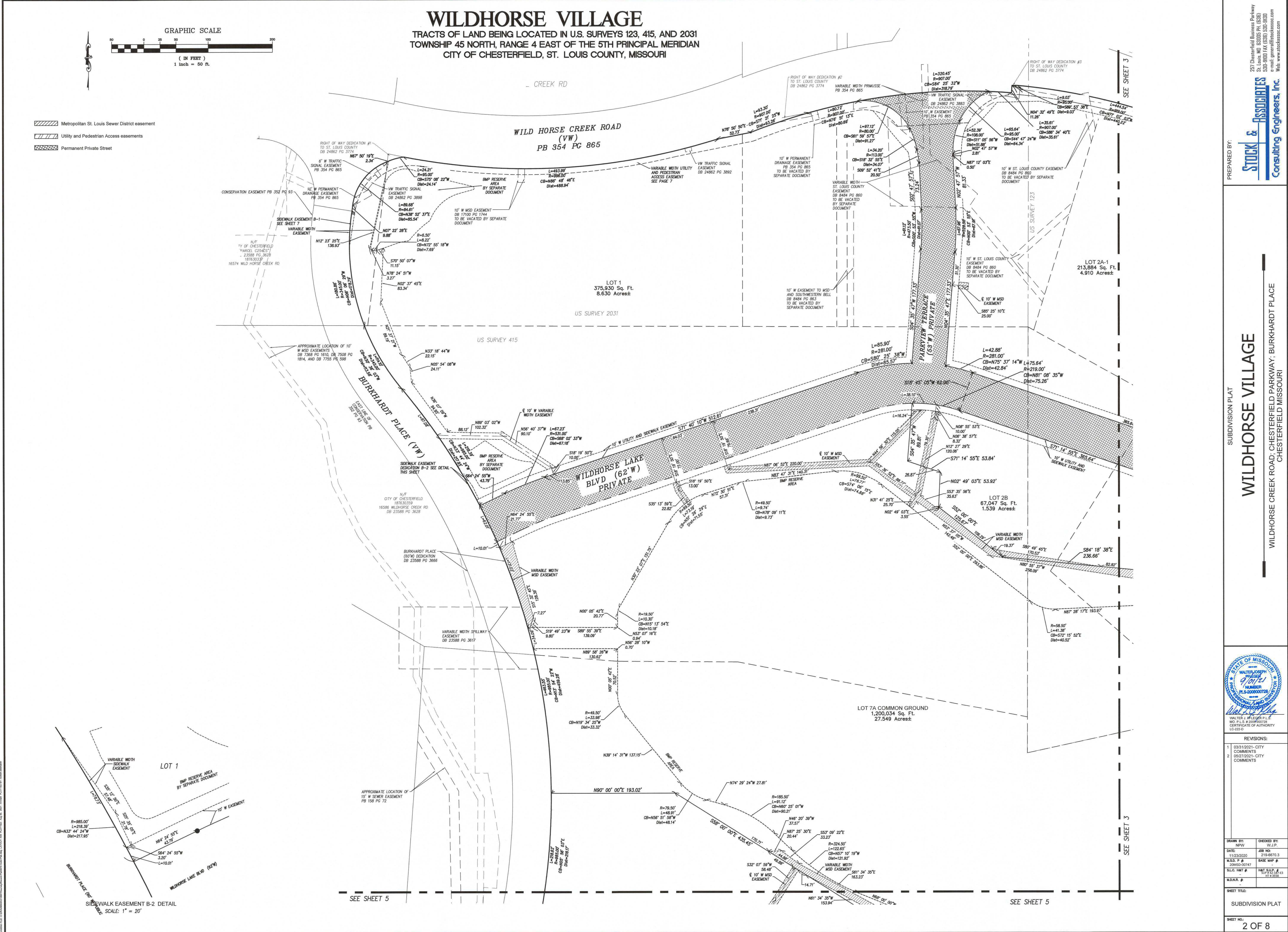
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2	05/27/2021-CITY COMMENTS

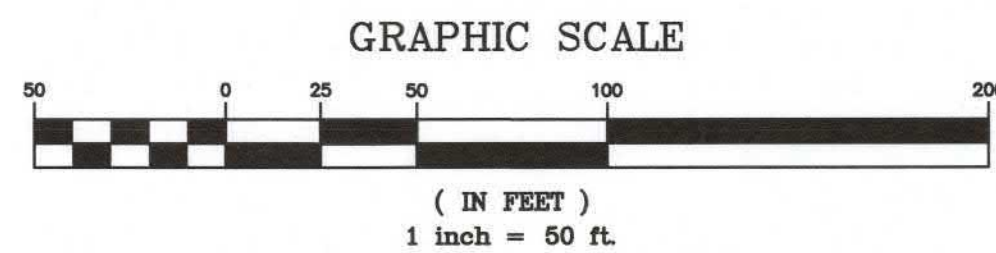
DRAWN BY: NPW
CHECKED BY: W.J.P.

DATE: 11/23/2020
JOB NO: 219-6670.3
M.S.D. # 30855-0147
BASE MAP #
S.L.C. HAT # HAT SUPP. # 117 R 3338
M.S.N.S. #

SHEET TITLE:
SUBDIVISION PLAT

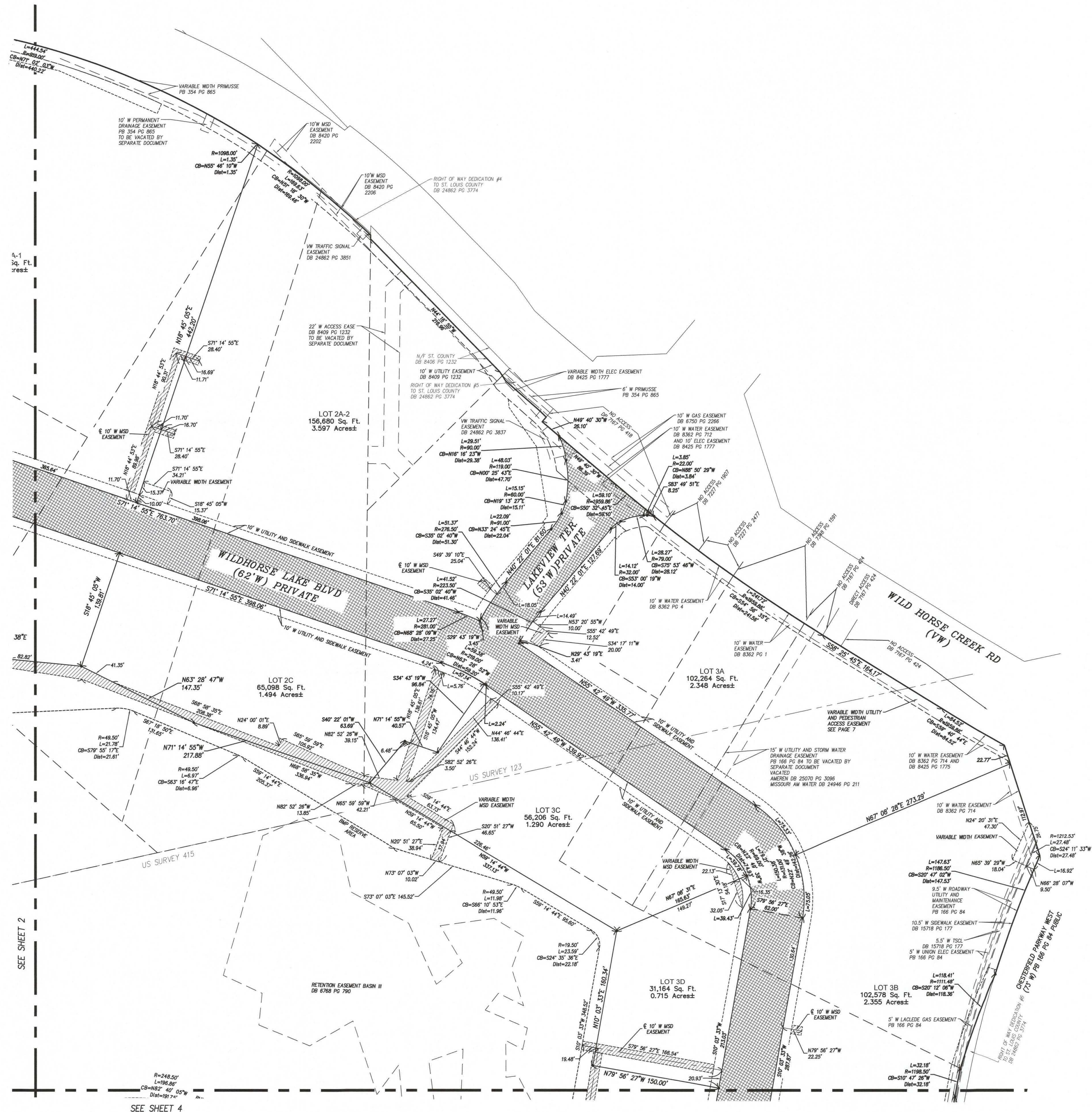
SHEET NO.:
1 OF 8





WILDHORSE VILLAGE

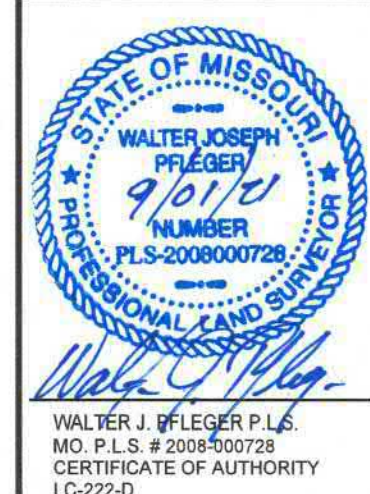
TRACTS OF LAND BEING LOCATED IN U.S. SURVEYS 123, 415, AND 2031
TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



- Metropolitan St. Louis Sewer District easement
- Utility and Pedestrian Access easements
- Permanent Private Street

PREPARED BY:
STOCK & ASSOCIATES
Consulting Engineers, Inc.
927 Chesterfield Business Parkway
St. Louis, MO 63105-5900
500-9800 FAX (636) 530-9100
e-mail: general@stockinc.com
Web: www.stockinc.com

SUBDIVISION PLAT
WILDHORSE VILLAGE
WILDHORSE CREEK ROAD, CHESTERFIELD PARKWAY, BURKHARDT PLACE
CHESTERFIELD MISSOURI



REVISIONS:
1 03/31/2021-CITY COMMENTS
2 09/27/2021-CITY COMMENTS

DRAWN BY: NPW
CHECKED BY: W.J.P.
DATE: 11/23/2020
JOB NO: 219-6670.3
M.S.D. # 20MSSD-00747
S.L.C. HAT #
M.D.N.R. #

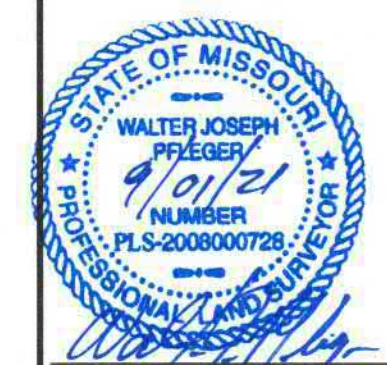
SHEET TITLE:
SUBDIVISION PLAT
SHEET NO.: 3 OF 8

STOCK & ASSOCIATES
Consulting Engineers, Inc.

257 Chesterfield Business Parkway
St. Louis, MO 63205 PH: (636)
530-9000 FAX: (636) 530-9130
e-mail: general@stockassoc.com
Web: www.stockassoc.com

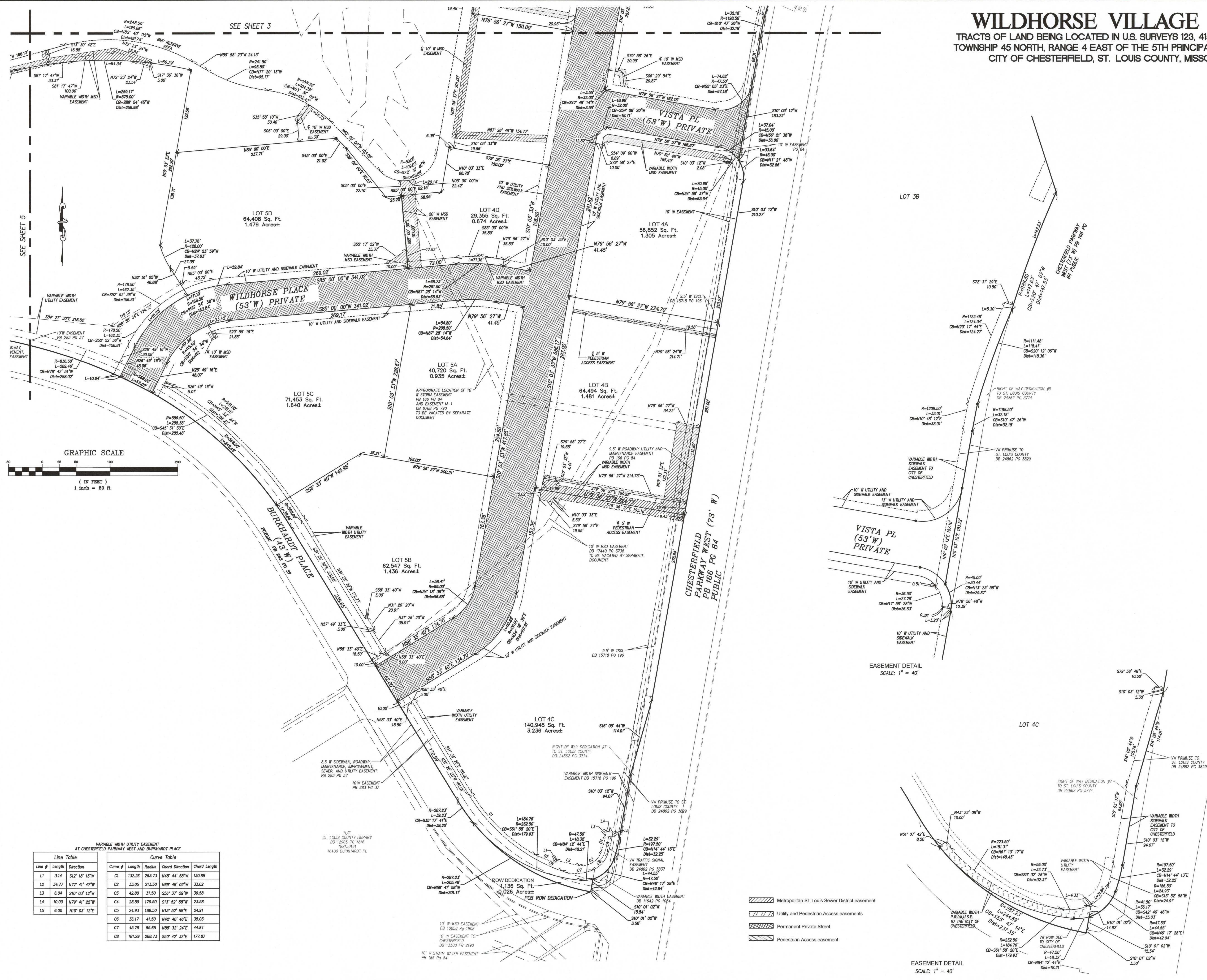
PREPARED BY:

WILDHORSE CREEK ROAD; CHESTERFIELD PARKWAY; BURKHARDT PLACE
CHESTERFIELD MISSOURI



REVISIONS:	
1	03/31/2021- CITY COMMENTS
2	05/27/2021- CITY COMMENTS

DRAWN BY: NPW		CHECKED BY: W.J.P.	
DATE: 11/23/2020		JOB NO: 219-9670.3	
M.S.D. P # 20MSD-00747		BASE MAP # -	
S.L.C. H&T # -		H&T S.U.P. # SUP # 42-187-ES HT # 9238	
M.D.N.R. # -			
SHEET TITLE: SUBDIVISION PLAT			
SHEET NO.: 4 OF 8			



OWNER'S CERTIFICATION

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

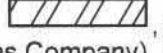
"WILDHORSE VILLAGE"

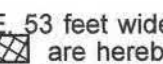
It is hereby certified that all existing easements are shown on this plat as of the time and date of recording of this plat.

This subdivision is subject to the Declaration of Covenants, Conditions, Easements and Restrictions for WILDHORSE VILLAGE dated _____ and recorded as Document # _____ with the Recorder's Office.

All easements shown on this plat, unless designated for other specific purposes, are hereby dedicated to Wild Horse Village LP assignees and successors, Missouri-American Water Company, Spire (f.k.a. Laclede Gas Company), Union Electric Company, d.b.a. Ameren Missouri, Southwestern Bell Telephone Company, d.b.a. AT&T Missouri, Metropolitan St. Louis Sewer District, and Charter Communications, their successors and assigns as their interests may appear for the purpose of improving, constructing, maintaining and repairing sidewalks, public utilities and sewer, storm water improvements, and drainage facilities, with the right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair or replacement of said utilities, sewers, storm water improvements and drainage facilities.

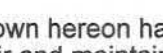
All easements as shown hereon hatched  are hereby dedicated to Metropolitan St. Louis Sewer District, their successors and assigns as their interests may appear for the purpose of improving, constructing, maintaining and repairing public utilities and sewer, storm water improvements and drainage facilities, with the right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair or replacement of said utilities, sewers storm water improvements and drainage facilities.

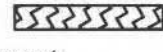
The Utility and Pedestrian Access easements as shown hereon hatched  is hereby dedicated to the City of Chesterfield, Missouri-American Water Company, Spire (f.k.a. Laclede Gas Company), Union Electric Company, d.b.a. Ameren Missouri, Southwestern Bell Telephone Company, d.b.a. AT&T Missouri, Metropolitan St. Louis Sewer District, Charter Communications, their successors and assigns as their interests may appear for the purpose of improving, constructing, maintaining and repairing public utilities and sewer storm water improvements and drainage facilities, with the right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair or replacement of said utilities, sewers, storm water improvements and drainage facilities. Also the non-exclusive right, privilege and easement to use drives and walks as may now or from time to time hereafter be situated on the property of the owner for ingress and egress across the site by pedestrians. Said easement shall be perpetual, and further, shall run with the real estate of the owner. The owner agrees not to obstruct the aforesaid easement by means of a fence or other barrier, and further, to keep a path open and usable on their property, so that there will be continuing access for the public through the real estate of the owner. The Utility and Pedestrian Access easements is dedicated to Wildhorse Village LP assignees and successors, to construct, repair and maintain a sidewalk in and upon the indicated area situated in the City of Chesterfield, St. Louis County, State of Missouri, with the right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair or replacement of said

WILDHORSE LAKE BOULEVARD, 62 feet wide, PARKVIEW TERRACE, 53 feet wide, WILDHORSE PLACE, 53 feet wide, VISTA PLACE, 53 feet wide and LAKEVIEW TERRACE, 53 feet wide, as shown hereon hatched  are hereby established as a Permanent Private Street for Ingress/Egress, Cross Access and as an Easement, reserved by the present and future owners of Wildhorse Village Subdivision and all of their respective successors and assigns, their tenants, sub-tenants, lessees, and their respective officers, employees, agents, representatives, invitees, for the non-exclusive right and privilege for ingress and egress by pedestrian, automobiles, passenger vehicles, and trucks. The owners agree not to obstruct the foregoing easement by means of a fence or other barrier, and further, to keep the area open and useable on their property leading to and from Wildhorse Creek Road, Chesterfield Parkway and Burkhardt Place. No such accessway shall be relocated, narrowed, or otherwise altered without the approval of the present and future owners of Lots in Wildhorse Village Subdivision and the easement hereby established shall apply fully to such altered accessway, and said easement shall be perpetual and further shall run with the real estate. These easements are hereby dedicated to Missouri-American Water Company, Spire (f.k.a. Laclede Gas Company), Union Electric Company, d.b.a. Ameren Missouri, Southwestern Bell Telephone Company, d.b.a. AT&T Missouri, Metropolitan St. Louis Sewer District, and Charter Communications, their successors and assigns as their interests may appear for the purpose of improving, constructing, maintaining and repairing public utilities and sewer, storm water improvements, and drainage facilities, with the right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair or replacement of said utilities, sewers, storm water improvements, and drainage facilities. A 10 feet wide sidewalk easement is hereby dedicated adjacent to both sides of the internal roadways as a Permanent Sidewalk Access Easement to allow public access to the privately maintained sidewalks located within said easement, the above said private streets and sidewalks are to be maintained by Wildhorse Village LP, their assigns and successors.

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

BMP
Reserve area as shown on this plat is hereby established for the stormwater management feature(s), also known as BMP(s) (Best Management Practice). The reserved area hereby established is irrevocable and shall continue forever, subject to a "Maintenance Agreement" dated _____ day of _____, 20____ as recorded in the Recorder of Deed's Book _____ Page _____ or as amended thereafter.

The Pedestrian Access easements, as shown hereon hatched  are hereby dedicated to the Wildhorse Village LP assigns and successors, to construct, repair and maintain a sidewalk in and upon the indicated area with the right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair or replacement of said. Also the non-exclusive right, privilege and easement to use walkways as may now or from time to time hereafter be situated on the property of the owner for ingress and egress across the site by pedestrians. Said easement shall be perpetual, and further, shall run with the real estate of the owner. The owner agrees not to obstruct the aforesaid easement by means of a fence or other barrier, and further, to keep a path open and useable on their property, so that there will be continuing access for the public through the real estate of the owner.

The Permanent Roadway Improvement Maintenance Utility and Sewer Easements, as shown hereon hatched  is hereby dedicated to the City of Chesterfield Missouri and the Metropolitan St. Louis Sewer District as a permanent easement to improve, construct, repair and maintain roadway improvements, utilities, and stormwater sewers with the right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair, or replacement of said improvements.

Sidewalk easements B-1 and B-2 as shown along Burkhardt Place and the variable width sidewalk easements along Chesterfield Parkway are hereby dedicated to the City of Chesterfield for the construction, repair, and maintenance of a sidewalk for public use, with the special right of temporary use of adjacent ground not occupied by improvements for the excavation and storage of materials during installation, repair, or replacement of said sidewalk.

The Right of Way dedication is hereby dedicated to the City of Chesterfield Missouri.

Lot 7A is hereby dedicated as Common Ground as shown hereon and shall be conveyed to the Wildhorse Village, LP Homeowners Association by Special Warranty deed upon the recording of this plat with the St. Louis County Recorder's office.

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

Wildhorse Village, LP

By: _____
Mr. Jeff Tegethoff

Print Title _____

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

On this _____ day of _____, in the year 20____, before me, _____, a Notary Public in and for said state, personally appeared Mr. Jeff Tegethoff, the _____ of Wildhorse Village L.P., known to me to be the person who executed the foregoing instrument in behalf of said Limited Partnership and said _____ acknowledged said instrument to be the free act and deed of said limited Partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

My commission expires: _____

LENDER'S CERTIFICATION

The undersigned Owner and Holder of Note as secured by Deed of Trust, recorded in Book _____ Page _____ of the St. Louis County Records, does hereby join in and consent to the foregoing Subdivision Plat as shown hereon.

IN WITNESS WHEREOF, we have hereunto set our hand and affixed our corporate seal this _____ day of _____, 20____.

By: _____
Print Name: _____
Print Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____ to me personally known, who, being by me first duly sworn, did say that he/she is the _____ of _____, a national banking association, and that said instrument was signed in behalf of said national banking association, by authority of its _____ and said _____ acknowledged said instrument to be the free act and deed of said national banking association.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires: _____ Notary Public

This is to certify that "Wildhorse Village" was approved by the City Council for the City of Chesterfield by Ordinance No. _____, on the _____ day of _____, 20____, and thereby authorizes the recording of this Subdivision Plat with the office of the St. Louis County Recorder of Deeds.

Bob Naton, Mayor Vickie McGownd, City Clerk

GENERAL NOTES:

- 1) Subject property is Zoned :
"PC&R: Planned Commercial & Residence District Per Ordinance No. 3114
- 2) Subject property lies within Flood Zone "X" (Areas determined to be outside the 0.2% annual chance floodplain, according to the National Flood Insurance Rate Map Number 25189C0164K AND 25189C0165K with an effective dates of 02/04/2015.
- 3) Basis of Bearing: Northeast right of way line of Burkhardt Place, N31°26'20" W, as shown on page 1.
- 4) Stock and Associates Consulting Engineers, Inc. used exclusively St. Louis Title LLC, an agent for Old Republic National Title Insurance Company, Commitment No. 138445STL Rev 5, with an effective date of November 15, 2019, at 8:00 AM and Old Republic National Title Insurance Company, Commitment No. 144585STL, with an effective date of March 10, 2020 at 8:00 a.m., for research of easements and encumbrances. No further research was performed by Stock and Associates Consulting Engineers, Inc.
- 5) Build to lines shown based on Ord# 3114 (Maximum building setback line)

SURVEYOR'S CERTIFICATION

This is to certify that Stock and Associates Consulting Engineers, Inc. have, during October, 2020, by order of and for the use of Wildhorse Village LP, executed a Property Boundary Survey and Subdivision Plat of a tracts of land located in U.S. Survey 123, 415, and 2031 Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, and that the results of said survey and Subdivision Plat are shown hereon. We further certify that the above plat was prepared from an actual survey, according to the records available and recorded, and said survey meets or exceeds the current standards for Property Boundary Surveys for "Class Urban Property" as defined in Chapter 16, Division 2030 Missouri Standards for Property Boundary Surveys as adopted by the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors, and Landscape Architects.

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

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

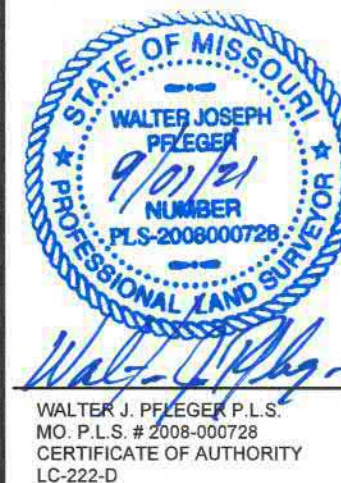
PREPARED BY:

STOCK & ASSOCIATES
Consulting Engineers, Inc.
257 Chesterfield Business Parkway
St. Louis, MO 63005 PH: (636) 530-9100 FAX: (636) 530-9100
e-mail: general@stockassoc.com
Web: www.stockassoc.com

SUBDIVISION PLAT

WILDHORSE VILLAGE

WILDHORSE CREEK ROAD; CHESTERFIELD PARKWAY; BURKHARDT PLACE
CHESTERFIELD MISSOURI



REVISIONS:

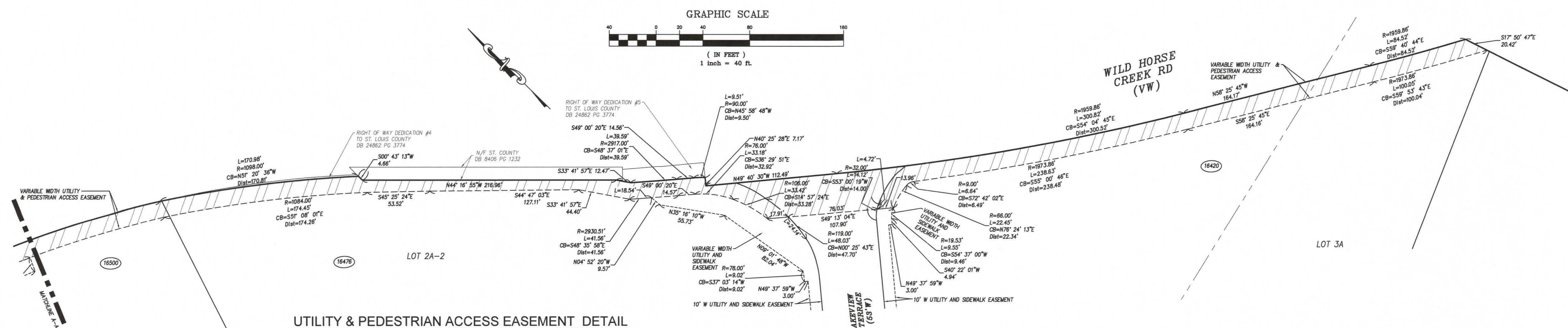
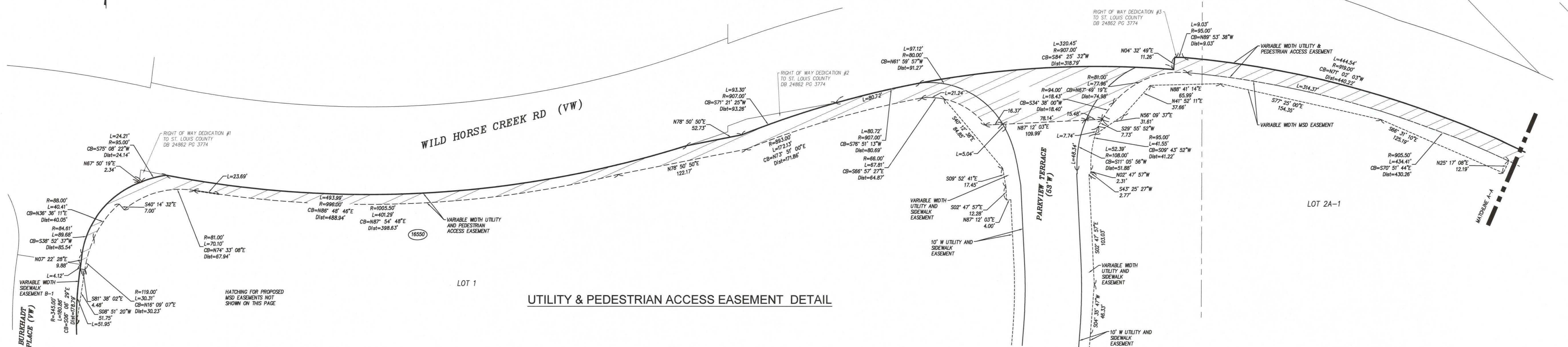
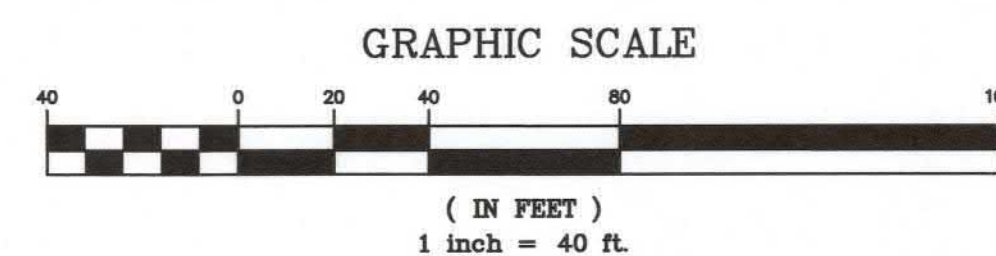
- | NO. | DATE | REVISION |
|-----|------------|---------------|
| 1 | 03/31/2021 | CITY COMMENTS |
| 2 | 05/27/2021 | CITY COMMENTS |

DRAWN BY:	CHECKED BY:
NFW	W.J.P.
DATE:	JOB NO:
11/23/2020	219-4670.3
M.S.D. P. #	BASE MAP #
2005010747	
S.L.C. H&T #	H&T S.U.P. #
	117 # 2338

SHEET TITLE
SUBDIVISION PLAT

SHEET NO.:
5 OF 8

WILDHORSE VILLAGE
TRACTS OF LAND BEING LOCATED IN U.S. SURVEYS 123, 415, AND 2031
TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



PREPARED BY:

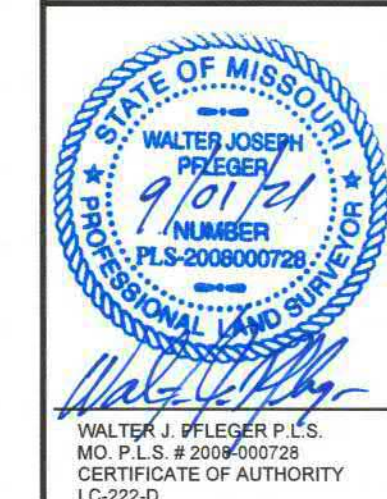
STOCK & ASSOCIATES
Consulting Engineers, Inc.

257 Dieterfield Business Parkway
St. Louis, MO 63105 PH: (636)
530-9100 FAX: (636) 530-9130
e-mail: general@stockassoc.com
Web: www.stockassoc.com

SUBDIVISION DI AT

WILDHORSE VILLAGE

WILDHORSE CREEK ROAD; CHESTERFIELD PARKWAY; BURKHARDT PLACE
CHESTERFIELD MISSOURI



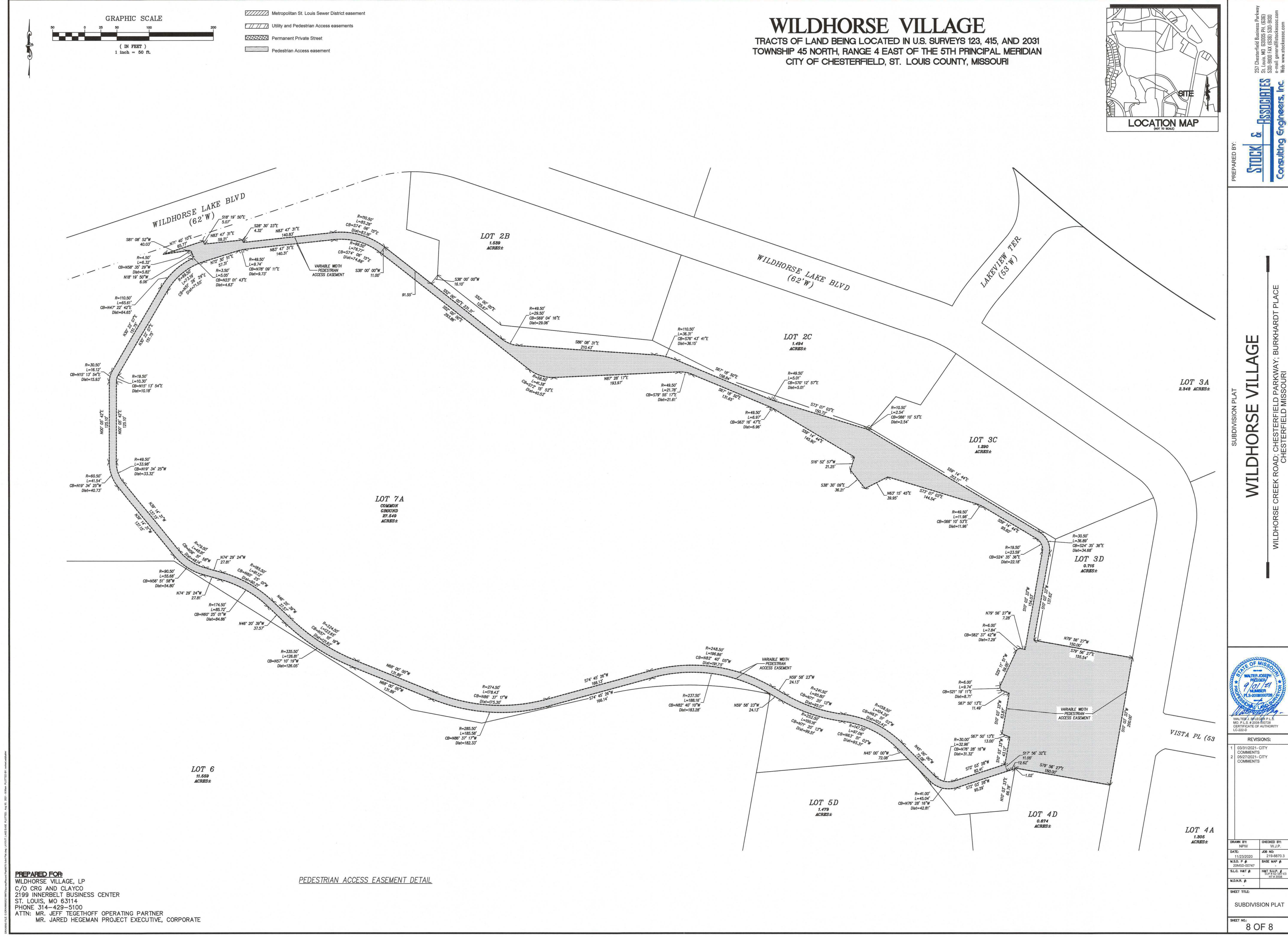
REVISIONS:	
1	03/31/2021- CITY COMMENTS
2	05/27/2021- CITY COMMENTS

DRAWN BY: NPW	CHECKED BY: W.J.P.
DATE: 11/23/2020	JOB NO: 219-6670.3
M.S.D. P # 20MSD-00747	BASE MAP # -
S.L.C. H&T # -	H&T S.U.P. # SUP # 42-187-E HT # 3938
M.D.N.R. #	

SHEET TITLE:

SUBDIVISION PLAT

SHEET NO.:
7 OF 8

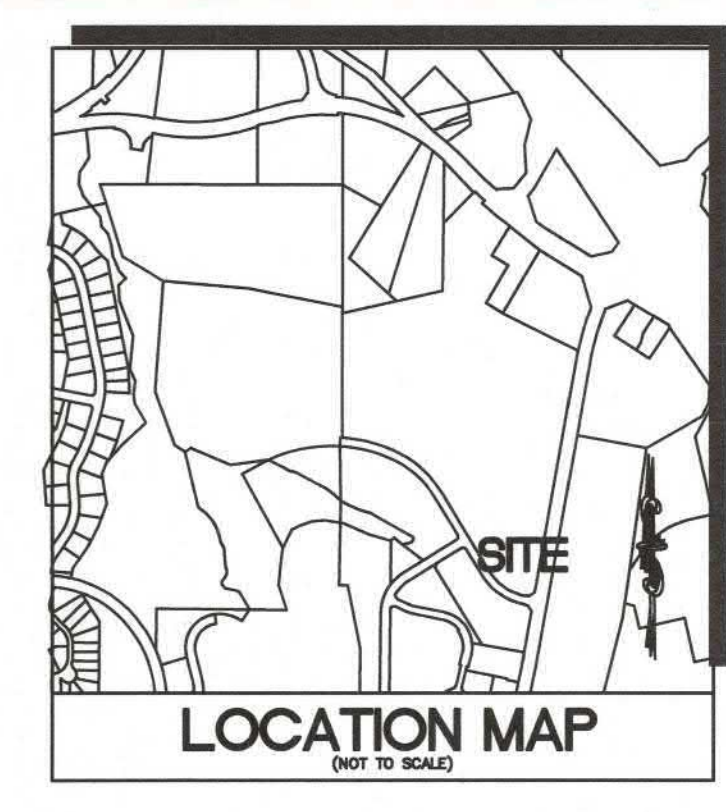


PREPARED FOR:
WILDHORSE VILLAGE, LP
C/O CRG AND CLAYCO
2199 INNERBELT BUSINESS CENTER
ST. LOUIS, MO 63114
PHONE 314-429-5100
ATTN: MR. JEFF TEGETHOFF OPERATING PARTNER
MR. JARED HEGEMAN PROJECT EXECUTIVE, CORPORATE

PEDESTRIAN ACCESS EASEMENT DETAIL

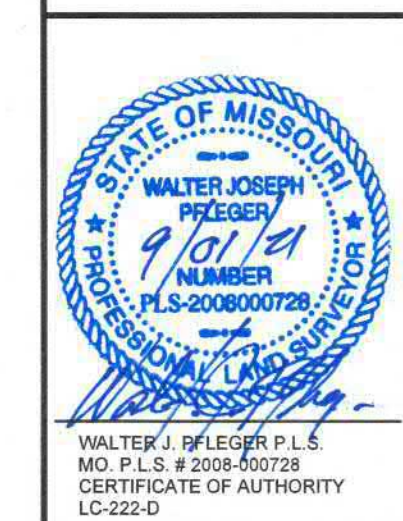
WILDHORSE VILLAGE

TRACTS OF LAND BEING LOCATED IN U.S. SURVEYS 123, 415, AND 2031
TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



PREPARED BY:
STUCK & ASSOCIATES
Consulting Engineers, Inc.
357 Chesterfield Business Parkway
St. Louis, MO 63103
503-9100 FAX (503) 500-9100
e-mail: general@stuckandassociates.com
Web: www.stuckandassociates.com

SUBDIVISION PLAT
WILDHORSE VILLAGE
WILDHORSE CREEK ROAD; CHESTERFIELD PARKWAY; BURKHARDT PLACE
CHESTERFIELD MISSOURI



REVISIONS:	
1	03/31/2021-CITY COMMENTS
2	05/27/2021-CITY COMMENTS
SHEET TITLE:	
SUBDIVISION PLAT	
SHEET NO:	
8 OF 8	

DRAWN BY:	CHECKED BY:
MPV	W.J.P.
DATE:	JOB NO:
11/23/2020	219-6670.3
M.S.D. #	BASE MAP #
20MSD-00747	
S.L.C. MAT #	MAT S.U.P. #
	HT 3338
M.D.N.R. #	

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by
Wildhorse Village, LP
_____, herein called DEVELOPER,
Bank of Washington
_____, herein called ESCROW
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
WILDHORSE VILLAGE
_____ in accordance with
Ordinance No. _____, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of construction, installation and completion of said
improvements, all in accordance with the provisions of said governing ordinance and
Subdivision Regulations, as amended, will be in the sum of
Eleven Million Two Hundred Thirty Two Thousand Six Hundred Seventy Five and 92/100
_____ DOLLARS
(\$^{11,232,675.92}_____), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of
the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision
Regulations; and

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of
said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory
construction and maintenance deposit agreements guaranteeing the construction and maintenance

of the subdivision improvements in accordance with the approved plans, said governing ordinance and Subdivision Regulations.

NOW, THEREFORE, in consideration of the covenants, promises and agreement herein provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a CONSTRUCTION DEPOSIT in the amount of Eight Million Five Hundred Eighty Nine Thousand Eight Hundred Forty Three and 68/100, DOLLARS (\$ 8,589,843.68) lawful money of the United States of America by: (check one)

☐ Depositing cash with the City.

☒ Submitting a Letter of Credit in the form required by the CITY and issued by the ESCROW HOLDER.

☐ Submitting a _____ (*type of readily negotiable instrument acceptable to the CITY*) endorsed to the City and issued by the ESCROW HOLDER.

Said deposit guarantees the construction, installation and completion of the required subdivision improvements in WILDHORSE VILLAGE Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of the City of Chesterfield, which are by reference made a part hereof, and in accordance with all ordinances of the CITY regulating same. A cost estimate thereof is attached hereto as "Exhibit A".

2. That the CONSTRUCTION DEPOSIT will be held in escrow by the CITY or the ESCROW HOLDER, as applicable, until such time as releases are authorized by the Department of Planning. The CONSTRUCTION DEPOSIT may be subject to special audit of the CITY from time to time.

3. That the CONSTRUCTION DEPOSIT guarantees the construction, installation and completion of the improvements in the aforesaid subdivision in accordance with the plans and specifications for the said subdivision which have been filed with the CITY, which are made a part hereof by reference as if set forth herein word for word.

4. Pursuant to Revised Statutes of Missouri, 89.410, the amounts set out on Exhibit “A” are identified by separate line item and are subject to release of ninety five percent (95%) of said estimated costs within thirty (30) days of the completion of said specific component of work by DEVELOPER. The Developer shall notify CITY in writing when they consider the specific component ready for release of funds. Accordingly, the CITY may not allow for the reallocation of escrowed funds from one line item to another, without specific written agreement between the DEVELOPER and CITY indicating what specific component or components are being modified. ESCROW HOLDER shall not modify or expend funds from other than the identified line item component without written approval from CITY. Completion is when the particular item has had all documentation and certification filed in a complete and acceptable form and the specific items have been inspected and all identified deficiencies have been corrected and the work has been approved by the City.

5. That in the event the CITY should determine that the ESCROW SUM or any line item thereon as herein provided, is insufficient to complete the said Subdivision Improvements, or the specific line item, the CITY will so notify the DEVELOPER who shall deposit within thirty (30) days of said notice with the ESCROW HOLDER that additional sum of lawful money of the United States of America that will be required to complete the said specific component of the improvement and said additional sum will be subject to the terms of this Escrow Agreement. Failure to provide said sum shall cause for immediate cessation of all work on said subdivision until the additional amount is paid.

6. That the DEVELOPER guarantees that all required utilities and improvements will be installed, constructed and completed within two (2) years from the date of the approval of the said Subdivision Plat and the DEVELOPER shall certify the completion of all said improvements, along with the filing of all documentation and certification, all as provided in the governing ordinance for this subdivision and the Subdivision Regulations of the CITY.

7. That the ESCROW HOLDER, in accordance with paragraph 4 above, shall only release or disburse the ESCROW SUM, or portion thereof, upon receipt and in the amount set forth in a written authorization from the Department of Planning addressed to the ESCROW HOLDER, which authorization may be for the payment of labor and materials used in the construction, installation and completion of the said improvements, as the work progresses, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That in the event the DEVELOPER shall abandon the subdivision or fail to complete the subdivision improvements within two (2) years, from the date of the CITY'S approval of the said subdivision plat or subsequent extension period granted to this DEPOSIT AGREEMENT, whichever shall first occur, the CITY shall present to the ESCROW HOLDER a certified statement from the City Engineer estimating the cost for the completion of the subdivision improvements and require the ESCROW HOLDER to immediately perform on this agreement for completion of the specific components of the project or disburse said funds identified by the City Engineer's estimates directly to the CITY. The CITY may complete, or have completed by outside resources, the said improvements. The ESCROW HOLDER having disbursed the escrow sums therefore as ordered and directed by the CITY, and upon such disbursement shall be relieved of all liability under the terms of this agreement.

9. That in the event of any legal actions taken by the CITY against DEVELOPER or ESCROW HOLDER to enforce the provision of this agreement, the parties agree to pay a reasonable attorney's fee in addition to any other sums due under this agreement

10. That there shall be no assignment by DEVELOPER or ESCROW HOLDER under the terms of this agreement without written approval of the CITY.

11. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to complete the Subdivision improvements as may be determined by the CITY or if the DEVELOPER or ESCROW HOLDER shall go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

12. That the ESCROW HOLDER will immediately inform the City of any changes of address for ESCROW HOLDER or DEVELOPER (known to ESCROW HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or ESCROW HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by ESCROW HOLDER to be paid to the CITY without further legal process, to be used to complete the subdivision improvements as set out under the terms hereof.

13. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

14. That the CITY hereby accepts this agreement as a satisfactory ESCROW AGREEMENT under the provisions and requirements of the governing ordinance for this

subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the 20 day of October, 2021.

ATTEST: (SEAL)

DEVELOPER: Wildhorse Village, LP


Type Name: Natasha Das
Title: Representative of City

BY:


Type Name: Jeffrey Tegethoff
Title: Manager of the Manager

Firm Address:
7700 Forsyth, Suite 300
Clayton, MO 63105

ATTEST: (SEAL)

ESCROW HOLDER: _____

Type Name:
Title:

BY:

Type Name:
Title:

Firm Address:

CITY OF CHESTERFIELD, MISSOURI

BY _____
Director of Planning

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the ____ day of _____, 20²¹.

ATTEST: (SEAL)

DEVELOPER: Wildhorse Village, LP

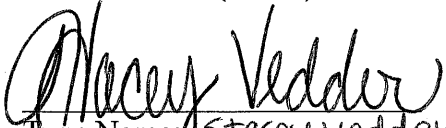
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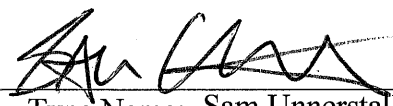
BY: _____
Type Name:
Title:

Firm Address:
7700 Forsyth, Suite 300
Clayton, MO 63105

ATTEST: (SEAL)

ESCROW HOLDER: BANK OF WASHINGTON


Type Name: Stacey Vedder
Title: compliance officer

BY: 
Type Name: Sam Unnerstall
Title: Vice President

Firm Address:
200 West Main Street
Washington, MO 63090

CITY OF CHESTERFIELD, MISSOURI

BY _____
Director of Planning

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

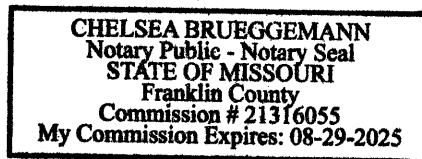
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 2nd day of November, 2021, before me appeared Sam Unnerstall, to me personally known, who, being by me duly sworn, did say that he/she is the Vice President (title) of Bank of Washington (name of bank), a _____ (corporation, etc.) organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said Vice President (title) acknowledged said instrument to be the free act and deed of said bank.

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

Chelsea Brueggemann
Notary Public

My Commission Expires:



CORPORATE EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this _____ day of _____, 20____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the _____(title) of _____ (name of corporation), a Missouri Corporation, and that he/she executed the foregoing agreement pursuant to the authority given him/her by the Board of Directors of the aforesaid corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid corporation by authority of its Board of Directors, and he/she as _____ (title of Corporate Executing Official) of the said corporation, acknowledged said agreement to be the lawful, free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this _____ day of _____, 20____.

Notary Public

My Commission Expires:

LP
LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 20th day of October, 2021, before me appeared
Jeffrey Tegethoff (name) to me personally known, who, being by
me duly sworn, did say that he/she is the manager of Wildhorse Village LP, the manager (title or
Executing Official) of Wildhorse Village, LP, a
Missouri Limited ~~Liability Corporation~~ ^{Partnership}, and that he/she in fact has the authority to execute the
foregoing agreement pursuant to the authority given him/her by the Limited ~~Liability~~ ^{Partnership}
~~Corporation~~, and that said agreement was signed and sealed by him/her on behalf of the aforesaid
~~L.L.C.~~ ^{LP} by authority of its members, (President or title of
chief officer), Jeffrey Tegethoff (name) as
Manager of the manager (title of Executing Official) of said ~~L.L.C.~~ ^{L.P.} acknowledges
said agreement to be the lawful, free act and deed of said ~~L.L.C.~~ ^{L.P.}.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal,
this 20th day of October, 2021.

Courtney Ray
Notary Public

My Commission Expires: Dec 3, 2022

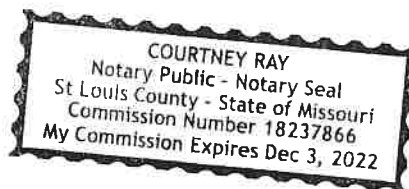


EXHIBIT A

Attach: Subdivision Deposit Spreadsheet

CONSTRUCTION DEPOSIT

SUBDIVISION: Wildhorse Village
 PLAT: n/a
 SUBDIVISION CODE: 701
 NO. LOTS: 19
 DATE OF PLAT APPROVAL: TBD

DEVELOPER: Wildhorse Village, LP

CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS			\$2,446,737.70	\$0.00 \$0.00	0	\$2,446,737.70	100
SIDEWALKS			\$949,840.23	\$0.00 \$0.00	0	\$949,840.23	100
STREET SIGNS			\$2,706.00	\$0.00 \$0.00	0	\$2,706.00	100
STREET TREES			\$44,154.00	\$0.00 \$0.00	0	\$44,154.00	100
SANITARY SEWER AND PUMP STATIONS	10/18/21	50	\$940,835.12	\$470,417.56 \$0.00	50	\$470,417.56	50
STORM SEWER	10/18/21	50	\$1,347,892.57	\$673,946.29 \$0.00	50	\$673,946.29	50
GRADING	10/18/21	95	\$1,405,360.00	\$1,335,092.00 \$0.00	95	\$70,268.00	5
WATER QUALITY			\$21,934.00	\$0.00 \$0.00	0	\$21,934.00	100
EROSION CONTROL	10/18/21	50	\$266,288.00	\$133,144.00 \$0.00	50	\$133,144.00	50
SILTATION CONTROL	10/18/21	50	\$60,464.80	\$30,232.40 \$0.00	50	\$30,232.40	50
MONUMENTATION			\$32,620.50	\$0.00 \$0.00	0	\$32,620.50	100
RETAINING WALLS			\$24,710.40	\$0.00 \$0.00	0	\$24,710.40	100
STREET LIGHTS			\$774,219.60	\$0.00 \$0.00	0	\$774,219.60	100
WATER MAINS			\$656,698.80	\$0.00 \$0.00	0	\$656,698.80	100
FENCE			\$3,850.00	\$0.00 \$0.00	0	\$3,850.00	100
MISC. REQ. IMPROVMENTS (LAKE FRONT AMENITIES)			\$2,254,364.20	\$0.00 \$0.00	0	\$2,254,364.20	100
TOTALS			\$11,232,675.92	\$2,642,832.24	24	\$8,589,843.68	76

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by
Wildhorse Village, LP
_____, herein called DEVELOPER,
Bank of Washington
_____, herein called CREDIT
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY
for the creation and development of a subdivision to be known as
WILDHORSE VILLAGE
_____ in accordance with
Ordinance No. _____, the governing ordinance for the subdivision, and the Subdivision
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably
estimated and determined that the cost of maintenance of the required improvements, based on
the cost of construction of said improvements, all in accordance with the provisions of said
subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum
of One Million One Hundred Twenty Three Thousand Two Hundred Sixty Seven 59/100 DOLLARS
of _____
(\$^{1,123,267.59}_____), lawful money of the United States of America; and

WHEREAS, the DEVELOPER is seeking approval from the CITY of the record plat of
the aforesaid subdivision as the same is provided in said governing ordinance and Subdivision
Regulations; and

the City of Chesterfield, which by reference are made a part hereof, and in accordance with all ordinances of the CITY regulating same.

2. That the MAINTENANCE DEPOSIT will be held in escrow by the CITY or the CREDIT HOLDER, as applicable, until such time as releases are authorized by the Department of Planning.

3. That the DEVELOPER shall be responsible for, and hereby guarantees, the maintenance of the subdivision improvements, including, but not limited to, lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm and drainage facilities, until (1) expiration of twelve (12) months after occupancy permits have been issued on eighty percent (80%) of all of the lots in the subdivision plat(s), or (2) twelve (12) months after completion of the subdivision and acceptance / approval of all required improvements by the CITY, whichever is longer. In the case of landscaping, the maintenance period shall be twenty-four (24) months after installation is approved by the CITY. Maintenance shall include repair or replacement of all defects, deficiencies and damage to the improvements that may exist or arise, abatement of nuisances caused by such improvements, removal of mud and debris from construction, erosion control, grass cutting, removal of construction materials (except materials to be used for construction on the lot or as permitted by site plan), and snow removal. All repairs and replacement shall comply with CITY specifications and standards. Any maintenance of improvements accepted by the CITY for public dedication shall be completed under the supervision of and with the prior written approval of the Director of Planning. The maintenance obligation for required improvements to existing public roads or other existing public infrastructure already maintained by a public governmental entity shall terminate on and after the date such improvements have been inspected and accepted by the

appropriate governmental entity and the deposit for same shall be released. Irrespective of other continuing obligations, the developer's snow removal obligations shall terminate on the date a street is accepted by the CITY for public maintenance.

4. That the maintenance deposit shall be retained by the CITY OR CREDIT HOLDER to guarantee maintenance of the required improvements and, in addition to being subject to the remedies of Section 02-12.G of the Unified Development Code and other remedies of the City Code, shall be subject to the immediate order of the Director of Planning to defray or reimburse any cost to the CITY of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the Director of Planning shall provide the developer with a written demand and opportunity to perform the maintenance before having such maintenance performed by the CITY, or its agents. The Director of Planning shall have the authority to require the maintenance deposit to be replaced or replenished by the developer, in any form permitted for an original deposit, where the amount remaining is determined to be insufficient or where the maintenance deposit was drawn upon by the CITY for maintenance.

5. That in determining the amount of MAINTENANCE DEPOSIT that shall continue to be held, portions of the deposit amount that were attributable to improvements that have been accepted by any third-party governmental entity or utility legally responsible for the maintenance of the improvement may be released upon such acceptance of the improvement by the entity. The Director of Planning may approve such further releases if it is determined in his or her discretion, after inspection of the improvements, that the total maintenance amount

retained is clearly in excess of the amount necessary for completion of the maintenance obligation, after all reasonable contingencies are considered.

6. That in the event the CITY should determine that the MAINTENANCE DEPOSIT, or any line item thereon as herein provided, is insufficient, the CITY will so notify the DEVELOPER who shall, within thirty (30) days of said notice, deposit additional sums with the CITY or have the amount of the letter of credit or other banking instrument increased as will be required to maintain the said specific component of the improvement and said additional sum will be subject to the terms of this MAINTENANCE DEPOSIT AGREEMENT. Failure to provide said sum shall be cause for immediate cessation of all work on said subdivision until the additional amount is paid.

7. That the CREDIT HOLDER, in accordance with paragraphs 2, 4 and 5 above, shall only release or disburse the MAINTENANCE DEPOSIT, or portion thereof, upon receipt and in the amount set forth in a written authorization from the said Department of Planning addressed to the Credit Holder, which authorization may be for payment, as provided in the Subdivision Regulations or governing ordinance for this subdivision.

8. That upon expiration of the maintenance obligations established herein, the Director of Planning shall cause a final inspection to be made of the required improvements. Funds shall then be released if there are no defects or deficiencies found and all other obligations including payment of all sums due, are shown to be satisfied on inspection thereof, or at such time thereafter as any defects or deficiencies are cured with the permission of, and within the time allowed by, the Director of Planning. This release shall in no way be construed to indemnify or release any person from any civil liability that may exist for defects or damages

caused by any construction, improvement or development for which any deposit has been released.

9. That there shall be no assignment by DEVELOPER or CREDIT HOLDER under the terms of this agreement without written approval of the CITY.

10. That if DEVELOPER is unable to meet its obligation hereunder or to provide additional sums to guarantee maintenance of the Subdivision improvements as may be determined by the CITY or if the DEVELOPER shall abandon the subdivision or go into receivership or file for bankruptcy protection, then in any such event the CITY may declare the DEVELOPER in default and may immediately order the payment of all remaining sums held in the MAINTENANCE DEPOSIT to be paid to the CITY without further legal process, to be used to complete and maintain the subdivision improvements as set out under the terms hereof.

11. That the CREDIT HOLDER will immediately inform the City of any changes of address for CREDIT HOLDER or DEVELOPER (known to CREDIT HOLDER) during the period of this Agreement. Failure to do so shall result in a breach of this Agreement and the CITY may declare the DEVELOPER or CREDIT HOLDER (as the case may be) in default and may immediately order the payment of all remaining sums held by CREDIT HOLDER to be paid to the CITY without further legal process, to be used to maintain the subdivision improvements as set out under the terms hereof.

12. That no forbearance on the part of the CITY in enforcing any of its rights under this agreement, nor any extension thereof by CITY, shall constitute a waiver of any terms of this Agreement or a forfeiture of any such rights.

13. That the CITY hereby accepts this agreement as a satisfactory MAINTENANCE DEPOSIT AGREEMENT under the provisions and requirements of the governing ordinance

for this subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the 20 day of October, 2021 A.D.

ATTEST: (SEAL) **DEVELOPER:** Wildhorse Village, LP


Type Name: Natasha Das
Title: Representative of CPE

BY: 
Type Name: Jeffrey Tegethoff
Title: Manager of the Manager

Firm Address:
7700 Forsyth, Suite 300
Clayton, MO 63105

ATTEST: (SEAL) **CREDIT HOLDER:** _____

Name: _____
Title: _____

BY: _____
Name: _____
Title: _____

Firm Address:

CITY OF CHESTERFIELD, MISSOURI

BY _____
Director of Planning

ATTEST: (SEAL) **APPROVED:**

City Clerk

Mayor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

for this subdivision and any amendments or revisions thereto and the Subdivision Regulations of the CITY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the ____ day of October, 2021 A.D.

Wildhorse Village, LP

ATTEST: (SEAL)

DEVELOPER: _____

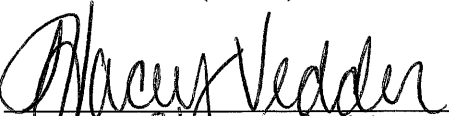
Type Name:
Title:

BY: _____
Type Name:
Title:

Firm Address:
7700 Forsyth, Suite 300
Clayton, MO 63105

ATTEST: (SEAL)

CREDIT HOLDER: BANK OF WASHINGTON


Name: Stacey Vedder
Title: Loan Compliance Officer

BY: 
Name: Sam Unnerstall
Title: Vice President

Firm Address:
200 West Main Street
Washington, MO 63090

CITY OF CHESTERFIELD, MISSOURI

BY _____
Director of Planning

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

NB: The signatures of the DEVELOPER and CREDIT HOLDER are to be acknowledged before a Notary Public. In the case of a partnership, all partners must sign. In the case of a corporation, the affidavits of the corporation act must be attached.

BANK OFFICIAL'S ACKNOWLEDGMENT

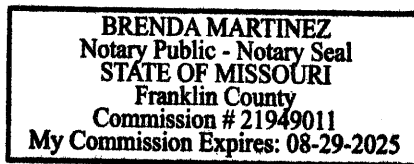
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 2 day of November, 2021, before me appeared Sam Unnerstall, to me personally known, who, being by me duly sworn, did say that he/she is the Vice President (title) of Bank of Washington (name of bank), a _____ (corporation, etc.) organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said vice president (title) acknowledged said instrument to be the free act and deed of said bank.

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

B. Martinez
Notary Public

My Commission Expires:



CORPORATE EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

[illegible]

On this _____ day of _____, 20____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the _____(title) of _____ (name of corporation), a Missouri Corporation, and that he/she executed the foregoing agreement pursuant to the authority given him/her by the Board of Directors of the aforesaid corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid corporation by authority of its Board of Directors, and he/she as _____ (title of Corporate Executing Official) of the said corporation, acknowledged said agreement to be the lawful, free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this _____ day of _____, 20____.

Notary Public

My Commission Expires:

4
LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

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

On this 20th day of October, 2021, before me appeared
Jeffrey Teguthoff (name) to me personally known, who, being by
me duly sworn, did say that he/she is the manag^r of Wildhorse Village, L.P. (title or Executing
Official) of Wildhorse Village, L.P., a Missouri Limited Partnership Liability
Corporation, and that he/she in fact has the authority to execute the foregoing agreement
pursuant to the authority given him/her by the Partnership Limited Liability Corporation, and that said
agreement was signed and sealed by him/her on behalf of the aforesaid L.P. ~~L.L.C.~~ by authority of
its members, (President or title of chief officer),
Jeffrey Teguthoff (name) as manag^r of the manag^r (title of
Executing Official) of said L.P. ~~L.L.C.~~ acknowledges said agreement to be the lawful, free act and
deed of said L.P. ~~L.L.C.~~

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial
seal, this 20 day of October, 2021.

Courtney Ray
Notary Public

My Commission Expires: Dec 3, 2022

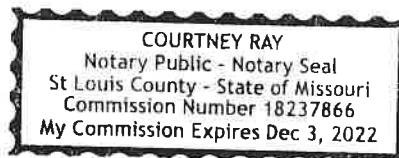


EXHIBIT A

Attach: Subdivision Deposit Spreadsheet

MAINTENANCE DEPOSIT

SUBDIVISION: Wildhorse Village
PLAT: n/a
SUB CODE: 701
DEVELOPER: Wildhorse Village, LP

NOTE: Deposit is adjusted to account for 10% of entire sewer costs, and 0% of LOMR/Elev. Cert's, if any)

CATEGORY	ORIGINAL BALANCE	DATE OF RELEASE	AMOUNT RELEASED	CURRENT BALANCE
STREETS	\$244,673.77			\$244,673.77
SIDEWALKS	\$94,984.02			\$94,984.02
STREET SIGNS	\$270.60			\$270.60
STREET TREES	\$4,415.40			\$4,415.40
SAN. SEWER	\$94,083.51			\$94,083.51
STORM SEWER	\$134,789.26			\$134,789.26
GRADING	\$140,536.00			\$140,536.00
WATER QUALITY	\$2,193.40			\$2,193.40
EROSION CONTROL	\$26,628.80			\$26,628.80
SILTATION CONTROL	\$6,046.48			\$6,046.48
MONUMENTATION	\$3,262.05			\$3,262.05
RETAINING WALL	\$2,471.04			\$2,471.04
STREET LIGHTS	\$77,421.96			\$77,421.96
WATER MAINS	\$65,669.88			\$65,669.88
FENCE	\$385.00			\$385.00
MISC. REQUIRED IMP.	\$225,436.42			\$225,436.42
TOTALS	\$1,123,267.59		\$0.00	\$1,123,267.59

STANDARD FORM OF
LETTER OF CREDIT

Bank of Washington
200 W. Main St.
Washington, MO 63090

November 3, 2021

IRREVOCABLE LETTER OF CREDIT NO. 740

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Dear Sir:

We hereby establish in favor of the CITY OF CHESTERFIELD, upon the application of and for the account of Wildhorse Village, LP a Missouri Limited Partnership (the "Account Party") our transferable irrevocable standby letter of credit (the "Letter of Credit") in the amount of \$ 8,589,843.68 (the "Maximum Available Credit"), subject to the reduction as hereinafter set forth.

For information only: This letter of credit is issued with respect to: (check all that apply)

- | | |
|--|--|
| ☐ Grading Surety | ☐ Subdivision Maintenance Deposit |
| ☐ Landscape Surety | ☐ Tree Preservation Surety |
| ☐ Pavement Restoration Surety | ☐ Other _____ |
| ☒ Subdivision Construction Deposit | |

as detailed on the accompanying agreements for Wildhorse Village, LP
<<subdivision/development name>>, approval of same issued by you for the benefit of the Account Party (the "Approval").

Subject to all of the terms and conditions of this Letter of Credit, the Maximum Available Credit shall be made available by your draft(s) at sight drawn on us accompanied by this Letter of Credit and any amendments thereto for presentation and by the following documents:

1. Your signed certificate, in the form attached hereto as Exhibit A, dated not more than ten days prior to its presentation to us; or
2. Your signed certificate, in the form attached hereto as Exhibit B, dated not more than ten days prior to its presentation to us.

*No draft will be paid if the amount thereof is in excess of the Maximum available Credit hereunder as of the date such draft is to be paid.

Multiple drawings may be presented under this Letter of Credit, which, in the aggregate and subject to the limitations set forth herein, shall not exceed the Maximum Available Credit then in effect and each such drawing honored by us hereunder shall reduce the Maximum Available Credit by the amount of such drawing. The draft(s) drawn under this Letter of Credit must be drawn and presented to our offices at 200 W. Main St., Washington, MO 63090

Attention: Sam Unnerstall (or such other officer, department or address designated in writing by us to you at your address shown above or at such other address as you shall advise us of in writing) by hand delivery or by delivery by courier between 9:00 a.m. and 4:30 p.m. (St. Louis, Missouri time) on a Business day (as defined below). As used in this Letter of Credit, "Business day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the State of Missouri are authorized or required by law to close.

We hereby agree that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us upon delivery of any of the certificate(s) specified above and if presented at our aforesaid office on or before the Expiration date (as defined below).

If demand for payment is made hereunder in strict conformity with the terms and conditions of this Letter of Credit before 11:00 a.m. (St. Louis, Missouri time) on any Business day, payment of the amount demanded shall be made in immediately available funds not later than 1:00 p.m. (St. Louis, Missouri time) on the next succeeding Business day.

Payment under this Letter of Credit to you shall be made by wire transfer or as agreed by the Chesterfield Department of Finance of immediately available funds per your instructions.

Only you or a transferee may make drawings under this Letter of Credit. Upon payment as provided above of the amount specified in a sight draft drawn hereunder, the Maximum Available Credit of the Letter of Credit shall be reduced by the amount of the payment.

If demand for payment does not conform to the terms and conditions of this Letter of Credit, we will promptly notify you thereof and of the reasons thereof, such notice to be promptly confirmed in writing to you, and we shall hold all documents at your disposal or return the same to you, if directed by you.

This Letter of Credit is effective immediately and expires on the earliest of (i) 4:00 p.m. (St. Louis, Missouri time) on December 6, 2023, except that unless such date may be extended as hereinafter provided, this letter of credit shall automatically and immediately be paid by wire transfer the balance of the Maximum Available Credit to the City of Chesterfield at the following account: to receiving bank Central Bank (ABA #081004601) for beneficiary City of Chesterfield, Account #129300337, or (ii) when you have drawn and we have paid to you the Maximum Available Credit of this Letter of Credit or (iii) the day on which this Letter of Credit is surrendered to us for cancellation (collectively, the "Expiration Date"); provided, however, notwithstanding the termination by expiration of this Letter of Credit, our payment obligation shall survive such expiration with respect to any sight drafts accompanied by a certificate in the form of Exhibits A, or B, as the case may be, presented to us for payment prior to the expiration of this Letter of Credit; **and/or further provided that upon such expiration, or if automatically extended upon expiration of the last extension, we shall automatically and immediately transfer the balance of the Maximum Available Credit to the City of Chesterfield at the account set forth above or such**

other account subsequently designated by you, unless you authorize in writing a release of our obligations under this Letter of Credit or authorize a replacement of the Letter of Credit. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for one year (or such other date as the City and Account Party may agree in writing) from the present or any future Expiration date hereof, unless at least 75 days prior to any such date, we shall send you, in the form attached hereto as Exhibit C, notice that we elect not to consider this Letter of Credit renewed for such additional one-year period. Notwithstanding any automatic extensions, this letter of credit shall expire fully and finally not later than December 6, 2026.

Upon our receipt, from time to time, from you of a written reduction certificate in the form attached as Exhibit D, we are authorized to reduce the Maximum Available Credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date on which we receive such written reduction certificate. Final reduction / release of the Letter of Credit shall be effective at our close of business on the date on which we receive a certificate in the form attached as Exhibit E.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Commission Publication No. 600, but excluding the provisions of Article 32 thereof (the "UCPDC").

Any communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at Bank of Washington, 200 W. Main St., Washington, MO 63090,
Attention: Sam Unnerstall, specifically referring thereon to Irrevocable Letter of Credit No. 740.

You may transfer your rights under this Letter of Credit in their entirety (but not in part) to any transferee. Transfer of your rights under this Letter of Credit to any such transferee shall be effected only upon the presentation to us of this Letter of Credit accompanied by a transfer letter in the form attached hereto as Exhibit F, and we consent to such transfer without charges or fees of any kind. Upon such transfer, the transferee shall have no further rights to transfer this Letter of Credit.

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein (including, without limitation, the Approval, but excluding the UCPDC), and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement. Exhibits A, B, C, D, E, F and G attached hereto are incorporated herein by reference as an integral part of this Letter of Credit.

Very truly yours,

Sam Unnersall, Vice President

By:

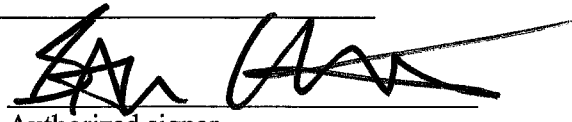

Authorized signer

EXHIBIT A
TO LETTER OF CREDIT
FORM OF CERTIFICATE FOR "A" DRAWING

Bank of Washington

200 W. Main St.

Washington, MO 63090

Attention: Sam Unnerstall

Re: Your Letter of Credit No. 740
In Favor of City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Bank of Washington (the "Bank"), with reference to Irrevocable Letter of Credit No. 740 (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all of the required work or fulfill all obligations required by the City Code, permits, approved plans or agreements.
2. The draft in the sum of \$ _____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the City of Chesterfield, Missouri to

[INSERT BANK Account # _____], Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____, 20____.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Director of Planning

EXHIBIT B
TO LETTER OF CREDIT
FORM OF CERTIFICATE FOR "B" DRAWING

Bank of Washington

200 W. Main St.

Washington, MO 63090

Attention: Sam Unnerstall

Re: Your Letter of Credit No. 740 in Favor of City of Chesterfield,
Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Bank of Washington (the "Bank"), with reference to Irrevocable Letter of Credit No. 740 (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. Funds in the amount of the accompanying draft are now due for deposit in a special transit account for the payment per Work completion.
2. The draft in the sum of \$_____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the City of Chesterfield, Missouri to

[INSERT BANK Account # _____], Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this
____ day of _____, 20____.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Director of Planning

EXHIBIT C
TO LETTER OF CREDIT
FORM OF NOTICE OF EXPIRATION

City of Chesterfield
690 Chesterfield Parkway W
Chesterfield, Missouri 63017

Attention: Director of Planning

Re: Our Letter of Credit No. 740 in Favor of City of Chesterfield,
Missouri

Amount: _____

Expiration Date: _____

To Whom It May Concern:

Please consider this letter as the Bank's notification that the Bank does not intend to renew the above-reference letter of credit and, therefore, it will expire in full and finally on the above-mentioned date. All remaining amounts under the Letter of Credit shall be transferred to the City of Chesterfield per the terms of the Letter.

Very truly yours,

By: _____
Authorized Officer

cc: _____

EXHIBIT D
TO LETTER OF CREDIT
FORM OF REDUCTION CERTIFICATE

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Attention:

Re: LETTER OF CREDIT NUMBER: 740

IN ORIGINAL AMOUNT OF: \$ _____

To Whom It May Concern:

This certificate authorizes reduction in the amount of \$ _____ of the above letter of credit.
The remaining maximum available credit for this letter of credit is \$ _____.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Director of Planning

cc _____

EXHIBIT E

TO LETTER OF CREDIT

FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

Attention:

Re: LETTER OF CREDIT NUMBER: 740

IN ORIGINAL AMOUNT OF: \$ _____

FINAL REDUCTION

To Whom It May Concern:

The City of Chesterfield hereby authorizes the final reduction of the letter of credit established for _____ . The letter of credit referenced above is hereby being surrendered.

Should you desire additional information, please contact * _____ *.

By: _____
Director of Planning

Enclosures: Letter of Credit

cc

EXHIBIT F
TO LETTER OF CREDIT
FORM FOR FULL TRANSFER OF LETTER OF CREDIT

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. 740 in favor of City of
Chesterfield, Missouri

To Whom It May Concern:

The undersigned, City of Chesterfield, Missouri ("Transferor") has transferred and assigned (and hereby confirms said transfer and assignment) all of its rights in and under the Letter of Credit to [_____] ("Transferee"). Transferor confirms that it no longer has any rights under or interest in the Letter of Credit and that you shall have no further responsibility to make payment under the Letter of Credit to Transferor.

Transferor hereby surrenders the Letter of Credit subject to the transfer to you and requests that you note the transfer of the Letter of Credit and deliver the Letter of Credit, amended or endorsed to reflect said transfer, to Transferee.

CITY OF CHESTERFIELD, MISSOURI [_____]

CITY OF CHESTERFIELD, MISSOURI

By: _____
Director of Planning

Enclosures: Letter of Credit, if applicable

cc _____

EXHIBIT G
TO LETTER OF CREDIT
SIGHT DRAFT

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. 740 in favor of City of
Chesterfield, Missouri

To Whom It May Concern:

Pay on demand to _____ the sum of U.S. \$ _____. This
draft is drawn under your Irrevocable Letter of Credit No. _____.

CITY OF CHESTERFIELD, MISSOURI

By: _____

Name: _____

Title: _____

-or-

[Insert Lender's name]

By: _____

Name: _____

Title: _____

STANDARD FORM OF
LETTER OF CREDIT

Bank of Washington
200 W. Main St.
Washington, MO 63090

November 3, 2021

IRREVOCABLE LETTER OF CREDIT NO. 741

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Dear Sir:

We hereby establish in favor of the CITY OF CHESTERFIELD, upon the application of and for the account of Wildhorse Village, LP a Missouri Limited Partnership (the "Account Party") our transferable irrevocable standby letter of credit (the "Letter of Credit") in the amount of \$ 1,123,267.59 (the "Maximum Available Credit"), subject to the reduction as hereinafter set forth.

For information only: This letter of credit is issued with respect to: (check all that apply)

- | | |
|---|---|
| ☐ Grading Surety | ☒ Subdivision Maintenance Deposit |
| ☐ Landscape Surety | ☐ Tree Preservation Surety |
| ☐ Pavement Restoration Surety | ☐ Other _____ |
| ☐ Subdivision Construction Deposit | |

as detailed on the accompanying agreements for Wildhorse Village, LP
<<subdivision/development name>>, approval of same issued by you for the benefit of the Account Party (the "Approval").

Subject to all of the terms and conditions of this Letter of Credit, the Maximum Available Credit shall be made available by your draft(s) at sight drawn on us accompanied by this Letter of Credit and any amendments thereto for presentation and by the following documents:

1. Your signed certificate, in the form attached hereto as Exhibit A, dated not more than ten days prior to its presentation to us; or
2. Your signed certificate, in the form attached hereto as Exhibit B, dated not more than ten days prior to its presentation to us.

*No draft will be paid if the amount thereof is in excess of the Maximum available Credit hereunder as of the date such draft is to be paid.

Multiple drawings may be presented under this Letter of Credit, which, in the aggregate and subject to the limitations set forth herein, shall not exceed the Maximum Available Credit then in effect and each such drawing honored by us hereunder shall reduce the Maximum Available Credit by the amount of such drawing. The draft(s) drawn under this Letter of Credit must be drawn and presented to our offices at 200 W. Main St., Washington, MO 63090

Attention: Sam Unnerstall (or such other officer, department or address designated in writing by us to you at your address shown above or at such other address as you shall advise us of in writing) by hand delivery or by delivery by courier between 9:00 a.m. and 4:30 p.m. (St. Louis, Missouri time) on a Business day (as defined below). As used in this Letter of Credit, "Business day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the State of Missouri are authorized or required by law to close.

We hereby agree that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us upon delivery of any of the certificate(s) specified above and if presented at our aforesaid office on or before the Expiration date (as defined below).

If demand for payment is made hereunder in strict conformity with the terms and conditions of this Letter of Credit before 11:00 a.m. (St. Louis, Missouri time) on any Business day, payment of the amount demanded shall be made in immediately available funds not later than 1:00 p.m. (St. Louis, Missouri time) on the next succeeding Business day.

Payment under this Letter of Credit to you shall be made by wire transfer or as agreed by the Chesterfield Department of Finance of immediately available funds per your instructions.

Only you or a transferee may make drawings under this Letter of Credit. Upon payment as provided above of the amount specified in a sight draft drawn hereunder, the Maximum Available Credit of the Letter of Credit shall be reduced by the amount of the payment.

If demand for payment does not conform to the terms and conditions of this Letter of Credit, we will promptly notify you thereof and of the reasons thereof, such notice to be promptly confirmed in writing to you, and we shall hold all documents at your disposal or return the same to you, if directed by you.

This Letter of Credit is effective immediately and expires on the earliest of (i) 4:00 p.m. (St. Louis, Missouri time) on December 6, 2023, except that unless such date may be extended as hereinafter provided, this letter of credit shall automatically and immediately be paid by wire transfer the balance of the Maximum Available Credit to the City of Chesterfield at the following account: to receiving bank Central Bank (ABA #081004601) for beneficiary City of Chesterfield, Account #129300337, or (ii) when you have drawn and we have paid to you the Maximum Available Credit of this Letter of Credit or (iii) the day on which this Letter of Credit is surrendered to us for cancellation (collectively, the "Expiration Date"); provided, however, notwithstanding the termination by expiration of this Letter of Credit, our payment obligation shall survive such expiration with respect to any sight drafts accompanied by a certificate in the form of Exhibits A, or B, as the case may be, presented to us for payment prior to the expiration of this Letter of Credit; **and/or further provided that upon such expiration, or if automatically extended upon expiration of the last extension, we shall automatically and immediately transfer the balance of the Maximum Available Credit to the City of Chesterfield at the account set forth above or such**

other account subsequently designated by you, unless you authorize in writing a release of our obligations under this Letter of Credit or authorize a replacement of the Letter of Credit. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for one year (or such other date as the City and Account Party may agree in writing) from the present or any future Expiration date hereof, unless at least 75 days prior to any such date, we shall send you, in the form attached hereto as Exhibit C, notice that we elect not to consider this Letter of Credit renewed for such additional one-year period. Notwithstanding any automatic extensions, this letter of credit shall expire fully and finally not later than December 6, 2027.

Upon our receipt, from time to time, from you of a written reduction certificate in the form attached as Exhibit D, we are authorized to reduce the Maximum Available Credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date on which we receive such written reduction certificate. Final reduction / release of the Letter of Credit shall be effective at our close of business on the date on which we receive a certificate in the form attached as Exhibit E.

This Letter of Credit shall be governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Commission Publication No. 600, but excluding the provisions of Article 32 thereof (the "UCPDC").

Any communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at Bank of Washington, 200 W. Main St., Washington, MO 63090,
Attention: Sam Unnerstall, specifically
referring thereon to Irrevocable Letter of Credit No. 741.

You may transfer your rights under this Letter of Credit in their entirety (but not in part) to any transferee. Transfer of your rights under this Letter of Credit to any such transferee shall be effected only upon the presentation to us of this Letter of Credit accompanied by a transfer letter in the form attached hereto as Exhibit F, and we consent to such transfer without charges or fees of any kind. Upon such transfer, the transferee shall have no further rights to transfer this Letter of Credit.

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein (including, without limitation, the Approval, but excluding the UCPDC), and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement. Exhibits A, B, C, D, E, F and G attached hereto are incorporated herein by reference as an integral part of this Letter of Credit.

Very truly yours,

Sam Unnersall, Vice President

By:

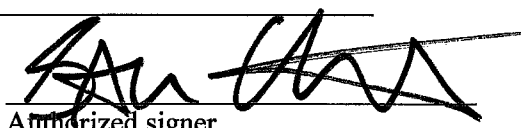

Authorized signer

EXHIBIT A
TO LETTER OF CREDIT
FORM OF CERTIFICATE FOR "A" DRAWING

Bank of Washington

200 W. Main St.

Washington, MO 63090

Attention: Sam Unnerstall

Re: Your Letter of Credit No. 741
In Favor of City of Chesterfield, Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Bank of Washington (the "Bank"), with reference to Irrevocable Letter of Credit No. 741 (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all of the required work or fulfill all obligations required by the City Code, permits, approved plans or agreements.
2. The draft in the sum of \$ _____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the City of Chesterfield, Missouri to

[INSERT BANK Account # _____], Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this _____ day of _____, 20____.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Director of Planning

EXHIBIT B
TO LETTER OF CREDIT
FORM OF CERTIFICATE FOR "B" DRAWING

Bank of Washington

200 W. Main St.
Washington, MO 63090

Attention:

Re: Your Letter of Credit No. 741 in Favor of City of Chesterfield,
Missouri

To Whom It May Concern:

The undersigned, a duly authorized official of City of Chesterfield, Missouri (the "Beneficiary"), hereby certifies to Bank of Washington (the "Bank"), with reference to Irrevocable Letter of Credit No. 741 (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. Funds in the amount of the accompanying draft are now due for deposit in a special transit account for the payment per Work completion.
2. The draft in the sum of \$ _____ accompanying this Certificate is not in excess of the Maximum Available Credit under the Letter of Credit and shall result in a reduction of the Maximum Available Credit under the Letter of Credit.

Transfer the funds as stated above to the credit of the City of Chesterfield, Missouri to

[INSERT BANK Account # _____], Attention: Director of Finance.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this certificate this
____ day of _____, 20____.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Director of Planning

EXHIBIT C
TO LETTER OF CREDIT
FORM OF NOTICE OF EXPIRATION

City of Chesterfield
690 Chesterfield Parkway W
Chesterfield, Missouri 63017

Attention: Director of Planning

Re: Our Letter of Credit No. 741 in Favor of City of Chesterfield,
Missouri

Amount: _____

Expiration Date: _____

To Whom It May Concern:

Please consider this letter as the Bank's notification that the Bank does not intend to renew the above-reference letter of credit and, therefore, it will expire in full and finally on the above-mentioned date. All remaining amounts under the Letter of Credit shall be transferred to the City of Chesterfield per the terms of the Letter.

Very truly yours,

By: _____
Authorized Officer

cc: _____

EXHIBIT D
TO LETTER OF CREDIT
FORM OF REDUCTION CERTIFICATE

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Attention:

Re: LETTER OF CREDIT NUMBER: _____

IN ORIGINAL AMOUNT OF: \$ _____

To Whom It May Concern:

This certificate authorizes reduction in the amount of \$ _____ of the above letter of credit.
The remaining maximum available credit for this letter of credit is \$ _____.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Director of Planning

cc _____

EXHIBIT E
TO LETTER OF CREDIT
FORM FOR FULL REDUCTION / RELEASE OF LETTER OF CREDIT

Attention:

Re: LETTER OF CREDIT NUMBER: 741

IN ORIGINAL AMOUNT OF: \$ _____

FINAL REDUCTION

To Whom It May Concern:

The City of Chesterfield hereby authorizes the final reduction of the letter of credit established for _____. The letter of credit referenced above is hereby being surrendered.

Should you desire additional information, please contact * _____ *.

By: _____
Director of Planning

Enclosures: Letter of Credit

cc

EXHIBIT F
TO LETTER OF CREDIT
FORM FOR FULL TRANSFER OF LETTER OF CREDIT

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. 741 in favor of City of
Chesterfield, Missouri

To Whom It May Concern:

The undersigned, City of Chesterfield, Missouri ("Transferor") has transferred and assigned (and hereby confirms said transfer and assignment) all of its rights in and under the Letter of Credit to [_____] ("Transferee"). Transferor confirms that it no longer has any rights under or interest in the Letter of Credit and that you shall have no further responsibility to make payment under the Letter of Credit to Transferor.

Transferor hereby surrenders the Letter of Credit subject to the transfer to you and requests that you note the transfer of the Letter of Credit and deliver the Letter of Credit, amended or endorsed to reflect said transfer, to Transferee.

CITY OF CHESTERFIELD, MISSOURI [_____]

CITY OF CHESTERFIELD, MISSOURI

By: _____
Director of Planning

Enclosures: Letter of Credit, if applicable

cc _____

EXHIBIT G
TO LETTER OF CREDIT
SIGHT DRAFT

Attention:

Re: Your Letter of Credit ("Letter of Credit") No. 741 in favor of City of
Chesterfield, Missouri

To Whom It May Concern:

Pay on demand to _____ the sum of U.S. \$ _____. This
draft is drawn under your Irrevocable Letter of Credit No. _____.

CITY OF CHESTERFIELD, MISSOURI

By: _____

Name: _____

Title: _____

-or-

[Insert Lender's name]

By: _____

Name: _____

Title: _____

Memorandum

Department of Planning

To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning 

Date: November 15, 2021

RE: **Wildhorse Village) VOE:** A petition for the vacation of easements located on Categories A&B (Wildhorse Village) of the Downtown Chesterfield subdivision in the City of Chesterfield.

Summary

Stock & Associates Consulting Engineers Inc., on behalf of Wildhorse Village, LP, is requesting the partial vacation of 6 easements dedicated to the City of Chesterfield located on the subject property. The easements are no longer necessary for the purposes originally served and all necessary easements for the proposed Wildhorse Village are being secured through the Wildhorse Village Record Plat process.

Below is an image depicting the approximate location of the existing easements, followed by a description of each easement and the beneficiaries of said easements to be vacated.

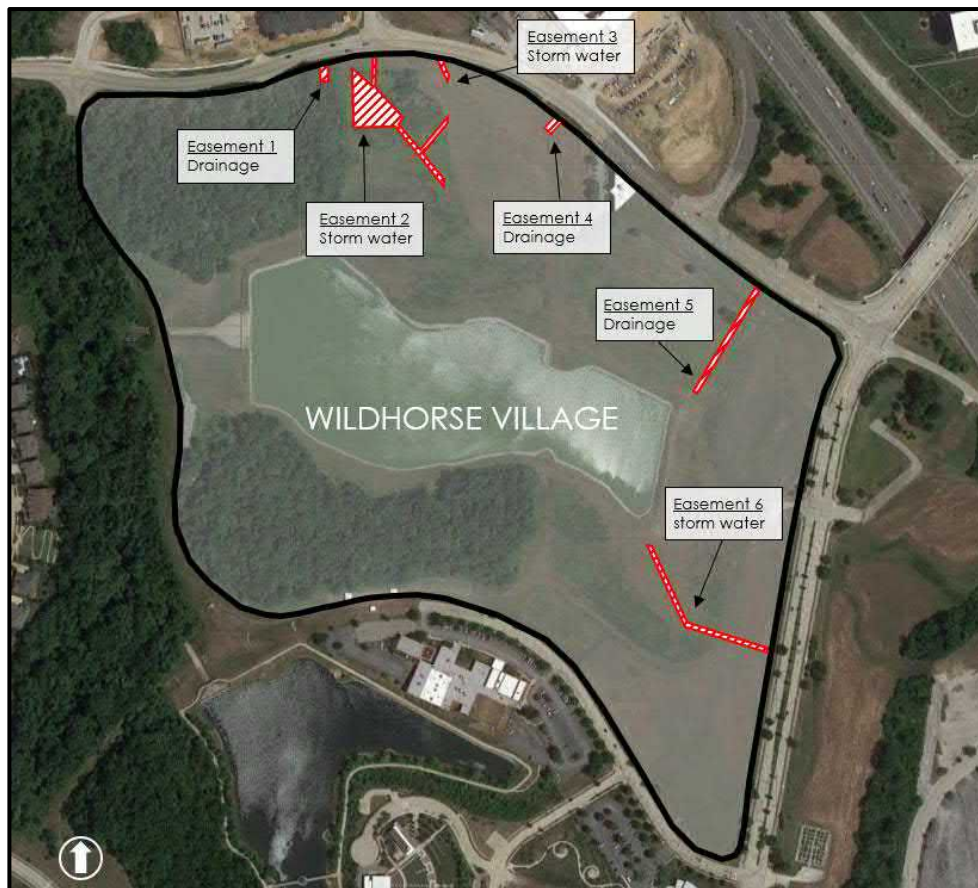


Figure 1. Approximate Location of Easements To Be Vacated



Easements 1&4

The drainage easements were both dedicated in 2006 in which the beneficiaries are the Metropolitan Sewer District and the City of Chesterfield. The purpose of the easements is for the improvement, construction, repair and maintenance of drainage structures. The easements are no longer necessary as new easements are being secured through the Wildhorse Village Record Plat.

Easements 2&3

The storm water easements were dedicated in 1988 in which the sole beneficiary was St. Louis County. The purpose of the easements is for the exclusive right to build and maintain storm water improvements. Since the City's incorporation, the City of Chesterfield is now the sole beneficiary. The easements no longer serve the purpose they were originally intended to support.

Easement 5

The storm water and utility easement was dedicated in 1976 in which the beneficiaries are the utility companies and the City of Chesterfield. The purpose of the easement is for the construction, repair, and maintenance of drainage structures. The easement is no longer necessary as new easements are being secured through the Wildhorse Village Record Plat.

Easement 6

The storm water easement was dedicated in 1976 in which the beneficiaries are the Metropolitan Sewer District and the City of Chesterfield. The easement is no longer necessary as new easements are being secured through the Wildhorse Village Record Plat.

All outside agencies that are beneficiaries to said easements have provided correspondence in conjunction to the City's release of said easements.

Attached please find a copy of Exhibits A and B which shows and describes the easements to be vacated.

BILL NO. 3373

ORDINANCE NO. _____

AN ORDINANCE PARTIALLY VACATING 6 STORM WATER AND DRAINAGE EASEMENTS AS RECORDED IN PLAT BOOK 166, PAGE 84, DEED BOOK 8484, PAGE 860 AND PLAT BOOK 354, PAGE 865 OF THE ST. LOUIS COUNTY RECORDS, LOCATED IN TRACTS OF LAND LOCATED IN U.S. SURVEYS 123, 415 AND 2031 TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 15TH PRINCIPLE MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI.

WHEREAS, a petition has been filed by Stock and Associates Consulting Engineers, Inc., requesting the City to partially vacate 6 easements on said tract of land; and,

WHEREAS, Wildhorse Village L.P. owns the property on which the easements are located and has requested to vacate the easements; and,

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

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

Section 1. The City Council of the City of Chesterfield hereby approves the easement vacations located in tracts of land located in U.S. surveys 123, 415, and 2031 Township 45 North, Range 4 East of the 15th Principle Meridian in Chesterfield as depicted in "Exhibit A" and described in "Exhibit B", which are attached hereto and made part of hereof; and

Section 2. The Mayor and City Clerk are authorized and directed to evidence the approval of the vacation of these easements by affixing their signatures and the Official Seal of the City of Chesterfield to a Certificate of Approval as required on said documents. The petitioner is required and directed to record these easement vacations with the Saint Louis County Recorder of Deeds Office; and

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

Passed and approved this _____ day of _____, 2021.

PRESIDING OFFICER

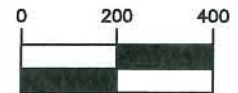
Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

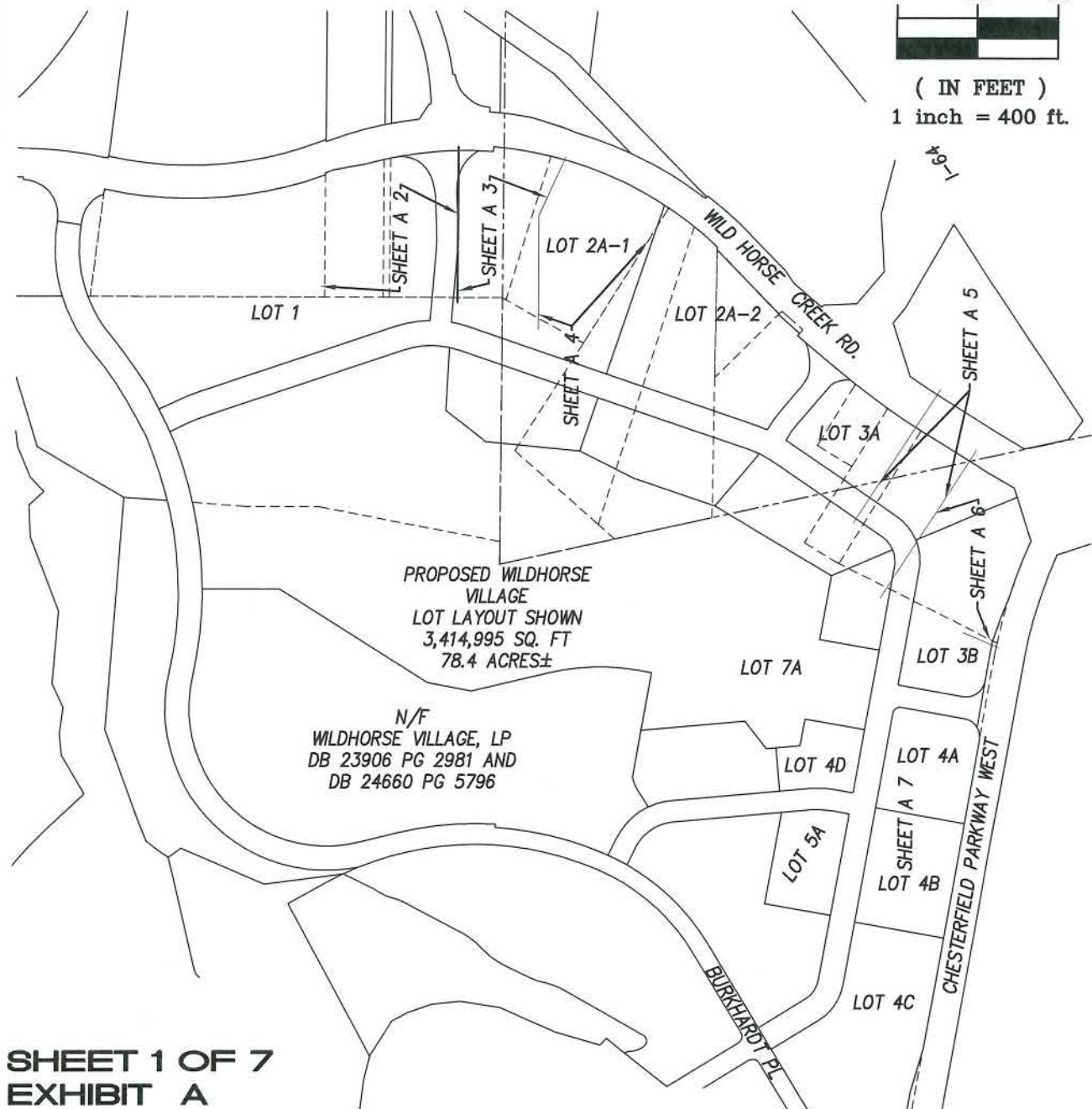
FIRST READING HELD: 11/15/2021

GRAPHIC SCALE



(IN FEET)

1 inch = 400 ft.



**SHEET 1 OF 7
EXHIBIT A**

EASEMENT VACATION EXHIBIT

TRACTS OF LAND LOCATED IN U.S. SURVEYS 123, 415, AND 2031, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD ST. LOUIS COUNTY, MISSOURI

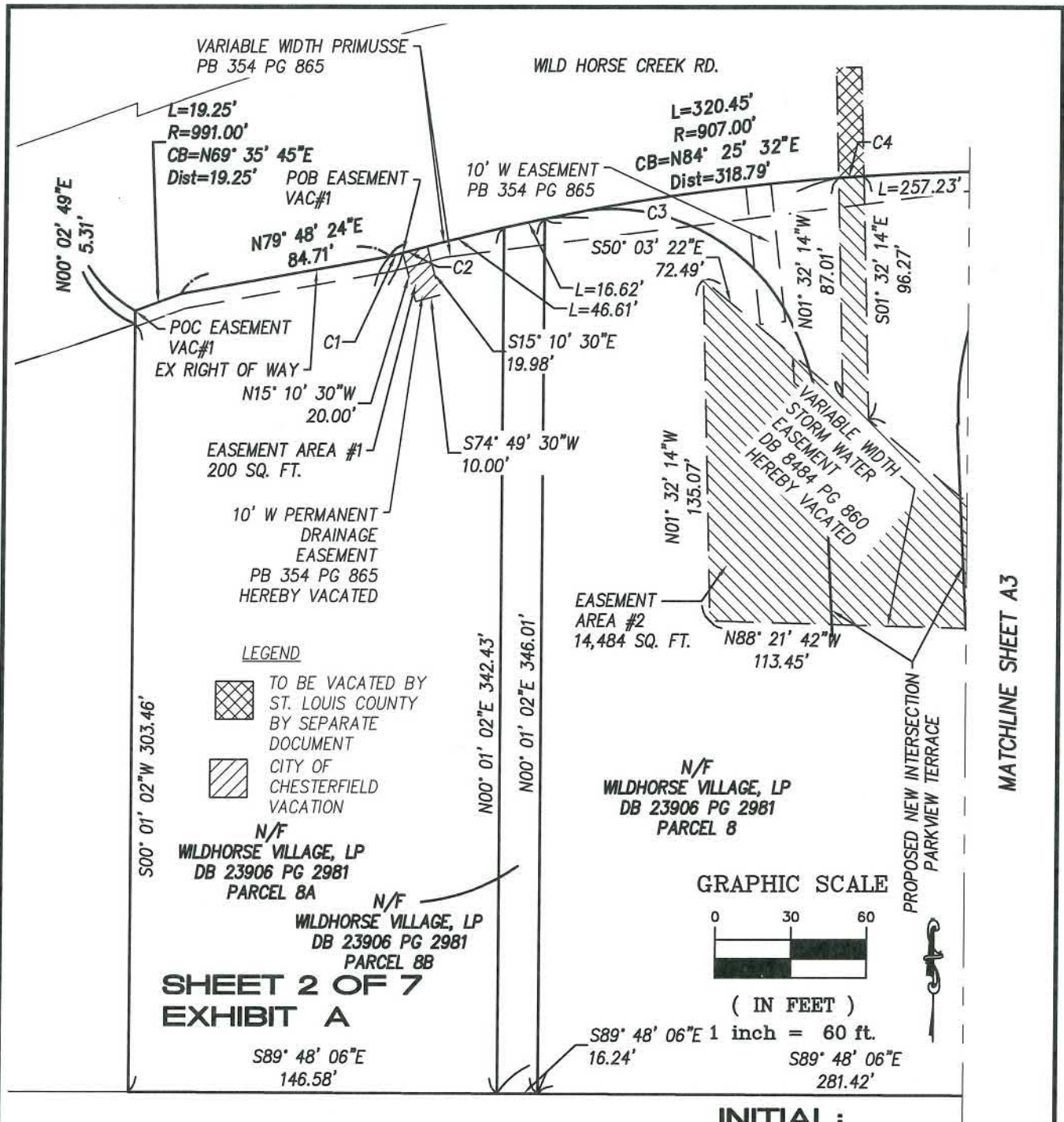
Stock & Associates
Consulting Engineers, Inc.
257 Chesterfield Business Parkway
Chesterfield, MO. 63005
(636) 530-9100

NORBERT WILDHABER JR.
MO. P.L.S. # 2008-016667



DATE 5-6-2021

6670 OVERALL BASE CITY.DWG

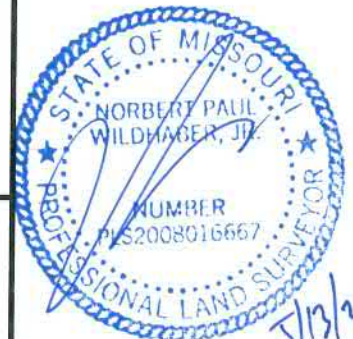


EASEMENT VACATION EXHIBIT

TRACTS OF LAND LOCATED IN U.S. SURVEYS 123, 415, AND 2031, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD ST. LOUIS COUNTY, MISSOURI

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

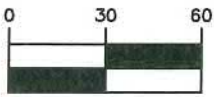
NORBERT WILDHABER JR
MO. P.L.S. # 2008-016667



DATE 5-6-2021

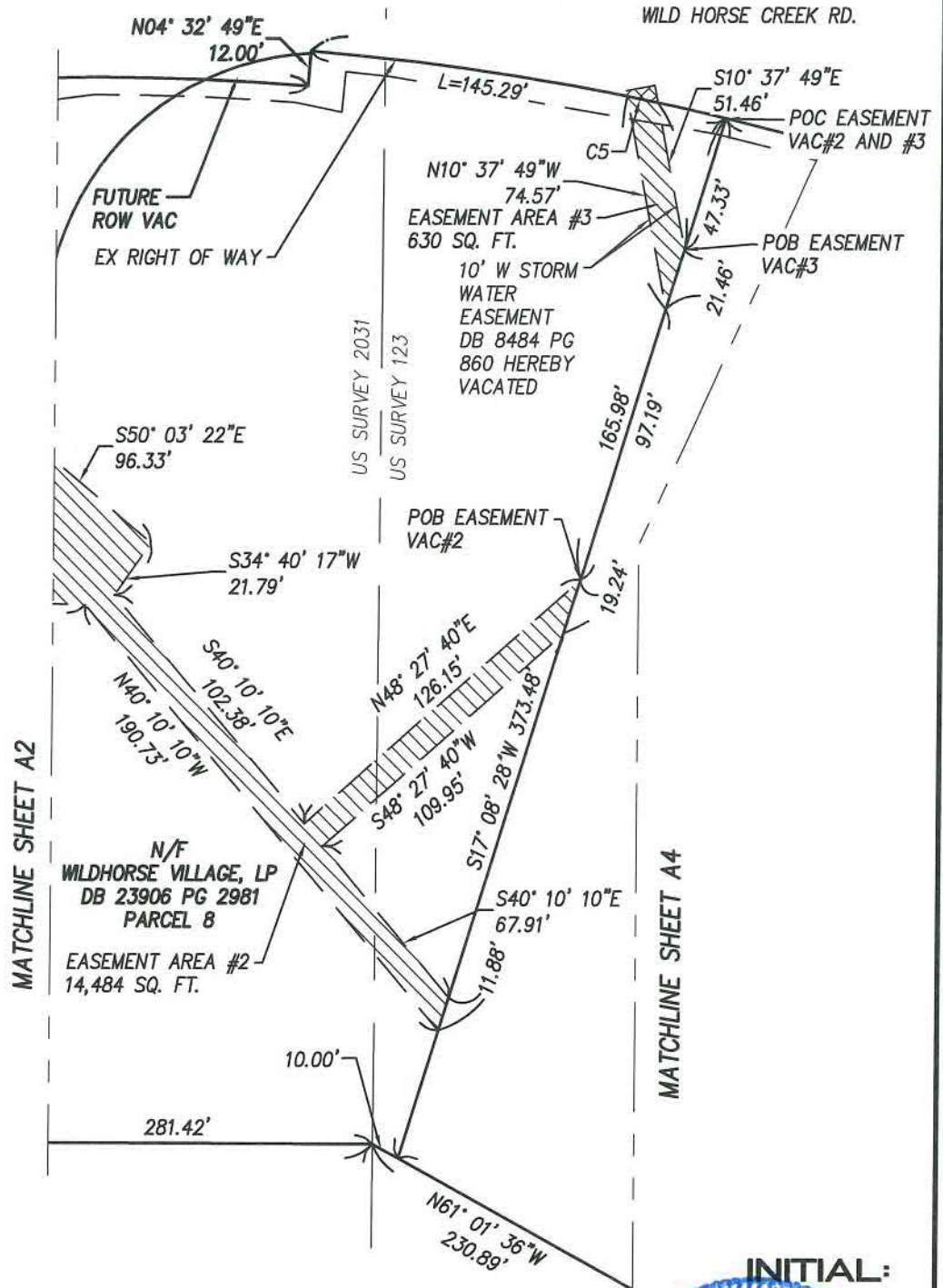
6670 EXHIBIT A CITY.DWG

GRAPHIC SCALE



(IN FEET)

1 inch = 60 ft.



SHEET 3 OF 7
EXHIBIT A

EASEMENT VACATION EXHIBIT

TRACTS OF LAND LOCATED IN U.S. SURVEYS 123, 415, AND 2031, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD ST. LOUIS COUNTY, MISSOURI

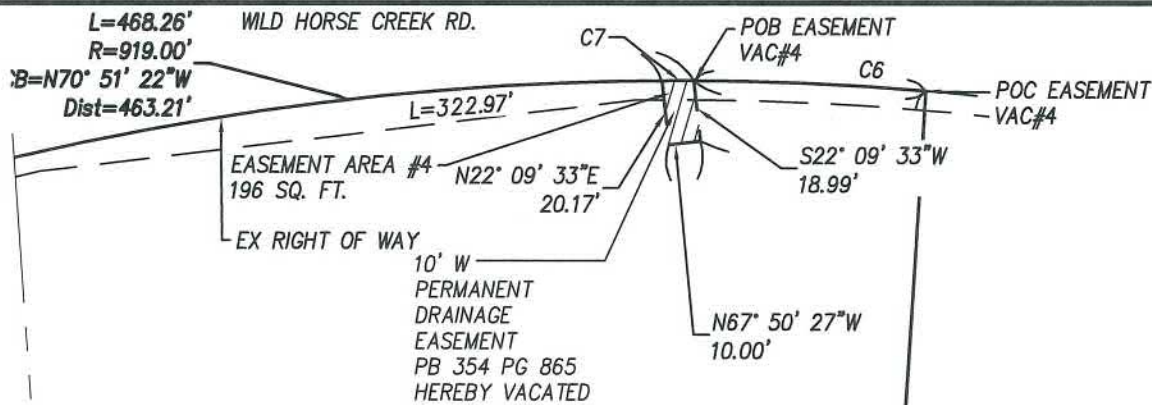
Stock & Associates
Consulting Engineers, Inc.
257 Chesterfield Business Parkway
Chesterfield, MO. 63005
(636) 530-9100

NORBERT WILDHABER JR
MO. P.L.S. # 2008-016667



DATE 5-6-2021

6670 EXHIBIT A CITY.DWG

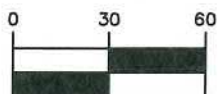


Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	5.26	907.00	N74° 28' 12"E	5.26
C2	10.00	907.00	N74° 57' 07"E	10.00
C3	117.96	907.00	S82° 01' 25"W	117.88
C4	10.01	907.00	N86° 03' 57"E	10.01
C5	10.82	919.00	S78° 13' 53"E	10.82
C6	72.74	919.00	N58° 31' 36"W	72.72
C7	10.07	919.00	S61° 06' 29"E	10.07
C8	15.00	1959.86	S57° 57' 00"E	15.00

N/F
 WILDHORSE VILLAGE, LP
 DB 23906 PG 2981
 PARCEL 5

N/F
 WILDHORSE VILLAGE, LP
 DB 23906 PG 2981
 PARCEL 7

GRAPHIC SCALE



(IN FEET)

1 inch = 60 ft.

INITIAL:

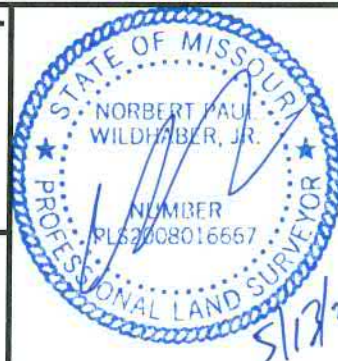
SHEET 4 OF 7
 EXHIBIT A

EASEMENT VACATION EXHIBIT

TRACTS OF LAND LOCATED IN U.S. SURVEYS 123, 415, AND
 2031, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH
 PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD
 ST. LOUIS COUNTY, MISSOURI

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

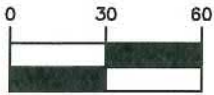
NORBERT WILDHABER JR
 MO. P.L.S. # 2008-016667



DATE 5-6-2021

6670 EXHIBIT A CITY.DWG

GRAPHIC SCALE



(IN FEET)

1 inch = 60 ft.



POB EASEMENT
VAC#5

EX RIGHT OF WAY

S58° 25' 45"E
164.17'

L=25.50'
R=1959.86'
CB=S58° 06' 13"E
Dist=25.50'

EASEMENT AREA #5
5,775 SQ. FT.

US SURVEY 123
US SURVEY 415

N/F
WILDHORSE VILLAGE, LP
DB 23906 PG 2981
PARCEL 2

N31° 34' 06"E 385.78'

15' W UTILITY AND
STORM WATER
DRAINAGE
EASEMENT
PB 166 PG 84
HEREBY VACATED

N63° 45' 32"W
15.07'

MATCHLINE SHEET A6

WILD HORSE CREEK RD.
ST. LOUIS COUNTY
DB 7167 PG 424

SHEET 5 OF 7
EXHIBIT A

INITIAL:

EASEMENT VACATION EXHIBIT

TRACTS OF LAND LOCATED IN U.S. SURVEYS 123, 415, AND
2031, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH
PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD
ST. LOUIS COUNTY, MISSOURI

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

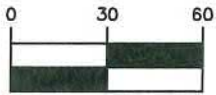
NORBERT WILDHABER JR
MO. P.L.S. # 2008-016667



DATE 5-6-2021

6670 EXHIBIT A CITY.DWG

GRAPHIC SCALE



(IN FEET)

1 inch = 60 ft.



MATCHLINE SHEET A5

WILD HORSE CREEK RD.

L=84.52'
R=1959.86'
CB=S59° 40' 44"E
Dist=84.52'

S17° 50' 47"E
135.74'

L=266.99'
R=1186.50'
CB=S17° 54' 07"W
Dist=266.43'

CHESTERFIELD PARKWAY
WEST (73' W) PUBLIC

N/F
WILDHORSE VILLAGE, LP
DB 23906 PG 2981
PARCEL 2

INITIAL:

SHEET 6 OF 7
EXHIBIT A

S63° 39' 32"E
442.04'

MATCHLINE SHEET A7

EASEMENT VACATION EXHIBIT

TRACTS OF LAND LOCATED IN U.S. SURVEYS 123, 415, AND
2031, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH
PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD
ST. LOUIS COUNTY, MISSOURI

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

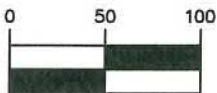
NORBERT WILDHABER JR
MO. P.L.S. # 2008-016667



DATE 5-6-2021

6670 EXHIBIT A CITY.DWG

GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.

MATCHLINE SHEET A6

$R=1186.50'$
 $L=29.69'$
 $CB=S10^{\circ} 44' 19''W$
 $Dist=29.69'$

POC EASEMENT
 VAC#6

EX RIGHT OF WAY

N/F
 WILDHORSE VILLAGE, LP
 DB 23906 PG 2981
 PARCEL 1

EASEMENT AREA #6
 6,186 SQ. FT.

APPROX LOCATION OF
 10' W STORM EASEMENT
 PB 166 PG 84 AND
 EASEMENT M-1
 DB 6768 PG 790
 HEREBY VACATED

POB EASEMENT
 VAC#6

581.00'
 $12^{\circ} 12' 12''W$ 1252.43'
 CHESTERFIELD PARKWAY
 WEST (73' W)

$N65^{\circ} 11' 27''E$
 10.00'

$N24^{\circ} 48' 33''W$
 327.57'

$S24^{\circ} 48' 33''E$
 322.35'

$S79^{\circ} 56' 46''E$
 291.00'

$N79^{\circ} 56' 46''W$
 296.22'

INITIAL:

SHEET 7 OF 7
 EXHIBIT A

EASEMENT VACATION EXHIBIT

TRACTS OF LAND LOCATED IN U.S. SURVEYS 123, 415, AND
 2031, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH
 PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD
 ST. LOUIS COUNTY, MISSOURI

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

NORBERT WILDHABER JR
 MO. P.L.S. # 2008-016667



DATE 5-6-2021

6670 EXHIBIT A CITY.DWG

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

TO THE CITY COUNCIL OF THE CITY OF CHESTERFIELD

STATE OF MISSOURI

PETITION OF VACATION OF EASEMENTS

UNDER SECTION 02-11 OF THE UNIFIED DEVELOPMENT CODE

Petitioner, Wildhorse Village L.P., states to the City Council of the City of Chesterfield, State of Missouri that:

- 1. They are the owners of fee simple of the following described parcel of real estate situated in the City of Chesterfield, County of St. Louis, State of Missouri, containing approximately 3,414,995 square foot of ground as shown on an attached plat, marked as Exhibit “A” and incorporated herein by reference and more particularly described as:
- 2. Petitioner desires to have several portions of easements situated in the City of Chesterfield, Missouri, vacated. The portions of the easements, to be vacated, are shown on an attached plat, marked as Exhibit “A,” incorporated herein by reference. The easements to be vacated are shown hatched on Exhibit “A.”
- 3. The easements shown on the attached plat, marked on Exhibit “A” and also described as follows:

Easement Vacation #1 Description (Plat Book 354 Page 865)

An easement by instrument recorded in Plat Book 354 Page 865, of the St. Louis County records, located in part of U.S. Survey 2031, Township 45 North, Range 4 East, City of Chesterfield, St. Louis County, Missouri, and being more particularly described as follows:

Commencing at intersection of the south right of way line of Wild Horse Creek Road, variable width, as recorded in Plat Book 354 Page 865, and the west line of Parcel 8A as conveyed to Wildhorse Village L.P. by Deed Book 23906 Page 2981, of above said records, being on a curve to the left having a radius of 991.00 feet; thence the following courses and distances along the south right of way line of said Wild Horse Creek Road: alongwith said curve an arc length of 19.25 feet, and a chord which bears North 69 degrees 35 minutes 45 seconds East 19.25, feet; North 79 degrees 48 minutes 24 seconds East, 84.71 feet, to a curve to the right having a radius of 907.00 feet; and along said curve an arc distance of 5.26 feet, and a chord which bears North 74 degrees 28 minutes 12 seconds East, 5.26 feet, to the Point of Beginning; thence continuing along said right of way line, with said curve an arc distance of 10.00 feet, and a chord which bears North 74 degrees 57 minutes 07 seconds East, 10.00 feet; thence the following courses and distances along the east, south, and west line of the above said easement: South 15 degrees 10 minutes 30 seconds East 19.98 feet; South 74 degrees 49 minutes 30 seconds West, 10.00 feet; and North 15 degrees 10 minutes 30 seconds West, 20.00 feet to the POINT OF BEGINNING Containing 200 square feet more or less, according to calculations performed by Stock & Associates Consulting Engineers, Inc. on April 20th 2021.

Easement Vacation #2 Description (Deed Book 8484 Page 860)

An easement by instrument recorded in Deed Book 8484 Page 860, of the St. Louis County records, located in part of U.S. Survey 123, Township 45 North, Range 4 East, City of Chesterfield, St. Louis County, Missouri, and being more particularly described as follows:

Commencing at intersection of the south right of way line of Wild Horse Creek Road, variable width, as recorded in Plat Book 354 Page 865, and the east line of Parcel 8 as conveyed to Wildhorse Village L.P. by Deed Book 23906 Page 2981 of above said records, thence South 17 degrees 08 minutes 28 seconds West along the east line of said Wildhorse Village L.P. tract, 165.98 feet to the Point of Beginning; thence continuing along said east line, South 17 degrees 08 minutes 28 seconds West, 19.24 feet; thence leaving said east line, South 48 degrees 27 minutes 40 seconds West, 109.95 feet and South 40 degrees 10 minutes 10 seconds East, 67.91 feet along the east lines of said easement, to the east line of above said Wildhorse Village L.P. tract; thence South 17 degrees 08 minutes 28 seconds West, along said east line, 11.88 feet; thence leaving said east line and along the south, west and north lines of said easement the following courses and distance: North 40 degrees 10 minutes 10 seconds West, 190.73 feet; North 88 degrees 21 minutes 42 seconds West, 113.45 feet; North 01 degrees 32 minutes 14 seconds West, 135.07 feet; South 50 degrees 03 minutes 22 seconds East, 72.49 feet and North 01 degrees 32 minutes 14 seconds West, 87.01 feet, to the above said south right of way line, being on a curve to the right having a radius of 907.00 feet; thence along said south right of way line, with said curve an arc distance of 10.01 feet, and a chord which bears North 86 degrees 03 minutes 57 seconds East, 10.01 feet; thence leaving said right of way line, and along the east, and north lines of said easement the following courses and distance: South 01 degrees 32 minutes 14 seconds East, 96.27 feet; South 50 degrees 03 minutes 22 seconds East, 96.33 feet; South 34 degrees 40 minutes 17 seconds, West, 21.79 feet; South 40 degrees 10 minutes 10 seconds East, 102.38 feet; and North 48 degrees 27 minutes 40 seconds East, 126.15 feet to the POINT OF BEGINNING. Containing 14,484 square feet more or less, according to calculations performed by Stock & Associates Consulting Engineers, Inc. on April 20th 2021.

Easement Vacation #3 Description (Deed Book 8484 Page 860)

An easement by instrument recorded in Deed Book 8484 Page 860, of the St. Louis County records, located in part of U.S. Survey 123, Township 45 North, Range 4 East, City of Chesterfield, St. Louis County, Missouri, and being more particularly described as follows:

Commencing at intersection of the south right of way line of Wild Horse Creek Road, variable width, as recorded in Plat Book 354 Page 865, and the east line of Parcel 8 as conveyed to Wildhorse Village L.P. by Deed Book 23906 Page 2981 of above said records, thence South 17 degrees 08 minutes 28 seconds West along the east line of said Parcel 8, 47.33 feet to the Point of Beginning; thence continuing along said east line, South 17 degrees 08 minutes 28 seconds West, 21.46 feet; thence leaving said east line, North 10 degrees 37 minutes 49 seconds West, along the west line of above said easement, 74.57 feet to the above said south right of way line, being on a curve to the right having a radius of 919.00 feet; thence along said south right of way line, with said curve an arc distance of 10.82 feet, and a chord which bears South 78 degrees 13 minutes 53 seconds East, 10.82 feet; thence leaving said right of way line, South 10 degrees 37 minutes 49 seconds East, along the east line of said easement, 51.46 feet to the POINT OF BEGINNING. Containing 630 square feet more or less, according to calculations performed by Stock & Associates Consulting Engineers, Inc. on April 20th 2021.

Easement Vacation #4 Description (Plat Book 354 Page 865)

An easement by instrument recorded in Plat Book 354 Page 865, of the St. Louis County records, located in part of U.S. Survey 123, Township 45 North, Range 4 East, City of Chesterfield, St. Louis County, Missouri, and being more particularly described as follows:

Commencing at intersection of the south right of way line of Wild Horse Creek Road, variable width, as recorded in Plat Book 354 Page 865, and the east line of Parcel 7 as conveyed to Wildhorse Village L.P. by Deed Book 23906 Page 2981 of above said records, being on a curve to the left having a radius of 919.00 feet; thence along said right of way line, with said curve, an arc distance of 72.74 feet, and a chord which bears North 58 degrees 31 minutes 36 seconds West, 72.72 feet, to the Point of Beginning; thence along the east, south, and west line of above said easement: South 22 degrees 09 minutes 33 seconds West, 18.99 feet; North 67 degrees 50 minutes

27 seconds West, 10.00 feet; and North 22 degrees 09 minutes 33 seconds East, 20.17 feet to the above said right of way line, being on a curve to the right having a radius of 919.00 feet; thence along said right of way line, with said curve an arc distance of 10.07 feet, and a chord which bears South 61 degrees 06 minutes 29 seconds East, 10.07 feet to the POINT OF BEGINNING. Containing 196 square feet more or less, according to calculations performed by Stock & Associates Consulting Engineers, Inc. on April 20th 2021.

Easement Vacation #5 Description (Plat Book 166 Page 84)

An easement by instrument recorded in Plat Book 166 Page 84, of the St. Louis County records, located in part of U.S. Surveys 123, and 415, Township 45 North, Range 4 East, City of Chesterfield, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the west corner of a tract of land conveyed to St. Louis County by Deed Book 7167 Page 424, of above said records, being on the south right of way line of Wild Horse Creek Road, variable width, on a curve to the left having a radius of 1959.86 feet; thence along said right of way line, with said curve an arc distance of 15.00 feet and a chord which bears South 57 degrees 57 minutes 00 seconds East, 15.00 feet; thence leaving said right of way line and along the east, line of said easement South 31 degrees 34 minutes 06 seconds West, 384.26 feet to the south line of parcel 7 as conveyed to Wildhorse Village L.P. by Deed Book 23906 Page 2981 of above said records; thence North 63 degrees 45 minutes 32 minutes West, 15.07 feet; and North 31 degrees 34 minutes 06 seconds East, 385.78 feet, along the south and west lines of said Parcel 7 to the POINT OF BEGINNING. Containing 5775 square feet more or less, according to calculations performed by Stock & Associates Consulting Engineers, Inc. on April 20th 2021.

Easement Vacation #6 Description (Plat Book 166 Page 84 and Easement M-1 of Deed Book 6768 Page 790)

An easement by instruments recorded in Plat Book 166 Page 84, and Deed Book 6768 Page 790 of the St. Louis County records, located in part of U.S. Survey 415, Township 45 North, Range 4 East, City of Chesterfield, St. Louis County, Missouri, and being more particularly described as follows:

Commencing at the northeast corner of Parcel 1, as conveyed to Wildhorse Village L.P. by Deed Book 23906 Page 2981 of above said records, being on the west right of way line of Chesterfield Parkway West, 73.00 feet wide, on a curve to the left having a radius of 1186.50 feet; thence along said curve an arc distance of 29.69 feet, and a chord which bears South 10 degrees 44 minutes 19 seconds West, 29.69 feet; and South 10 degrees 03 minutes 12 seconds East, 581.00 feet, along said right of way line, to the Point of Beginning: thence continuing along said right of way line South 10 degrees 03 minutes 12 seconds West, 10.00 feet; thence leaving said right of way line, the following courses and distance along the south, west, and north line of said easements: North 79 degrees 56 minutes 46 seconds West, 296.22 feet; North 24 degrees 48 minutes 33 seconds West, 327.57 feet; North 65 degrees 11 minutes 27 seconds East, 10.00 feet; South 24 degrees 48 minutes 33 seconds East, 322.35 feet; and South 79 degrees 56 minutes 46 seconds East, 291.00 feet to the POINT OF BEGINNING. Containing 6186 square feet more or less, according to calculations performed by Stock & Associates Consulting Engineers, Inc. on April 20th 2021.

Stock and Associates Consulting Engineers, Inc.
LC 222D

By 
Norbert Wildhaber Jr. PLS# 2008-016667



4. Petitioners are the owners in fee simple of all of the property which is bordering on the portion of the easement which the petitioner desires to vacate, and that, if the City Council of the City of Chesterfield vacates the portion of that easement, then the vacated portion shall vest in the petitioner.
5. The portion of easement which Petitioners desire to vacate is adjoined or abutted by the property which is owned by the petitioners in fee simple, and none of the adjoining property to the portion of the easement which will be vacated is owned by anyone other than the Petitioners.
6. The portions of the easements that are to be vacated are not being used by anyone due to the fact that there are other easements available. Further, additional easements will be granted which will adequately serve such property.
7. The vacation herein petitioned for is in the interest of the public necessity, convenience and general welfare, and will not interfere with the best interest of the public use.

WHEREOF, Petitioner prays that the City Council of the City of Chesterfield, Missouri, vacate the portion of the easement as set forth in detail in this petition and Petitioners further pray that the portion of the easement to be vacated as herein described shall revert to the Petitioners who are the owner in fee simple of the adjoining and abutting property and ordain such further orders as may be property to accomplish vacation prayed.

Wildhorse Village L.P.

By: Mr. Jeff Tegethoff

Print Title _____

Petitioner's Address:
7800 Forsyth Blvd
St. Louis, Missouri 63105

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

On this _____ day of _____ in the year 20__ before me, _____ a Notary Public in and for said state, personally appeared Mr. Jeff Tegethoff, the _____, of Wildhorse Village L.P., known to me to be the person who executed the foregoing instrument in behalf of said Limited Partnership and acknowledged said instrument to be the free act and deed of said Limited Partnership.

In testimony whereof, I have hereunto set my hand and affixed my official notary seal on this day and year first above written.

Notary Public_____

Printed Name _____

My commission expires:_____