



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
VIRTUAL MEETING VIA ZOOM
MONDAY, OCTOBER 5, 2020
5:45PM**

Due to the recommendations of the President, the Governor, and the CDC, we will be conducting the meeting virtually. We invite you to join the virtual meeting <https://zoom.us/j/92238323663> or call (312) 626-6799 and enter Webinar ID: 922 3832 3663

I. Appointment

A. Drew Schaffer – Chesterfield Blue Valley Community Improvement (Voice Vote)

II. Planning and Public Works Committee – Chairperson Dan Hurt, Ward III

A. Bill No. 3315 - Section 405.02.040.E. (Time Extensions)

An ordinance amending Section 405.02.040 “Procedure for Establishing Planned Districts and Special Procedures” of the City of Chesterfield Municipal Code by deleting Subsection E. “Failure to Commence Construction” and addressing enforcement of similar clauses within Planned District Ordinances. **(Second Reading) Planning & Public Works Committee recommends approval.**

B. Downtown Chesterfield (Category A and B) SDCP-Infrastructure Only A Site Development Concept Plan for infrastructure only on a 78.4 acre tract of land located south of Wild Horse Creek Road, west of Chesterfield Parkway West, and north and east of Burkhardt Place. **(Voice Vote) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**

C. Next Meeting – October 8, 2020 (5:30pm)

III. Finance and Administration Committee – Chairperson Barb McGuinness, Ward I

A. 2021 Proposed Meeting Schedule (Voice Vote)

B. Recommendation for Franchise Audit (Roll Call Vote)

C. Municipal League of Metro St. Louis – Dues (Roll Call Vote)

D. Contract Renewal – Gamble Schlemeier (Roll Call Vote)

E. Special Counsel Agreement – Armstrong Teasdale (Roll Call Vote)

F. Next Meeting (Budget Workshop #1) – October 6, 2020 (5:30pm)

IV. Parks, Recreation and Arts Committee – Chairperson Michelle Ohley, Ward IV

V. Public Health and Safety Committee – Chairperson Ben Keathley, Ward II

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

A. Envision Chesterfield

VII. Other Legislation

VIII. Unfinished Business – Mayor Bob Nation

IX. New Business – Mayor Bob Nation

X. 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.



**AGENDA
CITY COUNCIL MEETING
VIRTUAL MEETING VIA ZOOM
MONDAY, OCTOBER 5, 2020
7:00PM**

Due to the recommendations of the President, the Governor, and the CDC, we will be conducting the meeting virtually. We invite you to join the virtual meeting at <https://zoom.us/j/94118804952> or call (312) 626-6799 and enter Webinar ID: 941 1880 4952

- 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** – September 21, 2020
- VI. INTRODUCTORY REMARKS** – Mayor Bob Nation
 - A. Tuesday, October 6, 2020** – F&A Committee of the Whole - Budget Workshop #1 (5:30pm)
 - B. Thursday, October 8, 2020** – Planning & Public Works (5:30pm)
 - C. Monday, October 12, 2020** – Planning Commission (7pm)
 - D. Monday, October 19, 2020** – City Council (7pm)
- VII. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation

VIII. APPOINTMENTS – Mayor Bob Nation

A. Drew Schaffer – Chesterfield Blue Valley Community Improvement District
(Voice Vote)

IX. COUNCIL COMMITTEE REPORTS

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

1. Bill No. 3315 - Section 405.02.040.E. (Time Extensions)

An ordinance amending Section 405.02.040 “Procedure for Establishing Planned Districts and Special Procedures” of the City of Chesterfield Municipal Code by deleting Subsection E. “Failure to Commence Construction” and addressing enforcement of similar clauses within Planned District Ordinances. **(Second Reading) Planning & Public Works Committee recommends approval.**

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A Site Development Concept Plan for infrastructure only on a 78.4 acre tract of land located south of Wild Horse Creek Road, west of Chesterfield Parkway West, and north and east of Burkhardt Place. **(Voice Vote) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**

3. Next Meeting – October 8, 2020 (5:30pm)

A. Finance and Administration Committee – Chairperson Barb McGuinness, Ward I

1. 2021 Proposed Meeting Schedule (Voice Vote)

2. Recommendation for Franchise Audit (Roll Call Vote)

3. Municipal League of Metro St. Louis – Dues (Roll Call Vote)

4. Contract Renewal – Gamble Schlemeier (Roll Call Vote)

5. Special Counsel Agreement – Armstrong Teasdale (Roll Call Vote)

6. Next Meeting (Budget Workshop #1) – October 6, 2020 (5:30pm)

B. Parks, Recreation and Arts Committee – Chairperson Michelle Ohley, Ward IV

C. Public Health and Safety Committee – Chairperson Ben Keathley, Ward II

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

A. Envision Chesterfield

XI. OTHER LEGISLATION

XII. UNFINISHED BUSINESS – Mayor Bob Nation

XIII. NEW BUSINESS – Mayor Bob Nation

XIV. ADJOURNMENT

Public comment will be available to users logging in online. Public comment will also be available to users calling in to the meeting; however, you must call (636) 537-6716 no later than 5:00 p.m. on the day of the meeting to inform the City Clerk of the telephone number you will be calling in from.

Members of the public may also submit comments for this meeting by calling (636) 537-6716 and leaving a message or by emailing vmcgownd@chesterfield.mo.us no later than 5:00 p.m. on the day of the meeting. Comments left over voicemail and emailed in will be read at the meeting.



RECORD OF PROCEEDING

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

SEPTEMBER 21, 2020

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 Ben Keathley
Councilmember Mary Ann Mastorakos
Councilmember Dan Hurt
Councilmember Michael Moore
Councilmember Tom DeCampi
Councilmember Michelle Ohley

APPROVAL OF MINUTES

The minutes of the September 9, 2020 City Council meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Ohley, to approve the September 9, 2020 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

INTRODUCTORY REMARKS

Mayor Nation announced that the Fourth Annual Subdivision Trustee Symposium is scheduled for Wednesday, September 23, at 6 p.m.

Mayor Nation announced that the next meeting of City Council is scheduled for Monday, October 5, at 7 p.m.

COMMUNICATIONS AND PETITIONS

Mr. Daniel Bogaski, representing ZH Asset Management, stated that he was available to answer questions pertaining to Bill No. 3317 (Wildhorse Acres – Record Plat).

APPOINTMENTS

Mayor Nation nominated Mr. Nathan Roach for appointment to the Planning Commission. Councilmember McGuinness made a motion, seconded by Councilmember Moore, to appoint Mr. Nathan Roach to the Planning Commission for an initial term that would expire June 3, 2024. A roll call vote was taken with the following results: Ayes – Mastorakos, Keathley, Moore, DeCampi, McGuinness, Ohley, Monachella and Hurt. Nays – None. Whereupon Mayor Nation declared the motion passed.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning/Public Works Committee

Bill No. 3315 Amends Section 405.02.040 “Procedure for Establishing Planned Districts and Special Procedures” of the City of Chesterfield Municipal Code by deleting Subsection E. “Failure to Commence Construction” and addressing enforcement of similar clauses within Planned District Ordinances **(First Reading) Planning & Public Works Committee recommends approval**

Councilmember Dan Hurt, Chairperson of the Planning/Public Works Committee, made a motion, seconded by Councilmember Monachella, for the first reading of Bill No. 3315. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3315 was read for the first time.

Councilmember Hurt announced that the next meeting of this Committee is scheduled for Thursday, September 24, at 5:00 p.m.

Finance and Administration Committee

Councilmember Barbara McGuinness, Chairperson of the Finance and Administration Committee, indicated that she had no report this evening, and announced that the next

meeting of this Committee is scheduled for Tuesday, September 22, at 4:00 p.m., as a Committee of the Whole.

Parks, Recreation & Arts Committee

Councilmember Michelle Ohley, Chairperson of the Parks, Recreation & Arts Committee, congratulated Director of Parks, Recreation and Arts Thomas McCarthy for the sign placement at Logan Park and Councilmembers Hurt and Moore for their work in acquiring the park in ward three.

Public Health & Safety Committee

Councilmember Ben Keathley, Chairperson of the Public Health & Safety Committee, indicated that he had no report this evening.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel indicated that he had no report this evening.

OTHER LEGISLATION

Bill No. 3316	Requests that St. Louis County distribute \$47 million of CARES Act funds on a per capita basis to the municipalities within the County to be used for eligible expenses, authorizing the Mayor of the City of Chesterfield, Missouri, to accept CARES Act funding and execute a municipality relief program funding agreement, and confirming agreement to indemnify and hold harmless St. Louis County from such distribution (First & Second Readings)
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Councilmember Ohley made a motion, seconded by Councilmember Moore, for the first reading of Bill No. 3316. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3316 was read for the first time.

Councilmember McGuinness made a motion, seconded by Councilmember Moore, to amend the original motion by replacing the phrase “municipal public safety” with “COVID-19 related” in paragraph #1, at the request of St. Louis County; and to also amend the title, replacing “Mayor” with “City Administrator” to reflect authorization to receive the funds when distributed. A voice vote was taken with a unanimous affirmative result and the motion to amend was declared passed.

Councilmember McGuinness made a motion, seconded by Councilmember Ohley, for the second reading of Bill No. 3316 as amended. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3316 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3316 with the following results: Ayes – Hurt, Ohley, DeCampi, Keathley, McGuinness,

Monachella, Moore and Mastorakos. Nays – None. Whereupon Mayor Nation declared Bill No. 3316 approved as amended, passed it and it became **ORDINANCE NO. 3118.**

Bill No. 3317 Provides for the approval of a Record Plat and Escrow Agreements for Wildhorse Acres, a 2.52 acre tract of land zoned “E-1AC” Estate District located north of Wild Horse Creek Road east of Harvester Road **(First & Second Readings) Planning Commission recommends approval**

Councilmember Mastorakos made a motion, seconded by Councilmember Monachella, for the first reading of Bill No. 3317. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3317 was read for the first time.

Councilmember Moore made a motion, seconded by Councilmember Ohley, for the second reading of Bill No. 3317. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3317 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3317 with the following results: Ayes – Monachella, DeCampi, Keathley, Mastorakos, Moore, Hurt, Ohley and McGuinness. Nays – None. Whereupon Mayor Nation declared Bill No. 3317 approved, passed it and it became **ORDINANCE NO. 3119.**

Bill No. 3318 Authorizes the City of Chesterfield, Missouri to enter into a lease purchase transaction, the proceeds of which will be used to pay the costs of acquiring and improving land and refunding the outstanding certificates of participation (City of Chesterfield, Missouri, Lessee), Series 2014; and authorizing the execution of certain documents and actions in connection therewith **(First & Second Readings)**

Councilmember Hurt made a motion, seconded by Councilmember Moore, for the first reading of Bill No. 3318. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3318 was read for the first time.

Councilmember Hurt made a motion, seconded by Councilmember Moore, for the second reading of Bill No. 3318. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3318 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3318 with the following results: Ayes – Ohley, Moore, Mastorakos, Monachella, Hurt, McGuinness, DeCampi and Keathley. Nays – None. Whereupon Mayor Nation declared Bill No. 3318 approved, passed it and it became **ORDINANCE NO. 3120.**

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

City Administrator Mike Geisel responded to questions from Councilmember McGuinness pertaining to the excess checks report, flu shots and the bi-annual health screen.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:43 p.m.

Mayor Bob Nation

ATTEST:

Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____

City of Chesterfield
Excess Checks (=> \$5,000)
September 2020

DATE	CHECK #	VENDOR	DESCRIPTION	CHECK AMT	FUND
9/3/2020	46089	BYRNE & JONES	ARTIFICIAL TURF INFIELDS	\$ 79,466.80	119
9/17/2020	46132	G. R. ROBINSON SEED	STROBE(4), EAGLE/MYCLOBUTANIL(18)	7,140.00	119
9/3/2020	61617	AMCON MUNICIPAL CONCRETE, LLC	2020 SELECTIVE SLAB REPLACEMENT PROJECT A	120,616.77	120
9/3/2020	61636	J. M. MARSCHUETZ	2020 SELECTIVE SLAB REPLACEMENT PROJECT B	97,461.16	120
9/3/2020	61637	J. M. MARSCHUETZ	BRANDYWINE NID PROJECT	246,890.32	120
9/3/2020	61647	OATES ASSOCIATES	OLD CHESTERFIELD ROAD CULVERT DESIGN ENGINEERING SERVICES	6,854.70	120
9/3/2020	61657	THE GRAVILLE LAW FIRM, LLC	APRIL 2020 PROFESSIONAL SERVICES	17,292.25	001
9/10/2020	61681	GEOTECHNOLOGY INC.	2020 CONSTRUCTION AND INSPECTION TESTING SERVICES	14,400.28	120
9/10/2020	61682	GERSHENSON CONSTRUCTION	SCHOETTLER ROAD IMPROVEMENT PROJECT	202,671.85	120
9/10/2020	61686	JOE MACHENS FORD	FORD ESCAPE SE SPORT HYBRID	26,309.00	001
9/10/2020	61688	LOU FUSZ DODGE	BULBS FOR HEADLAMPS(6)/RETURN FOR INVOICE #130884563/POLICE VEHICLES	57,578.00	001/121
9/10/2020	61699	TREASURER-ST. LOUIS COUNTY	POLICE COMMUNICATIONS AUG & SEPT 2020	16,260.38	121
9/17/2020	61707	AMEREN MISSOURI	690 CHESTERFIELD PKWY W-0627147004	16,787.13	001
9/17/2020	61717	DELTA DENTAL OF MISSOURI	SEPT 2020 DENTAL INSURANCE-HIGH/LOW	13,786.29	001
9/17/2020	61721	ENERGY PETROLEUM CO.	NL PLUS 89 OCT RFG(6,909)	11,587.98	001
9/17/2020	61723	FISCHER & FRICHEL	LCE RELEASE - FIENUP FARMS, LOTS 160,157,156,154,153,152	9,000.00	808
9/17/2020	61725	GERSHENSON CONSTRUCTION	SCHOETTLER ROAD IMPROVEMENT PROJECT	156,147.12	120
9/17/2020	61726	GERSHENSON CONSTRUCTION	OLD CHESTERFIELD ROAD CULVERT REPLACEMENT	67,371.10	120
9/17/2020	61734	MISSOURI AMERICAN WATER COMPANY	690 CHESTERFIELD PKWY W-1017-210014663856	5,071.49	001
9/17/2020	61741	RAINERI CONSTRUCTION, LLC	SIDEWALK REPLACEMENT PROJECT A	116,904.15	120
9/17/2020	61744	ST. LOUIS AREA HEALTH INSURANCE TRUST-MEDICAL	SEPT 2020 HEALTH INSURANCE	195,448.57	001
9/17/2020	61750	THE HARTFORD-PRIORITY ACCOUNTS	SEPT 2020 LIFE INSURANCE	8,856.96	001
9/24/2020	61764	AMCON MUNICIPAL CONCRETE, LLC	2020 SIDEWALK REPLACEMENT-B/2020 SELECTIVE SLAB REPLACEMENT PROJECT A	95,790.59	120
9/24/2020	61772	ED ROEHR SAFETY PRODUCTS	GUN RACKS/BRACKETS/UNI LOCKS HANDCUFF KEY OVERRIDE/MOUNTING BRACKET/SIREN/SWITCHES/SPEAKERS/LED/HOOK KIT/MAG LED LITE SYSTEM 12V-CREDIT/SEAT PG DURANGO STEEL SCREEN OUTBOARD SEAT BELTS(2)	33,298.36	121
9/24/2020	61774	ENERGY PETROLEUM CO.	#2 ULTRA LS DIESEL	9,159.64	001
9/24/2020	61778	GAMMA TREE EXPERTS	2019 STUMP GRINDING	6,293.75	120
9/24/2020	61782	HR GREEN, INC.	SCHOETTLER ROAD IMPROVEMENT PROJECT-ENG SERVICES	17,933.29	120
9/24/2020	61792	LOU FUSZ GMC	2020 CHEVY ONE TON TRUCK	63,196.00	120
9/24/2020	61800	OATES ASSOCIATES	OLD CHESTERFIELD ROAD CULVERT DESIGN ENGINEERING SERVICES	10,298.00	120
9/24/2020	61804	PRESORT, INC.	FALL/WINTER CITIZEN 2020	5,643.05	001
9/24/2020	61814	TREASURER-ST. LOUIS COUNTY	POLICE COMMUNICATIONS SEPT 2020	16,260.38	121
				<u>\$ 1,751,775.36</u>	

Respectfully submitted by,
John Hughes, Assistant Finance Director

<u>Funds Legend</u>		
General Fund		001
Parks		119
Capital Improvements		120
Public Safety		121
Trust & Agency		808

AGENDA REVIEW – MONDAY 10/05/2020 – 5:45 PM

An AGENDA REVIEW meeting has been scheduled to start at **5:45 PM, on Monday, October 5, 2020.**

Please note:

There are two separate meetings, each of which will require a separate login and each will have distinct, different login invitations. This is necessary in order to provide full and complete transparency for both meetings.

We will have to initially log in to our Work Session meeting at 5:45 p.m. After conducting the routine work session per our normal processes, we will close that meeting and then log into our regular meeting prior to 7 PM. These meetings generally allow users to log in up to 15 minutes prior to the actual meeting.

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

UPCOMING MEETINGS/EVENTS

A. Tuesday, October 6 – F&A Committee of the Whole - Budget Workshop #1 (5:30pm)

B. Thursday, October 8, 2020 – Planning & Public Works (5:30pm)

C. Monday, October 12, 2020 – Planning Commission (7pm)

D. Monday, October 19, 2020 – City Council (7pm)

APPOINTMENTS

The Chesterfield Blue Valley CID currently has a vacancy due to the resignation of Lauren Overturf. As required by Ordinance 2698, the Mayor is required to appoint Directors with the consent of City Council from a slate of candidates proposed by the Board. The CBV-CID Board has offered and Mayor Nation proposes the appointment of Drew Schaffer to the current CID Board vacancy. City Council is required to vote on the Mayor's appointments. We have provided a copy of the CID resolution, Mr. Schaffer's resume' and a copy of Ordinance 2698 for your convenience.

As you may remember, Mr. Schaffer was first nominated in December of 2019 by the Chesterfield Blue Valley CID Board of Directors, but was determined to have not yet satisfied the one-year residency requirement. That has since been rectified and the Board confirms that the term has been met.

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

RESOLUTION NO. 2020-D

A RESOLUTION NOMINATING DREW SCHAFFER AS DIRECTOR OF THE CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT

WHEREAS, Lauren Overturf resigned from the Board of Directors (the "Board") of the Chesterfield Blue Valley Community Improvement District ("District"); and

WHEREAS, the Board nominated Drew Schaffer to fill the vacant position on the Board by Resolution 2019-A, but his request for appointment by the Mayor of the City of Chesterfield (with the consent of the City Council of the City of Chesterfield) was withdrawn due to the timing of his establishment of residency in the State of Missouri; and

WHEREAS, the Board has confirmed that Drew Schaffer is over the age of 18, has now been a Missouri resident for over one year, is an employee and/or designated representative of St. Louis Premium Outlets, LLC, the owner of real property and a business within the District, and otherwise meets the applicable criteria for Board membership.

NOW, THEREFORE, BE IT RESOLVED BY THE CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT:

SECTION 1. The nomination of Drew Schaffer be, and hereby is, confirmed by the Board to fill the vacant position on the Board and shall serve on the Board, for a term of three years.

SECTION 2. Thomas B. Smallwood, General Counsel of the District, be, and hereby is, authorized to coordinate with the City of Chesterfield and take such action as is necessary for the appointment of Drew Schaffer as Director of the District by the Mayor of the City of Chesterfield with the consent of the City Council of the City of Chesterfield.

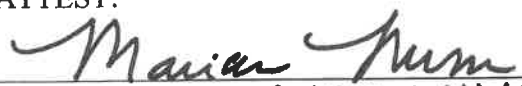
SECTION 3. Upon appointment of Drew Schaffer as Director of the District by the Mayor of the City of Chesterfield with the consent of the City Council of the City of Chesterfield and satisfaction of such other statutory requirements necessary for his candidacy, he shall automatically become a member of the Board.

ADOPTED by the Board of Directors of the Chesterfield Blue Valley Community Improvement District this 1st day of September, 2020.

APPROVED:


R. Dean Wolfe, Chairman

ATTEST:


Print Name & Title: MARIAN NUM
Secretary & Treasurer

Drew Schaffer

3 3 1 - 4 5 4 - 9 8 6 2
drew.schaffer@simon.com
100 Mary Tom Lane
Foley • Missouri • 63347

qualifications

small engine building &
repair (15+ years)
heavy equipment
operation (10+ years)
plumbing (10+ years)
electrical (5+ years)
microsoft software
project portfolio management
(PPM)- software for industry
related task management
& time tracking
customer service skills
project management
employee hiring & training
team building & leadership skills
time management &
operation skills
inventory control

education

Associate in Business Management

College of DuPage
Glen Ellyn, Illinois

certifications

Volunteer Fireman, Level 1
Winter, Wisconsin
1/2000 - 10/2008

EMT-B
Sawyer County, Wisconsin
6/2002 - 10/2008

Emergency Fire Warden
Wisconsin Department
of Natural Resources
5/1994 - 1/2013

Operations Director

Simon Property Group, St. Louis Premium Outlets
Chesterfield, Missouri

7/2019 - present

- in charge of property operations management for a 375,000 sq.ft. retail space
- manage property operating expenses at or below budget levels
- develop 5 year capital plan to maintain & enhance property, as well as, prioritize projects to reflect critical needs and affordability
- maintain working relationships with various local governments and contractors to ensure proper procedures and codes are met
- maintain a safe working environment thru identification & elimination of any safety hazards to staff, tenants & customers; in addition, administer all training & regulatory programs (OSHA, ADA, EPA, etc.) to staff

Operations Supervisor

Simon Property Group, Chicago Premium Outlets
Aurora, Illinois

1/2018 - 7/2019

- utilized my skill set to quickly adapt to Simon operational standards and manage many of the daily tasks originally held by the OD; most notably compactor logs resulting in exceeding our tonage goals and managing all other maintenance logs
- manage property expenses within budgeted levels by keeping strict inventory control, as well as recommended the purchase of a welder that has already paid for itself
- utilize daily walk-thrus as a way to inspect maintenance team's work and create punch lists, assist OD in managing tenant build-outs and capital projects
- participate in pre-construction meetings for tenant build-outs, conduct final walk-thru inspections and assist tenants with understanding their maintenance responsibilities
- fulfill MOD rotation as needed and manage day to day priorities by partnering with Marketing, Janitorial and Security Departments
- selected as a member of the 'Pre-Go' Team to assist in opening the Denver Premium Outlets (2018), and, Emergency Response Team during Hurricane Michael (2019) in Florida

Fire Technician / Supervisor

Navistar, Inc. / G4S
Melrose Park, Illinois

4/2017 - 1/2018

- medical 1st responder for a +1 million sq./ft manufacturing facility and 700-1000 employees daily
- work in conjunction with local fire / ems / police departments and company loss prevention department
- responsible for employee safety through daily plant inspections, maintenance logs, 3rd party sub-contract work and weekly fire suppression system tests
- coordinate and assist with (at minimum) quarterly evacuation drills

Foreman / Carpenter

Rudi Construction / General Contractor
Ojibwa, Wisconsin

5/2012 - 10/2016

Connel Construction
Winter, Wisconsin

4/2006 - 11/2011

- promoted to foreman within 2 years; reported directly to owners
- managed a 7 to 18 man crew for commercial & residential building construction company
- worked with strict time management to maintain deadlines resulting in complete customer satisfaction and a one year waitlist due to high demand
- in charge of project budget & supply orders and was primary liason between customer and company
- filed permits and worked with local county inspectors for building code & compliance
- hired sub-contractors for various build-out completion and interpretation of blueprint and architectural schematics
- specialized in commercial roofing including energy efficient rubber roofing systems and metal roofing systems

Co - Owner / Manager / Operator

Johansen Corner Bar & Grill
Winter, Wisconsin

5/1994 - 2/2017

- coordinated daily business operations such as: building and equipment maintenance & repair, supply orders, cash handling & book keeping, employee scheduling & pay roll and business marketing

BILL NO. 2879

ORDINANCE NO. 2698

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI, ESTABLISHING THE CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT; APPROVING THE APPOINTMENT OF THE INITIAL BOARD OF DIRECTORS THERETO; AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT; AND FURTHER ACTION RELATED THERETO

WHEREAS, the City of Chesterfield, Missouri (the "City") is authorized and empowered pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act"), to establish a community improvement district as proposed by a verified petition; and

WHEREAS, on March 29, 2012, Chesterfield Blue Valley, LLC, a Missouri limited liability company (the "Developer"), and Donald E. Brasher and Barbara J. Maloney, tenants in common ("Brasher", and collectively, the "Petitioners") filed a Petition to Establish the Chesterfield Blue Valley Community Improvement District (the "Petition") with the City Clerk; and

WHEREAS, the City Clerk has verified that the Petition complies with the requirements of the CID Act; and

WHEREAS, after timely notice of the public hearing by publication and individually to each property owner within the proposed Chesterfield Blue Valley Community Improvement District (the "District") via registered or certified United States mail with a return receipt, the City Council held a public hearing regarding the establishment of the District on May 7, 2012, at the Chesterfield City Hall, 690 Chesterfield Parkway West, Chesterfield, Missouri 63017 (the "Public Hearing"); and

WHEREAS, subject to and in accordance with the CID Act and the Petition, and upon the approval of the qualified voters of the District, the District intends: (a) to impose a sales tax in an amount at a rate of one percent (1%) ("Sales Tax") on the receipts from the sales at retail of all tangible personal property or taxable services at retail within the District, if such property and services are subject to taxation by the State of Missouri pursuant to the provisions of Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except such Sales Tax shall not apply to the sale or use of motor vehicles, trailers, boats, or outbound motors, not to public utilities, and (b) and, if necessary to fund debt service shortfalls on any obligations issued by the District, to levy a special assessment against the real property within the boundaries of the District in an aggregate amount not to exceed \$1,600,000.00 per year (the "Special Assessment"); and

WHEREAS, the Petition provides that the proposed members of the initial Board of Directors of the District be appointed by the Mayor with the consent of the City Council pursuant to Section 67.1451.5 of the CID Act; and

WHEREAS, the District proposes to apply the Sales Tax and the Special Assessment revenues to the payment of costs related to the improvements described in the Petition; and

WHEREAS, following closure of the Public Hearing and upon due consideration of the comments received, the City Council has determined that it is necessary and in the interest of the public health, safety, morals and general welfare of the people of the City to create the District; and

WHEREAS, the City, the District and the Developer desire to enter into a development agreement (the "Development Agreement") governing the construction of the project described in the Petition, and the operation and financing of the District.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI, as follows:

Section 1. Pursuant to Section 67.1411.3 of the CID Act, the Chesterfield Blue Valley Community Improvement District is hereby formed as a political subdivision of the State of Missouri pursuant and subject to the terms of the Petition attached hereto as Exhibit A and incorporated herein by reference.

Section 2. The District shall not terminate sooner than one year from the date of this Ordinance.

Section 3. Pursuant to Section 67.1451.5 of the CID Act, the Mayor hereby appoints and the City Council of the City hereby approves the initial appointment of the District's Board of Directors as follows:

<u>Name</u>	<u>Initial Term</u>
Dean Wolfe	4 years from date of appointment
Eric Fjeseth	4 years from date of appointment
Marian Nunn	2 years from date of appointment
Arthur Spellmeyer	2 years from date of appointment
Raymond Wade	2 years from date of appointment

The date of appointment for each of the initial Board of Directors shall be the date of passage of this Ordinance. No further action by the Mayor or City Council is necessary for appointment of the Board of Directors.

Section 4. The Board of Directors of the District shall have its initial meeting on such date and at such time when a quorum of Board of Directors is available.

Section 5. Pursuant to Section 67.1421.6 of the CID Act, the City Clerk shall notify in writing the Missouri Department of Economic Development of the District's creation.

Section 6. The City Council hereby approves the Development Agreement in substantially the form attached hereto as Exhibit B, with such changes therein as shall be approved by the

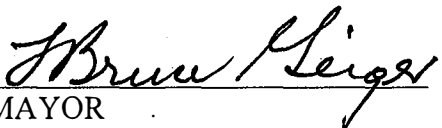
officers of the City executing the same. The Mayor is hereby authorized and directed to execute, on behalf of the City, the Development Agreement between the City, the District and the Developer, and the City Clerk is hereby authorized and directed to attest to the Development Agreement and to affix the seal of the City thereto; provided, however, that because the formation of the District and the authorization of the Development Agreement are conditioned on the District's approval thereof, if the Developer fails to (a) execute the Development Agreement, and (b) cause the District to execute the Development Agreement within thirty (30) days of the adoption of this Ordinance, this Ordinance shall be null and void and establishment of the District and the authority to execute the Development Agreement shall be terminated.

Section 7. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 8. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that (a) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council would have enacted the valid sections without the void ones; and (b) the valid sections, standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 9. This Ordinance shall be in full force and effect from and after its passage of the City Council and approval by the Mayor.

Passed and approved this 21st day of May, 2012.


MAYOR

(SEAL)

ATTEST:

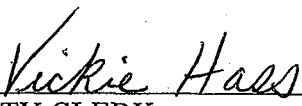

~~CITY CLERK~~
Deputy City Clerk

EXHIBIT A
TO FIRST AMENDMENT TO PETITION TO ESTABLISH THE
CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT
City of Chesterfield, Missouri

The Petition

**FIRST AMENDMENT TO PETITION TO ESTABLISH THE
CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT
City of Chesterfield, Missouri**

This Amendment ("Amendment") is submitted pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "Act"), by the petitioners whose signatures appear below (the "Petitioners"), requesting that the City of Chesterfield, Missouri City Council (the "Council") amend their Petition to Establish the Chesterfield Blue Valley Community Improvement District, attached hereto as Exhibit A (the "Petition") in the City of Chesterfield, Missouri (the "City") in accordance with this Amendment:

1. The Petition shall be hereby amended as follows:
 - (a) "Michael G. Herring, as representative of the City" is hereby deleted from Section 8, subclause (c) and replaced with "Arthur Spellmeyer, as representative of the Mall J.V."
2. This Amendment hereby incorporates by reference the Petition as though fully set forth herein.
3. By execution and submission of this Amendment, the Petitioners request that the Council establish the District as set forth in the Petition, as amended by this Amendment.

SIGNATURE PAGE FOR PETITION TO ESTABLISH THE
CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT
City of Chesterfield, Missouri

Name of Owner: Chesterfield Blue Valley, LLC

Owner's Telephone No.: 314/862-8120

Owner's Mailing Address: 7711 Bonhomme Ave., Ste. 901
Clayton, MO 63105

Name of Signer: R. Dean Wolfe

Signer's Telephone Number: 314/862-8120

Basis of Legal Authority to Sign: Manager of Wolfe Properties, LLC, Manager of
Chesterfield Blue Valley, LLC

Type of Entity: Missouri limited liability company

Signer's Telephone Number: 314/862-8120

Signer's Mailing Address: 7711 Bonhomme Ave., Ste. 901
Clayton, MO 63105

Property Owned & Assessed Value: 183.042 acres assessed at \$42,140, as further
identified by the map set forth on Exhibit B and the
parcel numbers and assessed values set forth on
Exhibit D

[Signature and notary acknowledgement follows.]

By executing this petition, the undersigned represents and warrants that he is authorized to execute this petition on behalf of the property owner named immediately above.

R. Dean Wolfe
R. Dean Wolfe

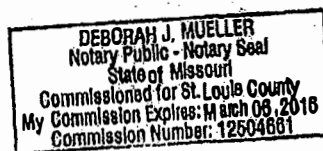
May 7, 2012
Date

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

Before me personally appeared **R. Dean Wolfe**, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 7th day of May, 2012.

Deborah J. Mueller
Notary Public
My commission expires



SIGNATURE PAGE FOR PETITION TO ESTABLISH THE
CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT
City of Chesterfield, Missouri

Name of Owner: Donald E Brasher & Barbara J. Maloney, tenants in common

Owner's Telephone No.: 636/532-3827

Owner's Mailing Address: 18575 Olive Street Rd.
Chesterfield, MO 63005

Name of Signer: Donald E. Brasher & Barbara J. Maloney

Signer's Telephone Number: 636/532-3827

Basis of Legal Authority to Sign: Owners as tenants in common

Type of Entity: Tenants in Common

Signer's Telephone Number 636/532-3827

Signer's Mailing Address: 18575 Olive Street Rd.
Chesterfield, MO 63005

Property Owned & Assessed Value: 5.598 acres assessed at \$30,880, as further identified
by the map set forth on Exhibit B and the parcel
numbers and assessed values set forth on Exhibit D

[Signatures and notary acknowledgements follow.]

By executing this petition, the undersigned represents and warrants that he is authorized to execute this petition on behalf of the property owners named immediately above.

Donald E. Brasher
Donald E. Brasher

5/7/12
Date

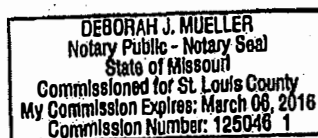
STATE OF MISSOURI)
) SS:
COUNTY OF ST. LOUIS)

Before me personally appeared Donald E. Brasher, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 7th day of May, 2012.

Deborah J. Mueller
Notary Public

My commission expires



By executing this petition, the undersigned represents and warrants that she is authorized to execute this petition on behalf of the property owners named immediately above.

Barbara J. Maloney
Barbara J. Maloney

5-9-12
Date

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

Before me personally appeared Barbara J. Maloney, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 7th day of May, 2012.

Deborah J. Mueller
Notary Public

My commission expires

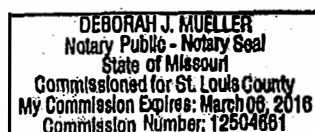


EXHIBIT A
CID PETITION

**PETITION TO ESTABLISH THE
CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT
City of Chesterfield, Missouri**

This Petition (the "Petition") is submitted pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "Act"), by the petitioners whose signatures appears below (the "Petitioners"), requesting that the City of Chesterfield, Missouri City Council (the "Council") establish the Chesterfield Blue Valley Community Improvement District (the "District") in the City of Chesterfield, Missouri (the "City") in accordance with this Petition:

1. The Petitioners (a) constitute the property owners collectively owning more than fifty percent by assessed value of the real property within the boundaries of the District; and (b) constitute more than fifty percent per capita of all owners of real property within the District.

2. The District includes all of the real property legally described in Exhibit A attached to and made a part of this Petition (the "Property").

3. A map illustrating the boundaries of the District is attached to and made a part of this Petition as Exhibit B.

4. The name of the District shall be the Chesterfield Blue Valley Community Improvement District.

5. The Petitioners are hereby notified that the signatures of the Petitioners may not be withdrawn later than seven days after this Petition is filed with the municipal clerk of the City.

6. The five year plan for the District, including the purposes, powers, eligible services and improvements, and the budget, is as follows:

(a) Purposes. The purposes of the District are (i) to fund or assist in the funding of certain services and improvements (the "Eligible Services and Improvements") described below by levying a sales and use tax, as permitted by this Petition and the Act; and (ii) to allow landowners within the District to coordinate efforts to improve the District through the implementation of Eligible Services and Improvements that are deemed by the District to be necessary or desirable to the District. The District's purposes shall be implemented according to the provisions of the Act and the District may incur or issue obligations for the purposes of carrying out any of its powers, duties or purposes as provided in Section 67.1491 of the Act.

(b) Eligible Services and Improvements. The following services and improvements shall be Eligible Services and Improvements:

(i) causing certain infrastructure and site improvements to be made for the benefit of the entire District, including but not limited to rough grading the land within the District; installation of electricity, water, storm sewer, sanitary sewer, natural gas, data/telecommunications transmission lines within the District in order that said utility services may be available to all lots or parcels within the

District; installation of any signs, sidewalks, streetlights, landscaping or other amenities benefiting the entire District; and the construction of parking improvements, streets, access roads, drive lanes and similar improvements within the District;

(ii) causing the necessary engineering, planning, administrative, and legal work to be done for formation and development of the District as a whole;

(iii) employing persons for, or contracting for the provision of, landscape and streetscape maintenance services to access drives, lawns, and parking areas on property open to public view (whether owned by the District or by persons within the District) in the District to improve the appearance and image of the District, including but not limited to purchasing, installing and maintaining trees, shrubs, flowers and other vegetation; maintaining pots and planters; planting and replacing trees located along or adjacent to public rights-of-way and private drives; purchasing, installing, operating and maintaining lighting and public art; mowing, seeding and fertilizing grass and other vegetation located in parks, boulevards and public rights-of-way;

(iv) providing or contracting for the provision of cleaning and maintenance services on property open to public view in order to improve the appearance and image of the District, including, but not necessarily limited to litter removal, purchase and maintenance of trash receptacles, cleaning and sweeping of sidewalks, streets, parking areas, private drives, parks and gutters;

(v) employing or contracting for the provision of personnel to assist landowners, occupants, and users to improve security and safety conditions within the District, including but not limited to addressing public safety concerns, identifying and reporting public nuisances, and (if deemed advisable by the District) conducting security patrols;

(vi) hiring or contracting for personnel to staff and provide services to the District, and furnishing and equipping such staff necessary to provide Eligible Services and Improvements;

(vii) establishing a reserve fund for future maintenance expenses and the replacement or repair of capital improvements which constitute Eligible Services and Improvements; and

(viii) performing any other services and improvements authorized under the Act.

(c) Budget. The initialization of the Eligible Services and Improvements is to occur within the first year of the existence of the District. The implementation of a District sales and use tax shall be subject to Section 14, below. The schedule of anticipated revenues for the District are shown on Exhibit C-1, attached to and made a part of this Petition. The estimated costs of the Eligible Services and Improvements are shown on Exhibit C-2, attached to and made a part of this Petition.

7. The District shall be a political subdivision of the State of Missouri, with all the powers granted to and/or exercisable by a political subdivision under the Act and the other laws and regulations of the State of Missouri.

8. The District shall be governed by a board of directors (the "Board") appointed by the mayor of the City, with the consent of the Council, which Board shall be comprised of owners of real property/owners of businesses operating within the District or their representatives selected from a slate of candidates submitted by the Board, and one representative of the City. The initial Board shall include the following Directors with the following terms:

- (a) Dean Wolfe, as representative of Chesterfield Blue Valley, LLC for four years from the date the District is established;
- (b) Marian Nunn, as representative of Chesterfield Blue Valley, LLC for two years from the date the District is established;
- (c) Michael G. Herring, as representative of the City for two years from the date the District is established;
- (d) Eric Fjeseth, as representative of the joint venture between CPG Partners, L.P. and The Woodmont Company (the "Mall J.V.") for four years from the date the District is established; and
- (e) Raymond Wade, as representative of the Mall J.V. for two years from the date the District is established.

9. The Board shall be comprised of five (5) directors and Chesterfield Blue Valley, LLC and the Mall J.V. (or any affiliates, successors or assignees thereof or of the individual members thereof) shall each have two representatives on the Board so long as they continue to own real property or businesses operating within the District.

10. The total assessed value of all of the real property within the District is \$73,020.00. A schedule showing assessed value calculations for the entire District and each separate tax parcel within the District is shown on Exhibit D, attached to and made a part of this Petition.

11. Petitioners are not seeking a determination by the City that the District is a blighted area as defined in Section 67.1401.2(3), RSMo.

12. Subject to Section 14, below, the District will continue to exist and function following the District's establishment by ordinance for a minimum of twenty-five (25) years, and shall have the right to continue in existence in accordance with the Act for so long as (a) the District is able to collect and use District revenues to pay for Eligible Services and Improvements, and (b) has outstanding debt obligations (the "Term"); provided, however, that the Term of the District shall not exceed thirty-five (35) years.

13. The Petitioners do not intend to submit real property taxes or business license taxes to the qualified voters for approval, and therefore the maximum rates of real property taxes and business license taxes proposed in this Petition are zero.

14. The District shall have the power to levy a sales and use tax of up to one percent (1%).

15. The District shall not file notice of the results of any election to impose a sales and use tax with the director of the department of revenue per Section 67.1545 of the Act until: (a) Chesterfield Blue Valley, LLC has transferred its interest in that portion of the Property to be developed as a retail outlet mall to the Mall J.V., (or any affiliates, successors or assignees thereof or of the individual members thereof), and (b) Chesterfield Blue Valley, LLC, the Mall J.V., or a related entity or entities, or their successors or assigns, have incurred at least \$10,000,000 in Eligible Services and Improvements (excluding "soft" costs of construction including, but not limited to, engineering, legal, architectural and other professional consulting fees, wages paid for services such as security and maintenance, personal property, decorative items, and the like); provided, however, that if neither of these events has occurred on or before February 28, 2014, subject to extension to the extent delayed by events of force majeure, then no such notice shall be filed and the Petitioners shall cause the District to be terminated.

16. The District shall have the right to levy a special assessment against the real property within the boundaries of the District (the "Special Assessment") to provide additional revenues to the District to pay for debt service shortfalls on District obligations. The Board does not initially intend to levy the Special Assessment, and shall only do so in the event that the District's sales tax revenues are insufficient to meet the District's debt service obligations. The maximum rate of the Special Assessment shall be \$1,600,000.00 per year in the aggregate, and shall be allocated among said property based on the square footage of completed improvements on each individual parcel. The Special Assessment shall be assessed, if at all, on an annual basis in the discretion of the Board.

Each fiscal year the Board shall establish the rate of the Special Assessment, based upon, and as necessary to pay, any debt service shortfall of the District. The Board shall levy the Special Assessment for each fiscal year against all applicable benefited real property within the District in accordance with the terms of this Petition, the Special Assessment Petition, and any subsequent special assessment petition submitted to the Board by the District Property owners in accordance with the Act and the Board Resolution. The Board shall notify the St. Louis County Assessor of the total amount of the Special Assessment for each parcel of real property within the District; provided, however, that the Special Assessment shall not exceed the maximum rate set forth in this Petition.

17. There are no limitations on the borrowing capacity of the District, on the revenue generation of the District, or on the powers of the District, except as specifically set forth in the Act, this Petition, any binding agreement entered into by the District, or as are otherwise applicable under the laws of the State of Missouri; however, the Petitioners acknowledge that the principal amount of any obligations issued to finance the Eligible Services and Improvements shall not exceed \$30,000,000 plus costs of issuance, accrued interest, capitalized interest, a debt service reserve fund and reasonable administrative fees related to the operation of the District.

18. By execution and submission of this Petition, the Petitioners request that the Council establish the District as set forth in this Petition.

**SIGNATURE PAGE FOR PETITION TO ESTABLISH THE
CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT
City of Chesterfield, Missouri**

Name of Owner: Chesterfield Blue Valley, LLC

Owner's Telephone No.: 314/862-8120

Owner's Mailing Address: 7711 Bonhomme Ave., Ste. 901
Clayton, MO 63105

Name of Signer: R. Dean Wolfe

Signer's Telephone Number: 314/862-8120

Basis of Legal Authority to Sign: Manager of Wolfe Properties, LLC, Manager of
Chesterfield Blue Valley, LLC

Type of Entity: Missouri limited liability company

Signer's Telephone Number: 314/862-8120

Signer's Mailing Address: 7711 Bonhomme Ave., Ste. 901
Clayton, MO 63105

Property Owned & Assessed Value: 183.042 acres assessed at \$42,140, as further
identified by the map set forth on Exhibit B and the
parcel numbers and assessed values set forth on
Exhibit D

[Signature and notary acknowledgement follows.]

By executing this petition, the undersigned represents and warrants that he is authorized to execute this petition on behalf of the property owner named immediately above.

R. Dean Wolfe
R. Dean Wolfe

March 19, 2012
Date

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

Before me personally appeared **R. Dean Wolfe**, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 19 day of March, 2012.

Sandra S. Williams
Notary Public
My commission expires

SANDRA S. WILLIAMS
Notary Public - State of Missouri
My Commission Expires March 1, 2013
St. Louis County
Commission #09514359

**SIGNATURE PAGE FOR PETITION TO ESTABLISH THE
CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT
City of Chesterfield, Missouri**

Name of Owner:	Donald E Brasher & Barbara J. Maloney, tenants in common
Owner's Telephone No.:	636/532-3827
Owner's Mailing Address:	18575 Olive Street Rd. Chesterfield, MO 63005
Name of Signer:	Donald E. Brasher & Barbara J. Maloney
Signer's Telephone Number:	636/532-3827
Basis of Legal Authority to Sign:	Owners as tenants in common
Type of Entity:	Tenants in Common
Signer's Telephone Number	636/532-3827
Signer's Mailing Address:	18575 Olive Street Rd. Chesterfield, MO 63005
Property Owned & Assessed Value:	5.598 acres assessed at \$30,880, as further identified by the map set forth on Exhibit B and the parcel numbers and assessed values set forth on Exhibit D

[Signatures and notary acknowledgements follow.]

By executing this petition, the undersigned represents and warrants that he is authorized to execute this petition on behalf of the property owners named immediately above.

Donald E. Brasher
Donald E. Brasher

3/29/12
Date

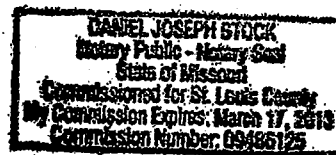
STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

Before me personally appeared Donald E. Brasher, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 29 day of March, 2012.

Daniel A. A.
Notary Public

My commission expires 3/17/2013



By executing this petition, the undersigned represents and warrants that she is authorized to execute this petition on behalf of the property owners named immediately above.

Barbara J. Maloney
Barbara J. Maloney

3-29-12
Date

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

Before me personally appeared Barbara J. Maloney, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 29 day of March, 2012.

Leah Redman
Notary Public

My commission expires

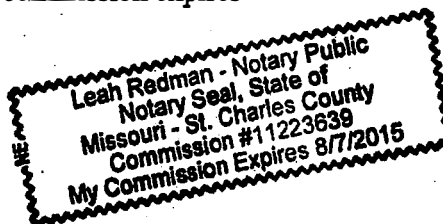


EXHIBIT A
TO PETITION TO ESTABLISH THE
CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT
City of Chesterfield, Missouri

LEGAL DESCRIPTION OF REAL PROPERTY COMPRISING THE DISTRICT

Parcel 1:

A tract of land in U.S. Survey 368, Township 45 North, Range 3 East, in St. Louis County, Missouri, consisting of part of Lots 1 through 8 of the Partition in the Estate of Conrad Kroenung as said lots were established by Report of Commissioners recorded August 13, 1879 in Book 4 page 583, and including all of a former private right of way 20 feet wide lying West of Lots 2 through 7 of said Partition of the Conrad Kroenung Estate and created by said Report of Commissioners as an outlet to Olive Street Road and later abolished by instrument of Herbert Jacob Schmidt and Theodore Frederick Schmidt recorded as Daily Number 14 on February 26, 1931, and further including all accretions attaching to said Lot 1 under the riparian rights allotted with said Lot 1 by the Commissioners in said Partition and being more particular described as follows:

Beginning at the point of intersection of the Western line of the lands of Conrad Kroenung as subdivided by said Report of Commissioners recorded in Book 4 page 583 and the Northern line of Olive Street Road, 60 feet wide; thence North 11 degrees 44 minutes West and along the Western line of said land of Conrad Kroenung as subdivided in partition 3,715 feet, more or less, to the Southern line of the Missouri River; thence Eastwardly and along the Southern line of said Missouri River to a point on the Western line of a tract of land conveyed to Thomas Bayer by deed recorded in Book I-6 page 533 of the St. Louis County (now St. Louis City) Records; thence South 11 degrees 42 minutes East in part along the Western line of said tract of land conveyed to Thomas Bayer by said deed recorded in Book I-6 page 533 and in part striking a line through said Lots 1 through 8 and any accretions to said Lot 1, 4,427 feet, more or less, to a point on the Northern line of Olive Street Road, 60 feet wide; thence North 82 degrees 49 minutes West and along the Northern line of Olive Street Road, 1,033.75 feet to the point of beginning, according to survey prepared by Elbring Surveying Co. during January, 1931; bounded North by the Southern line of the Missouri River, on the East in part by the Western line of a tract of land conveyed to Thomas Bayer by deed recorded in Book I-6 page 533 of the St. Louis County (now St. Louis City) Records and in part by the Eastern line of the tract of land conveyed to Herbert Jacob Schmidt and Theodore Frederick Schmidt, and joint tenants, by deed recorded February 14, 1931 in Book 1136 page 1, on the South by the Northern line of Olive Street Road, 60 feet wide, and on the West by the Western line of the lands of Conrad Kroenung as subdivided by Report of Commissioners in Partition recorded in Book 4 page 583.

Parcel 2:

A tract of land being Lot 1 of McGrath Plaza as recorded in Plat Book 325, Pages 11 and 12 of the St. Louis County records, being located in U.S. Surveys 102, 368 and 371, Township 45

North, Range 3 East of the 5th Principal Meridian, City of Chesterfield, St. Louis County, Missouri and being more particularly described as follows:

BEGINNING at a Stone marking the Southwesterly corner of above said Lot 1 of McGrath Plaza, said point being the Southeasterly corner of a tract of land as conveyed to James R. Arendt, et al by Deed Book 17113 Page 1365 of the above said Records, thence along said common line of said McGrath Plaza and Arendt tract North 13 degrees 15 minutes 42 seconds West, a distance of 4607.10 feet to Northwestern corner of the aforesaid Lot 1 being on the South bank of the Missouri River more or less; thence along the Northern line of Lot 1 and the South bank of the Missouri River North 57 degrees 19 minutes 25 seconds East, a distance of 357.39 feet to the Western right-of-way Line of Missouri State Highway 40 TR, said point also being the Northeast corner of Lot 1; thence along said Western right-of-way line South 17 degrees 23 minutes 21 seconds East, a distance of 488.99 feet to a point; thence South 24 degrees 22 minutes 45 seconds East, a distance of 703.49 feet to a point; thence South 21 degrees 10 minutes 10 seconds East, a distance of 613.08 feet to a point; thence South 24 degrees 27 minutes 38 seconds East, a distance of 752.51 feet to a point; thence South 20 degrees 36 minutes 24 seconds East, a distance of 457.22 feet to a point; thence South 32 degrees 06 minutes 57 seconds East, a distance of 717.96 feet to a point; thence South 42 degrees 52 minutes 58 seconds East, a distance of 102.58 feet to a point; thence along a curve to the left having a radius of 4016.54 feet, an arc length of 508.24 feet, and a chord which bears South 39 degrees 02 minutes 56 seconds East, a chord distance of 507.90 feet to a point; thence North 47 degrees 19 minutes 34 seconds East, a distance of 5.00 feet to a point; thence along a curve to the left having a radius of 4011.54 feet, an arc length of 304.56 feet, and a chord which bears South 44 degrees 50 minutes 56 seconds East, a chord distance of 304.49 feet to a point; thence North 42 degrees 58 minutes 34 seconds East, a distance of 5.00 feet to a point; thence along a curve to the left having a radius of 4006.54 feet, an arc length of 604.81 feet, and a chord which bears South 51 degrees 20 minutes 55 seconds East, a chord distance of 604.24 feet to the Northwestern line of Relocated Olive Street Road (38 feet wide) as shown on the plat of the aforesaid McGrath Plaza; thence South 42 degrees 47 minutes 18 seconds West, a distance of 69.46 feet to a point; thence along a curve to the right having a radius of 952.78 feet, an arc length of 641.62 feet, and a chord which bears South 62 degrees 04 minutes 49 seconds West, a chord distance of 629.56 feet to the Northern line of Olive Street Road (60' feet wide); thence along said Northern line North 84 degrees 12 minutes 42 seconds West, a distance of 377.14 feet to an iron pipe at the Southeast corner of a tract of land described in a deed to William F Brasher, Trustee, as recorded in Deed Book 14298, Page 1926 of the St. Louis County Records; thence along the Eastern line of said Brasher tract North 05 degrees 47 minutes 18 seconds East, a distance of 415.56 feet to the northeastern corner thereof; thence along the Northern line of said Brasher tract North 84 degrees 12 minutes 42 seconds West, a distance of 628.93 feet to the Northwestern corner thereof; thence along the Western line of said Brasher tract South 05 degrees 47 minutes 18 seconds West, a distance of 415.56 feet an iron pipe on the aforesaid Northern line of Olive Street Road; thence along said Northern line North 84 degrees 23 minutes 54 seconds West, a distance of 236.30 feet to the Point of Beginning.

Parcel 3:

A tract of land being part of a larger tract as conveyed to William F. Brasher, trustee by the instrument recorded in Book 14298 page 1926 of the St. Louis County Records, located in U.S. Survey 368, Township 45 North Range 3 East of the Fifth Principal Meridian, City of Chesterfield, in St. Louis County, Missouri, being more particularly described as follows:

Commencing at the southeast corner of above said Brasher tract, said point also being located on the north line of Olive Street Road, 60 feet wide; thence along the east line of said Brasher tract North 07 degrees 31 minutes 52 seconds East, 247.34 feet to the beginning of a non-tangent curve to the right for which the radius point bears North 45 degrees 22 minutes 27 seconds East, 4656.54 feet, said point also being the POINT OF BEGINNING of the herein described tract; thence departing last said east line along said curve with a chord which bears North 42 degrees 59 minutes 52 seconds West, 264.62 feet, an arc length of 264.65 feet to the north line of above said Brasher tract; thence along said north line South 82 degrees 28 minutes 08 seconds East, 204.27 feet to the northeast corner of said Brasher tract; thence along the east line of said Brasher tract, South 07 degrees 31 minutes 52 seconds West, 168.22 feet to the Point of Beginning, according to calculations performed by Stock and Associates Consulting Engineers, Inc. on August 10, 2009.

Parcel 4:

A tract of land in U.S. Surveys 102 and 368, Township 45 North Range 3 East in St. Louis County, Missouri and being more particularly described as follows:

Beginning at an old stone at the intersection of the West line of a tract of land now or formerly of Enid J. Brasher and William F. Brasher, her husband by deed recorded in the Deed Book 4014, Page 560 of the St. Louis County Records, with the North line of Olive Street Road, 60.00 feet wide; thence along said North line of Olive Street Road, South 84 degrees 23 minutes 54 seconds East, 236.30 feet to the point of beginning of the tract hereinafter described; thence continuing along said North line of Olive Street Road South 84 degrees 12 minutes 42 seconds East 628.93 feet; thence North 5 degrees 47 minutes 18 seconds East, 415.56 feet to a point; thence North 84 degrees 12 minutes 42 seconds West 628.93 feet to a point; thence South 5 degrees 47 minutes 18 seconds West 415.56 feet to a point in the North line of said Olive Street Road, 60.00 feet wide, being the point of beginning.

Less the following:

A tract of land being part of a larger tract as conveyed to William F. Brasher, trustee by the instrument recorded in Book 14298, Page 1926 of the St. Louis County Records, located in U.S. Survey 368, Township 45 North 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 above said Brasher tract, said point also being located on the north line of Olive Street Road, 60 feet wide; thence along the east line of said Brasher tract North 07 degrees 31 minutes 52 seconds East, 247.34 feet to the beginning of a non-tangent curve to the right for which the radius point bears North 45 degrees 22 minutes 27

seconds East, 4656.54 feet, said point also being the POINT OF BEGINNING of the herein described tract; thence departing last said east line along said curve with a chord which bears North 42 degrees 59 minutes 52 seconds West, 264.62 feet, an arc length of 264.65 feet to the north line of above said Brasher tract; thence along said north line South 82 degrees 28 minutes 08 seconds East, 204.27 feet to the northeast corner of said Brasher tract; thence along the east line of said Brasher tract, South 07 degrees 31 minutes 52 seconds West, 168.22 feet to the Point of Beginning and containing 17,513 square feet or 0.402 acres more or less according to calculations performed by Stock and Associates Consulting Engineers, Inc. on August 10, 2009.

EXHIBIT B
FORM OF DEVELOPMENT AGREEMENT

EXHIBIT B
TO PETITION TO ESTABLISH THE
CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT
City of Chesterfield, Missouri
MAP OF DISTRICT BOUNDARIES

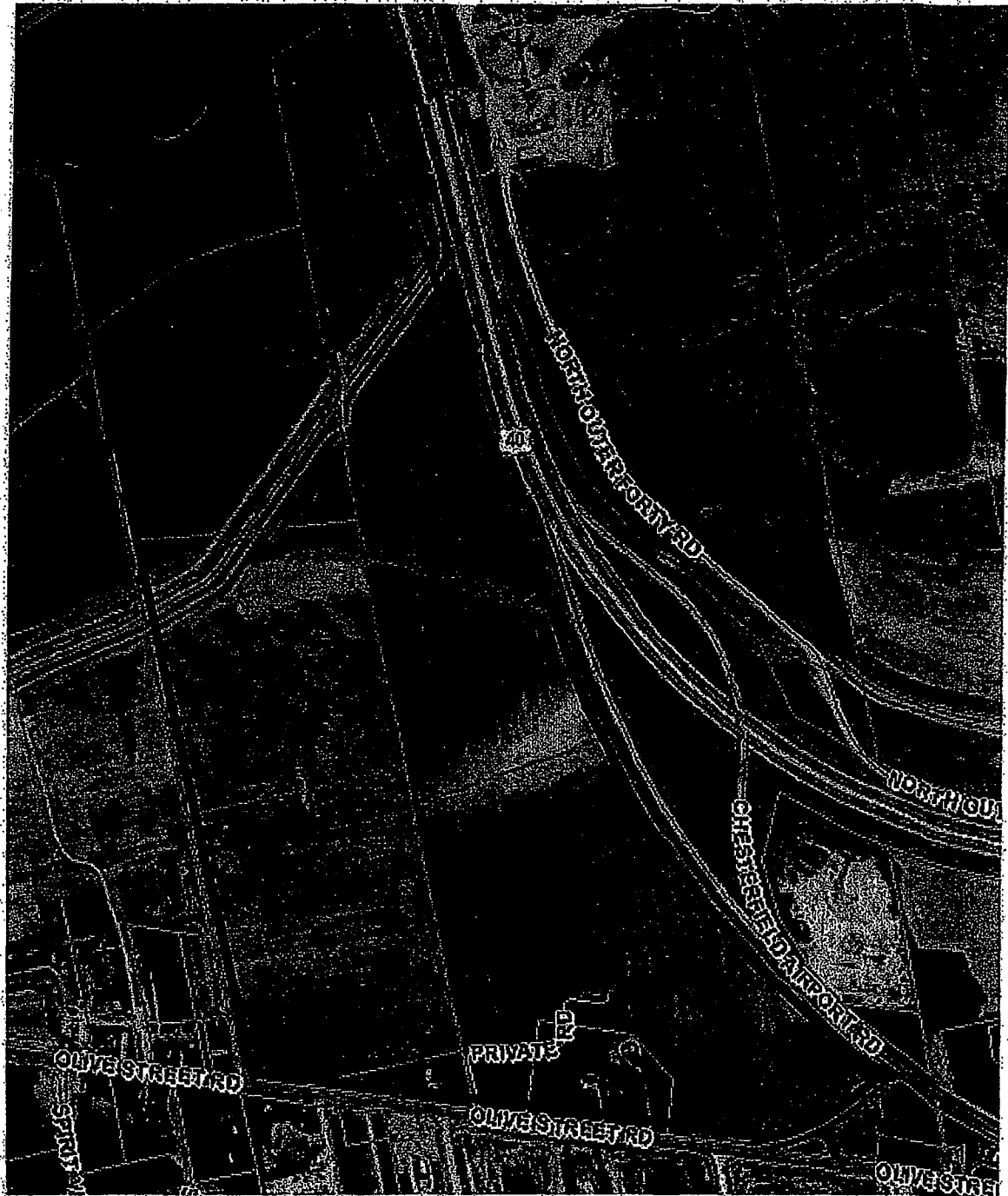


EXHIBIT C-1
TO PETITION TO ESTABLISH THE
CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT
City of Chesterfield, Missouri

SCHEDULE OF ANTICIPATED REVENUES

	2012	2013	2014	2015	2016	2017	2018
Total Taxable Sales	-	21,879,375	149,906,250	218,457,656	276,559,924	286,239,522	296,257,905
District Revenue	-	218,794	1,499,063	2,184,577	2,765,599	2,862,395	2,962,579
Sales Tax Rate	0.01	0.01	0.01	0.01	0.01	0.01	0.01

EXHIBIT C-2
TO PETITION TO ESTABLISH THE
CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT
City of Chesterfield, Missouri

SCHEDULE OF ANTICIPATED COST OF INITIAL ELIGIBLE SERVICES AND IMPROVEMENTS

	Peripheral	Outlet Mall	TOTAL
Earthwork/Grading/Seepage, Silt Control/Select Fill	1,560,000	7,200,000	8,760,000
Streets (Net of TDD)			
Outlet Boulevard	520,000		520,000
Blue Valley Avenue	350,000		350,000
Premium Street	200,000		200,000
Premium Way	400,000		400,000
Domestic Fire and Water	650,000	500,000	1,150,000
Sanitary Sewer	275,000	500,000	775,000
Storm Sewer/Drainage	1,500,000	600,000	2,100,000
Hardscape Drainage	500,000	400,000	900,000
Paving/Curb & Gutter	1,500,000	3,500,000	5,000,000
Parking Structure(s)	5,000,000		5,000,000
Landscape & Irrigation	1,500,000	2,000,000	3,500,000
Stormwater Management	600,000	500,000	1,100,000
Pond, Fountains	180,000	90,000	270,000
Screenwalls & Site Fencing	850,000	750,000	1,600,000
Site Lighting	600,000	950,000	1,550,000
Hardscape Lighting	350,000	475,000	825,000
Signage	350,000	650,000	1,000,000
Amenities		400,000	400,000
Security		95,000	95,000
Custodial		45,000	45,000
Artwork, Ash/Trash Cans, Benches, Etc.	400,000	50,000	450,000
1/2 Acre Park, Chestnut Tree Preservation	750,000		750,000
Engineering, Professional Consultants, Surveys, etc.	750,000		750,000
Land Cost	1,112,000		1,112,000
Awnings, tensile and canopies		1,500,000	1,500,000
Fire Protection		725,000	725,000
Fire Alarm		225,000	225,000
Electrical		350,000	350,000
TOTAL	19,897,000	21,505,000	41,402,000

EXHIBIT D
TO PETITION TO ESTABLISH THE
CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT
City of Chesterfield, Missouri

SCHEDULE OF ASSESSED VALUE

The District Property is made up of various individually assessed parcels. Ownership and assessed value of parcels within the District are as follows:

<u>Tax Parcel Number</u>	<u>Owner</u>	<u>Land Area</u>	<u>Assessed Value</u>
16W210022	Chesterfield Blue Valley LLC	24.33 ac.	\$1,800
16W210033		1.17 ac.	\$80
16W230031		12.0 ac.	\$1,280
16W230042		25.0 ac.	\$2,680
16W230064		28.876 ac.	\$10,140
17W520025		2.5 ac.	\$2,340
17W530123		28.02 ac.	\$2,060
17W540089		61.146 ac.	\$21,760
17W520069	Donald E. Brasher & Barbara J. Maloney, tenants in common	5.598 ac.	\$30,880
	TOTAL:	188.64 ac. +/-	\$73,020

EXHIBIT B
FORM OF DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

among the

CITY OF CHESTERFIELD, MISSOURI,

CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT,

and

CHESTERFIELD BLUE VALLEY, LLC

dated as of

_____, 2012

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Exhibit A – Description of District Project and Estimated Reimbursable Project Costs

Exhibit B – Form of Certificate of Reimbursable Project Costs

Exhibit C – Form of Certificate of Substantial Completion

Exhibit D – Legal Description

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**"), entered into as of this ____ day of April, 2012, by and among the **CITY OF CHESTERFIELD, MISSOURI**, a third-class city of the State of Missouri (the "**City**"), the **CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district (the "**District**"), and **CHESTERFIELD BLUE VALLEY, LLC**, a Missouri limited liability company (the "**Developer**") (the City, the District and the Developer being collectively referred to herein as "**Parties**," and individually as "**Party**," as the context so requires).

WITNESSETH:

WHEREAS, pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "**CID Act**"), the City is authorized and empowered to establish a community improvement district as proposed by a verified petition; and

WHEREAS, in accordance with the requirements of the CID Act, Chesterfield Blue Valley, LLC (the "**Developer**"), filed a Petition for the Creation of a Community Improvement District with the Clerk of the City on or about March 29, 2012 (the "**Petition**"), to form a community improvement district known as the Chesterfield Blue Valley Community Improvement District (the "**District**"); and

WHEREAS, the City, the District and the Developer desire to enter into a development agreement to provide for the construction of the projects described in the Petition, and the governance, operation and financing of the District (this "**Agreement**"); and

WHEREAS, on April 9, 2012, the City Clerk verified the Petition and set a public hearing for the consideration of the Petition on May 7, 2012, pursuant to Section 67.1421.1 of the CID Act; and

WHEREAS, after notice of the public hearing was given by publication and individually to each property owner within the District, a public hearing was held on May 7, 2012, regarding the creation of the District; and

WHEREAS, subject to and in accordance with the CID Act and the Petition, and upon the approval of the qualified voters in the District, the District intends to (a) impose a sales and use tax on all retail sales made in the District at a rate not to exceed one percent (1.0%) (the "**District Sales Tax**"), and (b) if necessary, levy a special assessment to provide additional revenues to repay the District Obligations defined herein (the "**Special Assessment**").

WHEREAS, the City, pursuant to Ordinance No. [____], passed and approved by the City Council of the City on [CID Ordinance date], created the District in accordance with the CID Act and authorized the execution of this Agreement (the "**CID Ordinance**"); and

WHEREAS, the District is authorized under the CID Act to undertake the District Project (as defined herein and described in the Petition and on Exhibit A, attached hereto and incorporated herein by reference), which includes certain improvements within the boundaries of the District, and to impose the District Sales Tax and, if necessary, the Special Assessment, which will be used to reimburse the Developer for Reimbursable Project Costs (as defined herein); and

WHEREAS, the City Council of the City has determined that the action to be taken pursuant to this Agreement will serve a public purpose.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE I. RECITALS, EXHIBITS AND DEFINITIONS

Section 1.1 Recitals and Exhibits. The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

Section 1.2 Definitions. Words and terms defined elsewhere in this Agreement shall have the meanings assigned therein. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

"Agreement" shall mean this Development Agreement, as amended from time to time in accordance with its terms.

"Annual Operating Fund Deposit" means (a) for the fiscal year ending December 31, 2012, an amount not to exceed \$25,000, and (b) for each fiscal year of the District thereafter, an amount not to exceed \$25,000, plus an annual increase of three percent (3%).

"Authorized City Representative" means the Mayor or City Administrator or such other person or persons from time to time designated by the City Council as the person or persons authorized to act on behalf of the City under this Agreement.

"Authorized District Representative" means the Chair of the Board of Directors or the individual or entity duly appointed by the District to act as its agent in connection with the administration and operation of the District Revenues.

"Board of Directors" means the board of directors of the District, as appointed by the Mayor with the consent of the City Council, in accordance with the CID Act, the Petition and the CID Ordinance.

"Bond Counsel" means with respect to any District Obligations issued by the County IDA, Armstrong Teasdale LLP, St. Louis, Missouri, or with respect to any other District Obligations an attorney or firm of attorneys having nationally recognized standing in the field of tax-exempt municipal bonds approved by the Board of Directors.

"Certificate of Reimbursable Project Costs" means a certificate identifying Reimbursable Project Costs in substantially the form of Exhibit B, attached hereto and incorporated herein by this reference. The aggregate amount of approved Reimbursable Project Costs pursuant to one or more Certificates of Reimbursable Project Costs shall not exceed \$30,000,000, plus Costs of Issuance, accrued interest, capitalized interest, a debt service reserve fund, Operating Costs, and the sum advanced by the Developer pursuant to **Section 4.4(a)** of this Agreement.

"Certificate of Substantial Completion" means a document substantially in the form of Exhibit C, attached hereto and incorporated herein by this reference, delivered by the Developer to the

District and the City in accordance with this Agreement and which, upon the District's and the City's acceptance thereof, will evidence the Developer's satisfaction of all obligations and covenants to perform a Phase of the District Project.

"CID Act" means the Community Improvement District Act, Sections 67.1401, et seq., of the Revised Statutes of Missouri, as amended.

"CID Ordinance" means Ordinance No. [] passed and approved by the City Council on [CID Ordinance date], creating the District in accordance with the CID Act and authorizing the execution of this Agreement.

"City" means the City of Chesterfield, Missouri, a city of the third class organized and existing under the laws of the State of Missouri.

"City Code" means the Municipal Code of the City, as amended.

"City Council" means the governing body of the City.

"Construction Inspector" means the engineer or architect, who may be an employee of the City, or firm of engineers or architects appointed by the City.

"Costs of Issuance" means all costs reasonably incurred by the District or the City in furtherance of the issuance of the District Obligations, including but not limited to the fees and expenses of financial advisors and consultants, the District's attorneys (including issuer's counsel and Bond Counsel), the City's attorney, the City's administrative fees and expenses (including fees and costs of planning consultants and other advisors), underwriters' discounts and fees, the costs of printing any District Obligations and any official statements relating thereto, the costs of credit enhancement, if any, capitalized interest, debt service reserves and the fees of any rating agency rating any District Obligations.

"County IDA" means the Industrial Development Authority of the County of St. Louis, Missouri.

"County Recorder" means the St. Louis County Recorder of Deeds.

"Debt Service Reserve Fund" means the fund established with the Trustee to fund the repayment of the District Obligations in accordance with this Agreement.

"Developer" means Chesterfield Blue Valley, LLC, a Missouri limited liability company, together with its successors and/or assigns.

"Development" means the construction of a retail outlet mall development on the Property, initially consisting of approximately 300,000 square feet of retail outlet mall space and ancillary retail and other commercial uses, such as the development of additional shopping centers, office space, hotel space, "outlots" for sale or lease to other commercial and retail operations, and other sales tax generating retail activities, all located within the District.

"District" means the Chesterfield Blue Valley Community Improvement District, a political subdivision of the State of Missouri.

“District Bonds” means the sales tax revenue bonds issued by or on behalf of the District under the Financing Documents and in accordance with this Agreement. The form of District Bonds shall be attached to and incorporated as part of the Financing Documents.

“District Notes” means the sales tax revenue notes issued by or on behalf of the District under the Financing Documents and in accordance with this Agreement. The form of District Notes shall be attached to and incorporated as part of the Financing Documents.

“District Obligations” means any District Bonds, District Notes or other obligations issued by or on behalf of the District to pay or otherwise reimburse Reimbursable Project Costs.

“District Project” means the improvements within the boundaries of the District as described in Exhibit A, attached hereto and incorporated herein by reference, which may be completed in Phases.

“District Revenues” means the proceeds of the District Sales Tax and the Special Assessment on deposit in the Revenue Fund under this Agreement. District Revenues shall not include (a) the amount retained by the Missouri Department of Revenue for the cost of collecting such tax, (b) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, and (c) any sum received by the District which is the subject of a suit or other claim communicated to the District which suit or claim challenges the collection of such sum.

“District Sales Tax” means the sales and use tax levied by the District on the receipts from the sale at retail of all eligible tangible personal property and taxable services at retail within its boundaries pursuant to the CID Act in the amount equal to one percent (1%).

“Event of Default” means any event specified in Section 7.1 of this Agreement.

“Excusable Delays” means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any federal or State regulatory body, unforeseen site conditions, material litigation commenced by parties other than a Party and not caused by any Party’s failure to perform. Excusable Delays shall extend the time of performance as further provided in Section 4.1 and Section 7.5 hereof.

“Final Certificate of Substantial Completion” means a Certificate of Substantial Completion clearly designating on its face, in writing that it is the “Final Certificate of Substantial Completion”, delivered by the Developer to the District and the City in accordance with this Agreement and which, upon the District’s and the City’s acceptance thereof, will evidence the Developer’s satisfaction of all obligations and covenants to perform the District Project.

“Financing Documents” means the necessary documents entered into by and among the District, such other entity issuing the District Obligations on behalf of the District (if applicable), and the Trustee in connection with the issuance of the District Obligations, in form and substance mutually acceptable to all Parties hereto.

“Funding Agreement” means that certain funding agreement between the Developer and the City dated as of February 6, 2012, as may be amended from time to time.

“Governmental Approvals” means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, or other subdivision, zoning, or similar approvals required for implementation and construction of the District Project.

"Mayor" means the Mayor of the City.

"Operating Costs" means overhead expenses of the District for administration, supervision and inspection incurred in connection with the District Project. Operating Costs include, without limitation, the following: (a) reimbursement to the City for actual expenditures by the City in connection with its review of the District's activities pursuant to Section 67.1461.3 and Section 67.1511.2(3) of the CID Act and **Section 4.8** of this Agreement; (b) expenses incurred in the exercise of the contractual powers of the District pursuant to Section 67.1461.1(5) of the CID Act; (c) reimbursement to the Developer for the costs of filing and defending the Petition and all publication and incidental costs incurred in obtaining the CID Ordinance; (d) costs related to any authorized indebtedness of the District, including the Costs of Issuance and repayment of District Obligations pursuant to Section 67.1461.1(12) and Section 67.1491 of the CID Act; (e) the cost of insurance obtained by the District pursuant to Section 67.1461(3) of the CID Act; (f) the cost of any audit pursuant to Section 67.1461.1(5) of the CID Act; and (g) expenses incurred by the District in the exercise of the powers granted under Section 67.1461.1(29) of the CID Act, which consist of paying the costs of compensating employees or contractors, paying the costs of suits by or against the District, the cost of purchasing personal property necessary or convenient for the District's activities, the costs of conducting economic, planning, marketing or other studies and the costs of collection and disbursement of funds for District activities.

"Operating Fund" means the fund established with the Trustee from which Operating Costs shall be paid. The Operating Fund shall be funded from District Revenues on deposit in the Revenue Fund in an amount equal to the Annual Operating Fund Deposit.

"Outlet Mall Phase" means the construction of at least 300,000 square feet of gross leasable space for use as an upscale retail outlet center of a similar quality and tenant mix as the "Premium Outlet Centers" portfolio developed by Simon Property Group Inc. and opened on or after January 1, 2007.

"Payment Date" means any date on which the principal of or interest on any District Obligations is payable.

"Permitted Assigns" means the Simon Property Group Inc. and/or The Woodmont Company, or a related entity of either or both (including, but not limited to CPG Partners, L.P.).

"Petition" means the Petition for the Creation of a Community Improvement District filed with the City on or about March 29, 2012.

"Phase" means any phase of the District Project as further set forth in the Petition; provided, however, that notwithstanding the schedule provided in **Section 4.1**, construction of the Phases can commence in any order.

"Prime Rate" means the Prime Rate reported in the "Money Rates" column or any successor column of The Wall Street Journal, currently defined therein as the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks, as of the date of initial issuance of the District Notes. If The Wall Street Journal ceases publication of the Prime Rate, then "Prime Rate" shall mean the "Prime Rate" or "base rate" announced by Bank of America, N.A., or any successor thereto.

"Property" means all of the real property legally described on Exhibit D, attached hereto and incorporated herein by reference, which constitute the boundaries of the District.

"Reimbursable Project Costs" means all actual and reasonable costs and expenses that are incurred by or at the direction of the Developer with respect to construction of any Phase of the District

Project, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors and materialmen in connection with the construction contracts awarded for the District Project that is constructed or undertaken by the Developer, plus all actual and reasonable costs to plan, finance, develop, design and acquire the District Project, including but not limited to the following:

- (a) all actual and reasonable costs of the District Project as set forth in Exhibit A;
- (b) all Costs of Issuance incurred in connection with the issuance of the District Obligations;
- (c) all planning, legal, administrative and other costs of the City associated with the District Project including, but not limited to, legal and administrative costs incurred or charged by the City in connection with the creation of the District and the negotiation of this Agreement;
- (d) all Operating Costs of the District advanced by the Developer pursuant to the terms of this Agreement; and
- (e) all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement and financing of the District Project and which may lawfully be paid or incurred by the District under the CID Act.

"Revenue Fund" means the fund established with the Trustee into which District Revenues shall be deposited.

"Special Assessment" means a discretionary special assessment that may be levied by the Board of Directors against the real property within the boundaries of the District to provide additional revenues to pay for debt service shortfalls on the District Obligations, as further authorized pursuant to Section 67.1521 of the CID Act.

"State" means the State of Missouri.

"Trust Fund" means a special trust account to be known as the "Chesterfield Blue Valley Community Improvement District Trust Fund" established by the District pursuant to Section 3.2 of this Agreement.

"Trustee" shall mean the trustee under the Financing Documents executed in connection with the issuance of the District Obligations.

ARTICLE II. REPRESENTATIONS OF PARTIES

Section 2.1 Representations by the District. As of the effective date of this Agreement, the District represents that:

- (a) The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State, including particularly the CID Act.
- (b) By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement and to carry out its obligations hereunder, acting by and through its duly authorized officers.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

(d) There is no litigation or proceeding pending or, to the District's knowledge, threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

(e) Construction of the District Project is of significant value to the District, the property within the District and the general public. The District Project will promote the economic welfare and the development of the City and the State through: (i) the creation of temporary and permanent jobs; (ii) the stimulation of additional development within the District; and (iii) the increase in local and state tax revenues. Further, the District finds that the District Project conforms to the purposes of the CID Act.

Section 2.2 Representations by the City. As of the effective date of this Agreement, the City represents that:

(a) The City is duly organized and existing under the Constitution and laws of the State as a third-class city.

(b) The City is authorized to enter into this Agreement and to carry out its obligations under this Agreement and the Mayor has been duly authorized to execute and deliver this Agreement.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

(d) There is no litigation or proceeding pending or, to the City's knowledge, threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

Section 2.3 Representations by the Developer. As of the effective date of this Agreement, the Developer represents that:

(a) The Developer is a limited liability company duly organized and existing under the laws of the State.

(b) As of the date of this Agreement, the Developer represents that it is the owner of record or the owner under contract of all of the Property necessary to complete the District Project and the Development, and that the power of eminent domain is not necessary to construct the District Project or the Development.

(c) The Developer has all necessary power and authority to execute, deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms.

(d) The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(e) No litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer or any member or owners of the Developer relating to the District Project. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer of the terms and provisions of this Agreement.

(f) The Developer is in material compliance with all laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, or operations as contemplated by this Agreement.

ARTICLE III. COLLECTION OF FUNDS

Section 3.1 Imposition of the District Sales Tax. Prior to the issuance of District Obligations, the District will approve a resolution that, subject to qualified voter approval, imposes the District Sales Tax; provided, however, that the District shall not file notice of the results of such qualified voter approval with the Missouri Department of Revenue until: (a) the Developer has transferred its interest in the portion of the real property underlying the District to be developed as the Outlet Mall Project to the Permitted Assigns, and (b) the Developer (or its successors or assigns) has incurred at least \$10,000,000 in hard construction costs related to the District Project; provided, however, that if neither of these events has occurred on or before February 28, 2014, then no such notice shall be filed and the District will be terminated. The District will use the District Sales Tax Revenues to pay the Operating Costs of the District and, through the issuance of District Obligations, to reimburse the Developer for Reimbursable Project Costs. The District shall have no obligation to reimburse the Developer for Reimbursable Project Costs unless and until the District and the City have approved a Certificate of Reimbursable Project Costs in accordance with Section 4.5 of this Agreement.

Section 3.2 Administration and Collection of the District Sales Tax.

(a) The Parties expect the District Sales Tax to be collected by the Missouri Department of Revenue, as provided in the CID Act. The Parties shall cooperate with the Missouri Department of Revenue in all respects and as necessary for the collection by the Missouri Department of Revenue of the District Sales Tax.

(b) Upon receipt of District Sales Tax Revenues, the District shall deposit the same into the Trust Fund and shall transfer, subject to annual appropriation by the Board of Directors, the money in the Trust Fund to the Trustee for application as contemplated in **Section 3.4** and **Section 5.7** of this Agreement. District Sales Tax Revenues shall be collected, applied and used only as follows: first, to make deposits into the Operating Fund and to apply the money therein in accordance with **Section 3.4** of this Agreement; and second, to make deposits into the Revenue Fund and to apply the money therein in accordance with **Section 5.7** of this Agreement.

(c) When all District Obligations have been repaid in full, the Board of Directors shall take such actions as may be necessary to repeal the District Sales Tax and to cause the District to be dissolved as further described in **Section 3.8** of this Agreement.

Section 3.3 Collection Fee for the District Sales Tax. The Parties hereby acknowledge that the Missouri Department of Revenue may deduct from District Sales Tax Revenues its own collection and administrative fee as provided for in the CID Act.

Section 3.4 Enforcement of the District Sales Tax.

(a) The District shall take all actions necessary for enforcement of the District Sales Tax. The District may prosecute or defend any action, lawsuit or proceeding or take any other action involving third persons that the District deems reasonably necessary to secure the payment of the District Sales Tax. The Developer covenants to cooperate and take all reasonable actions necessary to assist the District in the enforcement of the District Sales Tax.

(b) The District shall report all violations of the Sales Tax Law, Sections 144.010 to 144.525, of the Revised Statutes of Missouri, as amended (the "**Sales Tax Law**"), to the Missouri Department of Revenue for enforcement to the extent that such violations result in the District's inability to collect the District Sales Tax in a timely manner as provided for in the Sales Tax Law. If the Missouri Department of Revenue notifies the District that it refuses to undertake enforcement of the District Sales Tax, the District shall promptly initiate an action to enforce collection. Notwithstanding anything to the contrary in this Agreement, the District is not obligated to undertake any enforcement action if the cost of such enforcement is, in the opinion of the District, reasonably expected to exceed the amount of revenues sought to be collected.

Section 3.5 Special Assessment.

(a) The District does not intend to levy the Special Assessment; however, in the event that the proceeds generated by the District Sales Tax are insufficient to satisfy the debt service payments on the District Obligations, the District shall have the right to levy the Special Assessment to provide additional revenues to the District to fund such payments. The maximum rate of the Special Assessment shall be as set forth in the Petition, as further defined in the special assessment petition and the authorizing resolution of the Board of Directors required pursuant to Section 67.1521 of the CID Act. In the event that the maximum rate of the Special Assessment exceeds the maximum rate set forth in the Petition, the District and the Developer shall cause the Petition to be amended to incorporate such increase to the maximum rate as required by Section 67.1421 of the CID Act.

(b) The proceeds of the Special Assessment shall be collected by St. Louis County, Missouri, pursuant to the procedures set forth in the CID Act, and shall be deposited into the Trust Fund as further provided herein.

Section 3.6 Operating Costs. Money in the Operating Fund shall be used to pay Operating Costs, to pay the principal of or interest on District Obligations, or for any other lawful purpose of the District, as determined by the Board of Directors. The expected Operating Costs shall be included in the District's annual budget, as provided in **Section 4.8** of this Agreement, but shall not exceed the Annual Operating Fund Deposit. If District Revenues are not sufficient to fund the Annual Operating Fund Deposit in any given year, such unfunded amount shall be paid by the Developer. All funds advanced by the Developer pursuant to this Section shall be considered Reimbursable Project Costs.

Section 3.7 Records of the District Revenues. The District shall keep accurate records of the District Revenues collected. Any District records pertaining to the District Sales Tax or the Special Assessment shall be provided to any person upon written request, to the extent permitted by law.

Section 3.8 Repeal of the District Revenues. As long as any District Obligations are outstanding, the District shall not repeal or reduce the District Sales Tax without the City's prior approval. Upon satisfaction in full or, if not satisfied in full, upon final maturity of the District Obligations, the District shall immediately implement the procedures in the CID Act for repeal of the District Revenues and for abolishment of the District; provided, however, the District shall not implement the procedures for repeal or modification of the District Revenues and abolishment of the District if the District, with the prior written consent of the City, has approved another project pursuant to the CID Act. Upon repeal of the District Revenues, the District shall:

(a) Pay all outstanding Operating Costs; and

(b) Retain any remaining District Revenues until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act.

ARTICLE IV.

CONSTRUCTION AND FINANCING OF DISTRICT PROJECT

Section 4.1 Design and Construction of District Project. The Developer, as the District's agent, shall design and construct the District Project on behalf of the District. The Developer agrees to design and construct the District Project in one or more Phases in accordance with plans approved by the City.

No later than February 28, 2015, the Developer shall submit to the City a Certificate of Substantial Completion for the Outlet Mall Phase of the District Project, which shall confirm the completion of the Outlet Mall Phase of the District Project consistent with the plans for the development of such Phase approved by the City pursuant to the City Code. Each subsequent Certificate of Substantial Completion shall confirm the completion of the Phase of the District Project consistent with the plans for the development of such Phase as approved by the City pursuant to the City Code.

Notwithstanding any other language herein to the contrary, no Excusable Delays shall extend the outside date for substantial completion of the Outlet Mall Phase the District Project beyond February 28, 2016.

The Developer shall advance all costs and expenses necessary for completion of the District Project, in accordance with **Section 4.4** of this Agreement.

Section 4.2 Blue Valley Transportation Project. The Developer has previously entered into that certain Transportation Development Agreement with the Chesterfield Valley Transportation Development District (the "**Chesterfield Valley TDD**") dated as of June 15, 2009 (the "**TDD Agreement**"). As of the date of this Agreement, the Developer has agreed to construct certain transportation-related improvements as described therein (the "**Blue Valley Transportation Project**"), and the Chesterfield Valley TDD has agreed to provide the Developer with the proceeds of any additional obligations it issues to finance the Blue Valley Transportation Project, but only after the Chesterfield Valley TDD has fully financed its existing and unfunded transportation-related improvements. However, in the event that any portion of the Blue Valley Transportation Project is included within the Retail Outlet Phase of the District Project, the costs related to that portion of the Blue Valley Transportation Project may be reimbursed from District Revenues as provided herein, after the Chesterfield Valley TDD has contributed all available revenues under the TDD Agreement. Notwithstanding any language in this section to the contrary, the parties hereto acknowledge and agree that the TDD Agreement may be amended after the execution of this Agreement, in which case, with the prior written consent of the City and the District, the terms of the TDD Agreement, as amended, would control.

Section 4.3 Application of Prevailing Wage, Public Bidding and Other Laws. To the extent that prevailing wage, public bidding or other requirements of State and local laws, codes and regulations apply to any portion of the District Project, the Developer covenants and agrees to take all such actions as are necessary to comply with such laws, regulations or requirements, and the District shall cooperate with the Developer to the extent required to comply with the foregoing requirements. The Developer shall indemnify and hold harmless the City and the District from any liability resulting to either of them from failure of either the Developer or any contractor or subcontractor to pay prevailing wages or to otherwise comply with any public bidding or other requirements of State and local laws, codes and regulations that apply to any portion of the District Project.

Section 4.4 Financing the District Project.

(a) Pursuant to the terms of the Funding Agreement, the Developer has previously paid \$50,000 to the City to allow the City to pay certain preliminary costs including, without limitation, legal and planning expenses incurred in relation to the City's establishment of the District, the negotiation of this Agreement, and the participation and responsibilities with regard to the ongoing operation, functions and administration of the District. To the extent that the City incurs additional legal and planning expenses related to the District or this Agreement that have not previously been reimbursed pursuant to the Funding Agreement, the Developer agrees to pay or reimburse the City for the payment of such expenses. All sums advanced to the City under this Section (including costs advanced under the Funding Agreement) shall constitute Reimbursable Project Costs and may be reimbursed to the Developer solely as provided in this Agreement.

(b) The Developer agrees to advance all costs of design, construction and installation of the District Project. All such funds so advanced shall be subject to reimbursement as Reimbursable Project Costs solely as provided for in this Agreement.

(c) Reimbursable Project Costs shall not exceed \$30,000,000 plus Costs of Issuance, accrued interest, capitalized interest, a debt service reserve fund, Operating Costs, and the sum advanced by the Developer pursuant to **Section 4.4(a)** above.

Section 4.5 Reimbursements Limited to Reimbursable Project Costs; Developer's Right to Substitute. Costs incurred by the Developer in connection with the District Project will be eligible for reimbursement upon submission by the Developer, and acceptance by the District and the City, of a Certificate of Reimbursable Project Costs, as set forth below:

(a) The Developer may submit to the District and the City no more frequently than once per month, a Certificate of Reimbursable Project Costs in substantially the form attached as Exhibit B, attached hereto and incorporated herein by reference. Said certificate shall be accompanied by itemized invoices, receipts or other information that will demonstrate to the District's and the City's satisfaction that any cost has been incurred and qualifies for reimbursement pursuant to this Agreement.

(b) The City and the District shall notify the Developer in writing within 30 days after each submission of its approval or disapproval of the costs identified in each Certificate of Reimbursable Project Costs. If the City or the District determines that any cost identified as a Reimbursable Project Cost is not a Reimbursable Project Cost under this Agreement or the CID Act, such party shall so notify the Developer in writing within 30 days after the submission, identifying the ineligible cost and the basis for determining the cost to be ineligible. The Developer shall then have the right to identify and substitute other costs as Reimbursable Project Costs, which shall be included with a supplemental application for payment submitted within 30 days after the City's or the District's notification of any ineligible costs. The City and the District shall then review and notify the Developer in writing within 30 days after submission of its approval or disapproval of the costs identified in the supplemental application for payment.

(c) The Developer shall be entitled to reimbursement for Reimbursable Project Costs up to \$30,000,000 plus Costs of Issuance, accrued interest, capitalized interest, a debt service reserve fund, Operating Costs, and the sum advanced by the Developer pursuant to **Section 4.4(a)** above. The \$30,000,000 portion of the reimbursement shall be allocated under the following conditions:

- (i) No more than \$10,000,000 may be used to reimburse "Peripheral" Reimbursable Project Costs as further described on Exhibit A, attached hereto and incorporated herein by reference; and
- (ii) All such Reimbursable Project Costs under the "Peripheral" column of Exhibit A related to "Outlet Boulevard" and "Premium Way," as further described in Exhibit A (Items 2A and 2D) and "1/2 Acre Park/Chestnut Tree Preservation" as further described on Exhibit A (Item 20) shall be incurred and such project element completed before any "Peripheral" costs related to "Earthwork/Grading/Seepage, Silt Control/Select Fill," as further described on Exhibit A (Item 1) are included as Reimbursable Project Costs. Only after the previously identified projects in this subparagraph have been completed and approved for reimbursement may any other "Peripheral" costs qualify as eligible Reimbursable Project Costs.

(d) The Developer shall provide such information as the District or the City may request, and shall make its books and records available to both the District and the City in order for those entities to confirm that any cost qualifies under this Agreement and has been incurred and paid by the Developer. The District and the City, respectively, may retain such consultants as it deems necessary in connection with such review, the costs of which shall Reimbursable Project Costs.

Section 4.6 Certificate of Substantial Completion.

(a) Promptly after substantial completion of each Phase of the District Project in accordance with the provisions of this Agreement, the Developer will furnish to the Construction Inspector a Certificate of Substantial Completion so certifying. The Construction Inspector shall, within 30 days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be deemed accepted by the Construction Inspector unless, prior to the end of such 30-day period after delivery to the Construction Inspector of the Certificate of Substantial Completion, the Construction Inspector furnishes the Developer with specific written objections to the status of such Phase of the District Project, describing such objections and the measures required to correct such objections in reasonable detail. Notwithstanding the foregoing, nothing contained herein shall prohibit the City from enforcing any ordinances, rules or regulations of the City with relation to the District Project, nor will the City's acceptance of any Certificate of Substantial Completion constitute the City's acceptance of the dedication of any personal or real property for public use and/or maintenance.

(b) Upon acceptance of the Final Certificate of Substantial Completion by the Construction Inspector or upon the lapse of 30 days after delivery thereof to the Construction Inspector without any written objections thereto, the Developer may record the Final Certificate of Substantial Completion with the County Recorder, and the same shall constitute evidence of the completion by the Developer of the District Project. The Final Certificate of Substantial Completion shall be in substantially the form attached as Exhibit C, attached hereto and incorporated herein by reference.

Section 4.7 Insurance.

(a) *Construction of District Project and Development.* Prior to the commencement of construction of the District Project or any buildings that are part of the Development, the Developer shall obtain, or shall use reasonable efforts to ensure that the contractor(s) performing such construction work obtain workers' compensation, comprehensive public liability and builder's risk insurance coverage in amounts customary in the industry for similar type projects. The Developer shall deliver to the City evidence of such insurance upon commencement of construction. In the event of any material casualty affecting the improvements, any insurance proceeds shall be applied, to the extent necessary, to rebuild or restore the damaged improvements to at least equal value and substantially the same character as prior to the damage or destruction; subject, however, to rights and prior claims of (and subject to other application of such proceeds pursuant to the directions of) any holder of a deed of trust, mortgage, or similar encumbrance on the Property securing loans, advances or extensions of credit to finance or from time to time refinance all or any part of the costs of the District Project.

(b) *Liability Insurance.* Not less than ten (10) days prior to commencement of construction of every Phase of the District Project, the Developer and/or its general contractor shall provide the City with a certificate of insurance evidencing a commercial general liability insurance policy with coverages of not less than the current absolute statutory waivers of sovereign immunity as set forth in Sections 537.600 and 537.610 of the Revised Statutes of Missouri, as amended. Further, the policy shall be adjusted upward annually, to remain at all times not less than the inflation-adjusted sovereign immunity limits as published in the Missouri Register on an annual basis by the Department of Insurance pursuant to Section 537.610 of the Revised Statutes of Missouri, as amended. The policy shall provide that it may not be cancelled, terminated, allowed to lapse or be substantially modified without at least thirty (30) days prior written notice to the City. The City shall be listed as an additional insured on such certificate. Such policy may be part of a blanket policy, shall include a severability of interests clause and the insurance shall be primary with respect to any applicable insurance maintained by the City. The requirements of this subsection shall terminate upon the City's acceptance of the Final Certificate of Substantial Completion.

Section 4.8 Annual Budget; Annual Financial Statements.

(a) The District shall submit its budget for its first fiscal year to the City by September 30, 2012 and shall approve the same no later than November 30, 2012. Pursuant to Section 67.1471 of the CID Act, for each subsequent fiscal year, the District shall, no earlier than 180 days and no later than 90 days prior to the first day of each fiscal year, submit a proposed budget for the upcoming fiscal year to the City, which shall be approved by the Board of Directors no later than 30 days prior to the first day of each fiscal year. Each budget for the District shall generally be prepared in accordance with all applicable state statutes including Section 67.010 Revised Statutes of Missouri, as amended. The fiscal year of the District shall be the same as that of the City, which shall be a fiscal year beginning January 1 and ending December 31.

(b) The District shall promptly, and in any event within 120 days after the end of each fiscal year, provide to the Developer and the City copies of the annual financial statements of the District prepared by an independent certified public accounting firm.

(c) The District shall annually reimburse the City for the reasonable and actual expenses incurred by the City to review annual budgets and reports of the District required pursuant to this Section upon receipt of an invoice therefor; provided that, such annual reimbursement shall not exceed one and one-half percent (1-1/2%) of the District Revenues collected by the District in such year.

ARTICLE V. DISTRICT OBLIGATIONS

Section 5.1 Reimbursement of Costs; Issuance of District Obligations. The District agrees to reimburse the Developer for Reimbursable Project Costs by the issuance of District Obligations as provided herein. Nothing in this Agreement shall obligate the District to issue, cause to be issued, or further endorse District Obligations for any cost that is not a Reimbursable Project Cost. The District Obligations shall be issued pursuant to the Financing Documents.

Section 5.2 Limited Obligations. The District Obligations issued by or on behalf of the District for reimbursement of Reimbursable Project Costs shall be payable solely from the District Revenues and proceeds of the District Obligations and from no other source, unless expressly authorized by the City. The District Obligations shall be the exclusive responsibility of the District, and shall not constitute a debt or liability or general obligation of the District, the City, the State, any Authority that may issue the District Obligations on the District's behalf, or any agency or political subdivision thereof.

Section 5.3 Use of District Revenues Prior to Issuance of Obligations. In the event that District Revenues are generated and collected before the District Obligations have been issued, then until such issuance and the execution of the Financing Documents, no moneys shall be distributed from the Trust Fund other than as may be necessary to pay reasonable Operating Costs of the City.

Section 5.4 Cooperation in the Issuance of District Obligations.

(a) The Developer and the City covenant to cooperate and take all reasonable actions necessary to assist the District and its Bond Counsel, underwriters and financial advisors in the preparation of offering statements, private placement memoranda or other disclosure documents and all other documents necessary to market and sell District Obligations, as appropriate. The Developer will not be required to disclose to the general public or any investor any proprietary or confidential financial information pertaining to the Developer or any tenant, but upon the execution of a confidentiality agreement reasonably acceptable to the Developer, the Developer shall provide such information to the

District and its Bond Counsel, financial advisors, underwriter and their counsel to enable such parties to satisfy their due diligence obligations. Such compliance obligation shall be a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

(b) If either the proceeds of the District Obligations or the District Revenues are insufficient to fund Costs of Issuance, such unfunded amount shall be paid by the Developer. All funds advanced by the Developer pursuant to this Section shall be considered Reimbursable Project Costs.

Section 5.5 No Other Obligations or Uses of District Revenues. The District shall not issue or cause to be issued any other indebtedness or obligations secured by the District Revenues generated or to be generated from the District other than the District Obligations provided for under this Agreement.

Section 5.6 District Notes. Subject to the requirements of this Agreement, the District shall issue or cause to be issued the District Notes in the form and substance as dictated by the Financing Documents and the resolution approved by the Board of Directors approving the issuance of the District Notes. The District Notes shall bear interest at a fixed rate per annum equal to (i) the Prime Rate as of the date of initial issuance plus two percent (2%) (but in no event in excess of 10%) (the "Taxable Rate") from the date of initial issuance and delivery of District Notes, if the interest on the District Notes (in the opinion of Bond Counsel) is not exempt from federal income taxation, or (ii) the tax-exempt equivalent of the Taxable Rate as documented by a mutually acceptable financial institution, if the interest on the District Notes (in the opinion of Bond Counsel) is exempt from federal income taxation. Interest that remains unpaid on any Payment Date shall be compounded semiannually.

Section 5.7 Application of District Revenues.

(a) The District agrees to pay to the Trustee, not later than the 15th calendar day of each month (or the next Business Day thereafter if the 15th day is not a Business Day) for deposit in the Revenue Fund, all District Revenues on deposit in the Trust Fund, to the extent appropriated by the District, as follows:

First, for transfer to the Operating Fund, the Annual Operating Fund Deposit (said funds to be applied in accordance with Section 3.4 of this Agreement); and

Second, for transfer to the Revenue Fund, all remaining District Revenues (said funds to be applied in accordance with paragraph (b) of this Section).

(b) Moneys in the Revenue Fund on the 40th day prior to each Payment Date (or if such date is not a Business Day, the immediately preceding business day) shall be applied by the Trustee to the extent necessary for the purposes and in the amounts as further set forth in the Financing Documents.

Notwithstanding the foregoing, if the District has issued or cause to be issued District Bonds to refund only a portion of the District Notes, then money shall be applied to the payment of any remaining District Notes as further described in Section 5.10 hereof.

Section 5.8 Conditions Precedent to Issuance of District Notes.

(a) No District Notes shall be issued until such time as: (1) the District and the City have received and accepted a Certificate of Reimbursable Project Costs for a particular Phase of the

District Project from the Developer; (2) the Developer has evidenced that it has transferred its interest in the portion of the Property necessary to construct the Retail Outlet Phase to the Permitted Assigns and (3) the Developer (or its successors or assigns) has incurred at least \$10,000,000 in hard construction costs related to the Retail Outlet Phase of the District Project.

(b) Within 15 business days after acceptance by the District and the City of each Certificate of Reimbursable Project Costs relating to a Phase, the District shall issue District Notes for such Phase. If District Notes have already been issued for the particular Phase, the District will request the Trustee to endorse those District Notes in an amount equal to the approved Reimbursable Project Costs. Upon the acceptance by the District and the City of a Certificate of Reimbursable Project Costs and the endorsement to the District Notes as provided herein, the Developer shall be deemed to have advanced funds necessary to purchase such District Notes and the District shall be deemed to have deposited such funds in a project fund created under the Financing Documents for the District Project and shall be deemed to have reimbursed the Developer in full for such costs from the amounts deemed to be on deposit from time to time.

Section 5.9 Holdback from Issuance of District Notes. The District shall withhold or cause to be withheld endorsement or issuance of the final 5% of the maximum amount of the District Notes until the District and the City have accepted the Final Certificate of Substantial Completion for the applicable Phase.

Section 5.10 District Bonds. The District may issue or cause to be issued on its behalf District Bonds in an amount sufficient to refund all or a portion of the outstanding District Notes and all or any portion of the Reimbursable Project Costs not previously financed by the issuance of District Notes. If the District is unable for any reason to refund all of the outstanding District Notes or issue District Bonds to finance all Reimbursable Project Costs, the District may issue or cause to be issued District Bonds to refund only a portion of the District Notes or finance only a portion of the Reimbursable Project Costs, and the Developer agrees to subordinate any remaining District Notes to such District Bonds; provided, however, that if the revenues generated by the District Project are sufficient to pay scheduled debt service on the District Bonds, maintain a 1.4X debt service reserve fund, the proceeds of which would be used to redeem the District Bonds, and reasonable and customary expenses, then the District may, use any excess revenue to pay debt service on such subordinate District Notes. The Financing Documents related to the District Bonds shall govern the terms of the subordinate District Notes. If necessary, the District may request that the parties hereto modify this provision; however, whether the City consents to such requested modifications remains in its sole discretion.

Section 5.11 Conditions Precedent to Issuance of District Bonds. No District Bonds shall be issued by or on behalf of the District until such time as:

(a) the Developer has submitted a schedule to the District and the City evidencing that the District Project will be completed in accordance with the construction schedule provided in **Section 4.1** of this Agreement;

(b) the Developer provides a guaranty or other security reasonably acceptable to the District, its underwriter, Bond Counsel and the City evidencing that the Developer will repurchase the District Bonds if the Developer (or its successors or assigns) have not submitted a Certificate of Substantial Completion for the Retail Outlet Phase by February 28, 2015, notwithstanding any Excusable Delays; and

(c) the parties provide such other certificates, statements, receipts and documents as may be reasonably required by the District, its underwriter, Bond Counsel or the City for issuance and

delivery of the District Bonds by or on behalf of the District, purchase of such District Bonds by the underwriter and issuance and delivery of an opinion of Bond Counsel to the effect that the District Bonds constitute valid and legally binding obligations of the District or its designated issuer and whether the interest on the District Bonds is excludable from the gross income of the owners thereof for federal income tax purposes.

Section 5.12 Pledge of District Revenues. Upon the issuance of District Obligations, the District shall pledge all District Revenues attributable to the Special Assessment and, subject to annual appropriation, pledge all District Revenues attributable to the District Sales Tax, on deposit in the Trust Fund (less the Annual Operating Fund Deposit) to the payment of debt service on the District Obligations in accordance with this Agreement, the Financing Documents and the resolution approved by the Board of Directors approving the issuance of the District Notes.

Section 5.13 Covenant to Request Annual Appropriation. The District agrees to cause the officer of the District at any time charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the District for each fiscal year that the District Obligations are outstanding, a request for an appropriation of District Sales Tax Revenues for application to the payment of District Obligations in accordance with this Agreement.

Section 5.14 Governance of the District.

(a) The Board of Directors shall consist of five (5) members to be appointed by the Mayor with the consent of the City Council pursuant to the CID Act, the Petition and the CID Ordinance. The number of persons constituting the Board of Directors shall not be increased by the District without the consent of both the Developer and the City.

(b) Each director must have all of the following characteristics:

- (i) be a citizen of the United States;
- (ii) be a Missouri resident for at least one year prior to appointment to the Board of Directors;
- (iii) be at least eighteen (18) years of age; and
- (iv) be either:
 - (A) an owner as defined in Section 67.1401.2(11) of the CID Act of real property located within the District (or a legally authorized representative thereof);
 - (B) a business operating within the District (or a legally authorized representative thereof); or
 - (C) a registered voter residing within the District.

(c) The City may designate an advisory member to the Board of Directors, who will receive copies of all meeting agendas and related documents at least seven (7) business days in advance of any meeting of the Board of Directors, and may attend all open and closed meetings of the Board of Directors, but shall have no voting power.

Section 5.15 Issuance of District Obligations by County IDA. Notwithstanding any other language herein to the contrary, the District is permitted, pursuant to Section 67.1491.4 of the CID Act, to contract with the County IDA or any industrial development authority of the City to issue the District Obligations and to loan the proceeds of the District Obligations to the District for the purpose of carrying out its powers, duties and purposes under this Agreement. Accordingly, the City, the Developer and the District acknowledge and agree that the District may enter into a cooperative agreement with the County IDA to issue the District Obligations in a manner consistent with the terms of this Agreement.

ARTICLE VI. SPECIAL COVENANTS

Section 6.1 Records of the District.

(a) The District shall keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles consistently applied. Pursuant to Section 67.1471 of the CID Act, the District shall, within 120 days after the end of each fiscal year, submit a report to the City and the Missouri Department of Economic Development stating the services provided, revenues collected and expenditures made by the District during such fiscal year, and copies of written resolutions approved by the Board of Directors during the fiscal year.

(b) The District shall make its books and records available to the City and will furnish to the City such information as it may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to determine whether the covenants, terms and provisions of this Agreement have been met. The City may retain such consultants as it deems necessary in connection with such review, the cost of which shall be an Operating Cost payable by the District or the Developer in accordance with this Agreement. For that purpose, all pertinent books, documents and vouchers relating to the District's business, affairs and properties shall at all times during regular business hours be open to the inspection of such consultants (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as the District reasonably requires).

Section 6.2 Developer's Covenants Related to the District. The Developer covenants and agrees as follows:

(a) The Developer shall in good faith cooperate and assist in obtaining approval for and levying of the District Sales Tax contemplated by this Agreement by voting to approve the District Sales Tax at an election held in accordance with Section 67.1545 of the CID Act.

(b) The Developer shall in good faith cooperate and assist the District by taking all reasonable actions necessary to cause District Revenues to be paid and deposited into the Trust Fund, including its cooperation with the District, St. Louis County, Missouri, and the Missouri Department of Revenue or the Authorized District Representative in the enforcement and collection of all such payments through all reasonable and ordinary means of enforcement.

(c) The Developer waives the right to file suit to set aside the District Revenues or otherwise question the validity of the proceedings relating thereto.

(d) The Developer shall not cause the District to impose any other sales taxes, special assessments, real property taxes or other fees or charges for use of property owned by the District not authorized by the Petition without the prior written consent and requisite approval of the City.

(e) The Developer shall notify the District in writing of any sale, lease, transfer or other disposition of any real property within the District that is owned by the Developer or a related entity, which notice shall be given within 15 days after the date of said sale, lease, transfer or other disposition. Said notice shall specify the name and address of the person or entity that acquired any or all of the real property located within the District and shall identify the real property sold, leased, transferred or otherwise disposed, whether by voluntary transfer or otherwise.

(f) The Developer shall cooperate with the District and the City to obtain approval of any proposal for the abolishment of the District pursuant to the CID Act, subject to the terms of this Agreement.

The Developer's covenants in this Section shall run with the land to any purchaser, tenant or transferee of any of the Developer's real property within the District and the Developer shall record or cause to be recorded this Agreement or a memorandum of such covenants with the County Recorder. Upon execution of this Agreement, the Developer shall use reasonable efforts to specifically include the covenants in this Section in all deeds, leases and other instruments by which the Developer conveys an interest in real property within the District; provided that, the Developer shall have no obligation to include such covenants in any deeds, leases or other instruments by which the Developer has conveyed an interest in real property within the District prior to the execution of this Agreement.

Section 6.3 Governmental Approvals. The City agrees to employ reasonable and good faith efforts to cooperate with the Developer and the District and to process and timely consider and respond to all applications for Governmental Approvals as received, all in accordance with the applicable Sections of the City Code and laws of the State. The City shall cooperate with the Developer and the District in their efforts to obtain all approvals for the construction of the District Project and to provide the Developer and the District with all reasonable assistance in expediting any and all permits necessary to proceed with the District Project.

Section 6.4 Future Special Taxing District Formation. Except as set forth below, the Developer (including its successors and assigns, and any entities related thereto), hereby covenants and agrees that it will not directly or indirectly challenge, or participate in any challenges to, the formation of any special taxing district within the jurisdiction of the City, or otherwise question the validity of the proceedings related thereto, including but not limited to the formation of any transportation development district pursuant to the TDD Act, or any community improvement district pursuant to the CID Act. Further, the Developer (including its successors and assigns, and any entities related thereto) hereby waives any right it may otherwise have to do so. In the event that such action is taken prior to the satisfaction of the criteria necessary to impose the District Sales Tax as further set forth in **Section 3.1**, then the District shall be terminated. The foregoing shall not apply to the formation of any transportation development district, community improvement district or other special taxing district being formed or proposed on property that is owned by Developer (including its successors and assigns, and any entities related thereto), which Developer shall still have the right to challenge.

ARTICLE VII. DEFAULTS AND REMEDIES

Section 7.1 Events of Default. If any Party fails in the performance of any covenant, agreement or obligation imposed or created by this Agreement, and such default continues for 60 days (or such longer period of time required if the defaulting Party determines, with the consent of the other Parties, that such default cannot reasonably be cured within such 60-day period) after a non-defaulting Party has given written notice to the defaulting Party specifying such default and an opportunity to cure, such event shall constitute an Event of Default under this Agreement.

Section 7.2 Remedies on Default. If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such Event of Default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents and employees, and may require and compel duties and obligations required by the provisions of this Agreement.

Section 7.3 Rights and Remedies Cumulative. The rights and remedies reserved by the Parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each Party hereby waives the right to raise such defense in any proceeding in equity.

Section 7.4 Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 7.5 Excusable Delays. No Party shall be deemed to be in default of this Agreement because of Excusable Delays; provided, an Excusable Delay shall not be deemed to exist (a) as to any matter that could have been avoided by the exercise of due care, (b) as to any matter initiated or unreasonably sustained by the Party claiming the Excusable Delay, and (c) unless the Party claiming the Excusable Delay provides written notice to the other Parties within 30 days after such Party has actual notice of the claimed event.

ARTICLE VIII. MISCELLANEOUS

Section 8.1 Effective Date. This Agreement shall become effective against the Developer or the City on the date set forth herein following the passage of an ordinance by the City Council approving the same, and against the District on the date that the Board of Directors adopts a resolution authorizing execution of the same.

Section 8.2 Federal Work Authorization Program. The Developer acknowledges that Section 285.530 of the Revised Statutes of Missouri, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri, and that, to the extent that the employees of the Developer working in connection with the District Project and the Development apply, the Developer is required to comply with the provisions of Section 285.530 of the Revised Statutes of Missouri, as a condition to the receipt of the incentives described herein with respect to the such employees working in connection with the District Project and the Development. At the time of submission of each Certificate of Reimbursable Project Costs and each Certificate of Substantial Completion, the Developer will provide a sworn affidavit and supporting documentation affirming participation in a qualified work authorization program as evidence of its compliance with Section 285.530 of the Revised Statutes of Missouri with respect to the employees of the Developer working in connection with the District Project and the Development.

Section 8.3 Release and Indemnification. The indemnifications and covenants contained in this Section shall survive termination or expiration of this Agreement.

(a) Notwithstanding any other provision of this Agreement to the contrary, the City and its governing body members, officers, agents, servants, employees and independent contractors shall not be liable to the District or the Developer for damages or otherwise if all or any part of the CID Act or any resolution or ordinance adopted in connection with the creation of the District, the imposition of the District Revenues, the District Project or this Agreement, is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the District or the Developer are prevented from enjoying the rights and privileges hereof; however, if such an event does occur, then the City agrees to cooperate with the Developer to use reasonable good faith efforts to take such actions as are reasonably necessary to re-form the District in a manner consistent with this Agreement.

(b) The District and the Developer release from and covenant and agree that the City, its governing body members, officers, employees, agents and independent contractors shall not be liable for, and agrees, to the extent permitted by law, to hold harmless and indemnify the City, its governing body members, officers, employees, agents and independent contractors, from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys fees and expenses, resulting from, arising out of, or in any way connected with: (1) the creation of the District, (2) the imposition of the District Revenues, (3) the construction of the District Project, (4) the negligence or willful misconduct of the District or the Developer, their respective employees, agents or independent contractors in connection with the design management, development, redevelopment and construction of the District Project, and (5) the District's or the Developer's failure to comply with any applicable state, federal or local laws, regulations and ordinances as applicable to the property within the boundaries of the District.

(c) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its governing body members, officers, agents, servants or employees in their individual capacities.

(d) No official, employee or representative of the City shall be personally liable to the District or the Developer (1) in an Event of a Default or breach by any Party under this Agreement or (2) for any amount or any District Obligations which may become due to any Party under the terms of this Agreement.

Section 8.4 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns. The District and the City hereby consent that all or any portion of the rights, interests, powers, privileges and benefits accruing to or vested in the Developer under this Agreement may be (a) assigned to an individual or entity related to the Developer or to the Permitted Assigns; or (b) collaterally assigned by the Developer to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the District Project or the Development, or the right of the transferee of any such collateral assignment to transfer such interest by foreclosure or transfer in lieu of foreclosure under such collateral assignment; provided that the Developer named herein shall remain liable hereunder for the substantial completion of the District Project and shall be released from such liability hereunder only upon the District's and the City's acceptance of the Final Certificate of Substantial Completion and further provided that the Developer provide the District and the City with 15 days' prior notice of any such assignment. Any other assignment or transfer by the Developer is not permitted without the prior written consent of the District and the City.

Section 8.5 Immunities. No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement maintained against any past, present or future elected official, officer, member, employee, director or agent of the City or the District, or of any successor thereto, as such, either directly or through the City or the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such elected officials, officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. The District, as a separate political subdivision of the State, is responsible for compliance with all applicable State laws and agrees to hold harmless and indemnify the City from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys fees and expenses, resulting from, arising out of, or in any way connected with the District's failure to comply with any applicable State law.

Section 8.6 Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement among the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 8.7 Notices. Notices required by this Agreement shall be deemed given if deposited in the United States mail, first class, postage prepaid or reputable overnight carrier and addressed as hereinafter specified.

(a) In the case of the District to:

Chesterfield Blue Valley Community Improvement District
c/o Chesterfield Blue Valley, LLC
7711 Bonhomme Avenue, Suite 901
St. Louis, Missouri 63105
Attention: Chair

with a copy to:

Thomas B. Smallwood
Stinson Morrison Hecker LLP
7700 Forsyth Boulevard, Suite 1100
St. Louis, Missouri 63105

(b) In the case of the Developer to:

Chesterfield Blue Valley, LLC
7711 Bonhomme Avenue, Suite 901
St. Louis, Missouri 63105
Attention: Dean Wolfe

with copies to:

Steven M. Dworkin
Simon Property Group
105 Eisenhower Parkway
Roseland, New Jersey 07068

and:

Stephen Coslik
The Woodmont Company
2100 West 7th Street
Fort Worth, Texas 76107

and:

James Barkley, General Counsel
Simon Property Group
225 S. Washington Street
Indianapolis, Indiana 46204

and

Thomas B. Smallwood
Stinson Morrison Hecker LLP
7700 Forsyth Boulevard, Suite 1100
St. Louis, Missouri 63105

(c) In the case of the City to:

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

with a copy to:

James E. Mello
Armstrong Teasdale LLP
7700 Forsyth Boulevard, Suite 1800
St. Louis, Missouri 63105

or to such other address with respect to any Party as that Party may, from time to time, designate in writing and forward to the other.

Section 8.8 Applicable Law; Common Representation. This Agreement shall be governed by and construed in accordance with the laws of the State. The District and the Developer agree that the engagement of common special legal counsel among such Parties does not materially limit the representation of those Parties and will not adversely affect the relationship among such Parties. To the extent that such common legal representation presents a conflict of interest, the District and the Developer hereby consent to common representation.

Section 8.9 Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement is deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid

or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 8.10 Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[The remainder of this page has intentionally been left blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Mayor

(SEAL)

ATTEST:

City Clerk

ACKNOWLEDGMENT

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

On this ____ day of _____, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared [____], to me personally known, who, being by me duly sworn, did say that said officer is the Mayor of the CITY OF CHESTERFIELD, MISSOURI, a city of the third class, and that said instrument was signed on behalf of said City by authority of its City Council, and said officer acknowledged said instrument to be the free act and deed of said City.

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

Notary Public in and for said State

please affix seal firmly and clearly in this box

CHESTERFIELD BLUE VALLEY COMMUNITY
IMPROVEMENT DISTRICT

By: _____
Chair

(SEAL)

ATTEST:

Secretary

ACKNOWLEDGMENT

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

On this ____ day of _____, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared [Name], to me personally known, who, being by me duly sworn, did say that said individual is the Chair of the CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT, a Missouri community improvement district, and that said instrument was signed in behalf of said district by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said district.

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

Notary Public in and for said State

please affix seal firmly and clearly in this box

CHESTERFIELD BLUE VALLEY, LLC

By:

[Name], [Title]

ACKNOWLEDGMENT

STATE OF MISSOURI

)

) SS.

COUNTY OF ST. LOUIS

)

On this ____ day of _____, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared [Name], to me personally known, who, being by me duly sworn, did say that said individual is the [Title] of CHESTERFIELD BLUE VALLEY, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its members, and said officer acknowledged said instrument to be the free act and deed of said liability company.

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

Notary Public in and for said State

please affix seal firmly and clearly in this box

EXHIBIT A
DESCRIPTION OF DISTRICT PROJECT
AND ESTIMATED REIMBURSABLE PROJECT COSTS

The District Project consists generally of the following:

- (i) causing certain infrastructure and site improvements to be made for the benefit of the entire District, including but not limited to rough grading the land within the District; installation of electricity, water, storm sewer, sanitary sewer, natural gas, data/telecommunications transmission lines within the District in order that said utility services may be available to all lots or parcels within the District; installation of any signs, sidewalks, streetlights, landscaping or other amenities benefiting the entire District; and the construction of parking improvements, streets, access roads, drive lanes and similar improvements within the District;
- (ii) causing the necessary engineering, planning, administrative, and legal work to be done for formation and development of the District as a whole;
- (iii) employing persons for, or contracting for the provision of, landscape and streetscape maintenance services to access drives, lawns, and parking areas on property open to public view (whether owned by the District or by persons within the District) in the District to improve the appearance and image of the District, including but not limited to purchasing, installing and maintaining trees, shrubs, flowers and other vegetation; maintaining pots and planters; planting and replacing trees located along or adjacent to public rights-of-way and private drives; purchasing, installing, operating and maintaining lighting and public art; mowing, seeding and fertilizing grass and other vegetation located in parks, boulevards and public rights-of-way;
- (iv) providing or contracting for the provision of cleaning and maintenance services on property open to public view in order to improve the appearance and image of the District, including, but not necessarily limited to litter removal, purchase and maintenance of trash receptacles, cleaning and sweeping of sidewalks, streets, parking areas, private drives, parks and gutters;
- (v) employing or contracting for the provision of personnel to assist landowners, occupants, and users to improve security and safety conditions within the District, including but not limited to addressing public safety concerns, identifying and reporting public nuisances, and (if deemed advisable by the District) conducting security patrols;
- (vi) hiring or contracting for personnel to staff and provide services to the District, and furnishing and equipping such staff necessary to provide the services described above;
- (vii) establishing a reserve fund for future maintenance expenses and the replacement or repair of capital improvements which constitute the District Project; and
- (viii) performing any other services and improvements authorized under the Act.

Schedule of Estimated Reimbursable Project Costs			
	Peripheral	Outlet Mall	TOTAL
1. Earthwork/Grading/Seepage, Silt Control/Select Fill	1,560,000	7,200,000	8,760,000
2. Streets (Net of TDD)			
2A. Outlet Boulevard	520,000		520,000
2B. Blue Valley Avenue	350,000		350,000
2C. Premium Street	200,000		200,000
2D. Premium Way	400,000		400,000
3. Domestic Fire and Water	650,000	500,000	1,150,000
4. Sanitary Sewer	275,000	500,000	775,000
5. Storm Sewer/Drainage	1,500,000	600,000	2,100,000
6. Hardscape Drainage	500,000	400,000	900,000
7. Paving/Curb & Gutter	1,500,000	3,500,000	5,000,000
8. Parking Structure(s)	5,000,000		5,000,000
9. Landscape & Irrigation	1,500,000	2,000,000	3,500,000
10. Stormwater Management	600,000	500,000	1,100,000
11. Pond, Fountains	180,000	90,000	270,000
12. Screenwalls & Site Fencing	850,000	750,000	1,600,000
13. Site Lighting	600,000	950,000	1,550,000
14. Hardscape Lighting	350,000	475,000	825,000
15. Signage	350,000	650,000	1,000,000
16. Amenities		400,000	400,000
17. Security		95,000	95,000
18. Custodial		45,000	45,000
19. Artwork, Ash/Trash Cans, Benches, Etc.	400,000	50,000	450,000
20. 1/2 Acre Park, Chestnut Tree Preservation	750,000		750,000
21. Engineering, Professional Consultants, Surveys, etc.	750,000		750,000
22. Land Cost	1,112,000		1,112,000
23. Awnings, tensile and canopies		1,500,000	1,500,000
24. Fire Protection		725,000	725,000
25. Fire Alarm		225,000	225,000
26. Electrical		350,000	350,000
TOTAL	19,897,000	21,505,000	41,402,000

EXHIBIT B
CERTIFICATE OF REIMBURSABLE PROJECT COSTS

To: Chair, Chesterfield Blue Valley Community Improvement District

City Administrator, City of Chesterfield, Missouri

Re: Certificate of Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement dated as of April __, 2012 (the "Agreement"), among the City of Chesterfield, Missouri (the "City"), the Chesterfield Blue Valley Community Improvement District (the "District") and Chesterfield Blue Valley, LLC (the "Developer"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on Schedule 1 attached hereto is a Reimbursable Project Cost and was incurred in connection with the construction of [Phase __ of]the District Project.
2. These Reimbursable Project Costs have been paid by the Developer and are reimbursable under the Agreement and the CID Act.
3. Each item listed on Schedule 1 has not previously been paid or reimbursed from money derived from the District Sales Tax, and no part thereof has been included in any other certificate previously filed with the District.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the work for which this certificate relates have been issued and are in full force and effect.
6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. If any cost item to be reimbursed under this Certificate is deemed not to constitute a Reimbursable Project Cost within the meaning of the Agreement and the CID Act, the Developer shall have the right to substitute other eligible Reimbursable Project Costs for payment hereunder.
8. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default by the Developer under the Agreement.
9. Attached to this Certificate is a sworn affidavit and supporting documentation affirming participation in a qualified work authorization program as evidence of its compliance with Section 285.530 of the Revised Statutes of Missouri with respect to the employees of the Developer working in connection with the District Project and the Development.

10. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this ____ day of _____, 20__.

CHESTERFIELD BLUE VALLEY, LLC

By: _____
[Name], [Title]

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

CHESTERFIELD BLUE VALLEY COMMUNITY
IMPROVEMENT DISTRICT

By: _____
Chair

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

CITY OF CHESTERFIELD, MISSOURI

By: _____
Authorized City Representative

SCHEDULE 1 TO CERTIFICATE OF REIMBURSABLE PROJECT COSTS

Itemization of Reimbursable Expenses

Description	Payee	Amount
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EXHIBIT C
[FINAL] CERTIFICATE OF SUBSTANTIAL COMPLETION

To: Chair, Chesterfield Blue Valley Community Improvement District

City Administrator, City of Chesterfield, Missouri

Re: Certificate of Substantial Completion

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement dated as of April __, 2012 (the "Agreement"), among the City of Chesterfield, Missouri (the "City"), the Chesterfield Blue Valley Community Improvement District (the "District") and Chesterfield Blue Valley, LLC (the "Developer"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. As of _____, 20__, [Phase ____ of]the District Project (as that term is defined in the Agreement) has been substantially completed in accordance with the Agreement.
2. All work associated with [Phase ____ of]the District Project has been performed in a workmanlike manner and in accordance with the construction plans.
3. Lien waivers for applicable portions of the work associated with [Phase ____ of]the District Project have been obtained.
4. This Certificate of Substantial Completion is accompanied by the project architect's certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as Appendix A and by this reference incorporated herein), certifying that [Phase ____ of]the District Project has been substantially completed in accordance with the Agreement.
5. This Certificate of Substantial Completion is being issued by the Developer to the District and the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to [Phase ____ of]the District Project.
6. The District's and the City's acceptance (below) or the District's or the City's failure to object in writing to this Certificate within 30 days of the date of delivery of this Certificate to the District (which written objection, if any, must be delivered to the Developer prior to the end of such 30 day period), and the recordation of this Certificate with the County Recorder, shall evidence the satisfaction of the Developer's agreements and covenants to perform [Phase ____ of]the District Project.

This Certificate shall be recorded in the office of the County Recorder. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

All certifications or statements made or set forth in this Certificate of Substantial Completion are made solely for the benefit of the District and shall not be relied upon or used for any purpose by any third party in any proceeding, claim or contest of any kind, nature or character.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

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

CHESTERFIELD BLUE VALLEY, LLC

By: _____
[Name], [Title]

ACCEPTED:

CHESTERFIELD BLUE VALLEY COMMUNITY
IMPROVEMENT DISTRICT

By: _____
Chair

ACCEPTED:

CITY OF CHESTERFIELD, MISSOURI

By: _____
Authorized City Representative

(Insert Notary Form(s) and Legal Description)

EXHIBIT D
LEGAL DESCRIPTION OF THE DISTRICT

Parcel 1:

A tract of land in U.S. Survey 368, Township 45 North, Range 3 East, in St. Louis County, Missouri, consisting of part of Lots 1 through 8 of the Partition in the Estate of Conrad Kroenung as said lots were established by Report of Commissioners recorded August 13, 1879 in Book 4 page 583, and including all of a former private right of way 20 feet wide lying West of Lots 2 through 7 of said Partition of the Conrad Kroenung Estate and created by said Report of Commissioners as an outlet to Olive Street Road and later abolished by instrument of Herbert Jacob Schmidt and Theodore Frederick Schmidt recorded as Daily Number 14 on February 26, 1931, and further including all accretions attaching to said Lot 1 under the riparian rights allotted with said Lot 1 by the Commissioners in said Partition and being more particular described as follows:

Beginning at the point of intersection of the Western line of the lands of Conrad Kroenung as subdivided by said Report of Commissioners recorded in Book 4 page 583 and the Northern line of Olive Street Road, 60 feet wide; thence North 11 degrees 44 minutes West and along the Western line of said land of Conrad Kroenung as subdivided in partition 3,715 feet, more or less, to the Southern line of the Missouri River; thence Eastwardly and along the Southern line of said Missouri River to a point on the Western line of a tract of land conveyed to Thomas Bayer by deed recorded in Book I-6 page 533 of the St. Louis County (now St. Louis City) Records; thence South 11 degrees 42 minutes East in part along the Western line of said tract of land conveyed to Thomas Bayer by said deed recorded in Book I-6 page 533 and in part striking a line through said Lots 1 through 8 and any accretions to said Lot 1, 4,427 feet, more or less, to a point on the Northern line of Olive Street Road, 60 feet wide; thence North 82 degrees 49 minutes West and along the Northern line of Olive Street Road, 1,033.75 feet to the point of beginning, according to survey prepared by Elbring Surveying Co. during January, 1931; bounded North by the Southern line of the Missouri River, on the East in part by the Western line of a tract of land conveyed to Thomas Bayer by deed recorded in Book I-6 page 533 of the St. Louis County (now St. Louis City) Records and in part by the Eastern line of the tract of land conveyed to Herbert Jacob Schmidt and Theodore Frederick Schmidt, and joint tenants, by deed recorded February 14, 1931 in Book 1136 page 1, on the South by the Northern line of Olive Street Road, 60 feet wide, and on the West by the Western line of the lands of Conrad Kroenung as subdivided by Report of Commissioners in Partition recorded in Book 4 page 583.

Parcel 2:

A tract of land being Lot 1 of McGrath Plaza as recorded in Plat Book 325, Pages 11 and 12 of the St. Louis County records, being located in U.S. Surveys 102, 368 and 371, Township 45 North, Range 3 East of the 5th Principal Meridian, City of Chesterfield, St. Louis County, Missouri and being more particularly described as follows:

BEGINNING at a Stone marking the Southwesterly corner of above said Lot 1 of McGrath Plaza, said point being the Southeasterly corner of a tract of land as conveyed to James R. Arendt, et al by Deed Book 17113 Page 1365 of the above said Records, thence along said common line of said McGrath Plaza and Arendt tract North 13 degrees 15 minutes 42 seconds West, a distance of 4607.10 feet to Northwestern corner of the aforesaid Lot 1 being on the South bank of the Missouri River more or less; thence along the Northern line of Lot 1 and the South bank of the Missouri River North 57 degrees 19 minutes 25 seconds East, a distance of 357.39 feet to the Western right-of-way Line of Missouri State Highway 40 TR, said point also being the Northeast corner of Lot 1; thence along said Western right-of-

way line South 17 degrees 23 minutes 21 seconds East, a distance of 488.99 feet to a point; thence South 24 degrees 22 minutes 45 seconds East, a distance of 703.49 feet to a point; thence South 21 degrees 10 minutes 10 seconds East, a distance of 613.08 feet to a point; thence South 24 degrees 27 minutes 38 seconds East, a distance of 752.51 feet to a point; thence South 20 degrees 36 minutes 24 seconds East, a distance of 457.22 feet to a point; thence South 32 degrees 06 minutes 57 seconds East, a distance of 717.96 feet to a point; thence South 42 degrees 52 minutes 58 seconds East, a distance of 102.58 feet to a point; thence along a curve to the left having a radius of 4016.54 feet, an arc length of 508.24 feet, and a chord which bears South 39 degrees 02 minutes 56 seconds East, a chord distance of 507.90 feet to a point; thence North 47 degrees 19 minutes 34 seconds East, a distance of 5.00 feet to a point; thence along a curve to the left having a radius of 4011.54 feet, an arc length of 304.56 feet, and a chord which bears South 44 degrees 50 minutes 56 seconds East, a chord distance of 304.49 feet to a point; thence North 42 degrees 58 minutes 34 seconds East, a distance of 5.00 feet to a point; thence along a curve to the left having a radius of 4006.54 feet, an arc length of 604.81 feet, and a chord which bears South 51 degrees 20 minutes 55 seconds East, a chord distance of 604.24 feet to the Northwestern line of Relocated Olive Street Road (38 feet wide) as shown on the plat of the aforesaid McGrath Plaza; thence South 42 degrees 47 minutes 18 seconds West, a distance of 69.46 feet to a point; thence along a curve to the right having a radius of 952.78 feet, an arc length of 641.62 feet, and a chord which bears South 62 degrees 04 minutes 49 seconds West, a chord distance of 629.56 feet to the Northern line of Olive Street Road (60' feet wide); thence along said Northern line North 84 degrees 12 minutes 42 seconds West, a distance of 377.14 feet to an iron pipe at the Southeast corner of a tract of land described in a deed to William F Brasher, Trustee, as recorded in Deed Book 14298, Page 1926 of the St. Louis County Records; thence along the Eastern line of said Brasher tract North 05 degrees 47 minutes 18 seconds East, a distance of 415.56 feet to the northeastern corner thereof; thence along the Northern line of said Brasher tract North 84 degrees 12 minutes 42 seconds West, a distance of 628.93 feet to the Northwestern corner thereof; thence along the Western line of said Brasher tract South 05 degrees 47 minutes 18 seconds West, a distance of 415.56 feet an iron pipe on the aforesaid Northern line of Olive Street Road; thence along said Northern line North 84 degrees 23 minutes 54 seconds West, a distance of 236.30 feet to the Point of Beginning.

Parcel 3:

A tract of land being part of a larger tract as conveyed to William F. Brasher, trustee by the instrument recorded in Book 14298 page 1926 of the St. Louis County Records, located in U.S. Survey 368, Township 45 North Range 3 East of the Fifth Principal Meridian, City of Chesterfield, in St. Louis County, Missouri, being more particularly described as follows:

Commencing at the southeast corner of above said Brasher tract, said point also being located on the north line of Olive Street Road, 60 feet wide; thence along the east line of said Brasher tract North 07 degrees 31 minutes 52 seconds East, 247.34 feet to the beginning of a non-tangent curve to the right for which the radius point bears North 45 degrees 22 minutes 27 seconds East, 4656.54 feet, said point also being the POINT OF BEGINNING of the herein described tract; thence departing last said east line along said curve with a chord which bears North 42 degrees 59 minutes 52 seconds West, 264.62 feet, an arc length of 264.65 feet to the north line of above said Brasher tract; thence along said north line South 82 degrees 28 minutes 08 seconds East, 204.27 feet to the northeast corner of said Brasher tract; thence along the east line of said Brasher tract, South 07 degrees 31 minutes 52 seconds West, 168.22 feet to the Point of Beginning, according to calculations performed by Stock and Associates Consulting Engineers, Inc. on August 10, 2009.

Parcel 4:

A tract of land in U.S. Surveys 102 and 368, Township 45 North Range 3 East in St. Louis County, Missouri and being more particularly described as follows:

Beginning at an old stone at the intersection of the West line of a tract of land now or formerly of Enid J. Brasher and William F. Brasher, her husband by deed recorded in the Deed Book 4014, Page 560 of the St. Louis County Records, with the North line of Olive Street Road, 60.00 feet wide; thence along said North line of Olive Street Road, South 84 degrees 23 minutes 54 seconds East, 236.30 feet to the point of beginning of the tract hereinafter described; thence continuing along said North line of Olive Street Road South 84 degrees 12 minutes 42 seconds East 628.93 feet; thence North 5 degrees 47 minutes 18 seconds East, 415.56 feet to a point; thence North 84 degrees 12 minutes 42 seconds West 628.93 feet to a point; thence South 5 degrees 47 minutes 18 seconds West 415.56 feet to a point in the North line of said Olive Street Road, 60.00 feet wide, being the point of beginning.

Less the following:

A tract of land being part of a larger tract as conveyed to William F. Brasher, trustee by the instrument recorded in Book 14298, Page 1926 of the St. Louis County Records, located in U.S. Survey 368, Township 45 North 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 above said Brasher tract, said point also being located on the north line of Olive Street Road, 60 feet wide; thence along the east line of said Brasher tract North 07 degrees 31 minutes 52 seconds East, 247.34 feet to the beginning of a non-tangent curve to the right for which the radius point bears North 45 degrees 22 minutes 27 seconds East, 4656.54 feet, said point also being the POINT OF BEGINNING of the herein described tract; thence departing last said east line along said curve with a chord which bears North 42 degrees 59 minutes 52 seconds West, 264.62 feet, an arc length of 264.65 feet to the north line of above said Brasher tract; thence along said north line South 82 degrees 28 minutes 08 seconds East, 204.27 feet to the northeast corner of said Brasher tract; thence along the east line of said Brasher tract, South 07 degrees 31 minutes 52 seconds West, 168.22 feet to the Point of Beginning and containing 17,513 square feet or 0.402 acres more or less according to calculations performed by Stock and Associates Consulting Engineers, Inc. on August 10, 2009.

PLANNING AND PUBLIC WORKS COMMITTEE

Chair: Councilmember Hurt

Vice-Chair: Councilmember Ohley

The Planning and Public Works Committee has the following action items for the October 5, 2020 City Council Meeting.

Bill No. 3315 - Section 405.02.040.E. (Time Extensions)

An ordinance amending Section 405.02.040 “Procedure for Establishing Planned Districts and Special Procedures” of the City of Chesterfield Municipal Code by deleting Subsection E. “Failure to Commence Construction” and addressing enforcement of similar clauses within Planned District Ordinances.

(Second Reading) Planning & Public Works Committee recommends approval.

Downtown Chesterfield (Category A and B) SDCP-Infrastructure Only

A Site Development Concept Plan for infrastructure only on a 78.4 acre tract of land located south of Wild Horse Creek Road, west of Chesterfield Parkway West, and north and east of Burkhardt Place.

(Voice Vote) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.

NEXT MEETING

The next meeting of the Planning & Public Works Committee is scheduled for Thursday, October 8, 2020.

MEMORANDUM

TO: Mike Geisel, City Administrator

FROM: Mike Knight, Assistant City Planner *gmk*

SUBJECT: Planning & Public Works Committee **Virtual** Meeting
Summary Thursday, September 24, 2020



A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held virtually via Zoom on Thursday, September 24, 2020.

In attendance were: **Chair Dan Hurt**, (Ward III), **Councilmember Mary Monachella** (Ward I), **Councilmember Mary Ann Mastorakos** (Ward II) and **Councilmember Michelle Ohley** (Ward IV).

Also in attendance were: Mayor Bob Nation; Councilmember Michael Moore (Ward III); Planning Commission Chair Merrell Hansen; Mike Knight, Assistant City Planner; Annisa Kumerow, Planner; and Kathy Juergens, Recording Secretary.

The meeting was called to order at 5:00 p.m.

I. APPROVAL OF MEETING SUMMARY

A. Approval of the September 10, 2020 Committee Meeting Summary

Councilmember Mastorakos made a motion to approve the Meeting Summary of **September 10, 2020**. The motion was seconded by **Councilmember Monachella** and **passed** by a voice vote of 3-0 (Councilmember Ohley abstained).

II. UNFINISHED BUSINESS – None.

III. NEW BUSINESS

- A. Downtown Chesterfield (Category A and B) SDCP-Infrastructure Only:** A Site Development Concept Plan for infrastructure only on a 78.4 acre tract of land located south of Wild Horse Creek Road, west of Chesterfield Parkway West, and north and east of Burkhardt Place. (Ward 2)

STAFF PRESENTATION

Mike Knight, Assistant City Planner, stated that this is a Site Development Concept Plan (SDCP) for review. This is the first of a series of plans for the Wildhorse development and only depicts the general location of infrastructure, i.e., roadways and sewers. Following this plan, there will be a Site Development Concept Plan for the whole site that includes lots, lighting, landscaping, parking and amenities.

Review Components of this SDCP

- The roadway network conforms to the approved Preliminary Development Plan.

- The proposed plan incorporates all the recommended improvements that were provided in the traffic impact study.
- Outside agency approval has been received.
- The proposed plan depicts the same tree removals as the Preliminary Development Plan.

At the September 14, 2020 Planning Commission meeting, the Planning Commission recommended approval by a vote of 7-0 after some general discussion regarding tree removal and the view corridors.

Discussion

There was some discussion regarding the Committee's expectations regarding future plans. They included the following:

- Eliminate parking within view corridors
- Include a view of the lake within the view corridors
- Increase pedestrian connectivity to the lake
- Allow for more public access to the retail businesses

Councilmember Ohley made a motion to forward Downtown Chesterfield (Category A and B) SDCP-Infrastructure Only, with the expectation that the developer will address the Committee's areas of concern in future plans, to City Council with a recommendation to approve. The motion was seconded by Councilmember Monachella and passed by a voice vote of 4-0.

[Please see the attached report prepared by Justin Wyse, Director of Planning, for additional information on Downtown Chesterfield (Category A and B) SDCP-Infrastructure Only).]

B. Discussion on Development Process Flowchart

STAFF PRESENTATION

Mike Knight, Assistant City Planner, stated that at the request of the Planning Commission, Staff has created a flowchart to assist in understanding the development process. The information depicted in the flowchart is intended to be a general overview of the development process within the City and provides a broad perspective of the major steps and phases within the process. No action is required by the Committee as this is for informational purposes only.

Discussion

The Committee agreed that the flowchart is a valuable asset and thanked Staff for creating the chart.

IV. OTHER

V. ADJOURNMENT

The meeting adjourned at 5:35 p.m.

BILL NO. 3315

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 405.02.040 “PROCEDURE FOR ESTABLISHING PLANNED DISTRICTS AND SPECIAL PROCEDURES” OF THE CITY OF CHESTERFIELD MUNICIPAL CODE BY DELETING SUB-SECTION E. “FAILURE TO COMMENCE CONSTRUCTION” AND ADDRESSING ENFORCEMENT OF SIMILAR CLAUSES WITHIN PLANNED DISTRICT ORDINANCES.

WHEREAS, the City of Chesterfield Unified Development Code contains regulations and requirements pertaining to the development of land within the City; and,

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

WHEREAS, the Unified Development Code creates a process to ensure due process of its’ citizens pertaining to regulation of land; and,

WHEREAS, Section 405.02.030.3 contains requirements for initiating an amendment, supplement, reclassification or change to zoning district boundaries and repeal of Section 405.02.040.E does not alter this authorization of authority; and

WHEREAS, on September 10, 2020, Planning and Public Works Committee recommended approval of the modification to the City Code by a vote of 4-0; and,

WHEREAS, the City Council of the City of Chesterfield having considered said request, voted to approve the repeal of Section 405-02-040.E. of City of Chesterfield’s Municipal Code pertaining to Commencement of Construction requirements for Planned Districts and Special Procedures.

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

Section 1. Section 405.02.040.E, which pertains to Commencement of Construction regulations for Planned Districts and Special Procedures, is hereby repealed in its entirety.

Section 2. The Director of Planning, as directed by the City Council, is instructed to administer planned district ordinances containing language regarding requirements for commencement of construction consistent with the repeal of Section 405.02.040.E.

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

Section 4. This Ordinance shall be codified within the Municipal Code of the City of Chesterfield.

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

Passed and approved this _____ day of _____, 2020.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 9/21/2020

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning *JW*

Date: October 10, 2020

RE: **Downtown Chesterfield (Categories A&B) SDCP-Infrastructure Only:** A Site Development Concept Plan for infrastructure only on a 78.4 acre tract of land located south of Wild Horse Creek Road, west of Chesterfield Parkway West, and north and east of Burkhardt Place.

Summary

Stock and Associates Consulting Engineers, Inc. has submitted a Site Development Concept Plan (infrastructure only) for review. This plan depicts the conceptual location of roadway infrastructure including the extension of Burkhardt Place, an internal roadway known as Lake Front Street, along with connecting roadways from Lake Front Street to all exterior roads (Burkhardt Place, Wild Horse Creek Road, and Chesterfield Parkway West). The plan is the first site plan associated with the phased development known as Wildhorse Village. A Site Development Concept Plan, Landscape Concept Plan, Signage Concept Plan, and Lighting Fixture Concept Plan is required to be submitted for review and approval before any individual lot can move forward with a Site Development Section Plan.

This SDCP has one main objective. This objective is to receive approval of the conceptual plan for infrastructure within Categories A and B (78 acres south of Wild Horse Creek Road) of Downtown Chesterfield. Once the approval is received, the applicant may move forward with a plan that permits grading to facilitate the construction of the necessary infrastructure involved within the development known as Wildhorse Village.

On September 14, 2020, the Site Development Concept Plan (infrastructure only) was brought before the Planning Commission. At that meeting, the Planning Commission made the motion to recommend approval of the Site Development Concept Plan (infrastructure only). The motion passed by a vote of 7-0.

Governing ordinance 3114 states that City Council shall have automatic power of review of site plans for the subject development. The City Council will then take appropriate action relative to the proposal.

The Planning and Public Works Committee discussed this at their September 24, 2020 meeting. A motion was made to forward this item to City Council with a recommendation to approve and passed by a vote of 4-0.

Attached to this report please find a copy of the Planning Commission Staff Report, the Site Development Concept Plan (infrastructure only), and the Traffic Impact Study.



Figure 1: Aerial Image

Attachment: Planning Commission Staff Report
Site Development Concept Plan
Traffic Impact Study



VII. B.

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

Planning Commission Staff Report

Meeting Date: September 14, 2020

From: Mike Knight, Assistant City Planner *mk*

Location: West and southwest of the intersection of U.S. Highway 40/ I-64 and Chesterfield Parkway West

Description: **Downtown Chesterfield (Categories A and B) SDCP-Infrastructure Only** : A Site Development Concept Plan for infrastructure only on a 78.4 acre tract of land located south of Wild Horse Creek Road, west of Chesterfield Parkway West, and north and east of Burkhardt Place.

SUMMARY

Stock and Associates Consulting Engineers, Inc. has submitted a Site Development Concept Plan (infrastructure only) for Planning Commission review. This plan depicts the conceptual location of roadway infrastructure including the extension of Burkhardt Place, an internal roadway known as Lake Front Street, along with connecting roadways from Lake Front Street to all exterior roads (Burkhardt Place, Wild Horse Creek Road, and Chesterfield Parkway West). The plan is the first site plan associated with the phased development known as Wildhorse Village. The subject site is located in “Categories A&B” of Downtown Chesterfield. The subject site is zoned “PC&R” Planned Commercial and Residence District and governed under the recently approved terms and conditions of City of Chesterfield Ordinance 3114. A Site Development Concept Plan, Landscape Concept Plan, Signage Concept Plan, and Lighting Fixture Concept Plan is required to be submitted for review and approval before any individual lot can move forward with a Site Development Section Plan.



Figure 1: Aerial Image

SITE HISTORY

Below in Figure 2 is a table that provides a high level historical summary of significant events for the subject site. The events detail the year they occurred, whether they were plan or zoning related, followed by a brief description of the request and the resulting action.

Year	Month	Approval	Description	Action
2008	March	ORD 2449	Consolidation of six zoning districts into one PC&R district creating Downtown Chesterfield	Subsequent site plans were never submitted under zoning regulations of Ordinance 2449
2018	Feb	ORD 2990	Text amendment removing 2.9 acres and adding 3.4 acres	Provided necessary legal description change to facilitate the development for the Aventura development to the north
	Nov	ORD 3023	Incorporated (0.4) acres into PC&R district and amended development criteria	Allowed for separate concept plans north of Wild Horse Creek Road (Category C) and south of Wild Horse Creek Road (Categories A&B).
2019	Feb	SDCP	Concept Plan for Category C	A Site Development Concept Plan, Landscape Concept Plan, Signage Concept Plan, and Lighting Fixture Concept Plan for the 22 acre phased development north of WHCR in which future individual lots may now seek approval to develop
		SDSP	Lot A of Category C	Allowed for development of a mixed-use building containing residential units, retail, and restaurant on Lot A.
2020	Feb	SDSP	Lot B of Category C	Allowed for development of a hotel and conference center on Lot B
	Aug	ORD 3114	Incorporated (0.6) acres into PC&R district and amended development criteria	Ordinance to facilitate the development known as Wildhorse Village

Figure 2: Historical Summary

STAFF ANALYSIS

This SDCP has one main objective. **This objective is to receive approval of the conceptual plan for infrastructure within Categories A and B (78 acres south of Wild Horse Creek Road) of Downtown Chesterfield. Once the approval is received, the applicant may move forward with a plan that permits grading to facilitate the construction of the necessary infrastructure involved within the development**

known as Wildhorse Village. When reviewing the Site Development Concept Plan for infrastructure only, there are a few items to consider. These items are bulleted and then further described below.

- Conformance with Preliminary Development Plan
- Recommendations of Traffic Study
- Outside Agency Approval
- Implications of Tree Removal

Conformance to Preliminary Development Plan (PDP):

The site specific governing ordinance for the subject site was recently approved in August of 2020. The ordinance contains a Preliminary Development Plan (PDP). The PDP is a plan that assists in the conceptual layout of the development criteria contained in the ordinance. The approved plan depicts the conceptual location of roadway infrastructure including the extension of Burkhardt Place, an internal roadway known as Lake Front Street, along with connecting roadways from Lake Front Street to Burkhardt Place, Wild Horse Creek Road, and Chesterfield Parkway West. **The roadway network depicted on the submitted Site Development Concept Plan for infrastructure only substantially conforms to the approved Preliminary Development Plan accompanied with the governing ordinance for the property.**

Recommendations of Traffic Study:

CBB completed a study to address the traffic impacts associated with the proposed development known as Wildhorse Village. The study assessed future impacts of roadway capacity and level of service of existing and proposed intersections. The study also identified a series of improvements associated with the development that were warranted based on the potential impact. These improvements include adding additional turn lanes into the development and three new signals. The signals are located at Wild Horse Creek Road and the future extension of Burkhardt Place, at Wild Horse Creek Road and Old Chesterfield Road, and at Chesterfield Parkway West and Burkhardt Place. All three proposed signals were depicted on the approved Preliminary Development Plan. Although all of the signals are depicted on the approved plan as recommended by the developer's traffic consultant, city staff is working with the development team and St. Louis County on the timing of installation as all of the signals are on St. Louis County arterial roadways of which they will own and maintain. The study provides a summary on every studied intersection in a full build scenario with and without the recommended improvements. There is one intersection that has one turning movement with a failing level of service after all the recommended improvements are implemented. This is the right turn movement heading westbound on Old Chesterfield Road on to Baxter Road during the PM peak period (4:00 – 6:00p.m. CST). It is important to note two things regarding this movement. First, in the existing conditions this movement produces a failing level of service. Second, developments recently constructed in the area (Aventura and Wildhorse) also completed a traffic study in which this movement failed before and after the recommended improvements. It was in the determination of the traffic consultant for the recently approved aforementioned developments and of the currently proposed development that there is not a specific improvement that would alleviate this failure without reconfiguration of the entire corridor including the complexities of the active railroad, Bonhomme Creek, Monarch Chesterfield levee, and the signalized intersection at Edison Road and Baxter Road all being in close proximity to each other. **The proposed SDCP for infrastructure only incorporates all the recommended improvements that were provided in the traffic consultant's traffic impact study.**

Outside Agency Approval:

Typical of most new and amended site plans, the City of Chesterfield requires approval of the submitted plan from all applicable outside agencies. The two agencies most relevant to this concept plan for infrastructure only are MSD and St. Louis County DOT given the interaction with the previously mentioned St. Louis County arterial roadway system and the amount of sewer and stormwater infrastructure affiliated with the proposed development. **The City has received comments and/or approval from all the applicable outside jurisdictional agencies including the Monarch Fire Protection District, Spirit of St. Louis Airport, Metropolitan Sewer District, Metro Transit, St. Louis County Department of Transportation, and the Missouri Department of Transportation.** The City will look to obtain these same applicable agency approvals as we move forward with the overall Site Development Concept Plan, individual Site Development Section Plans, and all the associated Improvement Plans that take place throughout the phased development.

Implications of Tree Removal:

The recently approved zoning map amendment included a Tree Stand Delineation and Tree Protection Plan. It was stated through the zoning process that the applicant intends on clear cutting the site to allow for the necessary infrastructure associated with the Wildhorse Village development. **The Site Development Concept Plan for infrastructure only depicts the same removal of trees as depicted on the approved Preliminary Development Plan.** If this SDCP is approved by Planning Commission and City Council, then the applicant will move forward with subsequent grading plans that are administratively approved. The grading plans themselves will provide the authorization to the development team to remove the trees from the subject site. Chesterfield Village, Inc currently has 20.45 acres of Tree Canopy Credits approved by the City of Chesterfield. Chesterfield Village, Inc provided the necessary consent for Wildhorse Village, LP to use 5.25 acres of the tree canopy credits in the southwest quadrant of Chesterfield Village in which the Chesterfield Village, Inc has 15.20 acres remaining in the approved tree canopy account.

DEPARTMENTAL INPUT

Staff has reviewed the submittal and has found the application to be in conformance with the City of Chesterfield Unified Development Code and City of Chesterfield Ordinance 3114. Staff recommends approval of the Downtown Chesterfield (Categories A & B) Site Development Concept Plan-Infrastructure Only.

MOTION

The following options are provided to the Planning Commission for consideration relative to this application:

- 1) “I move to approve (or deny) the Downtown Chesterfield (Categories A & B) Site Development Concept Plan-Infrastructure Only.”
- 2) “I move to approve the Downtown Chesterfield (Categories A & B) Site Development Concept Plan-Infrastructure Only with the following conditions...” (Conditions may be added, eliminated, altered or modified)

Attachments

1. SDCP – Infrastructure Only
2. Traffic Impact Study

257 Deerfield Business Parkway
St. Louis, MO 63015 PA (573) 521-4000 FAX (573) 525-9133
e-mail: general@stockassociates.com
Web: www.stockassociates.com



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STATE OF MISSOURI
GEORGE
MICHAEL
SPICE

GEORGE M. STOOK E-25116
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000006

REVISIONS:	
1	4/3/2020 REVISED PER COMMENTS
2	4/17/2020 UPDATED

3 SURVEY BACKGROUND
5/29/2020 REVISED
PER CITY COMMENTS
4 6/12/2020 REVISED
PER CITY PRELIMINARY
PLAN COMMENTS

5 6/15/2020 REVISED
PER CITY COMMENTS
6 7/23/2020 REVISED
PER CITY/COUNTY
COMMENTS
7 8/14/2020 REVISED

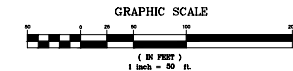
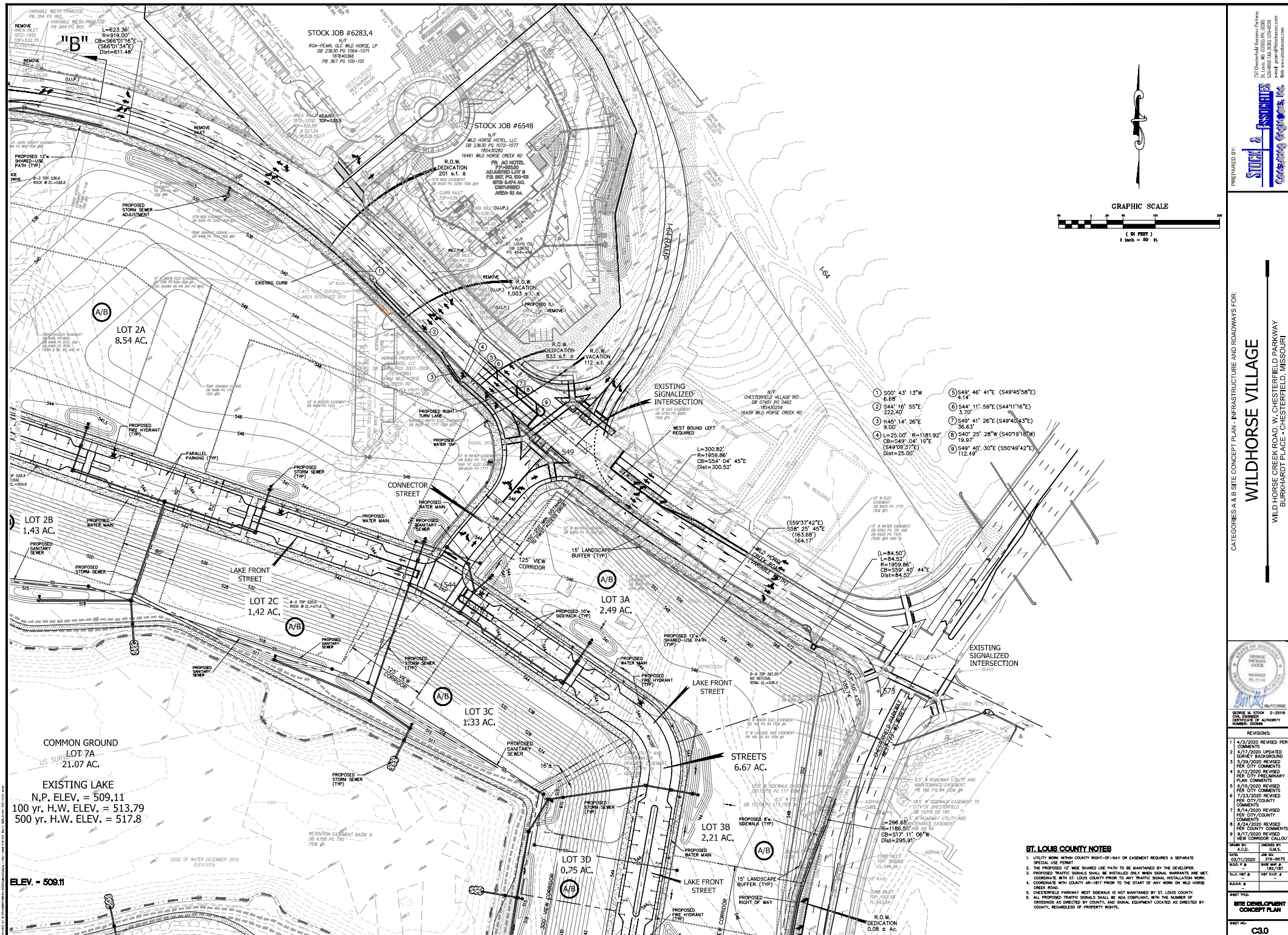
	PER CITY/COUNTY COMMENTS
8	8/24/2020 REVISED PER COUNTY COMMENTS
9	9/17/2020 REVISED VIEW CORRIDOR CALLOUT

DRAWN BY: A.C.D.	CHECKED BY: G.M.S.
DATE: 03/11/2020	JOB NO: 219-6670
W.S.D. P # -	BASE MAP # 185/18T

S.L.C. H&T # ---	H&T SUP. # ---
W.D.N.R. # ---	
SHEET TITLE:	

**SITE DEVELOPMENT
CONCEPT PLAN
(OVERALL SITE)**

6.0



CATEGORIES A & B SITE CONCEPT PLAN - INFRASTRUCTURE AND ROADWAYS FOR:

WILDHORSE VILLAGE

WILD HORSE CREEK ROAD W. CHESTERFIELD PARKWAY
BURKHARDT PLACE - CHESTERFIELD, MISSOURI

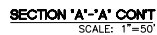
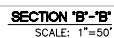
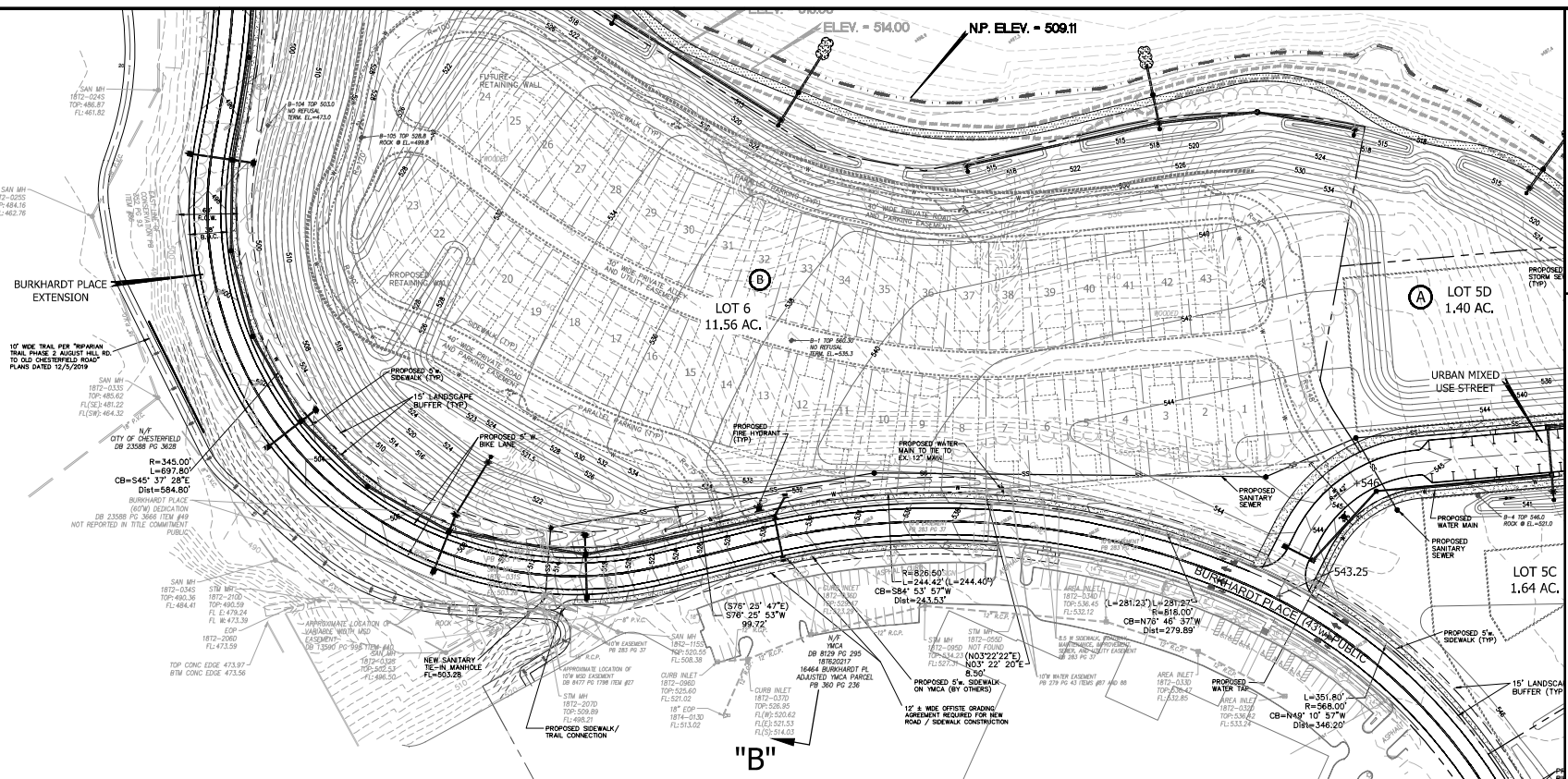
STOCK & PARTNERS
Engineering & Architecture, Inc.
257 Chesterfield Business Parkway
St. Louis, MO 63105 P: (636) 334-4881 F: (636) 334-4880
Web: www.stockpartners.com



JOHN A. STOCK E-2518
CREATED BY: JAH
NUMBER: 00094

REVISIONS:			
1	4/2/2020	REVISED PER COMMENTS	
2	4/17/2020	UPDATED SURVEY BACKGROUND	
3	5/29/2020	REVISED PER CITY COMMENTS	
4	6/12/2020	REVISED PER CITY COMMENTS	
5	6/18/2020	REVISED PER CITY COMMENTS	
6	6/18/2020	REVISED PER CITY COMMENTS	
7	6/18/2020	REVISED PER CITY COMMENTS	
8	6/24/2020	REVISED PER CITY COMMENTS	
9	6/17/2020	REVISED PER CITY COMMENTS	
10	6/17/2020	REVISED PER CITY COMMENTS	
REVISIONS:			
1	4/2/2020	REVISED PER COMMENTS	
2	4/17/2020	UPDATED SURVEY BACKGROUND	
3	5/29/2020	REVISED PER CITY COMMENTS	
4	6/12/2020	REVISED PER CITY COMMENTS	
5	6/18/2020	REVISED PER CITY COMMENTS	
6	6/18/2020	REVISED PER CITY COMMENTS	
7	6/18/2020	REVISED PER CITY COMMENTS	
8	6/24/2020	REVISED PER CITY COMMENTS	
9	6/17/2020	REVISED PER CITY COMMENTS	
10	6/17/2020	REVISED PER CITY COMMENTS	

- ST. LOUIS COUNTY NOTES**
- UTILITY WORK WITHIN COUNTY RIGHT-OF-WAY OR EASEMENT REQUIRES A SEPARATE SPECIAL USE PERMIT.
 - THE PROPOSED 12" WIDE SHARED USE PATH TO BE MAINTAINED BY THE DEVELOPER.
 - PROPOSED TRAFFIC SIGNALS SHALL BE INSTALLED ONLY WHEN SIGNAL WARRANTS ARE MET. COORDINATE WITH ST. LOUIS COUNTY PRIOR TO ANY TRAFFIC SIGNAL INSTALLATION WORK.
 - COORDINATE WITH COUNTY ARCHITECT PRIOR TO THE START OF ANY WORK ON WILD HORSE CREEK ROAD.
 - CHESTERFIELD PARKWAY WEST SIDEWALK IS NOT MAINTAINED BY ST. LOUIS COUNTY.
 - ALL PROPOSED TRAFFIC SIGNALS SHALL BE ADA COMPLIANT, WITH THE NUMBER OF CROSSINGS AS DIRECTED BY COUNTY, AND SIGNAL EQUIPMENT LOCATED AS DIRECTED BY COUNTY, REGARDLESS OF PROPERTY RIGHTS.



1. UTILITY WORK WITHIN COUNTY RIGHT-OF-WAY OR EASEMENT REQUIRES A SEPARATE SPECIAL USE PERMIT
2. THE PROPOSED WIDE SHARED USE PATH TO BE MAINTAINED BY THE DEVELOPER.
3. PROPOSED TRAFFIC SIGNALS SHALL BE INSTALLED ONLY WHEN SIGNAL WARRANTS ARE MET.
4. COORDINATE WITH ST. LOUIS COUNTY PRIOR TO ANY TRAFFIC SIGNAL INSTALLATION WORK.
5. COORDINATE WITH COUNTY AR-1817 PRIOR TO THE START OF ANY WORK ON WILD HORSE CREEK ROAD.
6. CHESTERFIELD PARKWAY WEST SIDEWALK IS NOT COMPLAINT BY ST. LOUIS COUNTY.
7. ALL PROPOSED TRAFFIC SIGNALS SHALL BE ADA COMPLAINT, WITH THE NUMBER OF CROSSINGS AS DIRECTED BY COUNTY, AND SIGNAL EQUIPMENT LOCATED AS DIRECTED BY COUNTY, REGARDLESS OF PROPERTY RIGHTS.

RECEIVED BY: 11/18/88

CATEGORIES A & B SITE CONCEPT PLAN - INFRASTRUCTURE AND ROADWAYS FOR:

WILDHORSE VILLAGE

WILD HORSE CREEK ROAD, W. CHESTERFIELD PARKWAY
BURKHARDT PLACE - CHESTERFIELD, MISSOURI

STATE OF MISSOURI
GEORGE MICHAEL STONE
SENATOR
RECEIVED
FEB-23-1988
JAN 23 1988

GEORGE M. STOOK E-25114
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000996

REVISIONS:

4/3/2020 REVISED PAGE 10

COMMENTS
4/17/2020 UPDATED

SURVEY BACKGROUND
5/29/2020 REVISED

PER CITY COMMENTS
6/12/2020 REVISED

PER CITY PRELIMINARY
PLAN COMMENTS6/15/2020 REVISED
PER CITY COMMENTS7/23/2020 REVISED
PER CITY/COUNTY

COMMENTS
8/14/2020, REVISED

07/14/2020 REVISED
PER CITY/COUNTY
COMMENTS

8/24/2020 REVISED
PER COUNTY COMMENT

9/17/2020 REVISED
VIEW CORRIDOR CALLO

APPROVED BY: A.C.D.	CHECKED BY: C.M.S.
------------------------	-----------------------

ACB	U.W.J.
JOE NO:	
210-6672	

3/11/2020	219-6670
SD P &	BASE MAP & 105/10T

100/101	
L.G. MAT #	MAT SUP. #

DMR, Φ	
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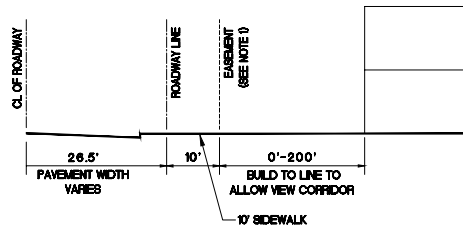
NET TOTAL	

SITE DEVELOPMENT CONCEPT PLAN

CONCEPT PLAN

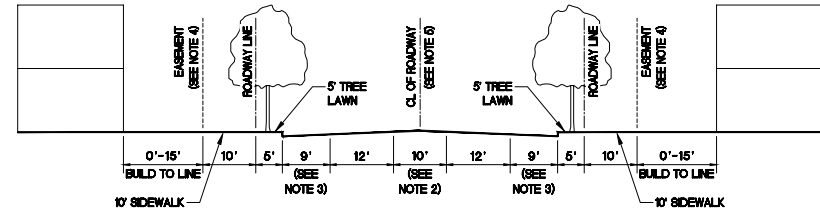
HEET NO. 313

C4.0



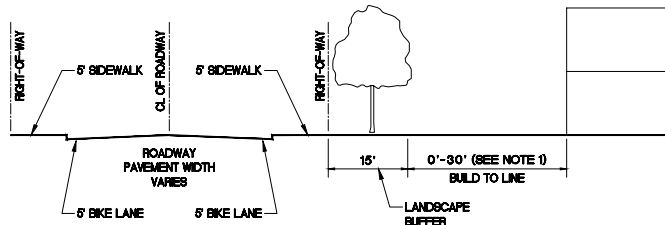
CONNECTOR STREET (53'W)

- NOTES:
1. 10'W SIDEWALK AND UTILITY EASEMENT



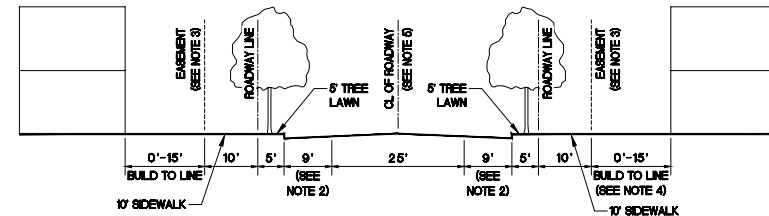
**URBAN MAIN STREET (62'W)
(A.K.A. LAKEFRONT STREET)**

- NOTES:
1. ALL DIMENSIONS ARE TO FACE OF CURB
2. OPTION OF TURN LANE OR MEDIAN
3. 9' IF PARALLEL PARKING OR ZERO IF NO ON STREET PARKING, GREEN SPACE
4. 10'W SIDEWALK AND UTILITY EASEMENT
5. 100 FOOT MINIMUM CENTER LINE RADIUS



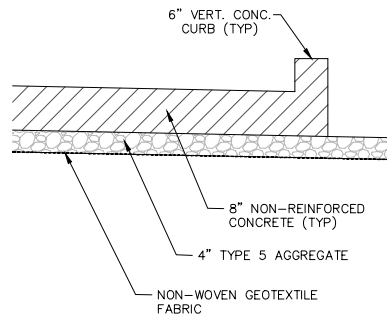
**BURKHARDT PLACE
(PUBLIC)**

- NOTES:
1. BUILD TO LINE NOT APPLICABLE TO RESIDENTIAL DEVELOPMENTS BETWEEN THE URBAN MIXED USE STREET CONNECTION TO BURKHARDT PLACE ACROSS FROM THE YMCA AND CONTINUING WEST TO THE INTERSECTION OF WILD HORSE CREEK ROAD DUE TO TOPOGRAPHICAL AND DAM CONSTRAINTS.



URBAN MIXED USE STREET (53'W)

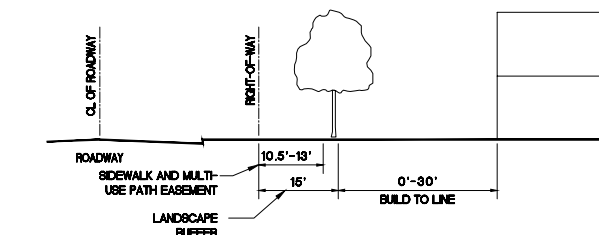
- NOTES:
1. ALL DIMENSIONS ARE TO FACE OF CURB
2. 9' IF PARALLEL PARKING OR ZERO IF NO ON STREET PARKING, GREEN SPACE
3. 10'W SIDEWALK AND UTILITY EASEMENT
4. BUILD TO LINE MAY BE EXTENDED TO 180' TO ACCOMMODATE A SMALL SURFACE PARKING LOT SUPPORTING A RETAIL GROCERY USE
5. 100 FOOT MINIMUM CENTER LINE RADIUS



**TYPICAL PAVEMENT SECTION - PUBLIC STREETS
(N.T.S.)**

ST. LOUIS COUNTY NOTES

- UTILITY WORK WITHIN COUNTY RIGHT-OF-WAY OR EASEMENT REQUIRES A SEPARATE SPECIAL USE PERMIT
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- COORDINATE WITH COUNTY AP-187 PRIOR TO THE START OF ANY WORK ON WILD HORSE CREEK ROAD.
- UNDEVELOPED PARKWAY WEST SIDEWALK IS NOT MAINTAINED BY ST. LOUIS COUNTY.
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**WILD HORSE CREEK ROAD AND CHESTERFIELD PARKWAY WEST
(PUBLIC)**

CATEGORIES A & B SITE CONCEPT PLAN - INFRASTRUCTURE AND ROADWAYS FOR:

WILDHORSE VILLAGE

WILD HORSE CREEK ROAD W. CHESTERFIELD PARKWAY
BURKHARDT PLACE - CHESTERFIELD, MISSOURI



DATE	REVISIONS
4/2/2020	REVISED PER COMMENTS
4/17/2020	UPDATED SURVEY BACKGROUND
5/29/2020	REVISED PER CITY COMMENTS
6/12/2020	REVISED PER CITY COMMENTS
6/18/2020	REVISED PER CITY COMMENTS
7/23/2020	REVISED PER CITY/COUNTY COMMENTS
8/14/2020	REVISED PER CITY/COUNTY COMMENTS
8/24/2020	REVISED PER CITY/COUNTY COMMENTS
9/17/2020	REVISED PER CITY/COUNTY COMMENTS
9/17/2020	REVISED PER CITY/COUNTY COMMENTS

DESIGNED BY	THOMAS W. A.C.D.	CHECKED BY	G.M.S.
DATE	03/15/2020	DATE	03/15/2020
SCALE	AS SHOWN	SCALE	AS SHOWN
SHEET #	185/187	SHEET #	185/187
PROJECT #	185/187	PROJECT #	185/187
PROJECT NAME	WILDHORSE VILLAGE	PROJECT NAME	WILDHORSE VILLAGE
PROJECT LOCATION	WILD HORSE CREEK ROAD W. CHESTERFIELD PARKWAY	PROJECT LOCATION	WILD HORSE CREEK ROAD W. CHESTERFIELD PARKWAY
PROJECT OWNER	ST. LOUIS COUNTY	PROJECT OWNER	ST. LOUIS COUNTY
PROJECT STATUS	CONCEPT PLAN	PROJECT STATUS	CONCEPT PLAN
PROJECT PHASE	CONCEPT PLAN	PROJECT PHASE	CONCEPT PLAN
PROJECT BUDGET	\$0.0	PROJECT BUDGET	\$0.0

N/F
S & B PARK PLACE LLC
DB 23442 PG 3327
187630315
16523 WILD HORSE CREEK RD

257 Chesterfield Business Parkway
St. Louis, MO 63105 PH: (636)
334-4880 FAX: (636) 334-4839
Web: www.stud-a-jon.com

STUD-A-JON
Engineering & Architecture, Inc.

PREPARED BY:

R
VA
2,19

CATEGORIES A & B SITE CONCEPT PLAN - INFRASTRUCTURE AND ROADWAYS FOR:

WILDHORSE VILLAGE

WILD HORSE CREEK ROAD W/ CHESTERFIELD PARKWAY
BURKHARDT PLACE - CHESTERFIELD, MISSOURI



08/17/2020
DREW: A. STOK E-2510
CHECKED: J. HENRY
NUMBER: 000006

REVISIONS:

1	4/2/2020 REVISED PER COMMENTS
2	4/17/2020 UPDATED SURVEY BACKGROUND
3	5/29/2020 REVISED PER CITY COMMENTS
4	6/12/2020 REVISED PER CITY COMMENTS
5	6/18/2020 REVISED PER CITY COMMENTS
6	7/23/2020 REVISED PER CITY/COUNTY COMMENTS
7	8/14/2020 REVISED PER CITY/COUNTY COMMENTS
8	8/24/2020 REVISED PER CITY/COUNTY COMMENTS
9	8/17/2020 REVISED PER CITY/COUNTY COMMENTS
10	8/17/2020 REVISED PER CITY/COUNTY COMMENTS

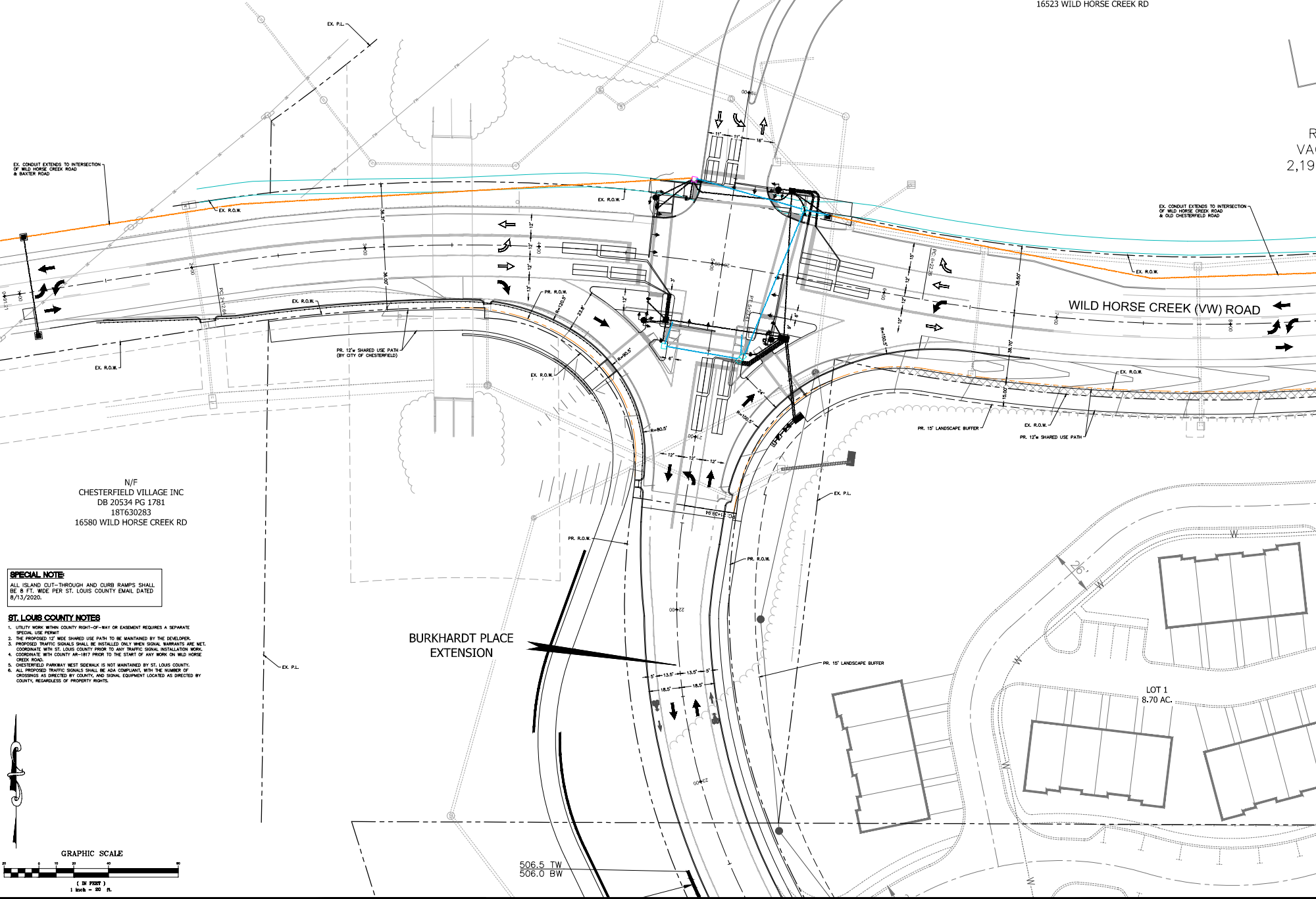
DRAWN BY: THOMAS W. A.C.D.
CHECKED BY: G.M.S.

DATE: 03/15/2020
SHEET # 219-6670
SHEET # 185/181

SCALE: 1" = 40' (SEE SCHEDULE)
DATE: 8/17/2020

PROJECT: TRAFFIC SIGNAL CONCEPT PLAN

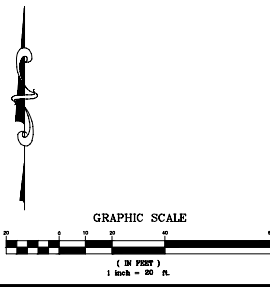
SHEET NO: C7.0

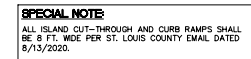


SPECIAL NOTE:
ALL ISLAND CUT-THROUGH AND CURB RAMPS SHALL BE 8 FT. WIDE PER ST. LOUIS COUNTY EMAIL DATED 8/13/2020.

ST. LOUIS COUNTY NOTES

1. UTILITY WORK WITHIN COUNTY RIGHT-OF-WAY OR EASEMENT REQUIRES A SEPARATE SPECIAL USE PERMIT.
2. THE PROPOSED 12' WIDE SHARED USE PATH TO BE MAINTAINED BY THE DEVELOPER.
3. PROPOSED TRAFFIC SIGNALS SHALL BE INSTALLED ONLY WHEN SIGNAL WARRANTS ARE MET. COORDINATE WITH ST. LOUIS COUNTY PRIOR TO ANY TRAFFIC SIGNAL INSTALLATION WORK. COORDINATE WITH COUNTY 48-187 PRIOR TO THE START OF ANY WORK ON WILD HORSE CREEK ROAD.
4. CHESTERFIELD PARKWAY WEST SIDEWALK IS NOT MAINTAINED BY ST. LOUIS COUNTY.
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N/F
S & B PARK PLACE LLC
DB 23442 PG 3327
18T630315
16523 WILD HORSE CREEK RD

N/F
CHESTERFIELD VILLAGE LLC
DB 11222 PG 0379
18T640237
16533 OLD CHESTERFIELD ROAD

N/F
CHESTERFIELD VILLAGE LLC
DB 11222 PG 0385
18T640259
16515 WILD HORSE CREEK RD

CATEGORIES A & B SITE CONCEPT PLAN - INFRASTRUCTURE AND ROADWAYS FOR:

WILDHORSE VILLAGE

WILD HORSE CREEK ROAD, W. CHESTERFIELD PARKWAY
BURKHARDT PLACE - CHESTERFIELD, MISSOURI



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

REVISIONS:

1	4/3/2020 REVISED PE
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COMMENTS
4/17/2020 UPDATED

3 SURVEY BACKGROUND
5/29/2020 REVISED

4 6/12/2020 REVISED

PER CITY PRELIMINARY
PLAN COMMENTS

5 6/15/2020 REVISED
PER CITY COMMENTS

6 7/23/2020 REVISED
PER CITY/COUNTY

7	COMMENTS
	8/14/2020, REVISED

07/14/2010 REVISED
PER CITY/COUNTY
COMMENTS

8 8/24/2020 REVISED
PER COUNTY COMMENT

9 9/17/2020 REVISED
VIEW CORRIDOR CALLOUT

DRAWN BY:	CHECKED BY:
A.C.D.	C.M.S.

DATE:	JOB NO:
03/14/2000	210-6670

03/11/2020	219-6070
W.S.D. P. #	BASE MAP #
	185/187

S.L.C. MAT #	HAT SUP. #
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WDA 9	
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1	2	3	4	5	6	7	8	9	10	11	12

TRAFFIC SIGNAL

CONCEPT PLAN

SHEET NO. 1

	C8.0
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N/F
WILD HORSE HOTEL, LLC
DB 23630 PG 1072-1077
185430282
16461 WILD HORSE CREEK RD

N/F
CHESTERFIELD VILLAGE INC
DB 07451 PG 0462
185430259
16439 WILD HORSE CREEK RD

PREPARED BY:



CATEGORIES A & B SITE CONCEPT PLAN - INFRASTRUCTURE AND ROADWAYS FOR:

WILDHORSE VILLAGE

WILD HORSE CREEK ROAD W. CHESTERFIELD PARKWAY
BURKHARDT PLACE - CHESTERFIELD, MISSOURI



08/17/2020
JOHN A. STOK E-2510
DESIGNATED AUTHORITY
NUMBER: 00096

REVISIONS:

- | NO. | DATE | REVISION |
|-----|-----------|----------------------------------|
| 1 | 4/2/2020 | REVISED PER COMMENTS |
| 2 | 4/17/2020 | UPDATED SURVEY BACKGROUND |
| 3 | 5/26/2020 | REVISED PER CITY COMMENTS |
| 4 | 6/12/2020 | REVISED PER CITY COMMENTS |
| 5 | 6/18/2020 | REVISED PER CITY COMMENTS |
| 6 | 7/23/2020 | REVISED PER CITY/COUNTY COMMENTS |
| 7 | 8/14/2020 | REVISED PER CITY/COUNTY COMMENTS |
| 8 | 8/24/2020 | REVISED PER CITY/COUNTY COMMENTS |
| 9 | 9/17/2020 | REVISED PER CITY/COUNTY COMMENTS |
| 10 | 9/17/2020 | REVISED PER CITY/COUNTY COMMENTS |

DATE	DESIGNED BY	DATE	DESIGNED BY
03/15/2020	A.C.D.	03/15/2020	A.C.D.
03/15/2020	A.C.D.	03/15/2020	A.C.D.
03/15/2020	A.C.D.	03/15/2020	A.C.D.
03/15/2020	A.C.D.	03/15/2020	A.C.D.

WILD HORSE CREEK ROAD W. CHESTERFIELD PARKWAY
BURKHARDT PLACE - CHESTERFIELD, MISSOURI

TRAFFIC SIGNAL CONCEPT PLAN

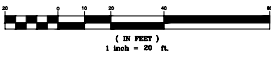
C9.0

SPECIAL NOTE:
ALL ISLAND CUT-THROUGH AND CURB RAMPS SHALL BE 8 FT. WIDE PER ST. LOUIS COUNTY EMAIL DATED 8/13/2020.

ST. LOUIS COUNTY NOTES

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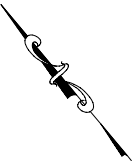
GRAPHIC SCALE

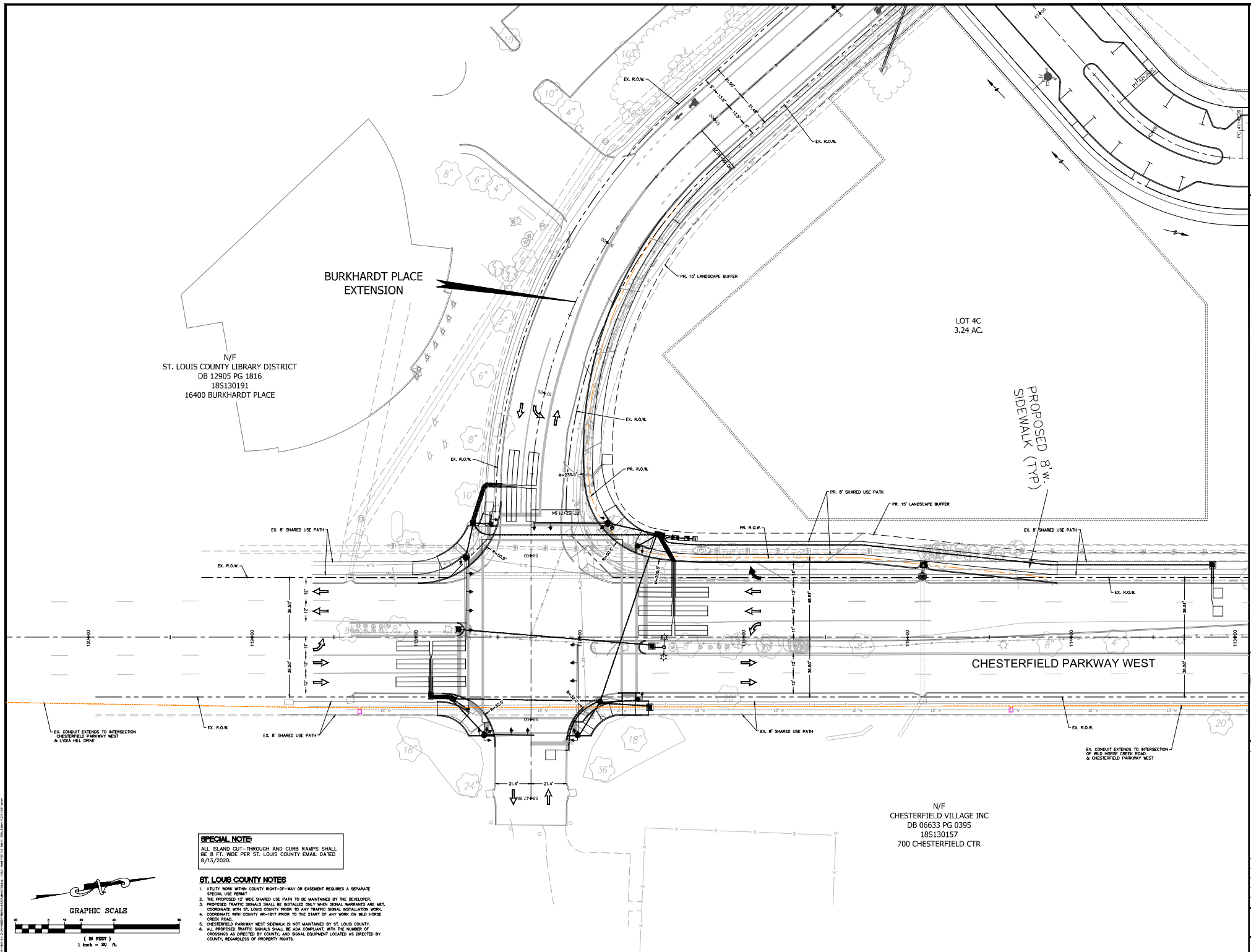


CONNECTOR ROAD

LOT 2A
8.57 AC.

LOT 3A
2.48 AC.





N/F
ST. LOUIS COUNTY LIBRARY DISTRICT
DB 12905 PG 1816
185130191
16400 BURKHARDT PLACE

LOT 4C
3.24 AC.

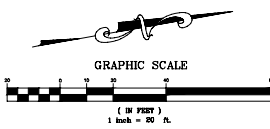
PROPOSED 8' W.
SIDEWALK (TYP)

CHESTERFIELD PARKWAY WEST

N/F
CHESTERFIELD VILLAGE INC
DB 06633 PG 0395
185130157
700 CHESTERFIELD CTR

SPECIAL NOTE:
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PREPARED BY:

STUD & ASSOCIATES
Civil Engineering, Inc.

257 Chesterfield Parkway
St. Louis, MO 63105 PH: (636) 334-4881 FAX: (636) 334-4833
Web: www.studassociates.com

CATEGORIES A & B SITE CONCEPT PLAN - INFRASTRUCTURE AND ROADWAYS FOR:

WILDHORSE VILLAGE
WILD HORSE CREEK ROAD W. CHESTERFIELD PARKWAY
BURKHARDT PLACE - CHESTERFIELD, MISSOURI

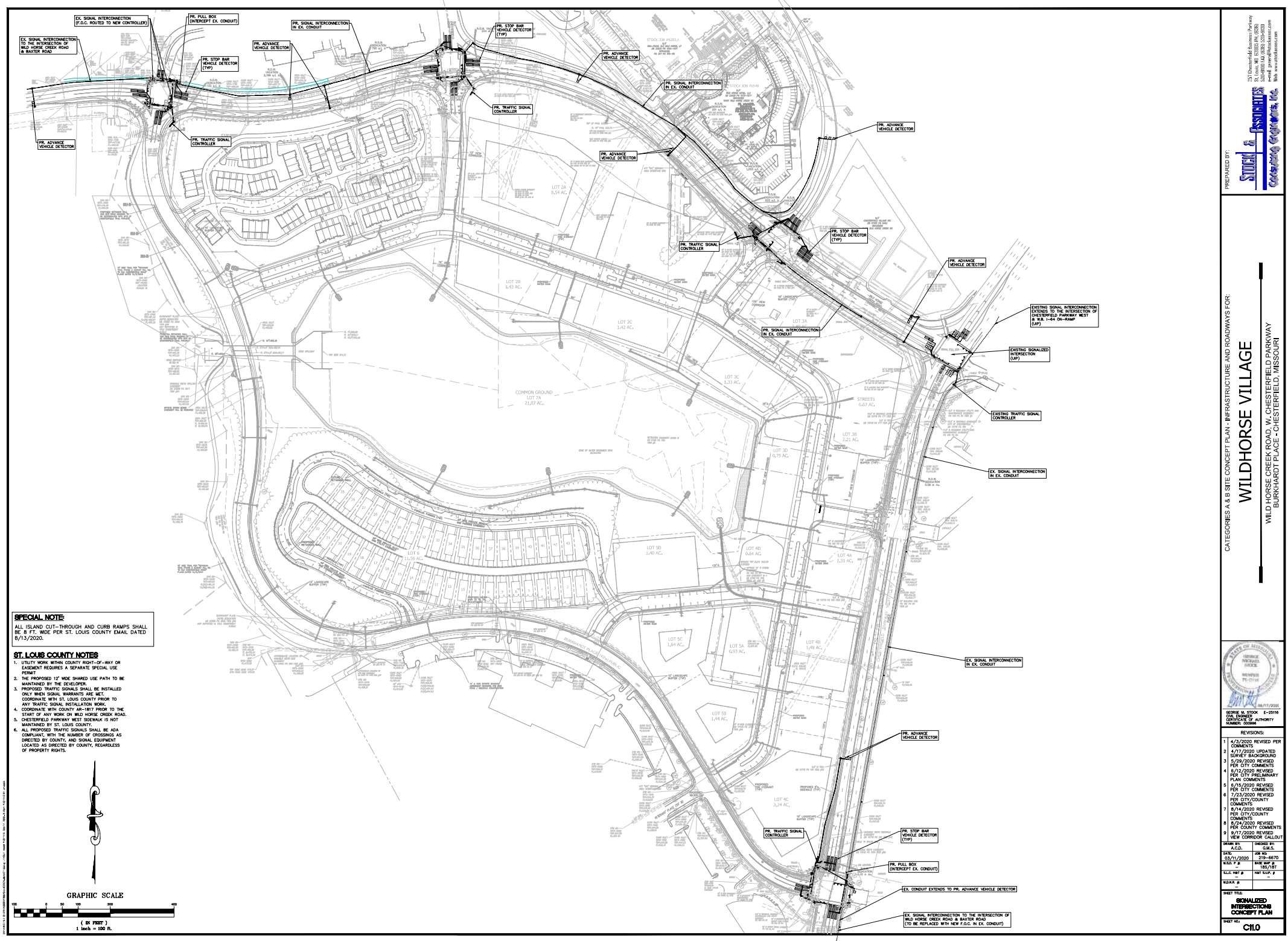
REVISIONS:

1	4/2/2020	REVISED PER COMMENTS
2	4/17/2020	UPDATED SURVEY BACKGROUND
3	5/29/2020	REVISED PER CITY COMMENTS
4	6/12/2020	REVISED PER CITY COMMENTS
5	6/18/2020	REVISED PER CITY COMMENTS
6	7/23/2020	REVISED PER CITY/COUNTY COMMENTS
7	8/4/2020	REVISED PER CITY/COUNTY COMMENTS
8	8/24/2020	REVISED PER CITY/COUNTY COMMENTS
9	9/17/2020	REVISED PER CITY/COUNTY COMMENTS
10	9/17/2020	NEW CORRIDOR CALLOUT

DRAWN BY: T.D.S. / G.M.S.
CHECKED BY: A.C.D. / G.M.S.
DATE: 03/15/2020
SCALE: AS SHOWN
SHEET # 2 OF 2
SHEET # 185/181
SHEET # 185/181
SHEET # 185/181

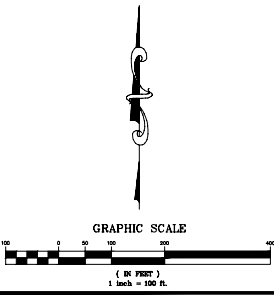
TRAFFIC SIGNAL CONCEPT PLAN

SHEET NO: C10.0



SPECIAL NOTE:
ALL ISLAND CUT-THROUGH AND CURB RAMPS SHALL BE 8 FT. WIDE PER ST. LOUIS COUNTY EMAIL DATED 6/13/2020.

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CATEGORIES A & B SITE CONCEPT PLAN - INFRASTRUCTURE AND ROADWAYS FOR:

WILDHORSE VILLAGE

WILD HORSE CREEK ROAD W. CHESTERFIELD PARKWAY
BURKHARDT PLACE - CHESTERFIELD, MISSOURI

PREPARED BY:

Stued & Associates
Civil Engineering, Inc.

207 Chesterfield Business Parkway
St. Louis, MO 63105 PH: (636) 524-4400 FAX: (636) 524-4539
Web: www.stuedandassociates.com



REVISIONS:	
1	4/2/2020 REVISED PER COMMENTS
2	4/17/2020 UPDATED SURVEY BACKGROUND
3	5/29/2020 REVISED PER CITY COMMENTS
4	6/12/2020 REVISED PER CITY PRELIMINARY PLAN COMMENTS
5	6/18/2020 REVISED PER CITY COMMENTS
6	7/23/2020 REVISED PER CITY/COUNTY COMMENTS
7	8/14/2020 REVISED PER CITY/COUNTY COMMENTS
8	8/24/2020 REVISED PER CITY/COUNTY COMMENTS
9	9/17/2020 REVISED PER CITY/COUNTY COMMENTS
10	NEW CORRIDOR CALLOUT
DRAWN BY: J.A.C. CHECKED BY: G.M.S.	
DATE: 03/15/2020	PROJECT NO: 219-4670
SHEET # 8	SHEET TOTAL: 185/181
SHEET # 8	SHEET TOTAL: 185/181
SHEET TITLE: SIGNALIZED INTERSECTIONS CONCEPT PLAN	
SHEET NO: CH1.0	

WILDHORSE VILLAGE

 WILD HORSE CREEK ROAD, W CHESTERFIELD PARKWAY, AND

 BURKHART ROAD - CHESTERFIELD MISSOURI

WILDHORSE VILLAGE SITE INDIVIDUAL TREES

ID	Tree Name	DBH	Species	Condition	Comment	Onsite	Offsite
1	Red Maple	18	1	1	Trunk Decay	X	
2	Red Maple	9	20	1	Trunk Decay	X	
3	Red Maple	9	10	1	Trunk Decay	X	
4	Red Maple	12	12	1		X	
5	Red Maple	9	10	1		X	
6	Green Ash	24	40	2	Poor structure	X	
7	Green Ash	14	20	2	Poor structure	X	
8	Green Ash	14	20	2	Poor structure	X	
9	Green Ash	14	20	2	Poor structure	X	
10	Green Ash	14	20	2	Poor structure	X	
11	Green Ash	8	10	2			X
12	Green Ash	12	10	2			X
13	Green Ash	12	20	2			X
14	Green Ash	18	20	2			X
15	Green Ash	12	20	2			X
16	Green Ash	18	20	2			X
17	Green Ash	12	20	2			X
18	Liquid	12	20	2	Multi-stem	X	
19	Liquid	12	20	2	Multi-stem	X	
20	Hamulus	24	30	2	Multi-stem	X	
21	Shed	12	10	2		X	
22	Liquid	12	20	2		X	
23	Liquid	12	20	2		X	

Condition Rating
1 = Poor
2 = Excellent

WILDHORSE VILLAGE SITE TREE NOTES

- Woodland "A" (110,955 sq ft) (2.547ac)
 - Primarily Red Oak, Black Cherry, Sugar Maple, Elm, with Honeysuckle understorey and some Redbuds.
 - Condition: Fair
 - Average size 8-12" DBH
- Woodland "B" (135,622 sq ft) (3.113ac)
 - Primarily Red Oak, Sassafras, Elm
 - Condition: Fair
 - Average size 10" DBH
- Woodland "C" (97,155 sq ft) (2.230ac)
 - Cedar/Hardwood mix
 - Condition: Poor to fair
 - Average size 10" DBH
- Woodland "D" (101,387 sq ft) (2.328ac)
 - Primarily Red Oak, Elm, Cedar
 - Condition: Poor to fair
 - Average size 10" DBH
- Woodland "E" (191,558 sq ft) (4.398ac)
 - Primarily Sassafras, Black Cherry, Elm, with Honeysuckle and Russian Olive understorey
 - Condition: Poor to fair
 - Average size 6-8" DBH along western portion and 10-12" DBH along eastern portion
- Woodland "F" (52,711 sq ft) (1.210ac)
 - Primarily Red Oak, Elm, Cedar
 - Condition: Fair
 - Average size 8-10" DBH

Woodland "A" = 110,955 sq ft
 Woodland "B" = 135,622 sq ft
 Woodland "C" = 97,155 sq ft
 Woodland "D" = 101,387 sq ft
 Woodland "E" = 191,558 sq ft
 Woodland "F" = 52,711 sq ft
 Individual trees outside of woodland boundaries = 7,369 sq ft
 TOTAL SQ FT OF EXISTING CANOPY = 696,757 sq ft (16.0 ac)

FREEDOM TITLE SITE INDIVIDUAL TREES

ID	Tree Name	DBH	Species	Condition	Comment	Onsite	Offsite
22	Green Ash	18	40	3			X
23	Green Ash	18	40	3			X
24	Green Ash	18	30	2			X
25	Chesapeake	18	10	2			X
26	Chesapeake	18	10	2			X

Total canopy = 3,378 sq ft (0.08ac)

CVI SITE TREE NOTES

- Woodland "A" (5,719 sq ft) (0.13ac)
 - Primarily Red Oak, Black Cherry, Sugar Maple, Elm, with Honeysuckle understorey and some Redbuds.
 - Condition: Fair
 - Average size 8-12" DBH

BURKHART R.O.W. SITE TREE NOTES

- Woodland "A" (96,175 sq ft) (2.19ac)
 - Primarily Red Oak, Black Cherry, Sugar Maple, Elm, with Honeysuckle understorey and some Redbuds.
 - Condition: Fair
 - Average size 8-12" DBH

LEGEND

- Symbol Description

 # Existing individual tree

 Ex. Individual tree canopy

 Existing On-Site Woodland, see "WILDHORSE VILLAGE" SITE TREE NOTES

 Existing Off-Site Woodland, see "CVI" SITE TREE NOTES

 Existing Off-Site Woodland, see "BURKHART R.O.W." SITE TREE NOTES



Tree Stand Delineation Prepared

 under direction of Brian Sage

 Certified Arborist MW-5033A

Revisions		
Date	Description	No.
5-21-20	Add Tree Info	2

Drawn: LWH

 Checked: JAS

loomisAssociates



 Loomis Associates, Inc.

 10000 N. 10th Street, Suite 100

 Omaha, NE 68131

 Phone: (402) 441-1000

 Fax: (402) 441-1001

 Email: info@loomisassociates.com

 Website: www.loomisassociates.com

NOTE:
PER ORDINANCE #2807 OF 2010, TREE CANOPY CREDITS
WERE PROVIDED AS FOLLOWS:

PARCEL	ACREAGE	WOODLAND COVERAGE	Agreement
C220B	10.5	10.5	Ord. 2607
C204	1.0	1.0	Ord. 2607
C207	0.9	0.2	Ord. 2607
TOTAL	11.7	11.7	Ord. 2607
70%		8.2	
C121	1,012	0.0	First Amendment
C220A	9.9	9.9	First Amendment
C252W	3.3	3.3	First Amendment
C254W	2.5	2.5	First Amendment
C148	0.4	0.4	First Amendment
C254CS	1.4	1.4	First Amendment
TOTAL	18.512	17.5	First Amendment
70%		12.25	
COMBINED		20.45	

'WILDHORSE VILLAGE' SITE INDIVIDUAL TREES

ID	Tree Name	DBH	Canopy Diam.	Condition Rating	Comment	Grade	Offsite	Preserved	To Be Removed
1	Red Maple	12	15	1	Turn Decay	X		X	
2	Red Maple	8	20	1	Turn Decay	X		X	
3	Red Maple	8	10	1	Turn Decay	X		X	
4	Red Maple	12	12	1		X		X	
5	Red Maple	8	10	1		X		X	
6	Green Ash	24	40	2	Free structure	X		X	
7	Green Ash	14	30	2	Free structure	X		X	
8	Green Ash	14	35	2	Free structure	X		X	
9	Green Ash	14	20	2	Free structure	X		X	
10	Green Ash	14	20	2		X		X	
11	Green Ash	8	15	2		X		X	
12	Green Ash	12	15	2		X		X	
13	Green Ash	12	20	2		X		X	
14	Green Ash	18	20	2		X		X	
15	Green Ash	12	20	2		X		X	
16	Green Ash	10	20	2		X		X	
17	Green Ash	12	30	2		X		X	
18	Liquid	18	30	2	Weak stem	X		X	
19	Liquid	10	20	2	Weak stem	X		X	
20	Albizia	24	30	2	Weak stem	X		X	
21	Bark	12	15	2		X		X	
22	Liquid	12	20	2		X		X	
23	Liquid	12	20	2		X		X	

Condition Rating
1 = Poor
2 = Fair
3 = Good
4 = Excellent

TOTAL SITE AREA: 78.23 Ac.
TOTAL EXISTING TREE CANOPY: 696,757 sq ft. (16.0 ac.)

30% REQUIRED PRESERVATION: 16.0 ac. x .30 = 4.8 ac. REQUIRED PRESERVATION
PRESERVED TREE CANOPY: 0%

THIS PROJECT INTENDS TO UTILIZE 4.8 ACRES OF THE TREE CANOPY CREDIT.

'FREEDOM TITLE' SITE INDIVIDUAL TREES

ID	Tree Name	DBH	Canopy Diam.	Condition Rating	Comment	Grade	Offsite	Preserved	To Be Removed
22	Green Ash	12	40	2		X		X	
23	Green Ash	15	40	3		X		X	
24	Green Ash	15	38	3		X		X	
25	Catalpa	10	18	2		X		X	
26	Catalpa	10	15	2		X		X	

TOTAL EXISTING TREE CANOPY: 3,376 sq ft. (0.08 ac.)

30% REQUIRED PRESERVATION: 3,376 sq ft. x .30 = 1,013 sq ft. (0.02 ac.) REQUIRED PRESERVATION
PRESERVED TREE CANOPY: 0%

THIS PROJECT INTENDS TO UTILIZE 0.02 ACRES OF THE TREE CANOPY CREDIT.

'CVI' SITE TREES

TOTAL EXISTING TREE CANOPY: 5,719 sq ft. (0.13 ac.)

30% REQUIRED PRESERVATION: 5,719 sq ft. x .30 = 1,716 sq ft. (0.04 ac.) REQUIRED PRESERVATION
PRESERVED TREE CANOPY: 0%

THIS PROJECT INTENDS TO UTILIZE 0.04 ACRES OF THE TREE CANOPY CREDIT.

'BURKHART R.O.W.' SITE TREES

TOTAL EXISTING TREE CANOPY: 56,175 sq ft. (1.29 ac.)

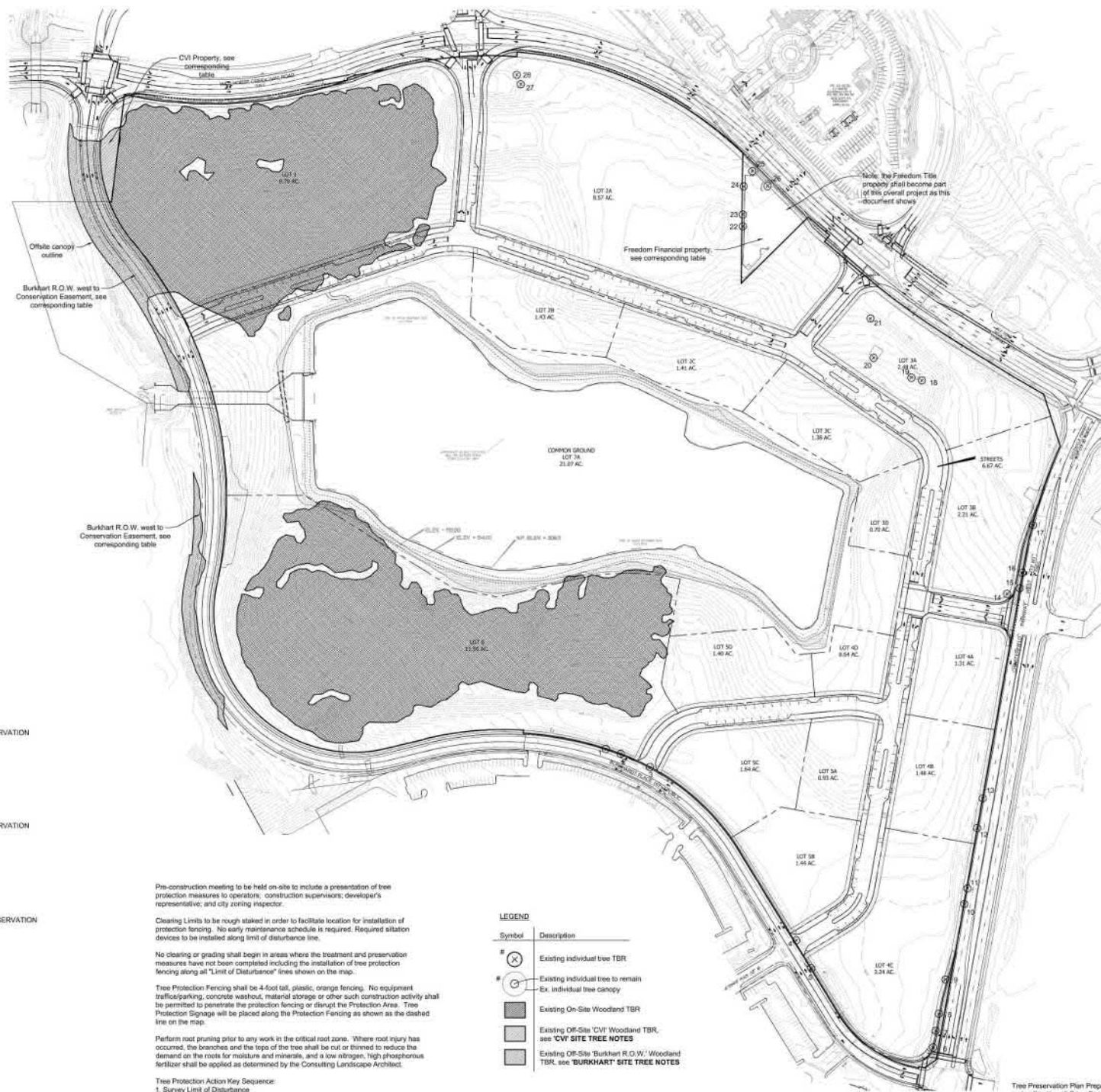
30% REQUIRED PRESERVATION: 56,175 sq ft. x .30 = 16,853 sq ft. (0.39 ac.) REQUIRED PRESERVATION
PRESERVED TREE CANOPY: 0%

THIS PROJECT INTENDS TO UTILIZE 0.39 ACRES OF THE TREE CANOPY CREDIT.

TOTAL TREE CANOPY CREDITS UTILIZED

WILDHORSE VILLAGE = 4.8 ac.
FREEDOM TITLE = 0.02 ac.
CVI = 0.04 ac.
BURKHART R.O.W. = 0.39 ac.

TOTAL = 5.25 ac. TREE CANOPY CREDITS UTILIZED



LEGEND

Symbol	Description
⊗	Existing individual tree TBR
⊙	Existing individual tree to remain
⊖	Ex. Individual tree canopy
■	Existing On-Site Woodland TBR
■	Existing Off-Site 'CVI' Woodland TBR, see 'CVI' SITE TREE NOTES
■	Existing Off-Site 'Burkhart R.O.W.' Woodland TBR, see 'BURKHART' SITE TREE NOTES

Pre-construction meeting to be held on-site to include a presentation of tree protection measures to operators, construction supervisors, developer's representative, and city zoning inspector.

Clearing Limits to be rough staked in order to facilitate location for installation of protection fencing. No early maintenance schedule is required. Required staking devices to be installed along limit of disturbance line.

No clearing or grading shall begin in areas where the treatment and preservation measures have not been completed including the installation of tree protection fencing along all "Limit of Disturbance" lines shown on the map.

Tree Protection Fencing shall be 4-foot tall, plastic, orange fencing. No equipment, traffic/parking, concrete washout, material storage or other such construction activity shall be permitted to penetrate the protection fencing or disrupt the Protection Area. Tree Protection Signage will be placed along the Protection Fencing as shown as the dashed line on the map.

Perform root pruning prior to any work in the critical root zone. Where root injury has occurred, the branches and the tops of the tree shall be cut or thinned to reduce the demand on the roots for moisture and minerals, and a low nitrogen, high phosphorus fertilizer shall be applied as determined by the Consulting Landscape Architect.

Tree Protection Action Key Sequence:

1. Survey Limit of Disturbance
2. Perform root pruning
3. Install Tree Protection Fencing
4. Post Tree Protection Signage on Fence; no signs will be posted on any trees
5. Maintain Tree Protection Area as off-limits zone

Tree Preservation Plan

SCALE 1"=100'



Tree Preservation Plan Prepared
under direction of Brian Bage
Certified Arborist MW-5033A

WILDHORSE VILLAGE

WILD HORSE CREEK ROAD, W CHESTERFIELD PARKWAY, AND
BURKHART PLACE - CHESTERFIELD MISSOURI

Date	Description	No.
4-3-20	Plan Revision	1
5-21-20	Add Tree Info	2
6-15-20	Plan Revision	3
7-23-20	Plan Revision	4

Drawn: LWH
Checked: JAS

Sheet Title: Tree Preservation Plan

Sheet No: TPP-1

Date: 03/04/20
Job #: 813.082

April 1, 2020

Mr. George Stock
Stock & Associates Consulting Engineers, Inc.
257 Chesterfield Business Parkway
Chesterfield, Missouri 63005

RE: Traffic Impact Study
Wild Horse Village Mixed Use Development
Chesterfield, Missouri
CBB Job No. 009-20

Dear Mr. Stock:

As requested, CBB has completed a traffic impact study pertaining to a proposed mixed-use development, known as Wild Horse Village, in Chesterfield, Missouri. The proposed site is generally bound by Chesterfield Parkway on the east, Burkhardt Place on the south and west, and Wild Horse Creek Road on the north. The location of the site in relation to the surrounding road system is depicted in **Figure 1**.

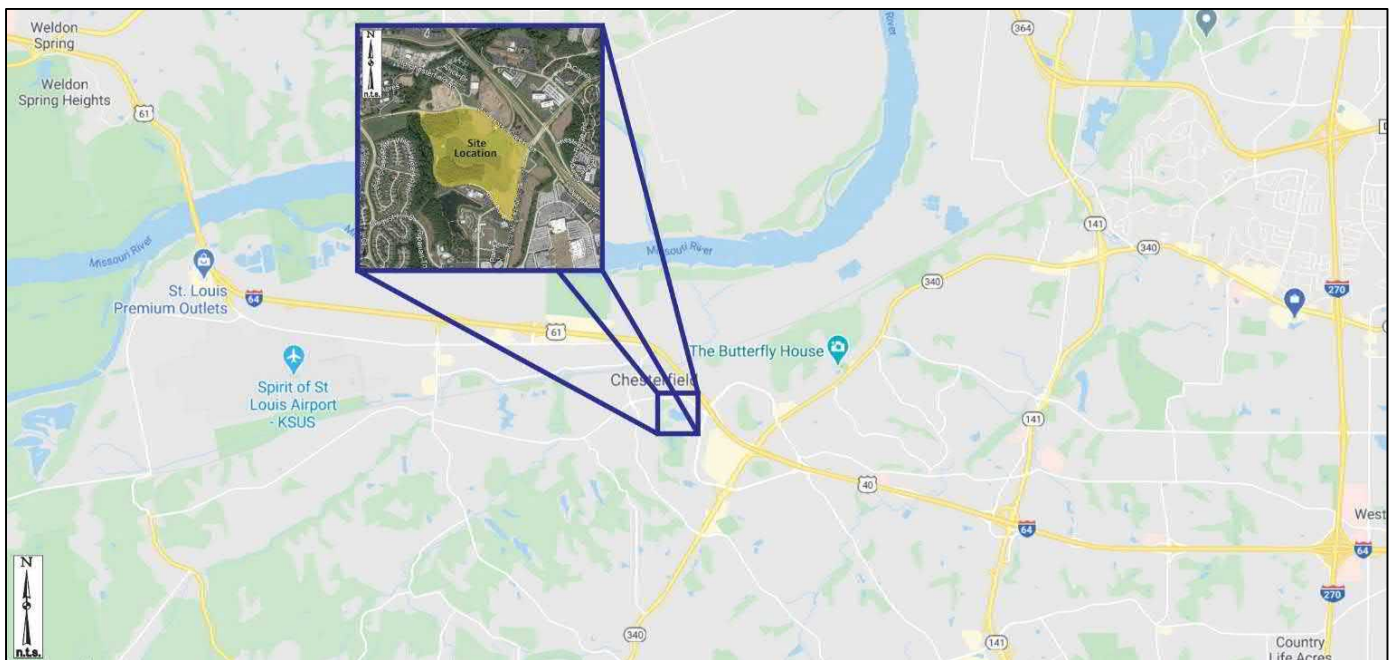


Figure 1: Project Location Map



The subject site is known as Area 1 and is governed by the City of Chesterfield Ordinance #3023 – Planned Commercial and Residence District dated November 5, 2018. The subject site as well as Areas 2 and 3, totaling approximately 99 acres, are entitled to construct up to 1,700,000 square feet (SF) of retail, office, commercial, civic and lodging uses and up to 1,000 residential units. This traffic impact study is being performed to satisfy condition “J. Traffic Study” of Ordinance #3023.

Based on the concept plan and information provided by Stock & Associates, approximately 60 single-family villas, 740 apartment/condo units, 560,000 SF of office space, 196,000 SF of commercial space with a mix of retail and restaurants. In conjunction with the proposed development, Burkhardt Place would be extended from its current terminus near the YMCA to Wild Horse Creek Road, tying in opposite the access for the Aventura at Wild Horse Creek apartments. Based on the concept plan provided by Stock & Associates, the following access points are proposed to accommodate the Wild Horse Village mixed-use development:

- A new access drive on Wild Horse Creek Road opposite the eastbound I-64 off-ramp;
- A new right-in/right-out (RIRO) drive on Wild Horse Creek Road between the eastbound I-64 off-ramp and Old Chesterfield Road;
- A new access drive on Wild Horse Creek Road opposite Old Chesterfield Road;
- The future intersection of Wild Horse Creek Road and Burkhardt Place;
- The existing intersection of Chesterfield Parkway and Burkhardt Place;
- An access drive on Chesterfield Parkway between Wild Horse Creek Road and Burkhardt Place; and
- Several access drives along Burkhardt Place.

A schematic of the site layout provided is shown in **Exhibit 1**.

CBB discussed the scope of work for this study with the City of Chesterfield, St. Louis County Department of Transportation (SLCDOT) and the Missouri Department of Transportation (MoDOT) at the commencement of the study process (Meeting on February 5, 2020). CBB also provided the technical assumptions summarizing the proposed site trip generation and directional distribution estimates, as well as the 20-year background traffic growth assumptions for the proposed development and gained their consensus on the assumptions prior to completing the traffic analyses.

The purpose of this study was to determine the number of trips that would be generated by the proposed development and evaluate the impact of those trips on operating conditions along the adjacent roadways. If necessary, roadway improvements and/or traffic control modifications were recommended to mitigate the impact of the development. The focus of this study was the AM and PM peak hours of a typical weekday.

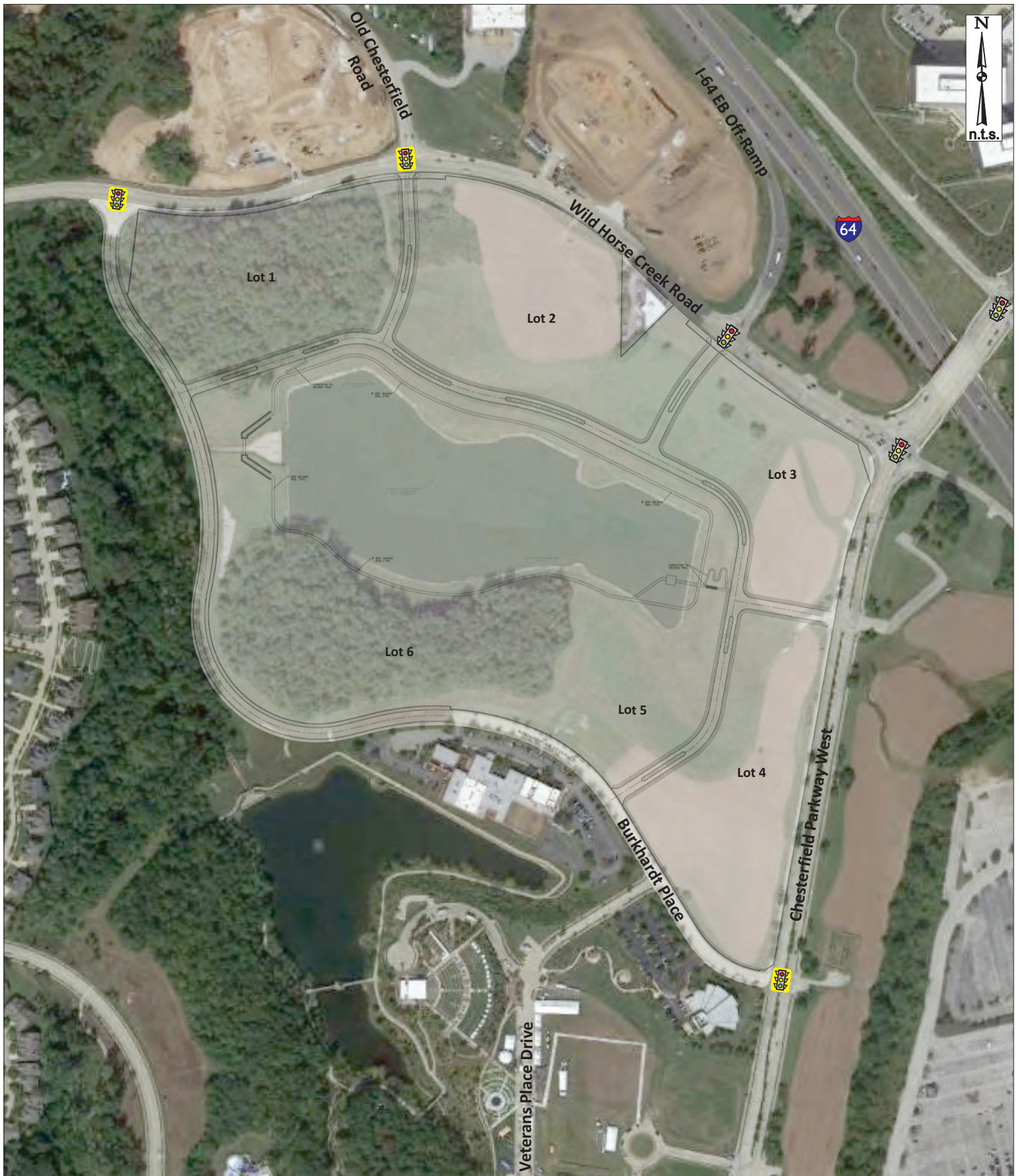


Exhibit 1: Preliminary Site Plan (provided by others)

Job# 009-20
04/01/2020



As requested, the following intersections were included in the study:

1. Baxter Road and Edison Avenue;
2. Baxter Road and Old Chesterfield Road;
3. Wild Horse Creek Road and Baxter Road;
4. Wild Horse Creek Road and Old Chesterfield Road;
5. Wild Horse Creek Road and I-64 EB Off-ramp;
6. Chesterfield Parkway West and I-64 NOR;
7. Chesterfield Parkway West and Wild Horse Creek Road/I-64 SOR;
8. Burkhardt Place and Veterans Place Drive;
9. Chesterfield Parkway West and Burkhardt Place;
10. Chesterfield Parkway West and Lydia Hill Drive;
11. Chesterfield Parkway West and Justus Post Drive;
12. Chesterfield Parkway West and SB Clarkson Road Ramps;
13. Chesterfield Parkway West and NB Clarkson Road Ramps;
14. Wild Horse Creek Road and Burkhardt Place/Aventura;
15. Wild Horse Creek Road and Proposed Site Drive;
16. Chesterfield Parkway West and Proposed Site Drive; and
17. Burkhardt Place and Proposed Site Drive (just north of Veterans Place Drive).

As requested, the following analysis scenarios were evaluated for the weekday AM and PM peak hours:

- 2020 Base Conditions (Existing plus area approved developments);
- 2020 Build Conditions (2020 Base + Wild Horse Village Build Out Trips); and
- 20-Year Design Conditions.
 - 2040 No-Build Conditions (Existing + background growth + area approved developments + Mall Redevelopment)
 - 2040 Build Conditions (2040 No-Build + Wild Horse Village Build Out Trips)

The following report presents the methodology and findings relative to the Base, 2020 Build and 2040 design year conditions.



EXISTING CONDITIONS

Area Roadway System: Wild Horse Creek Road is an east-west Minor Arterial roadway under the jurisdiction of SLCDOT. Wild Horse Creek Road is generally a three-lane roadway (one lane in each direction plus a two-way center left-turn lane) west of Old Chesterfield Road and transitions to a four/five lane roadway (two lanes each direction plus a two-way center left-turn lane) as it approaches the I-64 eastbound off-ramp. The posted speed limit is 40 miles per hour (mph). The study segment of Wild Horse Creek Road is mostly undeveloped, so sidewalks are not provided along the roadway except for a couple of developed parcels on the north side of Wild Horse Creek Road. As development occurs along the road, sidewalks will be constructed along the frontage of those properties. West of Baxter Road, there are Bike Route signs and marked bike lanes on the shoulder of Wild Horse Creek Road. East of Baxter Road, Wild Horse Creek is marked to allow bicycles and vehicles along the roadway (i.e., Bike Route Signs).

Old Chesterfield Road is a north-south two-lane Minor Collector roadway under the jurisdiction of the City of Chesterfield. The posted speed limit is 35 mph on the west half of the roadway and 40 mph on the east half, closer to Wild Horse Creek Road. Sidewalks are not provided along the roadway; and there are no marked bike lanes.

Baxter Road is a north-south five-lane Minor Arterial roadway (two lanes in each direction plus a two-way center left-turn lane) under the jurisdiction of SLCDOT. The posted speed limit is 40 mph. Sidewalks are provided along both sides of the roadway. Baxter Road is marked to allow bicycles and vehicles along the roadway (i.e., Bike Route Signs).

Edison Avenue is an east-west two-lane Major Collector roadway under the jurisdiction of the City of Chesterfield. The posted speed limit is 45 mph. Sidewalks are not provided along the roadway, but there are marked separated bike lanes along both sides of the roadway. Additionally, the Monarch Levee Trail follows along the south side of Edison Road (along the top of the levee).

Chesterfield Parkway West is a circulatory Major Collector roadway under the jurisdiction of SLCDOT that encompasses I-64 with Route 340 in the middle as the north-south route and provides two interchanges to I-64 (Chesterfield Parkway East and Chesterfield Parkway West). In addition, access to Chesterfield Mall and other regional employers are located along the parkway. Chesterfield Parkway is a four-lane median divided roadway with auxiliary lanes provided at most intersections. The posted speed limit is 40 mph. Sidewalks are provided along both sides of the roadway. There are no marked bike lanes.

Burkhardt Place is an east-west two-lane Local roadway under the jurisdiction of the City of Chesterfield. Burkhardt Place provides access to the St. Louis County Library – Samuel C. Sachs Branch and the Chesterfield YMCA. The posted speed limit is 25 mph. Sidewalks are provided along the frontage of the developed parcels on the south side of the roadway. There are no marked bike lanes.



Veterans Place Drive is a north-south two-lane Local roadway under the jurisdiction of the City of Chesterfield. Veterans Place Drive provides access to various commercial sites between Burkhardt Place and Lydia Hill Drive. Sidewalks are provided along both sides of the roadway. There are no marked bike lanes.

Lydia Hill Drive is an east-west two-lane Minor Collector roadway under the jurisdiction of the City of Chesterfield. The posted speed limit is 30 mph. Sidewalks are provided along both sides of the roadway. There are no marked bike lanes. Note, to the east of Chesterfield Parkway West Lydia Hill Drive transitions to Chesterfield Center which provides access to the Chesterfield Mall.

Justus Post Road is a north-south two-lane Local roadway under the jurisdiction of the City of Chesterfield. The posted speed limit is 25 mph. Sidewalks are provided along both sides of the roadway. Justus Post Road is marked to allow bicycles and vehicles along the roadway (i.e., Bike Route Signs).

Fontaine Drive is a north-south roadway under the jurisdiction of the City of Chesterfield located opposite of the southbound Clarkson Road ramps. Fontaine Drive provides access to Chesterfield Center which provides access to the Chesterfield Mall. Sidewalks are not provided along the roadway; and there are no marked bike lanes.

Clarkson Road (Missouri Route 340) is a north-south Principal Arterial under the jurisdiction of MoDOT. Within the study area, Clarkson Road generally consists of a four-lane section (two lanes each direction) separated by a grass median. The posted speed limit is 45 mph and shoulders are provided on both sides of the roadway. There are no marked bike lanes.

The intersection of Edison Road and Baxter Road is controlled by a traffic signal. Separate left and right-turn lanes are provided on for the eastbound Edison Road approach. The northbound approach of Baxter Road consists of a left-turn lane and through lane. The southbound approach of Baxter Road consists of a shared through/right-turn lane. The northbound left-turn movement operates under protected plus permissive phasing. Marked pedestrian crossings and push buttons are provided for all approaches. The Monarch Chesterfield Levee Trail crosses the south leg of the signal. **Figure 2** provides an aerial view of the Edison Road and Baxter Road intersection.

The intersection of Old Chesterfield Road and Baxter Road is side-street stop controlled with Old Chesterfield Road required to stop. Separate left and right-turn lanes are provided for the westbound Old Chesterfield Road approach. The northbound approach of Baxter Road consists of a through lane and right-turn lane. The southbound approach of Baxter Road consists of a left-turn lane and through lane. **Figure 3** provides an aerial view of the Old Chesterfield Road and Baxter Road intersection.

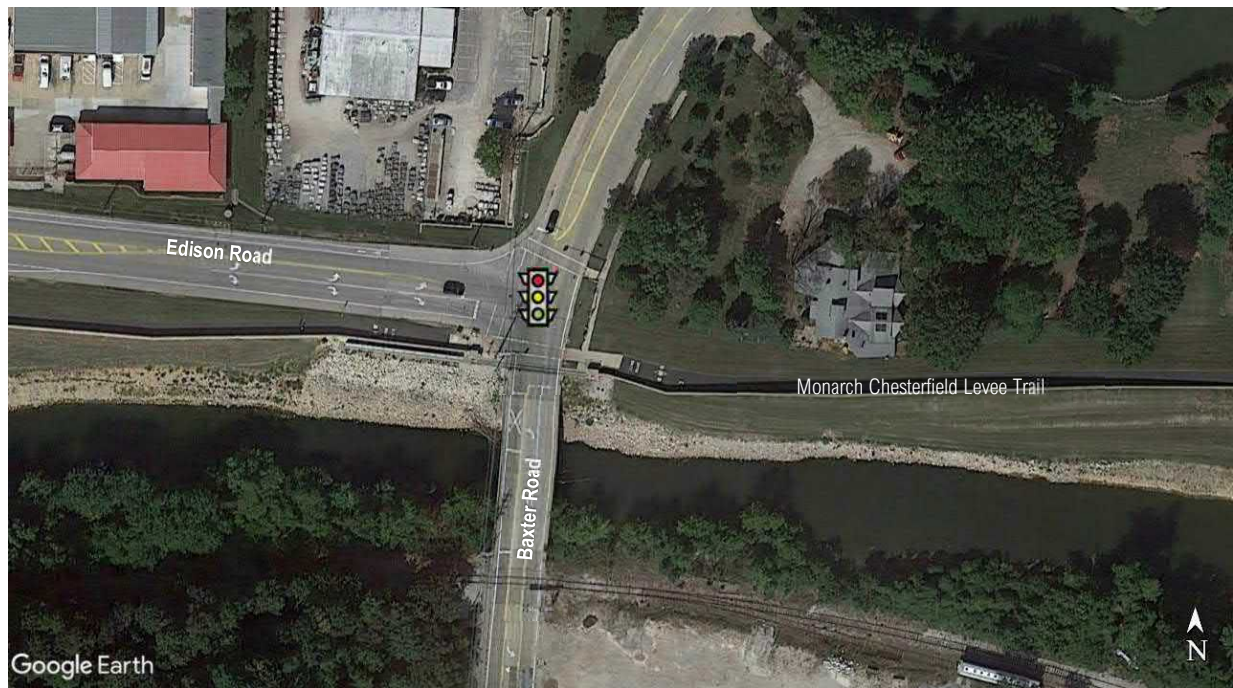


Figure 2: Aerial View of the Edison Road and Baxter Road Intersection

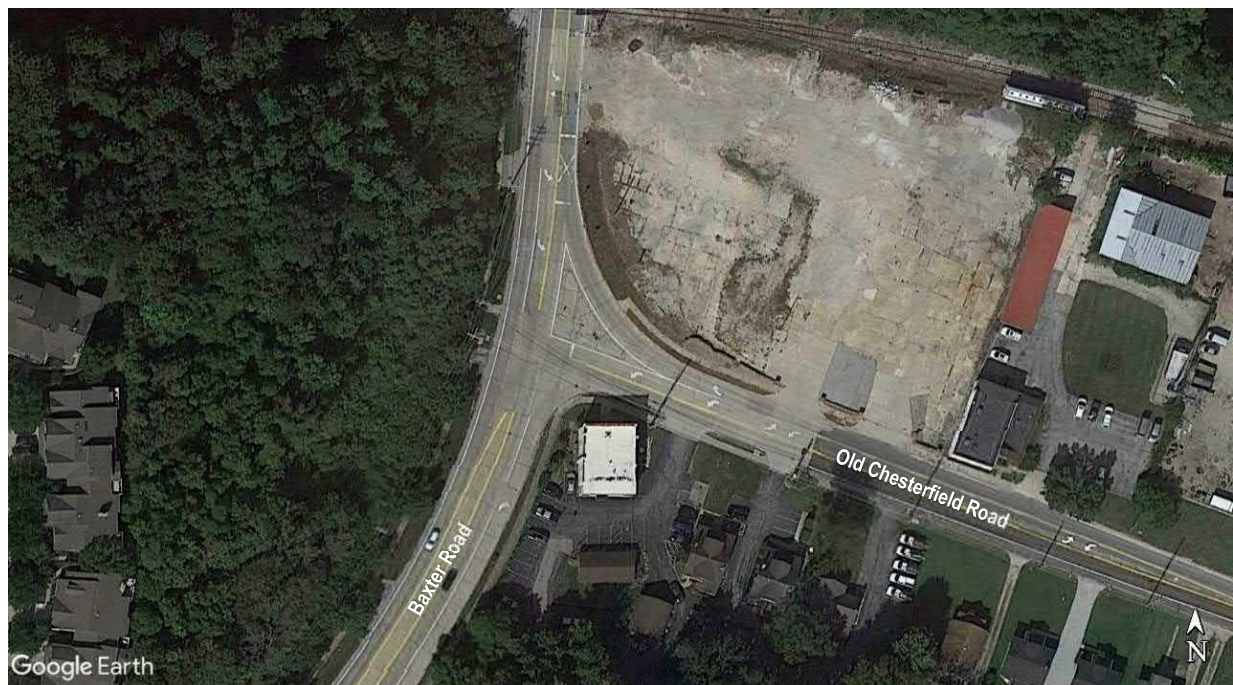


Figure 3: Aerial View of the Old Chesterfield Road and Baxter Road Intersection



The intersection of Wild Horse Creek Road and Baxter Road is controlled by a traffic signal. The northbound and southbound approaches of Baxter Road consist of a left-turn lane, a through lane and a shared through/right-turn lane. The eastbound and westbound approaches of Wild Horse Creek Road consist of a left-turn lane, a through lane and a right-turn lane. Marked pedestrian crossings and push buttons are provided on all approaches. The eastbound and northbound left-turn movements operate under protected plus permissive phasing while the westbound and southbound left-turn movements operate under permissive only phasing. **Figure 4** provides an aerial view of the Wild Horse Creek Road and Baxter Road intersection.

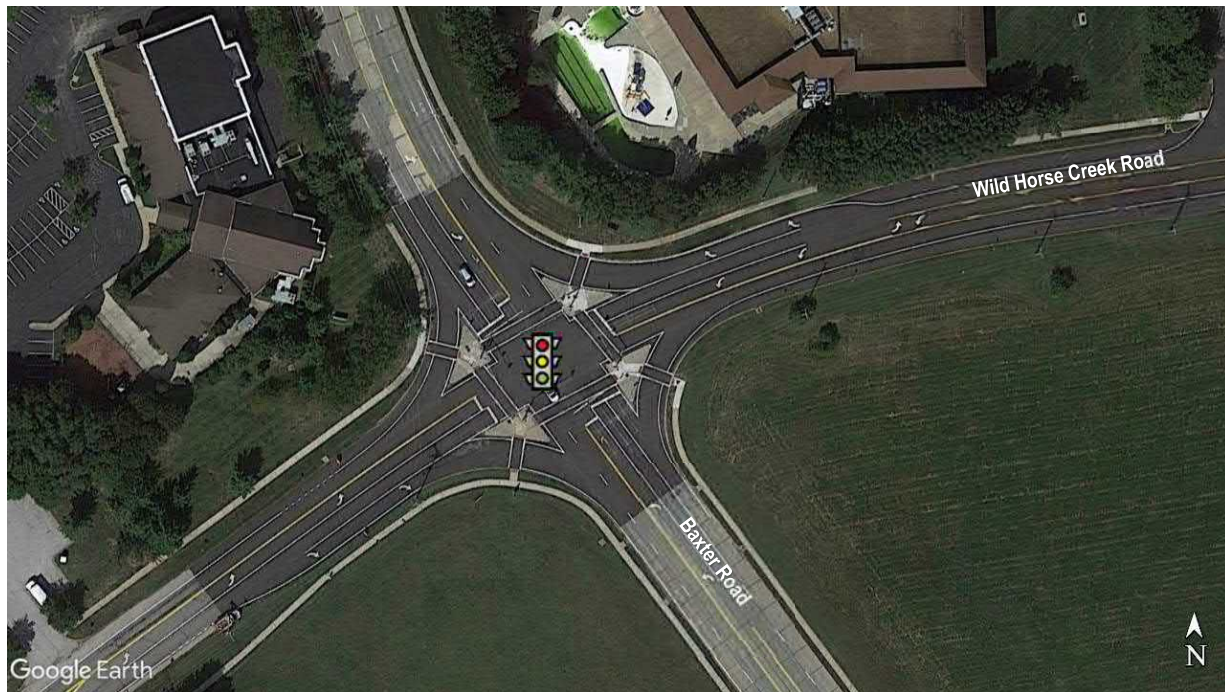


Figure 4: Aerial View of the Wild Horse Creek Road and Baxter Road Intersection

The intersection of Wild Horse Creek Road and Old Chesterfield Road is side-street stop controlled with Old Chesterfield Road required to stop. Separate left and right-turn lanes are provided on Old Chesterfield Road at the approach to Wild Horse Creek Road. The eastbound approach of Wild Horse Creek Road consists of a left-turn lane and a through lane. The westbound approach of Wild Horse Creek Road consists of a through lane and a right-turn lane. **Figure 5** provides an aerial view of the Wild Horse Creek Road and Old Chesterfield Road intersection.



Figure 5: Aerial View of the Wild Horse Creek Road and Old Chesterfield Road Intersection

The intersection of Wild Horse Creek Road and the I-64 EB Off-Ramp is controlled by a traffic signal. The southbound approach of the I-64 EB Off-Ramp consist of a right-turn lane and two left-turn lanes. The eastbound and westbound approaches of Wild Horse Creek Road consist of two through lanes. **Figure 6** provides an aerial view of the Wild Horse Creek Road and I-64 EB Off-Ramp intersection.

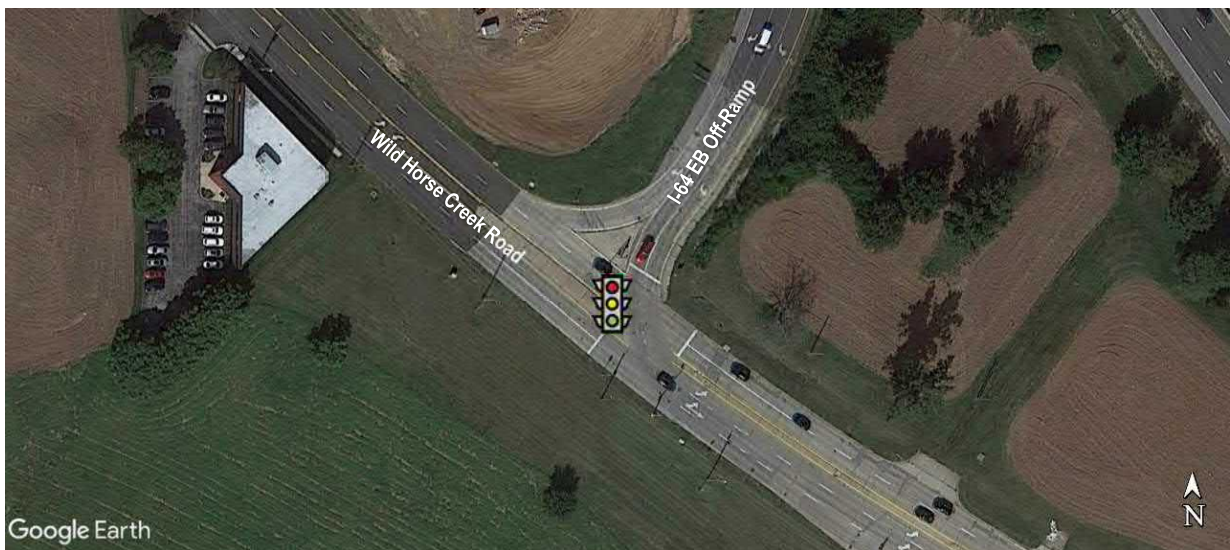


Figure 6: Aerial View of the Wild Horse Creek Road and I-64 EB Off-Ramp Intersection



The intersection of North Outer 40 Road and Chesterfield Parkway is controlled by a traffic signal. The northbound approach of Chesterfield Parkway consists of two left-turn lanes and two through lanes. The southbound approach of Chesterfield Parkway consists of a right-turn lane and three through lanes. The westbound approach of North Outer 40 Road consists of a left-turn lane, a shared left-turn/through lane, a through lane, and a right-turn lane. The northbound left-turn movement operates under protected only phasing. Marked pedestrian crossings and push buttons are provided for the east and west legs of the intersection. **Figure 7** provides an aerial view of the North Outer 40 Road and Chesterfield Parkway intersection.

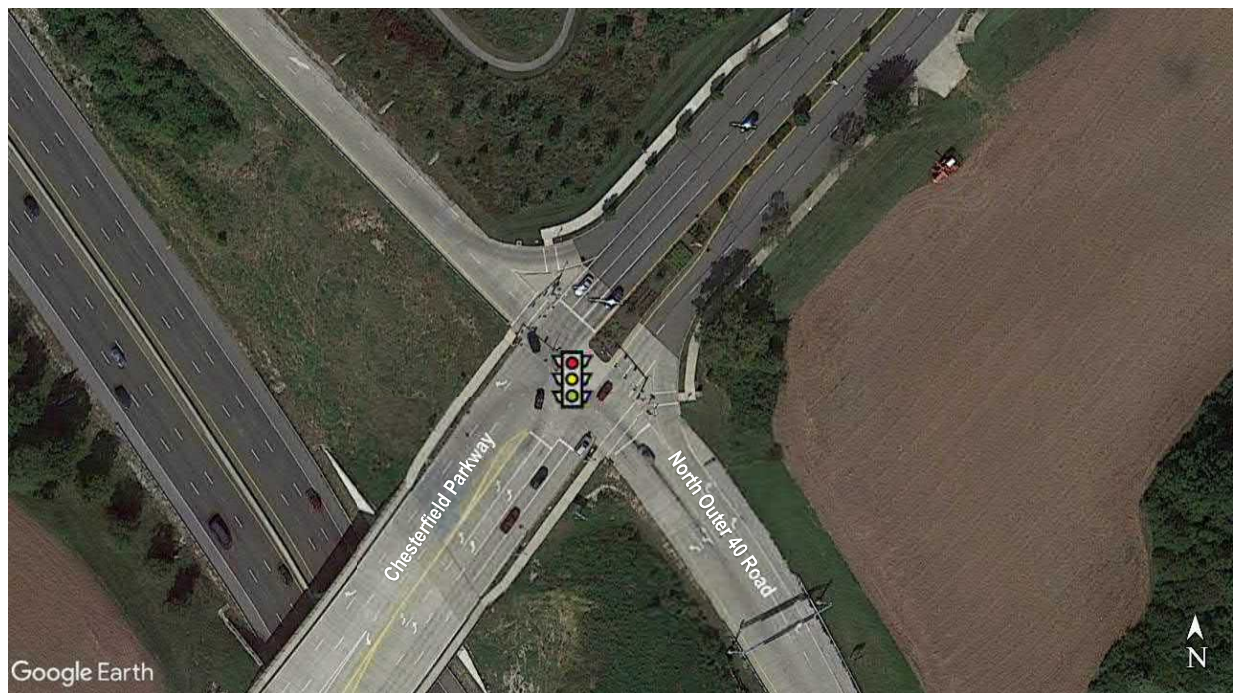


Figure 7: Aerial View of the North Outer 40 Road and Chesterfield Parkway Intersection

The intersection of Wild Horse Creek Road and Chesterfield Parkway is controlled by a traffic signal. The northbound approach of Chesterfield Parkway consists of a left-turn lane, a through lane and a shared through/right-turn lane. The southbound approach of Chesterfield Parkway consists of a left-turn lane, a through lane, a shared through/right-turn lane and a free-flow right-turn lane. The eastbound approach of Wild Horse Creek Road consists of a left-turn lane, a shared through/left-turn lane, a through lane and a right-turn lane. The northbound and southbound left-turn movements operate under protected only phasing in the AM and PM peak periods and protected plus permissive phasing during the off peak. Marked pedestrian crossings and push buttons are provided on the south, east and west legs. **Figure 8** provides an aerial view of the Wild Horse Creek Road and Chesterfield Parkway intersection.

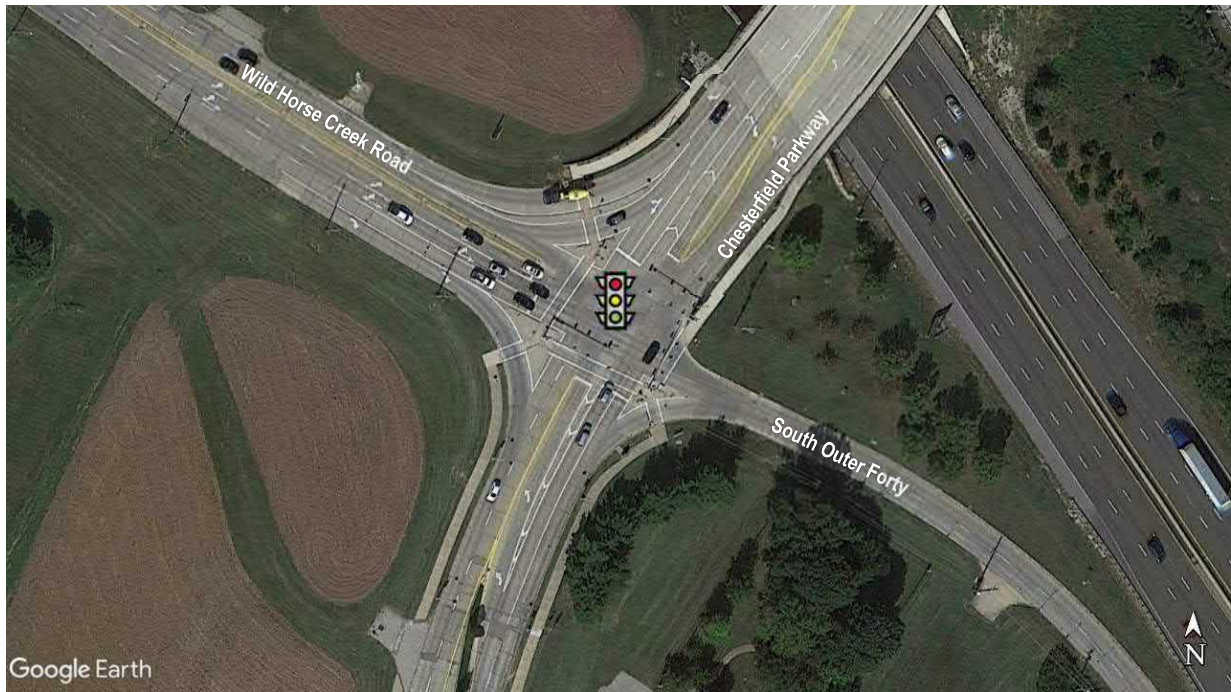


Figure 8: Aerial View of the Wild Horse Creek Road and Chesterfield Parkway Intersection

The intersection of Burkhardt Place and Veterans Place Drive is side-street stop controlled with Veterans Place Drive required to stop. The Veterans Place Drive approach provides a shared left/right-turn lane. The eastbound approach of Burkhardt Place consists of a shared through/right-turn lane. The westbound approach of Burkhardt Place consists of a left-turn lane and through lane. **Figure 9** provides an aerial view of the Burkhardt Place and Veterans Place Drive intersection.

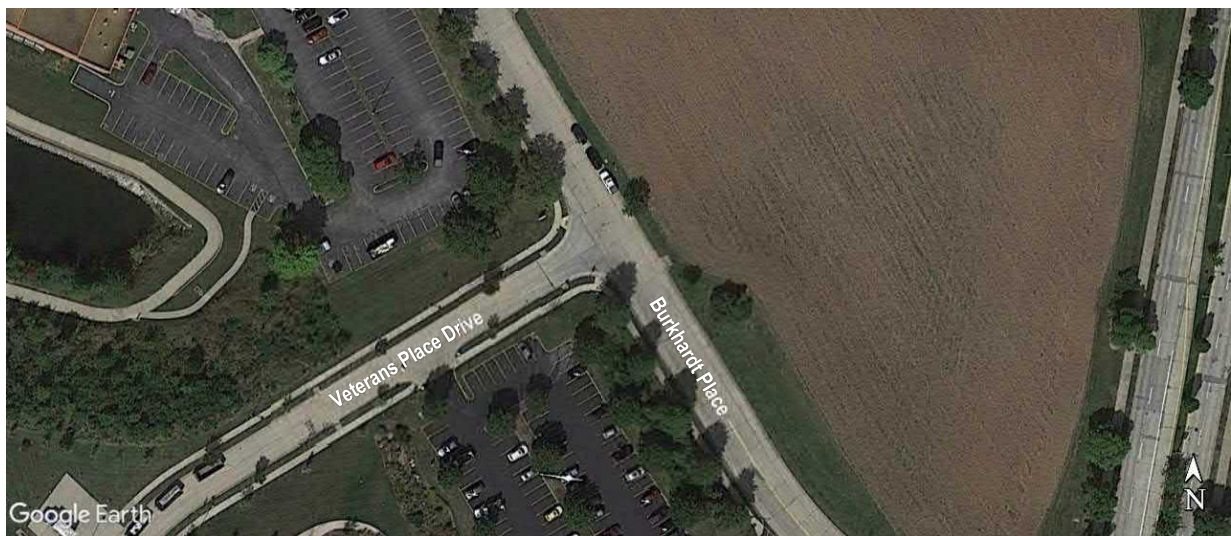


Figure 9: Aerial View of the Burkhardt Place and Veterans Place Drive intersection



The intersection of Burkhardt Place and Chesterfield Parkway is side-street stop controlled with Burkhardt Place required to stop. The northbound approach of Chesterfield Parkway consists of a left-turn lane and two through lanes. The southbound approach of Chesterfield Parkway consists of two through lanes. The eastbound approach of Burkhardt Place consists of a shared left/right-turn lane. **Figure 10** provides an aerial view of the Burkhardt Place and Chesterfield Parkway intersection.

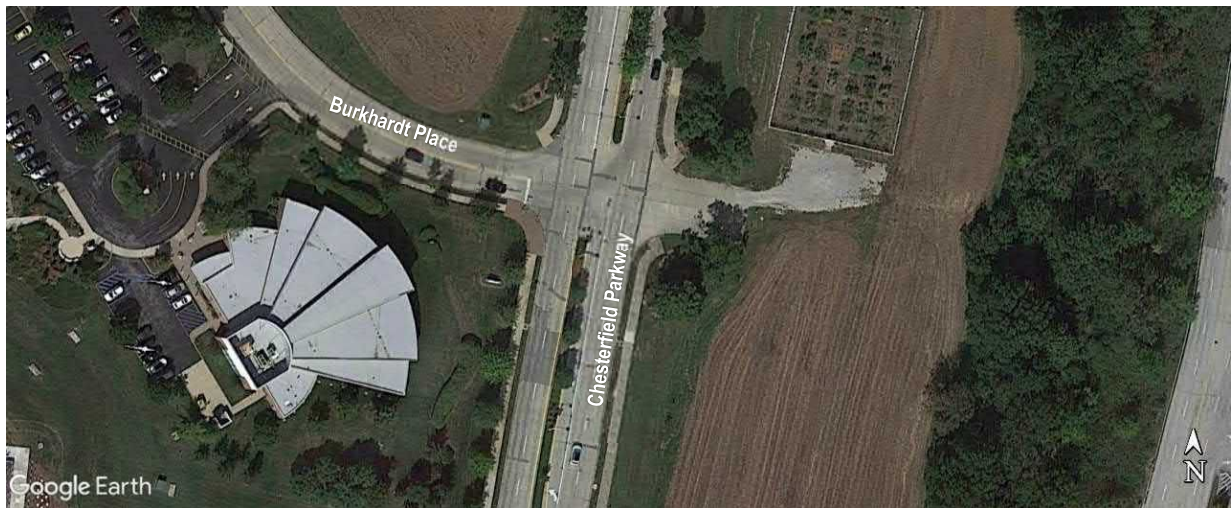


Figure 10: Aerial View of the Burkhardt Place and Chesterfield Parkway Intersection

The intersection of Lydia Hill Drive/Chesterfield Center and Chesterfield Parkway is controlled by a traffic signal. The northbound and southbound approaches of Chesterfield Parkway consist of a left-turn lane, a through lane, and a shared through/right-turn lane. The westbound approach of Chesterfield Center consists of a left-turn lane and a shared through/right-turn lane. The eastbound approach of Lydia Hill Drive consists of a left-turn lane, a through lane, and a right-turn lane. The eastbound and westbound approaches operate under permissive only phasing while the northbound and southbound left-turn movements operate under protected plus permissive phasing. Marked pedestrian crossings and push buttons are provided on all approaches. **Figure 11** provides an aerial view of the Lydia Hill Drive/Chesterfield Center and Chesterfield Parkway intersection.

The intersection of Justus Post Road and Chesterfield Parkway is controlled by a traffic signal. The southbound approach of Justus Post Road consists of a left-turn lane and a shared through/right-turn lane, while the northbound approach consists of a shared left-turn/through lane and a right-turn lane. The eastbound and westbound approaches of Chesterfield Parkway consist of a left-turn lane, a through lane, and a shared through/right-turn lane. The eastbound, northbound and southbound approaches operate under permissive only phasing while the westbound left-turn movements operate under protected plus permissive phasing. Marked pedestrian crossings and push buttons are provided on all approaches. **Figure 12** provides an aerial view of the Justus Post Road and Chesterfield Parkway intersection.

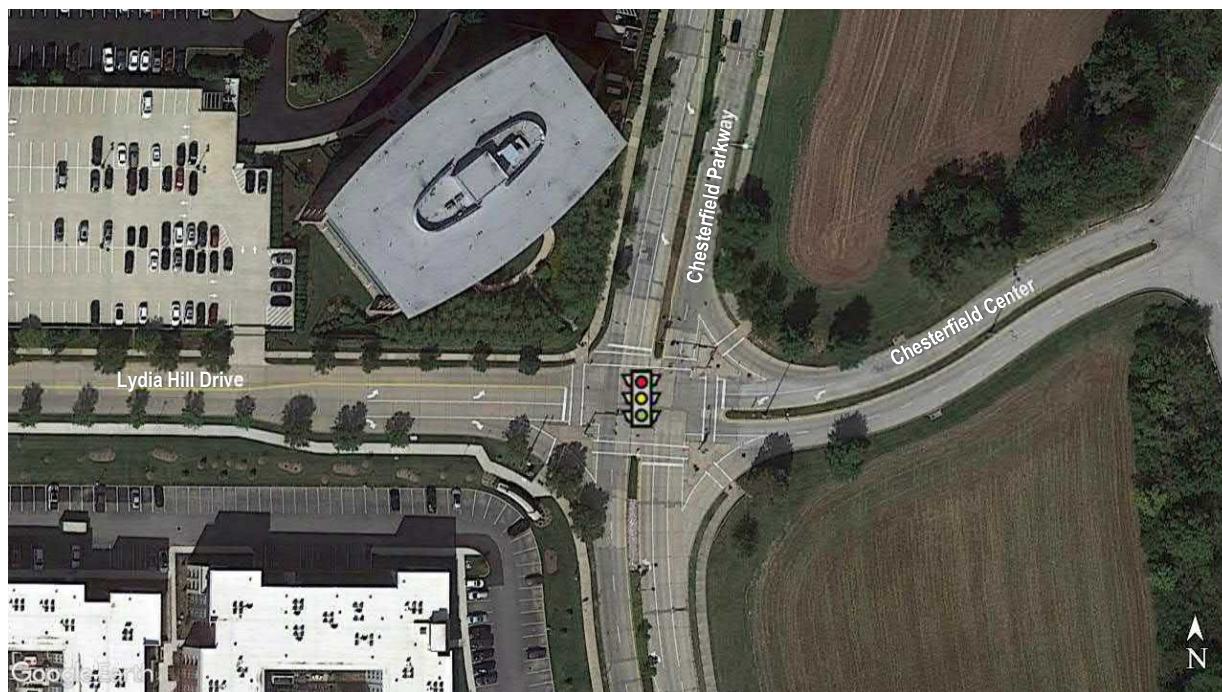


Figure 11: Aerial View of Lydia Hill Drive/Chesterfield Center and Chesterfield Parkway intersection

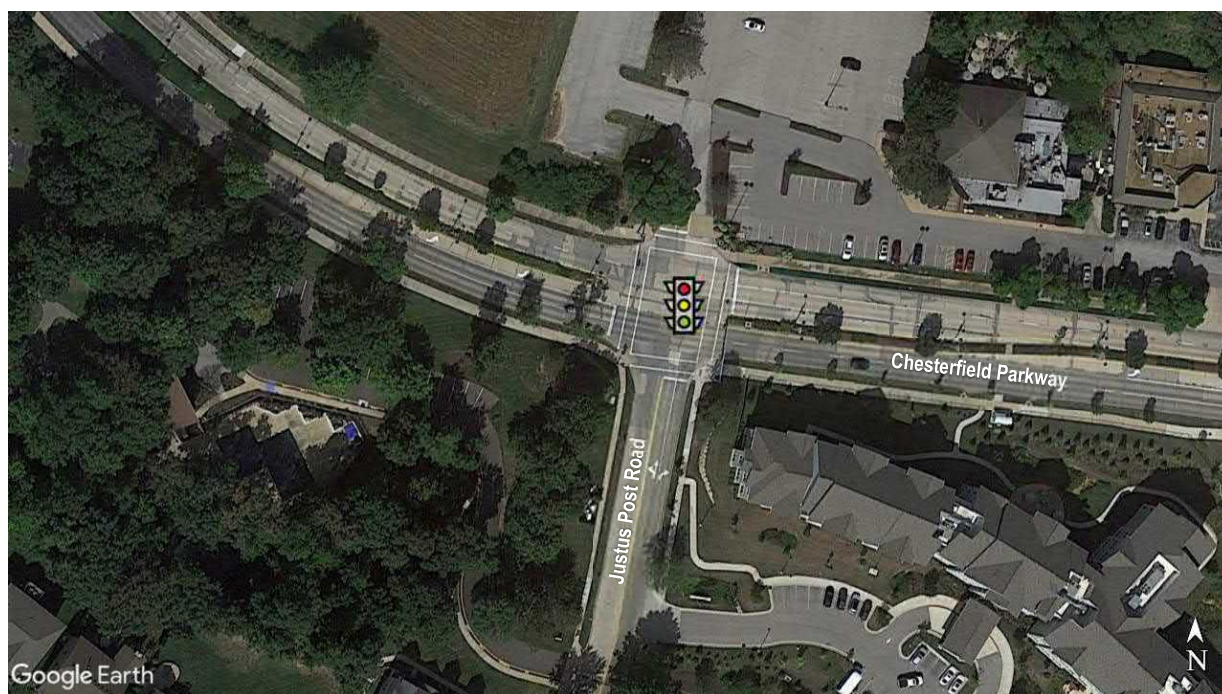


Figure 12: Aerial View of Justus Post Road and Chesterfield Parkway intersection

Clarkson Road and Chesterfield Parkway intersect at a hybrid folded diamond/split diamond interchange where Clarkson Road bridges over Chesterfield Parkway. The southbound Clarkson Road ramps are under a folded diamond configuration while the northbound Clarkson Road Ramps are under a split diamond configuration. **Figure 13** provides an aerial view of the Clarkson Road and Chesterfield Parkway hybrid folded diamond/split diamond interchange.



Figure 13: Aerial View of Clarkson Road and Chesterfield Parkway hybrid folded diamond/split diamond interchange

The intersection of Chesterfield Parkway and Clarkson Road SB Ramps/Fontaine Drive is controlled by a traffic signal. The eastbound approach of Chesterfield Parkway consists of a left-turn lane, a through lane and a shared through/right-turn lane. The westbound approach of Chesterfield Parkway consists of a left-turn lane, two through lanes, a right-turn lane. The southbound approach of Fontaine Drive exiting the mall consists of two left-turn lanes, a through lane, and a right-turn lane. The northbound approach of Clarkson Road SB off-ramp consists of a left-turn lane, a through lane, and a right-turn lane. The eastbound and westbound left-turn movements operate under protected plus permissive phasing while the northbound and southbound approaches operate under split phasing. Marked pedestrian crossings and push buttons are provided on all approaches. **Figure 14** provides an aerial view of the Chesterfield Parkway and southbound Clarkson Road Ramp/Fontaine Drive intersection.

The intersection of Chesterfield Parkway and Clarkson Road NB Ramps is controlled by a traffic signal. The eastbound approach of Chesterfield Parkway consists of a left-turn lane and two through lanes. The westbound approach of Chesterfield Parkway consists of a through lane and a shared through/right-turn lane. The Clarkson Road NB off-ramp consists of a left-turn lane, a shared left-turn/through lane, and a right-turn lane. The eastbound left-turn movement operates under protected plus permissive phasing. Marked pedestrian crossings and push buttons are provided on the north and south legs. **Figure 15** provides an aerial view of the Chesterfield Parkway and Clarkson Road NB Ramps intersection.

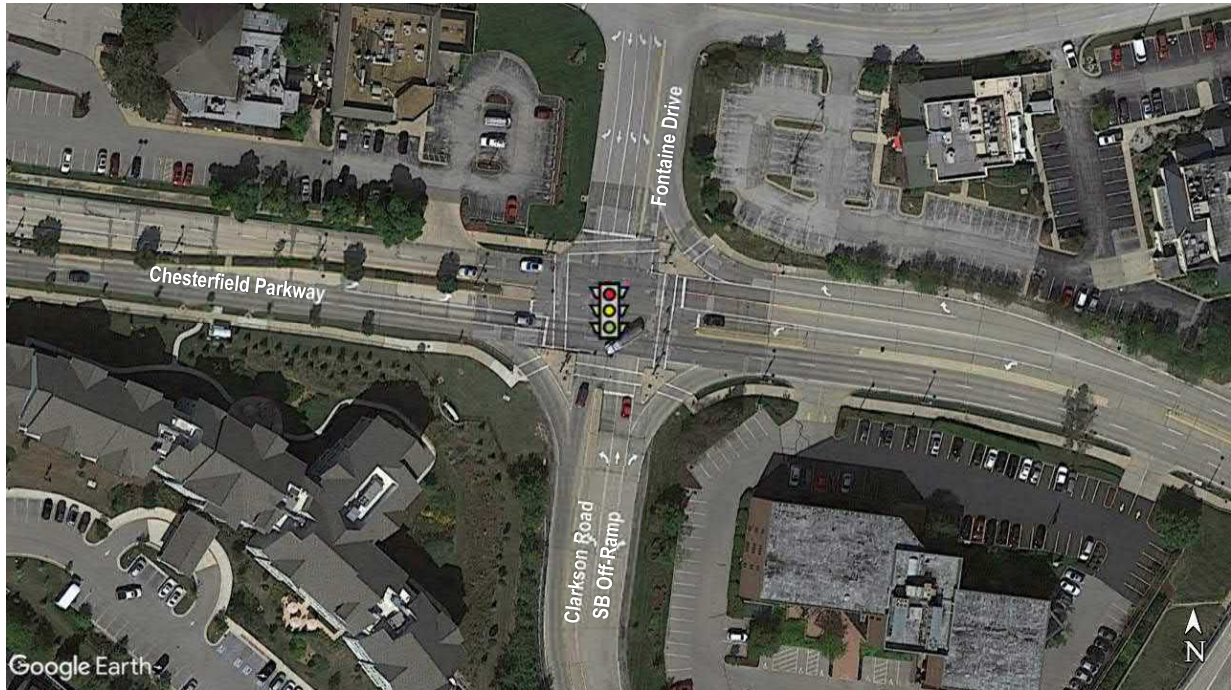


Figure 14: Aerial View of Chesterfield Parkway and Clarkson Road SB Ramps/Fontaine Drive intersection



Figure 15: Aerial View of Chesterfield Parkway and Clarkson Road NB Ramps intersection

Existing Traffic Signal Timings: The signalized intersections along Chesterfield Parkway at Justus Post Road, Fontaine Drive/Clarkson Road southbound ramps, and Clarkson Road



northbound ramps are a part of a coordinated signal system along Chesterfield Parkway during the AM and PM peak hours that operates on a 110 second cycle length.

The signalized intersections of Chesterfield Parkway at the North Outer Road, Chesterfield Parkway at Wild Horse Creek Road, and Wild Horse Creek Road at the I-64 eastbound off-ramp are part of a coordinated signal system during the AM peak hour that operates on a 100 second cycle length. During the PM peak hour Chesterfield Parkway at the North Outer Road and Wild Horse Creek Road are a part of a coordinated signal system that operates on a 120 second cycle length while the Wild Horse Creek Road and I-64 eastbound off-ramp runs free (i.e., actuated uncoordinated).

The signalized intersections of Edison Avenue at Baxter Road, Wild Horse Creek Road at Baxter Road, and Lydia Hill Drive at Chesterfield Parkway all operate under free conditions (i.e., actuated uncoordinated) during the AM and PM peak hours.

Existing Traffic Volumes: Manual, turning movement traffic counts were conducted at the following intersections during the weekday morning (7:00-9:00 a.m.) and weekday afternoon (4:00-6:00 p.m.) peak periods the second and third weeks of February 2020:

- Baxter Road and Edison Avenue;
- Baxter Road and Old Chesterfield Road;
- Wild Horse Creek Road and Baxter Road;
- Wild Horse Creek Road and Old Chesterfield Road;
- Wild Horse Creek Road and I-64 EB Off-ramp;
- Chesterfield Parkway West and I-64 NOR;
- Chesterfield Parkway West and Wild Horse Creek Road/I-64 SOR;
- Burkhardt Place and Veterans Place Drive;
- Chesterfield Parkway West and Burkhardt Place;
- Chesterfield Parkway West and Lydia Hill Drive;
- Chesterfield Parkway West and Justus Post Drive;
- Chesterfield Parkway West and Clarkson Road SB Ramps; and
- Chesterfield Parkway West and Clarkson Road NB Ramps.

The area school academic calendars were reviewed to ensure the data was collected during normal school operations. The traffic count data was also collected during dry weather conditions. The existing weekday AM and PM peak hour volumes are summarized in **Exhibit 2**. Based on the traffic data collected, the morning peak hour occurred between 7:15 and 8:15 a.m. and the afternoon peak hour occurred between 4:45 and 5:45 p.m.

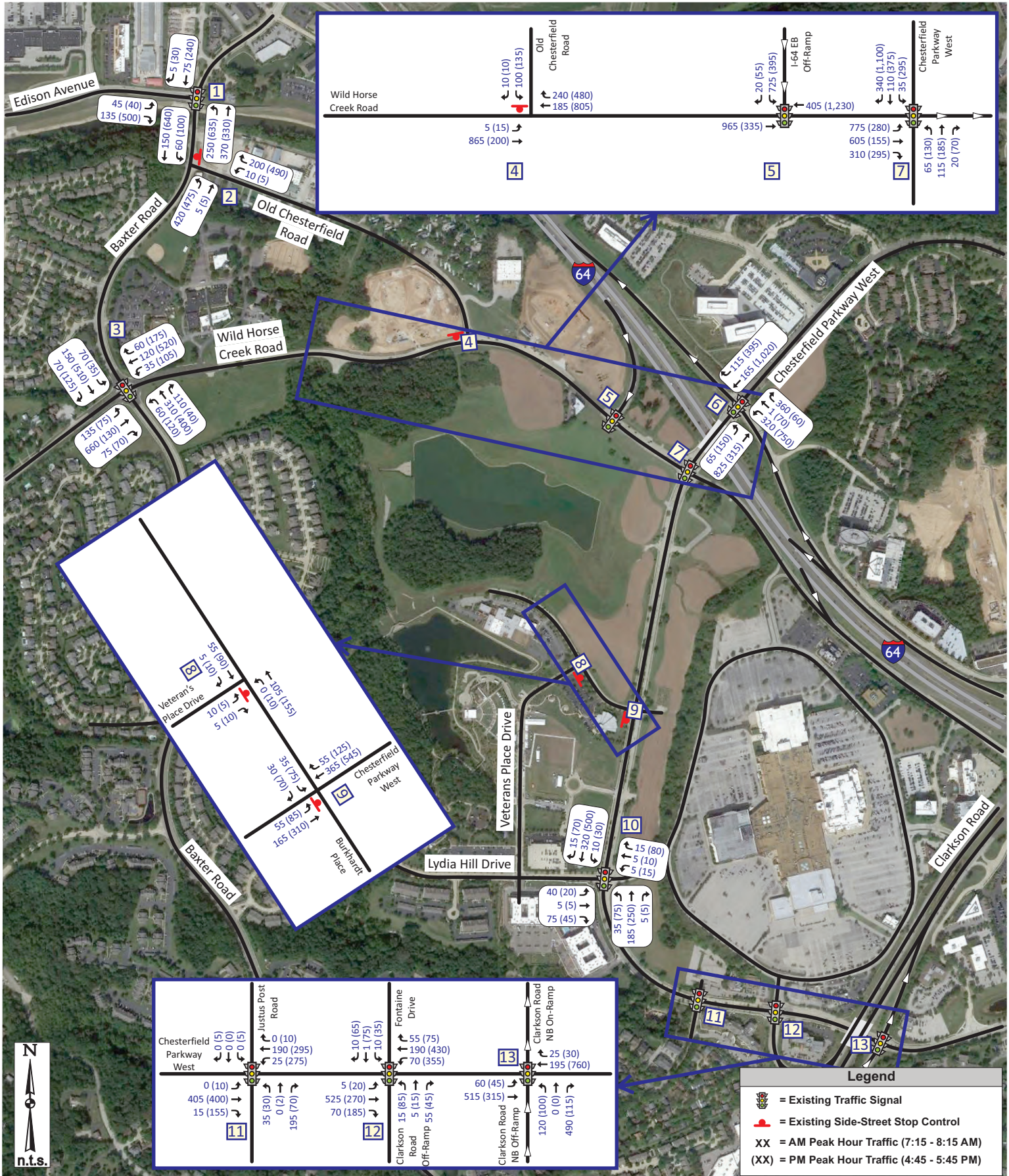


Exhibit 2: Existing Traffic Volumes



Turning movement traffic counts were also conducted during the weekday midday (11:00 a.m. – 1:00 p.m.) peak period at the following intersections:

- Wild Horse Creek Road and Baxter Road;
- Wild Horse Creek Road and Old Chesterfield Road;
- Chesterfield Parkway West and Wild Horse Creek Road/I-64 SOR; and
- Chesterfield Parkway West and Burkhardt Place.

Turning movement traffic counts were also conducted during the Saturday midday (11:00 a.m. – 1:00 p.m.) peak period at the following intersections:

- Wild Horse Creek Road and Baxter Road;
- Wild Horse Creek Road and I-64 EB Off-ramp; and
- Chesterfield Parkway West and NB Clarkson Road Ramps.

Weekday midday and Saturday midday traffic counts were collected to compare to the weekday AM and PM traffic counts at representative intersections to verify that the weekday commuter AM and PM peak periods would in fact represent the worst case conditions. **Table 1** summarizes the total entering volume during the peak hours for the study area intersections. As shown, the AM and PM peak hour traffic volumes are generally higher than the weekday and Saturday midday traffic counts. Note, the weekday midday traffic count at Chesterfield Parkway West and Burkhardt Place is slightly higher than the weekday AM traffic count, but this is the only intersection at which the weekday midday peak hour traffic count is higher than the weekday AM traffic count and the PM traffic count is significantly higher than the weekday midday.

Considering the overall corridor, in our opinion, the analysis scenarios proposed of the weekday AM and PM commuter peak hours would represent a worst-case scenario with regards to traffic impact and would represent the most critical analysis times; thereby dictating potential roadway improvement needs and negating the need to analyze a separate weekday midday or Saturday midday scenario. If traffic operations are acceptable during the weekday AM and PM peak periods, it can be reasoned that conditions would be acceptable throughout the remainder of the day and on Saturday.



Table 1: Traffic Count Comparison

INTERSECTION	TOTALING ENTERING VOLUME FOR INTERSECTION (VPH)			
	WEEKDAY AM PEAK HOUR	WEEKDAY MIDDAY PEAK HOUR	WEEKDAY PM PEAK HOUR	SATURDAY MIDDAY PEAK HOUR
Baxter Road and Edison Avenue	880		1775	
Baxter Road and Old Chesterfield Road	845		1715	
Baxter Road and Wild Horse Creek Road	1855	1640	2305	1790
Wild Horse Creek Road and Old Chesterfield Road	1405	865	1645	
Wild Horse Creek Road and I-64 EB Off-ramp	2115		2015	1165
Wild Horse Creek Road/I-64 SOR and Chesterfield Parkway West	2375	1,615	2885	
Chesterfield Parkway West and I-64 NOR	1851		2760	
Chesterfield Parkway West and Burkhardt Place	705	760	1210	
Burkhardt Place and Veterans Place Drive	180		280	
Chesterfield Parkway West and Lydia Hill Drive	715		1105	
Chesterfield Parkway West and Justus Post Drive	865		1257	
Chesterfield Parkway West and SB Clarkson Road Ramps	1011		1655	
Chesterfield Parkway West and NB Clarkson Road Ramps	1405		1365	915



AREA APPROVED DEVELOPMENTS IN THE STUDY AREA

There are currently several developments under construction within, or near, the study area. Specifically, the trips associated with the Aventura at Wild Horse Creek apartments and the Wild Horse Creek Mixed-Use development across from the study site and the Fienup Tract residential development farther to the west on Wild Horse Creek Road would be included in the base traffic scenario.

Fienup Tract: It is our understanding the Fienup Tract project on the north side of Wild Horse Creek Road between Baxter Road and Kehrs Mill Road is currently under construction. As a result, the site-generated trips from that traffic study, completed by CBB dated August 17, 2017, will be included in the 2020 Base Traffic Volumes.

Aventura at Wild Horse Creek Apartments: We further understand the Aventura at Wild Horse Creek apartment project, located on the north side of Wild Horse Creek Road, west of Old Chesterfield Road, is also currently under construction. As a result, the site-generated trips from the Aventura at Wild Horse Creek traffic study, completed by CBB dated March 19, 2018, will also be included in the 2020 Base Traffic Volumes.

In addition, the Traffic Study recommended a westbound right-turn lane on Wild Horse Creek Road at the proposed site drive which is included in the 2020 Base analyses.

Wild Horse Mixed-Use: Additionally, the Wild Horse Creek mixed-use development located in the northwest quadrant of the intersection of Wild Horse Creek Road and the I-64 Eastbound off ramp is also currently under construction. As a result, the site-generated trips from the Wild Horse Creek mixed-use development traffic study, completed by CBB dated December 14, 2018, will also be included in the 2020 Base Traffic Volumes.

In addition, the Traffic Study recommended a westbound right-turn lane on Wild Horse Creek Road at the proposed site drive which is included in the 2020 Base analyses.

2020 Base Traffic Volumes: The site-generated trips for the Fienup Tract, the Aventura at Wild Horse Creek apartments and the Wild Horse Creek mixed-use development were added to the Existing Traffic Volumes (Exhibit 2) to determine the 2020 Base Traffic Volumes. The 2020 Base Traffic Volumes for the AM and PM peak hours are shown in **Exhibit 3**.

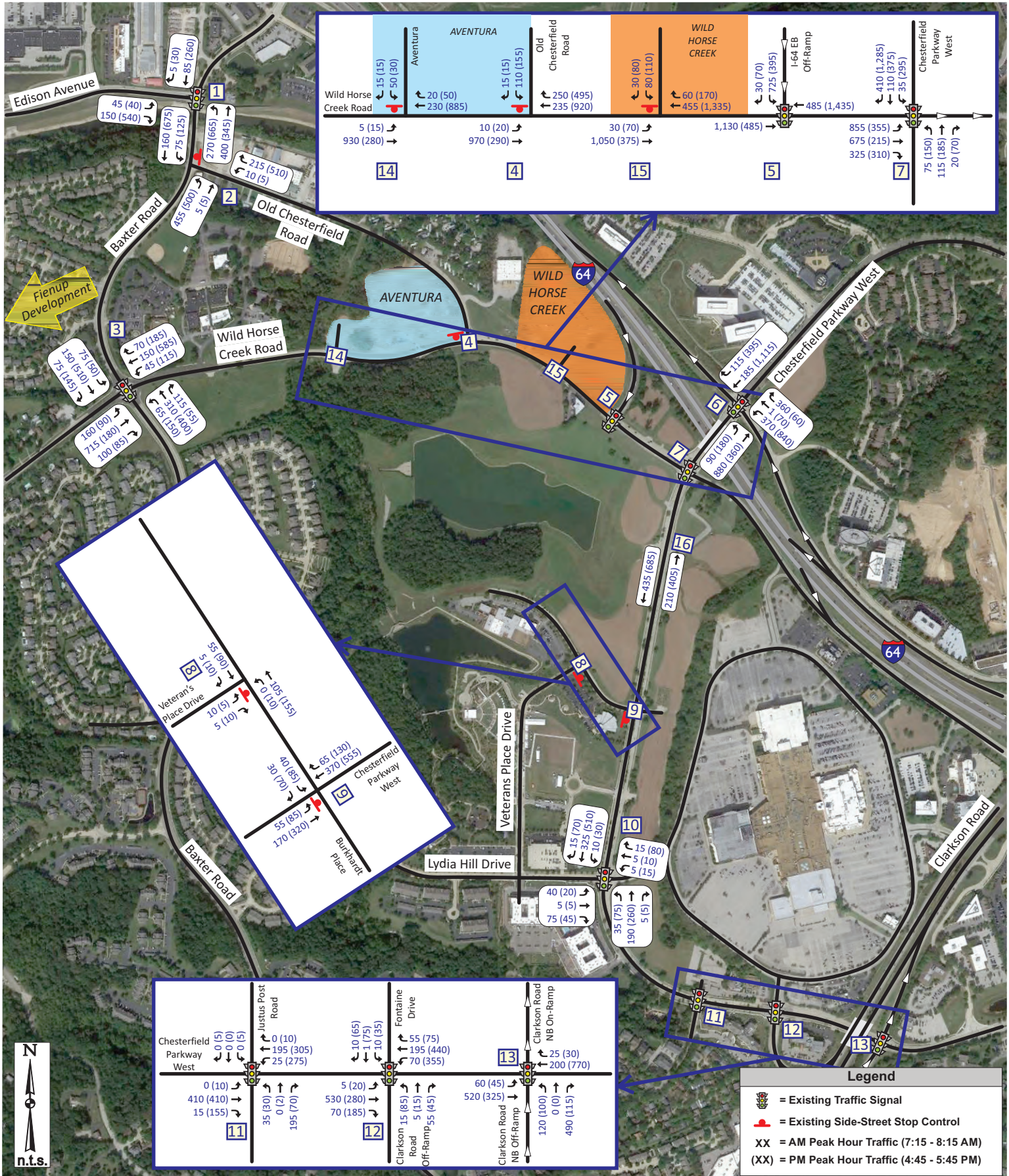


Exhibit 3: 2020 Base Traffic Volumes (Existing plus Approved Developments)

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PROPOSED SITE

Land Use: The development site encompasses of approximately 78 acres in the southwest quadrant of the Wild Horse Creek Road and Chesterfield Parkway intersection. Based on discussions with the development team, the proposed Wild Horse Village development would include a mix of retail, office and residential uses. Specifically, the following uses were assumed for each lot:

Lot 1

- 280 multi-family residential units

Lot 2

- 220 multi-family residential units
- 260,000 ft² office
- 76,000 ft² commercial

Lot 3

- 300,000 ft² office
- 4,000 ft² commercial

Lot 4

- 90,000 ft² commercial

Lot 5

- 150 multi-family residential units
- 26,000 ft² commercial

Lot 6

- 90 multi-family residential units
- 60 single-family residential units

Note: Based on information provided by the owner, it was assumed the commercial square footage would develop as approximately two thirds general retail and one third restaurants. The restaurant square footage was then evenly split between fast casual restaurants, high-turnover sit-down restaurants and quality restaurants. It was further assumed that only half of high-turnover sit-down restaurants would be open in the AM peak hour with none of the fast casual or quality restaurants open.

Site Access: In conjunction with the proposed development, Burkhardt Place would be extended from its current terminus near the YMCA to Wild Horse Creek Road, tying in opposite the access for the Aventura at Wild Horse Creek apartments development currently under



construction. Based on the concept plan provided by Stock & Associates, the following access points are proposed to accommodate the Wild Horse Village mixed-use development:

- A new access drive on Wild Horse Creek Road opposite the eastbound I-64 off-ramp;
- A new right-in/right-out (RIRO) drive on Wild Horse Creek Road between the eastbound I-64 off-ramp and Old Chesterfield Road;
- A new access drive on Wild Horse Creek Road opposite Old Chesterfield Road;
- The future intersection of Wild Horse Creek Road and Burkhardt Place;
- The existing intersection of Chesterfield Parkway and Burkhardt Place;
- An access drive on Chesterfield Parkway between Wild Horse Creek Road and Burkhardt Place; and
- Several access drives along Burkhardt Place.

Sight Distance: Adequate sight distance is necessary at intersections to allow drivers to perceive potentially conflicting vehicles and allow those motorists sufficient time to adjust their speed to avoid a collision or make a choice of when to cross or enter the mainline traffic flow. All drivers approaching or stopped at the intersection should have an unobstructed view of the entire intersection, so that potential collisions can be avoided.

Since Wild Horse Creek Road and Chesterfield Parkway are owned and maintained by SLCDOT, the sight distance requirements detailed in Drawing 40.25.1 (Sight Distance at Intersections-Updated September 1, 2015) in St. Louis County's Design Criteria Manual should be provided for all site drives intersecting Wild Horse Creek Road and Chesterfield Parkway. Note that CBB did not measure the sight distance in the field. It is recommended the civil engineer for the site document the sight distance for the proposed site drives on Wild Horse Creek Road and Chesterfield Parkway to ensure that the recommended intersection sight distance is met.

Adequate sight distance is also important for the proposed site drives along Burkhardt Place as well as the internal intersections within the proposed Wild Horse Village development. The City of Chesterfield Unified Development Code provides guidance for the recommended sight distance at City controlled intersections. It is recommended the civil engineer for the site document the sight distance for the proposed site drives on Burkhardt Place and the main internal site roadway to ensure that the recommended intersection sight distance is met.

Careful consideration should be given to sight distance obstructions when planning future aesthetics enhancements, such as signs, berms, fencing and landscaping, to ensure that these improvements do not obstruct the view of entering and exiting traffic at the site drives on the public roadways, as well as the internal development site intersections. It is generally recommended that all improvements higher than 3 ½ feet above the elevation of the nearest pavement edge be held back at least 20 feet from the traveled roadway.



Pedestrian/Bicycle Accommodations: As typically required by the City and County, it is our understanding that a five (5) foot sidewalk will be constructed in the future along the subject property frontage of Wild Horse Creek Road, Chesterfield Parkway and Burkhardt Place as parcels along those roadways develop. In conjunction with the proposed development, it is our understanding all interior streets will be built with sidewalk along both sides of the roadway with the exception of the interior circular roadway fronting the lake. An 8-foot trail is proposed around the lake with the sidewalk along the same side as the lake shown as future.

It is our understanding the City has a project to construct the Riparian Trail, a 10-foot trail, along the west side of Burkhardt Place within the study area. The Riparian Trail would cross Wild Horse Creek Road on the west side of Burkhardt Place.

An excerpt from the City of Chesterfield Bikeable-Walkable Community Plan: Bicycle Facilities is shown in **Figure 16**. As shown, the recommended bike facility for Wild Horse Creek Road is an on-street marked bike lane. The recommended bike facility for Chesterfield Parkway and Burkhardt Place is a designated bike route (i.e., Share the Road Bike Route signs).

As stated in the City of Chesterfield Bikeable-Walkable Community Plan, “an on-street system of bikeways should be developed to provide alternative transportation facilities providing interconnections to activity generators and to the planned trail system. The system would also help to reduce or completely eliminate the need for some motor vehicle trips to trails.”

Based on public input during the development of the City’s Bikeable-Walkable Community Plan, Wild Horse Creek Road was identified as a priority route in need of a bicycle facility. To facilitate the implementation of the bike plan, the City typically requires developers to implement the segment of the plan along their frontage. Thus, it is recommended that a bike lane be provided on the eastbound lane of Wild Horse Creek Road along the frontage of the proposed development. This lane should be designed in accordance with the guidelines outlined in the City of Chesterfield Bikeable-Walkable Community Plan. Furthermore, it is recommended that Bike Route signs be provided on Chesterfield Parkway and Burkhardt Place along the frontage of the proposed development.

While the proposed Wild Horse Village development will provide sidewalk and trails within the development site, it is recommended the internal intersections be designed to direct pedestrians to appropriate crossing locations. The primary internal intersections should be marked with pedestrian crossings on all approaches. To provide enhanced visibility of the pedestrian crossings, stamped or colored pavement crossings may be advantageous.

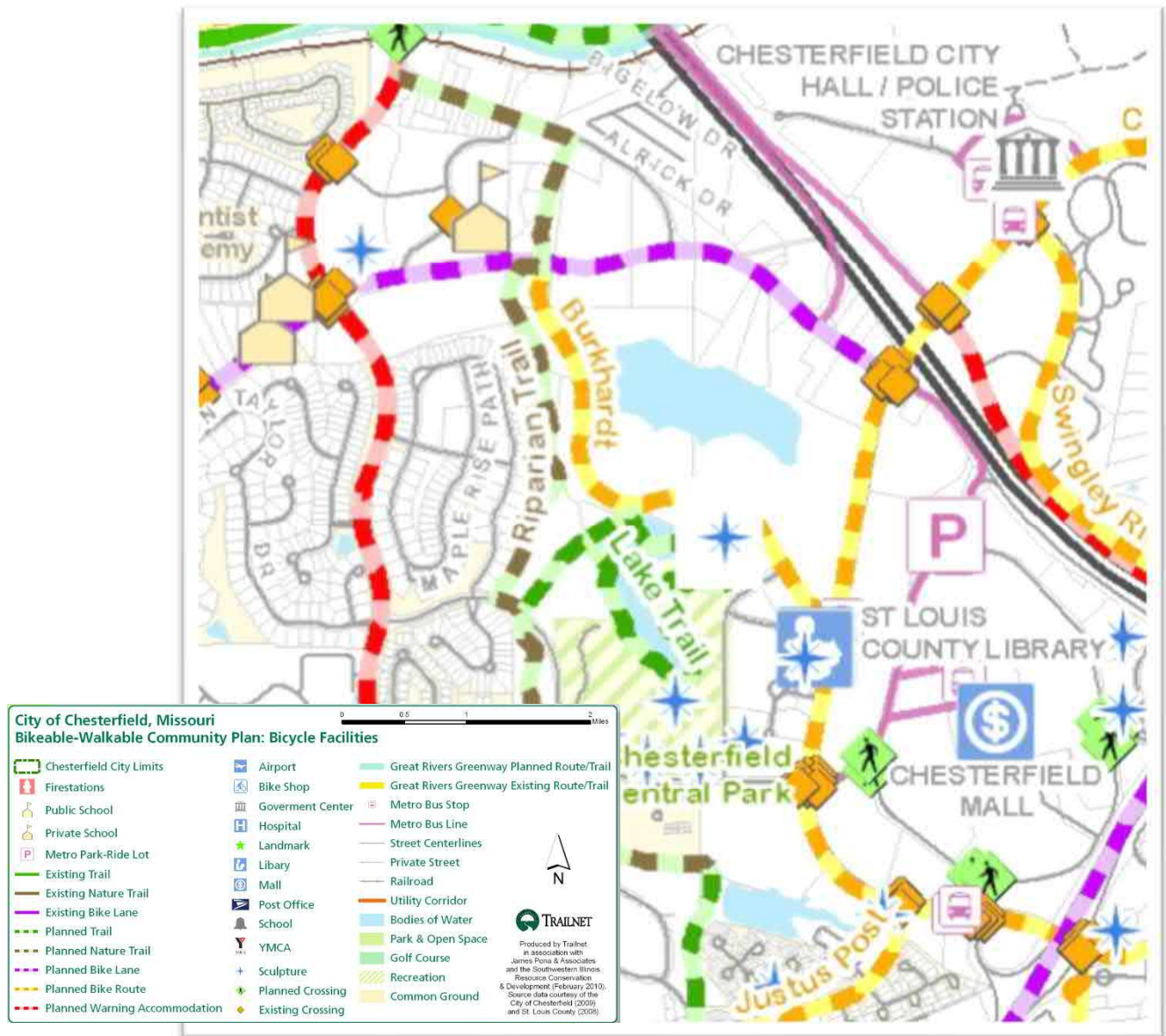


Figure 16: Excerpt from City of Chesterfield Bikeable-Walkable Community Plan: Bicycle Facilities



Trip Generation: Forecasts were prepared to estimate the amount of traffic that the proposed development would generate during the weekday AM and PM peak periods. These forecasts were based upon information provided in the *Trip Generation Manual*, 10th Edition, published by the Institute of Transportation Engineers (ITE). This manual, which is a standard resource for transportation engineers, is based on a compilation of nationwide studies documenting the characteristics of various land uses. Estimates for proposed development were based upon the following land uses:

- Land Use: 210 – Single-Family
- Land Use: 220 – Multi-Family
- Land Use: 710 – General Office
- Land Use: 820 – Shopping Center
- Land Use: 930 – Fast Casual Restaurant
- Land Use: 931 – Quality Restaurant
- Land Use: 932 – High-Turnover Sit-Down Restaurant

The data provided for Peak Hour of the Adjacent Street was used for the traditional weekday AM and PM peak hour forecasts.

It is important to note that ITE estimates assume each of the development's uses would be freestanding. Instead, the uses within the development area would share access to the main roadways surrounding the site and in many cases parking. Published studies show that patrons of multi-use developments often visit more than one use within the development during a single visit. As a result, a portion of the trips generated by the development would be captured internally and not impact the external road system. To account for internal capture trips, ITE recommends using the methodology and procedures outlined in the NCHRP Report 684: *Enhancing Internal Trip Capture Estimation for Mixed-Use Developments*. The NCHRP report provides details on the development of the recommended estimation procedures, its underlying data, and validation of the estimation procedure. Utilizing the NCHRP Report 684, the Wild Horse Village development would be expected to have a total internal capture rate of 18% (15% entering trips and 23% exiting trips) in the AM peak hour and 40% (44% entering trips and 38% exiting trips) in the PM peak hour.

It should also be noted that not all of these trips would represent *new* traffic on the adjacent roadways. Nationwide studies have found that a large percentage of convenience-oriented trips, such as a restaurants and retail uses would already be present on the adjacent roads and would be attracted to the development on their way to or from home, work or another destination (i.e., pass-by or diverted link trips).

Specifically, a portion of the traffic attracted to this site would already be traveling on Wild Horse Creek Road and Chesterfield Parkway as part of another trip (i.e., "pass-by" trip). The



pass-by trips would not increase traffic on the adjacent roadways, but they would increase the turning movements at the access points to the site. Therefore, statistical information provided in the *Trip Generation Handbook, 3rd Edition*, published by ITE, was utilized to estimate pass-by percentages for the proposed uses. The pass-by percentages applied are summarized in **Table 2**. The values shown in blue were derived using the pass-by percentages for similar uses and time periods as specific data was not available.

Table 2: Pass-by Trip Assumptions

Land Use	Pass-By Trip Assumptions	
	Weekday AM Peak Hour	Weekday PM Peak Hour
Shopping Center/Retail	20%	34%
Restaurants	30%	43%

The resulting trip generation estimate for the proposed Wild Horse Village development is summarized in **Table 3** and reflects the estimated internal capture rates and pass-by trips. The ITE *Trip Generation Manual* land use sheet calculations and the NCHRP Report 684: *Enhancing Internal Trip Capture Estimation for Mixed-Use Developments* are provided in the **Appendix**.

Table 3: Trip Generation Estimate – Wild Horse Village

ITE CODE	LAND USE	FLOOR AREA Sq. Ft.	MISC. Qty	Unit	AM PEAK HOUR (VPH)			PM PEAK HOUR (VPH)		
					IN	OUT	TOTAL	IN	OUT	TOTAL
210	Single Family Dwelling Unit		60	Home	15	35	50	40	25	65
220	Multifamily Housing (Low-Rise)		740	Unit	75	245	320	220	130	350
710	General Office Building	560,000			475	80	555	95	490	585
820	Shopping Center	130,666			135	85	220	320	345	665
930	Fast Casual Restuarant	21,778				No AM		170	140	310
931	Quality Restuarant	21,778				No AM		115	55	170
932	High-Turnover (Sit-Down) Restuarant	10,889			60	50	110	65	40	105
932	High-Turnover (Sit-Down) Restuarant	10,889				No AM		65	40	105
Total Trips					760	495	1,255	1,090	1,265	2,355
Common Trip Rate (per NCHRP Report 684)					15%	23%	18%	44%	38%	40%
Common Trip Reduction					(115)	(115)	(230)	(480)	(480)	(960)
Net Trips					645	380	1,025	610	785	1,395
Pass-By Trips					30	30	60	155	155	310
New Trips					615	350	965	455	630	1,085

~ Trips rounded to nearest 5 vph



The full build-out of the Wild Horse Village development is estimated to attract a total of approximately 60 and 310 trips from traffic already utilizing the surrounding roadway system during the AM and PM peak hours, respectively. In turn, the full build-out is estimated to generate a total of 965 new trips during the AM peak hour and 1,085 new trips during the PM peak hour.

Trip Distribution: The site-generated trips for the proposed development were then assigned into and out of the site based upon an estimated directional distribution. The assumed directional distribution is based on the existing traffic patterns, the prevailing commuter routes to major employment centers in the region and existing travel patterns to local destinations (i.e., schools, grocery stores, shopping or services). The assumed directional distribution for the new site-generated trips is as summarized in **Table 4**.

It should be noted that the pass-by trips were assigned according to the existing traffic volumes on Wild Horse Creek Road and Chesterfield Parkway.

Table 4: Trip Distribution Assumptions (New Trips)

Land Use	Trip Distribution Assumptions	
	Residential/ Office	Commercial
To/from the north on Chesterfield Parkway	10%	15%
To/from the west on Wild Horse Creek Road West of Baxter Road	5%	10%
To/from the north on Baxter Road via Wild Horse Creek Road	8%	6%
To/from the south on Baxter Road via Wild Horse Creek Road	5%	5%
To/from the north on Baxter Road via Old Chesterfield Road	7%	5%
To/from the southwest on Lydia Hill Drive via Chesterfield Parkway	0%	2%
To/from the south on Justice Post Road via Chesterfield Parkway	0%	2%
To/from the east on Chesterfield Parkway	5%	10%
To/from the south on Clarkson Road via Chesterfield Parkway	10%	15%
To/from the west on I-64	20%	15%
To/from the east on I-64	30%	15%

The resulting assignment of site-generated trips for the weekday AM and PM peak hours is summarized in **Exhibit 4**.

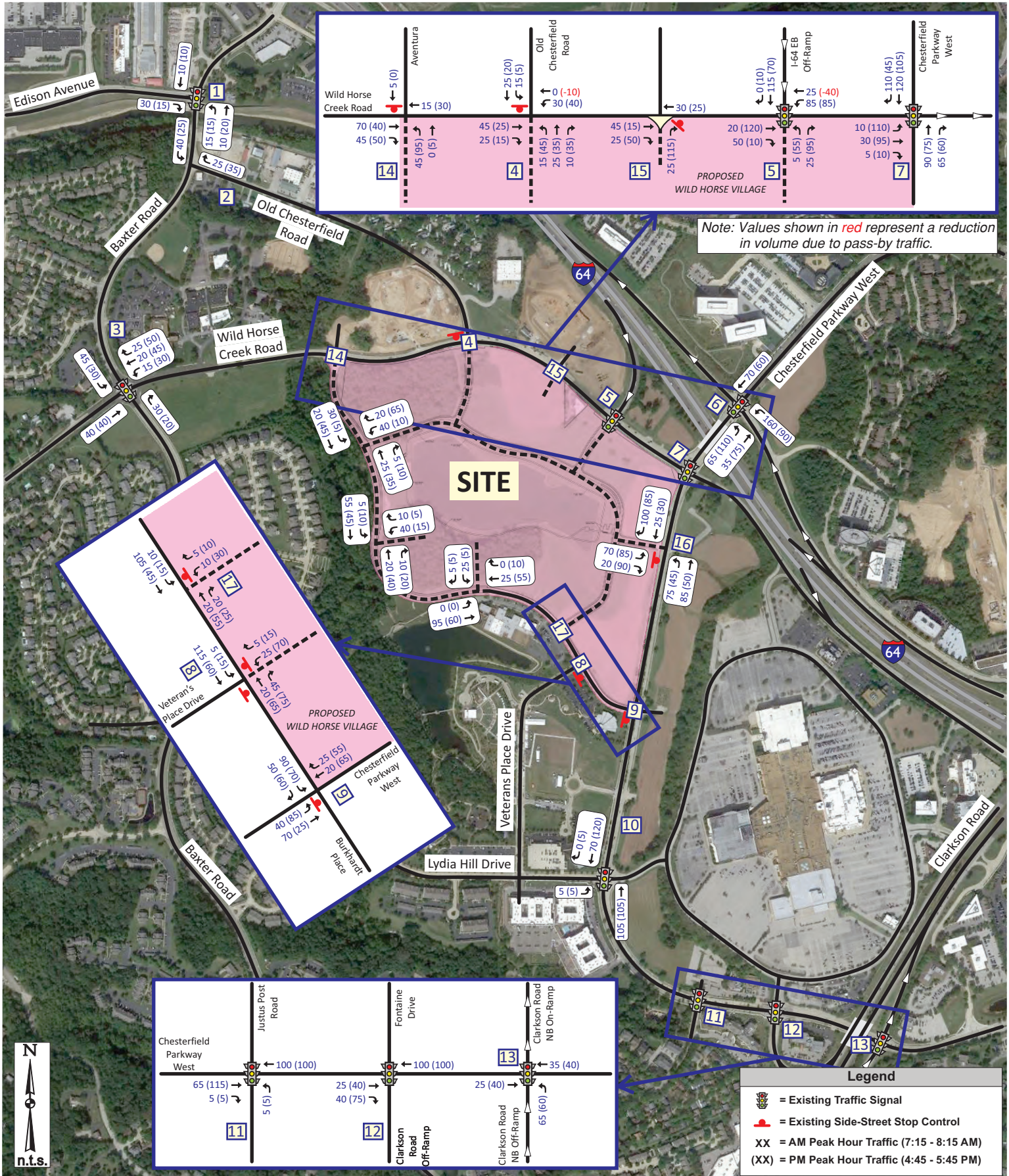


Exhibit 4: Site-Generated Trips (Wild Horse Village Trips)

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NEAR-TERM TRAFFIC ANALYSIS

2020 Build Traffic Volumes: The site-generated trips (Exhibit 4) were added to the 2020 Base Traffic Volumes (Exhibit 3) to determine the total volumes in the forecasted scenario. The 2020 Build Traffic Volumes for the AM and PM peak hours are shown in **Exhibit 5**.

It is important to note that the extension of Burkhardt Place from its current terminus near the YMCA to Wild Horse Creek Road would provide an alternate route for motorists between Chesterfield Parkway and Wild Horse Creek Road. As such, approximately one third of the existing eastbound right-turns from Wild Horse Creek Road to Chesterfield Parkway and one third of the existing northbound left-turns from Chesterfield Parkway to Wild Horse Creek Road were estimated to use Burkhardt Place. This reassignment is reflected in the 2020 Build Traffic Volumes.

2020 Build Signal Warrant Analysis: To determine if a traffic signal would be warranted at any of the development entrances, the 2020 Build traffic volumes were evaluated using criteria outlined in the *Manual on Uniform Traffic Control Devices* (MUTCD), published by the Federal Highway Administration, United States Department of Transportation. Part Four of the MUTCD provides nine different warrants for signalization that are based on hourly traffic volumes, traffic operations, pedestrian volumes or accident experience. SLCDOT bases their criteria for signalization on this same warrant. However, Warrant 1 is typically the primary warrant considered by SLCDOT when evaluating the need for a traffic signal.

A reduction in the full volume requirement is allowed when the major street speeds exceed 40 mph. The posted speed is 40 mph along both Chesterfield Parkway and Wild Horse Creek Road; therefore, the volume reduction would apply along both roadways. The minimum volume requirements are shown in **Figure 17**.

The following volume thresholds apply to the Chesterfield Parkway at Burkhardt Place intersection. The reduced Warrant 1A (Minimum Vehicular Volume) requires hourly approach volumes of at least 420 vehicles per day (vph) on major streets with two or more lanes per direction for any eight hours of a typical day. During this same period, the volume of traffic from the minor street must exceed 105 vph (assuming a single lane approach) or 140 vph (assuming a multi-lane approach). The reduced Warrant 1B (Interruption of Continuous Traffic) requires approach volumes of at least 630 vph on major streets with two lanes or more per direction with a minimum of 53 vph (assuming a single-lane approach) or 70 vph (assuming a multi-lane approach) on the minor street.





Table 4C-1. Warrant 1, Eight-Hour Vehicular Volume									
Condition A—Minimum Vehicular Volume									
Number of lanes for moving traffic on each approach		Vehicles per hour on major street (total of both approaches)				Vehicles per hour on higher-volume minor-street approach (one direction only)			
Major Street	Minor Street	100% ^a	80% ^b	70% ^c	56% ^d	100% ^a	80% ^b	70% ^c	56% ^d
1	1	500	400	350	280	150	120	105	84
2 or more	1	600	480	420	336	150	120	105	84
2 or more	2 or more	600	480	420	336	200	160	140	112
1	2 or more	500	400	350	280	200	160	140	112

Condition B—Interruption of Continuous Traffic									
Number of lanes for moving traffic on each approach		Vehicles per hour on major street (total of both approaches)				Vehicles per hour on higher-volume minor-street approach (one direction only)			
Major Street	Minor Street	100% ^a	80% ^b	70% ^c	56% ^d	100% ^a	80% ^b	70% ^c	56% ^d
1	1	750	600	525	420	75	60	53	42
2 or more	1	900	720	630	504	75	60	53	42
2 or more	2 or more	900	720	630	504	100	80	70	56
1	2 or more	750	600	525	420	100	80	70	56

^a Basic minimum hourly volume
^b Used for combination of Conditions A and B after adequate trial of other remedial measures
^c May be used when the major-street speed exceeds 40 mph or in an isolated community with a population of less

Figure 17: MUTCD Warrant 1A and 1B, Eight Hour Vehicular Volume

The following volume thresholds apply to Wild Hose Creek Road with Old Chesterfield Road and Wild Hose Creek Road with Burkhardt Place. The reduced Warrant 1A (Minimum Vehicular Volume) requires hourly approach volumes of at least 350 vehicles per day (vph) on major streets with one lane per direction for any eight hours of a typical day. During this same period, the volume of traffic from the minor street must exceed 105 vph (assuming a single lane approach) or 140 vph (assuming a multi-lane approach). The reduced Warrant 1B (Interruption of Continuous Traffic) requires approach volumes of at least 525 vph on major streets with one lane per direction with a minimum of 53 vph (assuming a single-lane approach) or 70 vph (assuming a multi-lane approach) on the minor street.

Chesterfield Parkway at Burkhardt Place: Thirteen-hour traffic counts, from 6:00 a.m. to 7:00 p.m., were performed at Chesterfield Parkway and Burkhardt Place in February 2020 to determine the hourly traffic volumes throughout the day. Based on the existing traffic volumes, the 8th highest traffic hour along the mainline is approximately 52% of the PM peak hour volumes, while the 8th highest traffic hour along the minor road (Burkhardt Place) is approximately 85% of the PM peak hour volumes.

The eighth highest hour of the site-generated traffic volumes was estimated using a proportionate amount of the outbound traffic for the Shopping Center (Land Use 820), Multi-Family Housing (Land Use 220), and General Office (Land Use 710). Based on that data, the 8th highest hour for the proposed development trips would be approximately 63% of the PM peak hour. Since separate left and right-turn lanes are anticipated on the minor street (Burkhardt Place) at Chesterfield Parkway, the signal warrant analysis evaluated the left-turn volume only



from the side street. The forecasted eastbound left-turn for the site generated trips were added to the existing eastbound left-turn volume to estimate the forecasted hourly distribution for the minor approach at the intersection.

The 2020 Build signal warrants analysis for the intersection of Chesterfield Parkway and Burkhardt Place is shown in the **Appendix**. Based on the analysis, the intersection of Chesterfield Parkway and Burkhardt Place is forecasted to exceed the reduced volume requirements for Warrant 1A for 9 hours and Warrant 1B for 10 hours. Therefore, a traffic signal is recommended at the intersection of Chesterfield Parkway and Burkhardt Place in conjunction with the proposed development.

Wild Horse Creek Road at Old Chesterfield Road: Thirteen-hour traffic counts were performed at the intersection of Wild Horse Creek Road and Old Chesterfield Road in February 2020 to document the hourly traffic volumes from 6:00 a.m. to 7:00 p.m. Based on the existing traffic volumes, the 8th highest traffic hour along the mainline is relatively low at approximately 36% of the PM peak hour volumes, while the 8th highest traffic hour along the minor road is approximately 70% of the PM peak hour volumes.

Based on the anticipated directional distribution of the site-generated traffic, the northbound approach exiting the proposed development across from Old Chesterfield Road is not expected to be as heavy as the existing southbound approach of Old Chesterfield Road. Consequently, the need to signalize the intersection of Wild Horse Creek Road and Old Chesterfield Road was based on the southbound approach volumes. The traffic entering the proposed development would add a small amount of southbound left-turn and through traffic at the intersection.

The 8th highest hour of the entering site-generated traffic volumes was estimated using a proportionate amount of the inbound traffic for the Shopping Center (Land Use 820), Multi-Family Housing (Land Use 220), and General Office (Land Use 710). Since separate left and right-turn lanes are provided on Old Chesterfield Road and the new site entrance at Wild Horse Creek Road, the signal warrant analysis evaluated the left-turn volume only from the side street (Old Chesterfield Road).

The 2020 Build signal warrants analysis for the intersection of Wild Horse Creek Road and Old Chesterfield Road/proposed site drive is shown in the **Appendix**. Based on the analysis, the intersection of Wild Horse Creek Road and Old Chesterfield Road/proposed site drive is forecasted to exceed the reduced volume requirements for Warrant 1A for 8 hours and Warrant 1B for 7 hours. Therefore, a traffic signal is recommended at the intersection of Wild Horse Creek Road and Old Chesterfield Road/proposed site drive in conjunction with the proposed development.

It should be noted that the signal warrant analysis did not assume any of the traffic exiting the Wild Horse Creek mixed-use development on the north side of Wild Horse Creek Road west of the I-64 eastbound off ramp would utilize the cross-access connection to Old Chesterfield Road.



Should some of these trips divert to the traffic signal at Wild Horse Creek Road and Old Chesterfield Road, which is very likely, the southbound Old Chesterfield Road left-turn volume would increase, further increasing the need for signalization.

Wild Horse Creek Road and Burkhardt Place: The thirteen-hour traffic count at Wild Horse Creek Road at Old Chesterfield Road was utilized to estimate the mainline traffic volumes at the intersection of Wild Horse Creek Road and Burkhardt Place.

The hourly traffic volumes for the proposed development site-generated trips were estimated using a proportionate amount of the outbound trips for the Shopping Center (Land Use 820), Multi-Family Housing (Land Use 220), and General Office (Land Use 710). Since separate left and right-turn lanes are expected on the minor street (Burkhardt Place) at Wild Horse Creek Road, the signal warrant analysis evaluated the left-turn volume only from the side street.

The 2020 Build signal warrants analysis for the intersection of Wild Horse Creek Road and Burkhardt Place is shown in the **Appendix**. Based on the analysis, the intersection of Wild Horse Creek Road and Burkhardt Place is forecasted to exceed the reduced volume requirements for Warrant 1A for 4 hours and Warrant 1B for 8 hours. Therefore, a traffic signal is recommended at the intersection of Wild Horse Creek Road and Burkhardt Place in conjunction with the proposed development.

Signal Spacing: With the recommendation for additional traffic signals along Wild Horse Creek Road and Chesterfield Parkway, the proposed signal spacing was evaluated using SLCDOT's Access Management Guidelines (AMG).

Section 4.0 At-Grade Intersections Spacing of the SLCDOT AMG provides guidelines for adequate spacing between street intersections. Specifically, a minimum intersection spacing of 660 feet is recommended for Minor Arterials and Collectors.

Chesterfield Parkway is designated as a Major Collector roadway by the East-West Gateway Council of Governments. The recommended traffic signal at Chesterfield Parkway and Burkhardt Place is approximately 1,740 feet south of the signal at Wild Horse Creek Road and 1,200 feet north of the signal at Lydia Hill Drive which far exceeds the recommended minimum spacing of 660 feet.

Wild Horse Creek Road is designated as a Minor Arterial roadway by the East-West Gateway Council of Governments. The recommended traffic signal at Wild Horse Creek and Old Chesterfield Road is approximately 1,200 feet west of the signal at the I-64 EB off-ramp and 940 feet east of the recommended signal at Burkhardt Place which exceeds the recommended minimum spacing of 660 feet. The recommended traffic signal at Wild Horse Creek and Burkhardt Place is approximately 940 feet west of the signal at Old Chesterfield Road and 1,525 feet east of the signal at Baxter Road which exceeds the recommended minimum spacing of 660 feet.



2020 Auxiliary Turn Lane Needs: The need for auxiliary lanes at the proposed unsignalized site drives on Wild Horse Creek Road and Chesterfield Parkway were evaluated using SLCDOT's Access Management Guidelines (AMG). These guidelines consider auxiliary lanes an asset in promoting safety and improved traffic flow at relatively high conflict locations. Separate turn lanes are intended to remove turning vehicles from the through lanes to reduce the potential number of rear-end collisions at intersections.

Right-Turn Lane Evaluations – 2020 Build: The SLCDOT method provides volume guidelines for the consideration of separate right-turn lanes by comparing the total advancing volume (which includes all turning traffic) to the number of right-turns during the design hour with respect to the major road speed.

The need for a eastbound right-turn lane on Wild Horse Creek Road at the proposed RIRO site drive between Old Chesterfield Road and the I-64 EB Ramp was evaluated using the *Right Lane Warrant for Two-Lane Roadway* (SLCDOT AMG Figure 7.2.2). **Figure 18** graphically illustrates the right-turn evaluation assuming the 2020 Build traffic volumes during the AM and PM peak hours. A right-turn lane should be considered when the plotted point lies to the right of the line of the 40 mph line on the graph. As depicted, a separate eastbound right-turn lane on Wild Horse Creek Road is warranted at the RIRO site drive.

The need for a southbound right-turn lane on Chesterfield Parkway at the site drive between Wild Horse Creek Road and Burkhardt Place was evaluated using the *Right Lane Warrant for Four-Lane Roadway* (SLCDOT AMG Figure 7.2.3). **Figure 19** graphically illustrates the right-turn evaluation assuming the 2020 Build traffic volumes during the AM and PM peak hours. A right-turn lane should be considered when the plotted point lies to the right of the line of the 40 mph line on the graph. As depicted, a separate southbound right-turn lane on Chesterfield Parkway is not warranted at the site drive though it is very close to meeting the warrants.

Left-Turn Lane Evaluations - 2020 Build: Left-turn lanes are already provided on Wild Horse Creek Road and Chesterfield Parkway to accommodate the left-turn movements into the site.

Figure 7.2.2. Right Turn Lane Guideline for Two-Lane Roadway

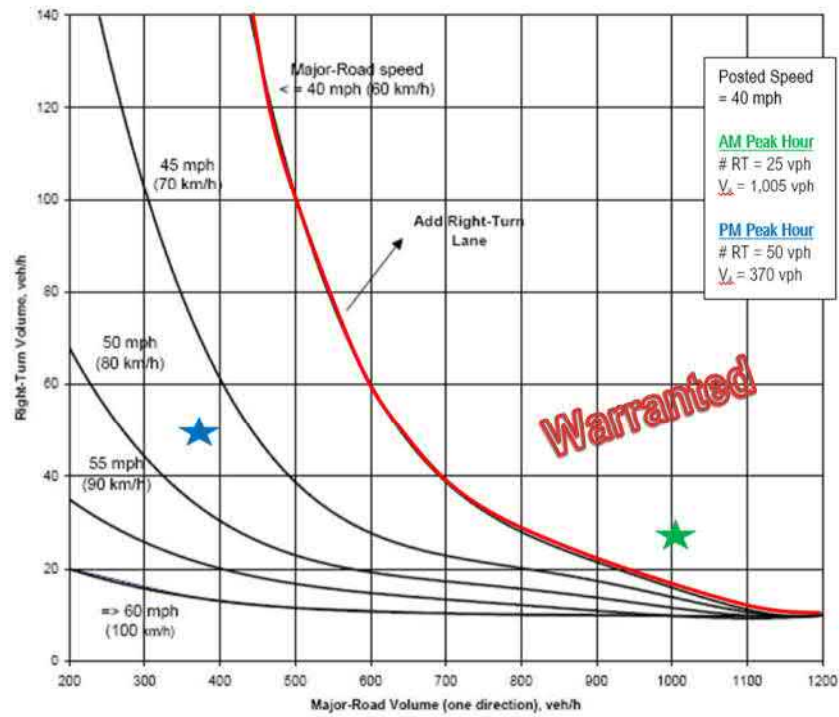


Figure 18: Eastbound Right-Turn Lane Evaluation – Wild Horse Creek Road at RIRO Site Drive

Figure 7.2.3. Right Turn Lane Guideline for Four-Lane Roadway

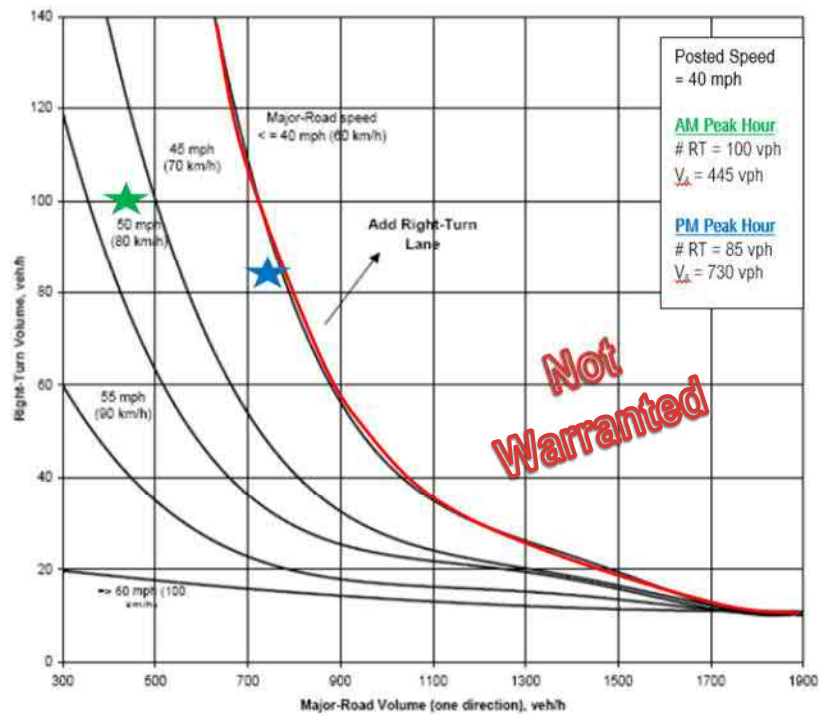


Figure 19: Southbound Right-Turn Lane Evaluation – Chesterfield Parkway at Site Drive



Operational Analysis Study Procedures: The 2020 Base and Build operating conditions were analyzed using SYNCHRO 10, a macro-level analytical traffic flow model. SYNCHRO is based on study procedures outlined in the *Highway Capacity Manual*, published by the Transportation Research Board. This manual, which is used universally by traffic engineers to measure roadway capacity, establishes six levels of traffic service: Level A ("Free Flow"), to Level F ("Fully Saturated"). Levels of service (LOS) are measures of traffic flow, which consider such factors as speed, delay, traffic interruptions, safety, driver comfort, and convenience. Level C, which is normally used for highway design, represents a roadway with volumes ranging from 70% to 80% of its capacity. However, Level D is often considered acceptable for peak period conditions in urban and suburban areas.

The thresholds that define level of service at an intersection are based upon the type of control used (i.e., whether it is signalized or unsignalized) and the calculated delay. For signalized and all-way stop intersections, the average control delay per vehicle is estimated for each movement and aggregated for each approach and then the intersection as a whole. At intersections with partial (side-street) stop control, delay is calculated for the minor movements only since motorists on the main road are not required to stop.

Level of service is directly related to control delay. At signalized intersections, the level of service criteria differ from that at unsignalized intersections primarily because varying transportation facilities create different driver expectations. The expectation is that a signalized intersection is designed to carry higher traffic volumes, and consequently may experience greater delay than an unsignalized intersection. **Table 5** summarizes the thresholds used in the analysis for signalized and unsignalized intersections.

Table 5: Level of Service Thresholds

LEVEL OF SERVICE (LOS)	CONTROL DELAY PER VEHICLE (SEC/VEH)	
	SIGNALIZED INTERSECTIONS	UNSIGNALIZED INTERSECTIONS
A	≤ 10	0-10
B	> 10-20	> 10-15
C	> 20-35	> 15-25
D	> 35-55	> 25-35
E	> 55-80	> 35-50
F	> 80	> 50

2020 Operating Conditions: The study intersections were evaluated using the methodologies described above. **Table 6** summarizes the results of this analysis, which reflects the 2020 Base and 2020 Build operating conditions and average delay at the study intersections during the AM and PM peak hours.



Table 6: 2020 Capacity Analysis Summary

Intersection / Approach	Weekday AM Peak Hour			Weekday PM Peak Hour		
	2020 Base	2020 Build	2020 Build Improved	2020 Base	2020 Build	2020 Build Improved
1 – Edison Avenue and Baxter Road (Signalized)						
Eastbound Edison Avenue Approach	A (8.0)	A (7.3)	A (7.3)	A (7.8)	A (8.6)	A (8.6)
Northbound Baxter Road Approach	A (5.3)	A (5.3)	A (5.3)	B (10.2)	B (11.2)	B (11.2)
Southbound Baxter Road Approach	B (17.3)	B (17.8)	B (17.8)	C (24.6)	C (24.7)	C (24.7)
Overall	A (7.0)	A (7.0)	A (7.0)	B (11.7)	B (12.5)	B (12.5)
2 – Old Chesterfield Road and Baxter Road (Side-Street STOP)						
Westbound Old Chesterfield Road Left-Turn	B (12.3)	B (13.0)	B (13.0)	C (18.9)	C (20.3)	C (20.3)
Westbound Old Chesterfield Road Right-Turn	C (16.1)	C (17.2)	C (17.2)	F (79.2)	F (102.4)	F (102.4)
Northbound Baxter Road Approach	A (<1.0)	A (<1.0)	A (<1.0)	A (1.0)	A (1.0)	A (1.0)
Southbound Baxter Road Approach	A (2.8)	A (3.7)	A (3.7)	A (1.4)	A (1.7)	A (1.7)
3 – Wild Horse Creek Road and Baxter Road (Signalized)						
Eastbound Wild Horse Creek Road Approach	B (18.6)	C (25.9)	D (35.0)	B (19.9)	C (22.1)	C (22.0)
Westbound Wild Horse Creek Road Approach	C (20.4)	C (31.0)	B (19.1)	D (41.1)	D (46.1)	C (30.2)
Northbound Baxter Road Approach	C (32.3)	C (29.8)	D (50.1)	C (29.5)	C (29.4)	D (38.7)
Southbound Baxter Road Approach	D (45.4)	D (48.7)	D (35.1)	D (50.6)	D (50.8)	D (53.2)
Overall	C (25.8)	C (30.9)	D (36.1)	D (38.0)	D (40.2)	D (37.1)
4 – Wild Horse Creek Road and Proposed Driveway/Old Chesterfield Road (Side-Street STOP)						
Eastbound Wild Horse Creek Road Left-Turn	A (7.9)	A (7.7)		B (11.6)	B (10.9)	
Westbound Wild Horse Creek Road Approach	Free Flow	Free Flow		Free Flow	Free Flow	
Northbound Proposed Driveway Left-Turn		E (46.9)			F (190.1)	
Northbound Proposed Driveway Right-Turn		D (31.9)			E (47.5)	
Southbound Old Chesterfield Road Left-Turn	F (172.3)	F (>200)		F (>200)	F (>200)	
Southbound Old Chesterfield Road Right-Turn	A (10.0)	A (29.4)		C (17.5)	F (51.4)	
4 – Wild Horse Creek Road and Proposed Driveway/Old Chesterfield Road (Signalized)						
Eastbound Wild Horse Creek Road Approach			B (16.5)			A (6.8)
Westbound Wild Horse Creek Road Approach			B (12.8)			A (5.5)
Northbound Old Chesterfield Road Approach			D (41.7)			D (42.4)
Southbound Old Chesterfield Road Approach			C (31.4)			D (41.5)
Overall			B (17.7)			B (11.6)

X (XX.X) - Level of Service (Vehicular delay in seconds per vehicle)



Table 6 Cont.: 2020 Capacity Analysis Summary

Intersection / Approach	Weekday AM Peak Hour			Weekday PM Peak Hour		
	2020 Base	2020 Build	2020 Build Improved	2020 Base	2020 Build	2020 Build Improved
5 – Wild Horse Creek Road and I-64 Eastbound Off-Ramp (Signalized)						
Eastbound Wild Horse Creek Road Approach	B (16.1)	C (30.2)	C (26.6)	A (6.8)	B (16.3)	C (20.2)
Westbound Wild Horse Creek Road Approach	A (7.4)	B (15.3)	A (9.0)	B (12.5)	B (18.6)	B (11.4)
Northbound Proposed Driveway Approach		B (10.4)	A (7.7)		C (27.6)	C (30.4)
Southbound I-64 EB Off-Ramp Approach	D (36.9)	D (40.9)	D (39.5)	C (24.4)	C (28.3)	D (48.7)
Overall	C (21.0)	C (30.3)	C (26.8)	B (13.7)	C (20.6)	C (21.9)
6 – North Outer 40 Road and Chesterfield Parkway (Signalized)						
Westbound North Outer 40 Road Approach	D (37.6)	D (38.9)	D (38.9)	D (37.4)	D (38.0)	D (37.9)
Northbound Chesterfield Parkway Approach	A (8.3)	B (12.1)	B (12.2)	C (31.4)	C (36.9)	C (29.1)
Southbound Chesterfield Parkway Approach	B (10.2)	B (12.6)	B (12.6)	C (23.7)	C (28.7)	C (29.0)
Overall	B (19.3)	C (22.5)	C (22.5)	C (29.5)	C (33.4)	C (31.9)
7 – Wild Horse Creek Road and Chesterfield Parkway (Signalized)						
Eastbound Wild Horse Creek Road Approach	B (12.9)	B (15.0)	B (10.0)	C (32.2)	C (33.8)	D (39.4)
Northbound Chesterfield Parkway Approach	D (41.0)	C (33.6)	D (36.4)	D (37.8)	C (30.9)	C (27.7)
Southbound Chesterfield Parkway Approach	B (15.5)	B (16.5)	B (16.5)	B (17.6)	C (20.4)	C (34.3)
Overall	B (15.7)	B (17.6)	B (14.8)	C (24.1)	C (25.6)	C (34.9)
8 – Burkhardt Place and Veterans Place Drive/Proposed Driveway (Side-Street STOP)						
Eastbound Burkhardt Place Approach	Free Flow	Free Flow	Free Flow	Free Flow	Free Flow	Free Flow
Westbound Burkhardt Place Left-Turn	A (<1.0)	A (<1.0)	A (<1.0)	A (7.5)	A (7.8)	A (7.8)
Northbound Veterans Place Approach	A (9.4)	B (11.9)	B (11.9)	A (9.4)	B (11.5)	B (11.5)
Southbound Proposed Site Drive Approach		B (12.8)	B (12.8)		C (16.7)	C (16.7)

X (XX.X) - Level of Service (Vehicular delay in seconds per vehicle)



Table 6 Cont.: 2020 Capacity Analysis Summary

Intersection / Approach	Weekday AM Peak Hour			Weekday PM Peak Hour		
	2020 Base	2020 Build	2020 Build Improved	2020 Base	2020 Build	2020 Build Improved
9 – Chesterfield Parkway and Burkhardt Place (Side-Street STOP)						
Eastbound Burkhardt Place Left-Turn	C (15.6)	E (38.2)		D (33.8)	F (>200)	
Eastbound Burkhardt Place Right-Turn	C (15.6)	B (11.8)		D (33.8)	B (14.5)	
Northbound Chesterfield Parkway Left-Turn	A (8.8)	A (3.1)		A (2.0)	A (4.9)	
Southbound Chesterfield Parkway Approach	Free Flow	Free Flow		Free Flow	Free Flow	
9 – Chesterfield Parkway and Burkhardt Place (Signalized)						
Eastbound Burkhardt Place Approach			C (27.2)			C (27.7)
Northbound Chesterfield Parkway Approach			A (4.1)			A (6.8)
Southbound Chesterfield Parkway Approach			A (7.0)			B (12.3)
Overall			B (12.5)			B (13.9)
10 – Chesterfield Parkway and Lydia Hill Drive (Signalized)						
Eastbound Lydia Hill Drive Approach	B (11.5)	B (13.3)	C (29.3)	B (11.3)	B (13.7)	C (22.4)
Westbound Lydia Hill Drive Approach	B (13.1)	B (14.0)	C (25.9)	B (13.2)	B (14.7)	C (23.8)
Northbound Chesterfield Parkway Approach	A (6.2)	A (6.3)	A (6.1)	A (6.0)	A (5.7)	A (3.5)
Southbound Chesterfield Parkway Approach	A (8.4)	A (8.6)	A (2.8)	B (10.0)	A (9.9)	A (1.9)
Overall	A (8.4)	A (8.6)	A (8.4)	A (9.2)	A (9.1)	A (5.2)
11 – Chesterfield Parkway and Justus Post Road (Signalized)						
Eastbound Chesterfield Parkway Approach	A (5.2)	A (5.4)	A (3.4)	B (16.7)	B (18.4)	A (8.8)
Westbound Chesterfield Parkway Approach	A (1.9)	A (2.2)	A (1.0)	A (4.8)	A (5.8)	A (5.2)
Northbound Justus Post Road Approach	C (22.6)	C (23.2)	C (21.3)	C (27.9)	C (29.4)	C (24.9)
Southbound Justus Post Road Approach	A (<1.0)	A (<1.0)	A (<1.0)	C (23.7)	C (23.4)	C (20.9)
Overall	A (8.9)	A (8.4)	A (6.7)	B (12.1)	B (13.4)	A (8.4)
12 – Chesterfield Parkway and Fontaine Drive/Clarkson Road SB Ramp (Signalized)						
Eastbound Chesterfield Parkway Approach	A (8.2)	A (8.1)	A (6.1)	B (12.4)	B (13.3)	A (1.7)
Westbound Chesterfield Parkway Approach	A (2.4)	A (2.3)	A (3.5)	A (7.4)	A (9.1)	B (15.2)
Northbound Clarkson Rd Off-Ramp Approach	B (15.6)	B (15.6)	B (13.8)	D (39.3)	D (39.3)	D (35.2)
Southbound Fontaine Drive Approach	C (26.2)	C (26.2)	C (23.5)	C (34.4)	C (34.4)	C (30.8)
Overall	A (7.3)	A (6.8)	A (6.0)	B (14.4)	B (15.1)	B (13.9)

X (XX.X) - Level of Service (Vehicular delay in seconds per vehicle)



Table 6 Cont.: 2020 Capacity Analysis Summary

Intersection / Approach	Weekday AM Peak Hour			Weekday PM Peak Hour		
	2020 Base	2020 Build	2020 Build Improved	2020 Base	2020 Build	2020 Build Improved
13 – Chesterfield Parkway and Clarkson Road NB Ramps (Signalized)						
Eastbound Chesterfield Parkway Approach	A (7.7)	A (8.0)	A (2.2)	A (1.0)	A (1.4)	A (2.2)
Westbound Chesterfield Parkway Approach	B (19.6)	C (20.5)	B (11.5)	A (8.5)	A (9.5)	B (10.2)
Northbound Clarkson Rd Off-Ramp Approach	D (38.3)	D (38.7)	D (45.6)	D (35.1)	D (40.0)	D (36.0)
Overall	C (22.8)	C (23.6)	C (22.8)	B (10.6)	B (12.8)	B (12.7)
14 – Wild Horse Creek Road and Burkhardt Place /Aventura Drive (2020 Base/Build: Side-Street STOP / 2020 Build Improved: Signalized)						
Eastbound Wild Horse Creek Road Approach	A (<1.0)	A (<1.0)	A (7.2)	A (<1.0)	A (<1.0)	B (11.1)
Westbound Wild Horse Creek Road Approach	A (<1.0)	A (<1.0)	A (8.4)	A (<1.0)	A (<1.0)	A (7.4)
Northbound Burkhardt Place Approach		F (69.5)	C (31.8)		F (>200)	D (43.2)
Southbound Aventura Drive Approach	E (37.9)	E (37.2)	D (46.5)	E (35.3)	E (36.5)	D (49.4)
Overall			B (10.4)			B (13.1)
15 – Wild Horse Creek Road and Proposed Site Drive/Wild Horse Creek Mixed Use Driveway (Side-Street STOP)						
Eastbound Chesterfield Parkway Approach	A (<1.0)	A (<1.0)	A (<1.0)	A (2.2)	A (2.2)	A (2.3)
Westbound Chesterfield Parkway Approach	A (<1.0)	A (<1.0)	A (<1.0)	A (<1.0)	A (<1.0)	A (<1.0)
Northbound Proposed Driveway Approach		C (23.8)	C (24.6)		B (11.9)	B (11.5)
Southbound Wild Horse Mixed Use Approach	C (25.0)	E (36.7)	F (52.2)	C (23.3)	D (31.7)	E (35.9)
16 – Chesterfield Parkway and Proposed Site Drive (Side-Street STOP)						
Eastbound Proposed Driveway Approach		C (22.1)	C (22.1)		D (31.8)	D (31.8)
Northbound Chesterfield Parkway Approach		A (2.1)	A (2.1)		A (1.1)	A (1.1)
Southbound Chesterfield Parkway Approach		A (<1.0)	A (<1.0)		A (<1.0)	A (<1.0)
17 – Burkhardt Place and Proposed Site Drive (Side-Street STOP)						
Eastbound Burkhardt Place Left-Turn		A (<1.0)	A (<1.0)		A (7.9)	A (7.9)
Westbound Burkhardt Place Approach		A (<1.0)	A (<1.0)		A (<1.0)	A (<1.0)
Southbound Proposed Driveway Left-Turn		B (11.2)	B (11.2)		B (12.5)	B (12.5)
Southbound Proposed Driveway Right-Turn		A (11.2)	B (11.2)		B (12.5)	B (12.5)

X (XX.X) - Level of Service (Vehicular delay in seconds per vehicle)



Both the 2020 Base and 2020 Build operating conditions reflect the existing lanes, traffic control, traffic signal timing and phasing discussed previously to depict the forecasted operations if no improvements are made. The 2020 Build Improved operating conditions reflect the following recommendations:

- Construct an eastbound right-turn lane on Wild Horse Creek Road at the proposed RIRO site drive east of Old Chesterfield Road.
- Modify the traffic signal at Wild Horse Creek Road and Baxter Road to provide protected plus permissive phasing for the westbound and southbound left-turn movements which currently operate under permissive only phasing.
- Modify the traffic signal at Wild Horse Creek Road and the I-64 EB off-ramp to add a fourth leg serving the proposed site to the intersection.
 - Restripe the I-64 EB off-ramp to provide dual left-turn lanes and a shared through and right-turn lane.
 - Widen the westbound Wild Horse Creek Road approach to provide a separate left-turn lane. Provide protected plus flashing yellow arrow phasing for the westbound Wild Horse Creek Road left-turn movement.
 - Construct the northbound approach exiting the site with a left-turn lane and a right-turn lane.
- Install a new traffic signal at Wild Horse Creek Road and Burkhardt Place.
 - Construct the northbound approach of Burkhardt Place with a left-turn lane and a shared through and right-turn lane.
 - Construct an eastbound right-turn lane on Wild Horse Creek Road at Burkhardt Place.
 - Provide protected plus flashing yellow arrow phasing for the northbound Burkhardt Place left-turn movement. Since the southbound approach would have only a single shared lane, the southbound approach would operate under a permissive only phase.
 - The eastbound and westbound left-turns are expected to be light (under 20 vph) and have a separate lane as to not significantly impact the through vehicles; therefore, the left-turns were assumed to operate under permissive only phasing.
- Install a new traffic signal at Wild Horse Creek Road and Old Chesterfield Road.
 - Construct the northbound approach exiting the site with a left-turn lane and a shared through/right-turn lane.
 - Provide protected plus flashing yellow arrow phasing for the northbound site drive and southbound Old Chesterfield Road left-turn movements.
 - The eastbound and westbound left-turns are expected to be light (under 50 vph) and have a separate lane as to not significantly impact the through vehicles; therefore, the left-turns were assumed to operate under permissive only phasing.



- Install a new traffic signal at Chesterfield Parkway and Burkhardt Place.
 - Restripe the eastbound Burkhardt Place approach to provide separate left- and right-turn lanes.
 - Provide protected plus flashing yellow arrow phasing for the northbound Chesterfield Parkway left-turn movement.
- Coordinate the traffic signals along Wild Horse Creek Road (i.e., Baxter Road, Burkhardt Place, Old Chesterfield Road, I-64 EB off-ramp, and Chesterfield Parkway).
- Coordinate the traffic signals along Chesterfield Parkway (i.e., Burkhardt Place to the Clarkson Road NB ramps).

Table 6 provides the approach level of service and delay for each intersection. Each study intersection is discussed in greater detail in the following paragraphs.

1 – Edison Avenue and Baxter Road

The overall intersection, as well as each approach, is forecasted to continue to operate at acceptable levels of service in the 2020 Build scenario. However, it is important to note the Synchro estimated northbound left-turn queue is 430 feet in the 2020 Base PM peak hour and increases to 460 feet in the 2020 Build conditions which would result in northbound queues backing through the Old Chesterfield Road intersection at times during the PM peak hour. As the proposed development will have little impact on the current operations, no specific improvements are recommended as a result of the proposed development.

2 – Old Chesterfield Road and Baxter Road

All movements at the intersection are forecasted to continue to operate at acceptable levels of service in the 2020 Build scenario with the exception of the westbound Old Chesterfield Road right-turn movement which would continue to operate at LOS F during the PM peak hour with long queues. The Synchro estimated westbound right-turn queue is 405 feet in the 2020 Base PM peak hour and increases to 485 feet in the 2020 Build conditions. The Wild Horse Mixed-Use Traffic Study evaluated this intersection for roundabout control, which resulted in poor operations, and signal control, which improved the westbound approach but resulted in increased delay for Baxter Road. Consequently, although the westbound queues are forecasted to increase with the proposed development, no specific improvements are recommended since the longer queues are isolated to about a 15-minute period in the PM peak hour.

3 – Wild Horse Creek Road and Baxter Road

The overall intersection, as well as each approach, is forecasted to continue to operate at acceptable levels of service in the 2020 Build scenario. However, in order to provide operations for the permissive only left-turn movements, it is recommended the westbound and southbound left-turn movements which currently operate under permissive only phasing be modified to provide protected plus permissive phasing.



4 – Wild Horse Creek Road and Proposed Site Drive/Old Chesterfield Road

Under side-street STOP control, the southbound Old Chesterfield Road left-turn movement currently operates at LOS F with long delays in the AM and PM peak hours. With the addition of a new south leg of the intersection to serve the proposed development site and the additional site trips, the delay would increase significantly.

As discussed previously, the 2020 Build volumes satisfy the minimum volume requirements for signalization. So, given the forecasted delay and the fact the signal warrants are met, a traffic signal is recommended at the intersection of Wild Horse Creek Road and Old Chesterfield Road/proposed site drive in conjunction with the proposed development. As shown in the table, under signal control the intersection is forecasted to operate at acceptable levels of service. Furthermore, the Synchro estimated 95th percentile queues would not back through the adjacent signalized intersections at Burkhardt Place or the I-64 EB off-ramp. It is recommended this new signal at Old Chesterfield Road be coordinated with the adjacent signals along Wild Horse Creek Road. The proposed traffic signal should provide pedestrian push buttons, crosswalks and ADA accessible sidewalk ramps at the intersection.

Additionally, the southbound left-turn movement exiting the approved Wild Horse Creek Mixed-Use development on the north side of Wild Horse Creek Road is forecasted to operate at LOS F in the peak hours. The development has an access drive to Old Chesterfield Road, so during peak traffic periods patrons of the development could utilize the new traffic signal at Old Chesterfield Road to exit the development.

The 2020 Build Synchro estimated 95th percentile queue for the northbound approach exiting the site opposite Old Chesterfield Road is less than 100 feet in the AM and PM peak hours. As such, the first internal site drive should be a minimum of 150 feet (measured from the northbound stop bar to the center of the site drive) from the intersection of Wild Horse Creek Road and Old Chesterfield Road.

5 – Wild Horse Creek Road and I-64 Eastbound Off-Ramp

As mentioned previously, the traffic signal at Wild Horse Creek Road and the I-64 EB off-ramp would be modified to add a fourth leg serving the proposed site to the intersection. It is further recommended the signal modification include providing pedestrian push buttons, crosswalks and ADA accessible sidewalk ramps to cross the south and west legs of the intersection.

Additionally, it is recommended the westbound Wild Horse Creek Road approach be widened to provide a separate left-turn lane. This westbound left-turn lane should provide 100 feet of storage. Given the eastbound queues from the Chesterfield Parkway signal, it will likely be necessary to widen the roadway to provide this left-turn lane as the eastbound left-turn storage currently provided at the Chesterfield Parkway signal is needed (i.e., the recommended westbound left-turn lane should be side by side to the existing eastbound left-turn lane at the Chesterfield Parkway – not back to back).



With the recommended improvements, the overall intersection, as well as each approach, is forecasted to operate at acceptable levels of service in the 2020 Build scenario.

The 2020 Build Synchro estimated 95th percentile queue for the northbound approach exiting the site opposite the I-64 ramp is less than 100 feet in the AM and PM peak hours. As such, the first internal site drive should be a minimum of 150 feet (measured from the northbound stop bar to the center of the site drive) from the intersection of Wild Horse Creek Road and the I-64 Eastbound Off-Ramp.

6 – North Outer 40 Road and Chesterfield Parkway

The overall intersection, as well as each approach, is forecasted to continue to operate at acceptable levels of service in the 2020 Build scenario with no improvements recommended. The Synchro estimated westbound North Outer 40 left-turn queue is 445 feet in the 2020 Base PM peak hour and increases to 510 feet in the 2020 Build conditions which would not result in any backups onto I-64.

7 – Wild Horse Creek Road and Chesterfield Parkway

The overall intersection, as well as each approach, is forecasted to continue to operate at acceptable levels of service in the 2020 Build scenario with no improvements recommended.

The northbound and southbound left-turn movements operate under protected only phasing in the AM and PM peak periods and protected plus permissive phasing during the off peak. The protected only phasing results in poor levels of serviced during the PM peak hour with the southbound left-turn movement (295 vph in a single lane) operating at LOS F with 189 seconds of delay per vehicle on average. The provision of protected plus permissive phasing in the PM peak hour would improve the southbound left-turn movement to LOS A. As such, since the southbound left-turn already operates under protected plus permissive phasing during the off-peak periods, it is recommended that consideration be given to allowing the southbound left-turn movement to also operate under protected plus permissive phasing in the AM and PM peak hours.

If SLCDOT is against allowing protected plus permissive phasing throughout the day, it appears the bridge could be restriped to accommodate a second southbound left-turn lane, which would improve the southbound left-turn delays and minimize queues. This is an existing condition which could be considered by SCLDOT whether this development occurs or not. The proposed development would have negligible impacts on the southbound left-turn movement.

8 – Burkhardt Place and Veterans Place Drive/Proposed Site Drive

All movements at the intersection are forecasted to continue to operate at acceptable levels of service in the 2020 Build scenario assuming side-street stop control (Burkhardt Place free-flow). In fact, all movements are forecasted to operate at LOS C or better with most operating at LOS A or B with forecasted queues of one vehicle or less.



Furthermore, the Synchro estimated 95th percentile forecasted eastbound queues from the traffic signal at Chesterfield Parkway are 140 feet in the AM peak hour and 165 feet in the PM peak hour. With nearly 500 feet between Chesterfield Parkway and the site drive, opposite Veterans Place Drive, the queues from the signal would not adversely impact the existing or proposed drives along Burkhardt Place.

9 – Chesterfield Parkway and Burkhardt Place

Under side-street STOP control, the eastbound Burkhardt Place left-turn movement is forecasted to operate at LOS E in the AM peak hour and LOS F in the PM peak hours with long delays in the 2020 Build conditions.

As discussed previously, the 2020 Build volumes satisfy the minimum volume requirements for signalization. So, given the forecasted delay and the fact the signal warrants are met, a traffic signal is recommended at the intersection of Chesterfield Parkway and Burkhardt Place in conjunction with the proposed development. As shown in the table, under signal control the intersection is forecasted to operate at overall LOS B with minimal delays. It is recommended this new signal at Burkhardt Place be coordinated with the adjacent signals along Chesterfield Parkway. The proposed traffic signal should provide pedestrian push buttons, crosswalks and ADA accessible sidewalk ramps at the intersection.

The 2020 Build Synchro estimated 95th percentile queue for the eastbound approach of Burkhardt Place is 140 feet in the AM peak hour and 165 feet in the PM peak hour. As such, the first internal site drive should be a minimum of 215 feet (measured from the eastbound stop bar to the center of the site drive) from the intersection of Chesterfield Parkway and Burkhardt Place.

10 – Chesterfield Parkway and Lydia Hill Drive

The overall intersection, as well as each approach, is forecasted to continue to operate at highly desirable levels of service in the 2020 Build scenario. The existing signal at Lydia Hill Drive operates under free conditions. It is recommended the signal at Lydia Hill Drive be coordinated with the new signal at Burkhardt Place to the north and the signals to the southeast along Chesterfield Parkway.

11 – Chesterfield Parkway and Justus Post Road

The overall intersection, as well as each approach, is forecasted to continue to operate at desirable levels of service in the 2020 Build scenario. The existing signals along Chesterfield Parkway at Justus Post Road, Fontaine Drive and the Clarkson Road northbound ramps are coordinated with a system cycle length of 100 seconds. As the traffic volumes are low to moderate, a lower cycle length of 100 seconds is recommended in the AM and PM peak hours.

12 – Chesterfield Parkway and Fontaine Drive

The overall intersection, as well as each approach, is forecasted to continue to operate at acceptable levels of service in the 2020 Build scenario. The existing signals along Chesterfield



Parkway at Justus Post Road, Fontaine Drive and the Clarkson Road northbound ramps are coordinated with a system cycle length of 100 seconds. As the traffic volumes are low to moderate, a lower cycle length of 100 seconds is recommended in the AM and PM peak hours.

13 – Chesterfield Parkway and Clarkson Road NB ramps Fontaine Drive

The overall intersection, as well as each approach, is forecasted to continue to operate at acceptable levels of service in the 2020 Build scenario. The existing signals along Chesterfield Parkway at Justus Post Road, Fontaine Drive and the Clarkson Road northbound ramps are coordinated with a system cycle length of 100 seconds. As the traffic volumes are low to moderate, a lower cycle length of 100 seconds is recommended in the AM and PM peak hours.

14 – Wild Horse Creek Road and Burkhardt Place/Aventura Drive

Under side-street STOP control, the northbound Burkhardt Place left-turn movement is forecasted to operate at LOS F with long delays in the AM and PM peak hours in the 2020 Build conditions.

As discussed previously, the 2020 Build volumes satisfy the minimum volume requirements for signalization. So, given the forecasted delay and the fact the signal warrants are met, a traffic signal is recommended at the intersection of Wild Horse Creek Road and Burkhardt Place in conjunction with the proposed development. As mentioned previously, an eastbound right-turn lane is recommended on Wild Horse Creek Road at Burkhardt Place to shorten the forecasted eastbound queues in the AM peak hour. At signalized intersections a general rule of thumb is to *consider* a separate right-turn lane when the right-turn volume exceeds 100 vph. The right-turn volume in the AM peak hour is 145 vph and in the PM peak hour is 100 vph.

As shown in the table, under signal control the intersection is forecasted to operate at acceptable levels of service. Furthermore, the Synchro estimated 95th percentile queues are relatively short with no impacts on the adjacent signalized intersections at Baxter Road or Old Chesterfield Road. It is recommended this new signal at Burkhardt Place be coordinate with the adjacent signals along Wild Horse Creek Road.

As mentioned previously, the Riparian Trail is planned along the west side of Burkhardt Place and would cross Wild Horse Creek Road at Burkhardt Place. The proposed traffic signal would provide a needed signalized at-grade crossing across Wild Horse Creek Road for the Riparian Trail.

The 2020 Build Synchro estimated 95th percentile queue for the northbound approach of Burkhardt Place is 65 feet in the AM peak hour and 145 feet in the PM peak hour. As such, the first internal site drive should be a minimum of 200 feet (measured from the northbound stop bar to the center of the site drive) from the intersection of Wild Horse Creek Road and Burkhardt Place.



15 – Wild Horse Creek Road and Proposed RIRO Site Drive/Wild Horse Creek Mixed-Use Drive

As mentioned previously, an eastbound right-turn lane on Wild Horse Creek Road at the proposed RIRO site drive meets the SLCDOT AMG warrants and is recommended in conjunction with the proposed development.

As shown in the table, the proposed RIRO site drive operates at acceptable levels of service in the peak hours. The southbound left-turn exiting the Wild Horse Creek Mixed-Use development is forecasted to operate at LOS F in the AM peak hour and LOS E in the PM peak hour. However, with the recommended signal at Wild Horse Creek Road and Old Chesterfield Road, patrons of the Wild Horse Creek Mixed-Use development would have access to this signal during peak traffic periods when it is difficult to make a left turn out of the development.

16 – Chesterfield Parkway and Proposed Site Drive

As mentioned previously, a southbound right-turn lane on Chesterfield Parkway at the proposed unsignalized site drive is just shy of meeting the warrants for a separate southbound right-turn lane. As shown in the table, the proposed site drive operates at acceptable levels of service in the peak hours.

The 2020 Build Synchro estimated 95th percentile queue for the eastbound approach exiting the site drive between Wild Horse Creek Road and Burkhardt Place is less than 50 feet in the AM peak hour and 70 feet in the PM peak hour. As such, the first internal site drive should be a minimum of 120 feet (measured from the eastbound stop bar to the center of the site drive) from the intersection at Chesterfield Parkway.

17 – Burkhardt Place and Proposed Main Site Circular Roadway

As shown in the table, the proposed main site drive on Burkhardt Place is forecasted to operate at desirable levels of service in the peak hours with all movements operating at LOS A or B.

There are additional site drives proposed along Burkhardt Place that are not specifically shown in the Capacity Analysis table. It can be reasoned that if the higher volume intersections on Burkhardt Place at Veterans Place/proposed site drive and the main site roadway operate at highly desirable levels of service, the lower volume site drives would also operate at highly desirable levels of service.

Vacant Parcel – I-64 and Chesterfield Parkway: There is a vacant parcel across Wild Horse Creek Road from the proposed development site that is bordered by I-64 to the north, Chesterfield Parkway (bridge segment) to the east, the I-64 eastbound off-ramp to the west and Wild Horse Creek Road to the south. The only possible access for the site is off Wild Horse Creek Road. However, an access drive on Wild Horse Creek Road would be challenging given the queues on Wild Horse Creek Road from the adjacent traffic signals at Chesterfield Parkway and the I-64 eastbound off-ramp. As such, a right-in/right-out drive is likely the only access possible for the vacant parcel in the northwest quadrant of Wild Horse Creek Road and Chesterfield Parkway.



20-YEAR DESIGN HORIZON

2040 No Build Traffic Volumes: In order to assist the City and County in their long-term traffic plan, background linear traffic growth will be used to develop 20-year traffic volume projections for the “design year”. Based on discussions with the reviewing agencies, an annual growth rate of 0.25% per year was used to account for the 20 years of background growth on the roadways within the study.

Based on prior discussions with the City, it is likely the Chesterfield Mall will redevelop within the next 20 years. It is anticipated the mall will redevelop as a mixed-use development similar in size to the proposed Wild Horse Village development. The same trip estimates shown in Table 3 for the proposed Wild Horse Village development were assumed for the Chesterfield Mall redevelopment. No reductions were made for the existing trips to and from the Chesterfield Mall site. The trips for the Chesterfield Mall redevelopment were assigned to the overall roadway network, though it is important to note that a majority of these mall trips would utilize access points along the South Outer Road and Clarkson Road; and as such, are outside the study intersections for the proposed Wild Horse Village study.

The 2040 No-Build traffic volumes for the AM and PM peak hours are shown in **Exhibit 6**. The 2040 No-Build traffic volumes include the full build-out of the Fienup Tract, the Aventura at Wild Horse Creek apartments, the Wild Horse Creek mixed-use development, and the Chesterfield Mall redevelopment, as well as the 0.25% background growth rate.

2040 Build Traffic Volumes: The proposed Wild Horse Village site-generated trips (Exhibit 4) were added to the 2040 No-Build Traffic Volumes (Exhibit 6) to determine the total volumes in the 20-year design scenario. The 2040 Build Traffic Volumes for the AM and PM peak hours are shown in **Exhibit 7**.

2040 Auxiliary Turn Lane Needs: The need for a southbound right-turn lane on Chesterfield Parkway at the site drive between Wild Horse Creek Road and Burkhardt Place was reevaluated using the *Right Lane Warrant for Four-Lane Roadway* (SLCDOT AMG Figure 7.2.3). **Figure 20** graphically illustrates the right-turn evaluation assuming the 2040 Build traffic volumes during the AM and PM peak hours. A right-turn lane should be considered when the plotted point lies to the right of the line of the 40 mph line on the graph. As depicted, a separate southbound right-turn lane on Chesterfield Parkway is warranted at the site drive with additional through volume on Chesterfield Parkway.

Figure 7.2.3. Right Turn Lane Guideline for Four-Lane Roadway

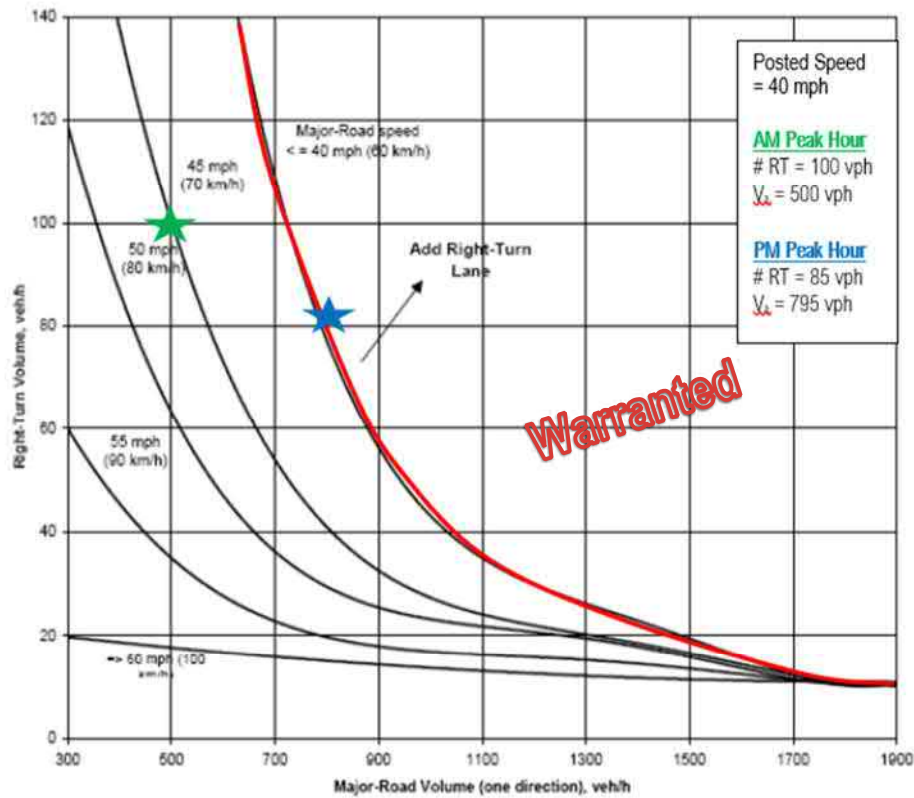


Figure 20: Southbound Right-Turn Lane Evaluation (2040 Build) – Chesterfield Parkway at Site Drive

2040 Operating Conditions: The study intersections were re-evaluated using the methodologies previously described. **Table 7** summarizes the results of this analysis, which reflects the 2040 No-Build and Build operating conditions and average delay at the study intersections during the AM and PM peak hours. The same recommendations discussed for the 2020 Build scenario were assumed in the 2040 Build scenario with the addition of the recommended southbound right-turn lane on Chesterfield Parkway at the proposed site drive south of Wild Horse Creek Road.



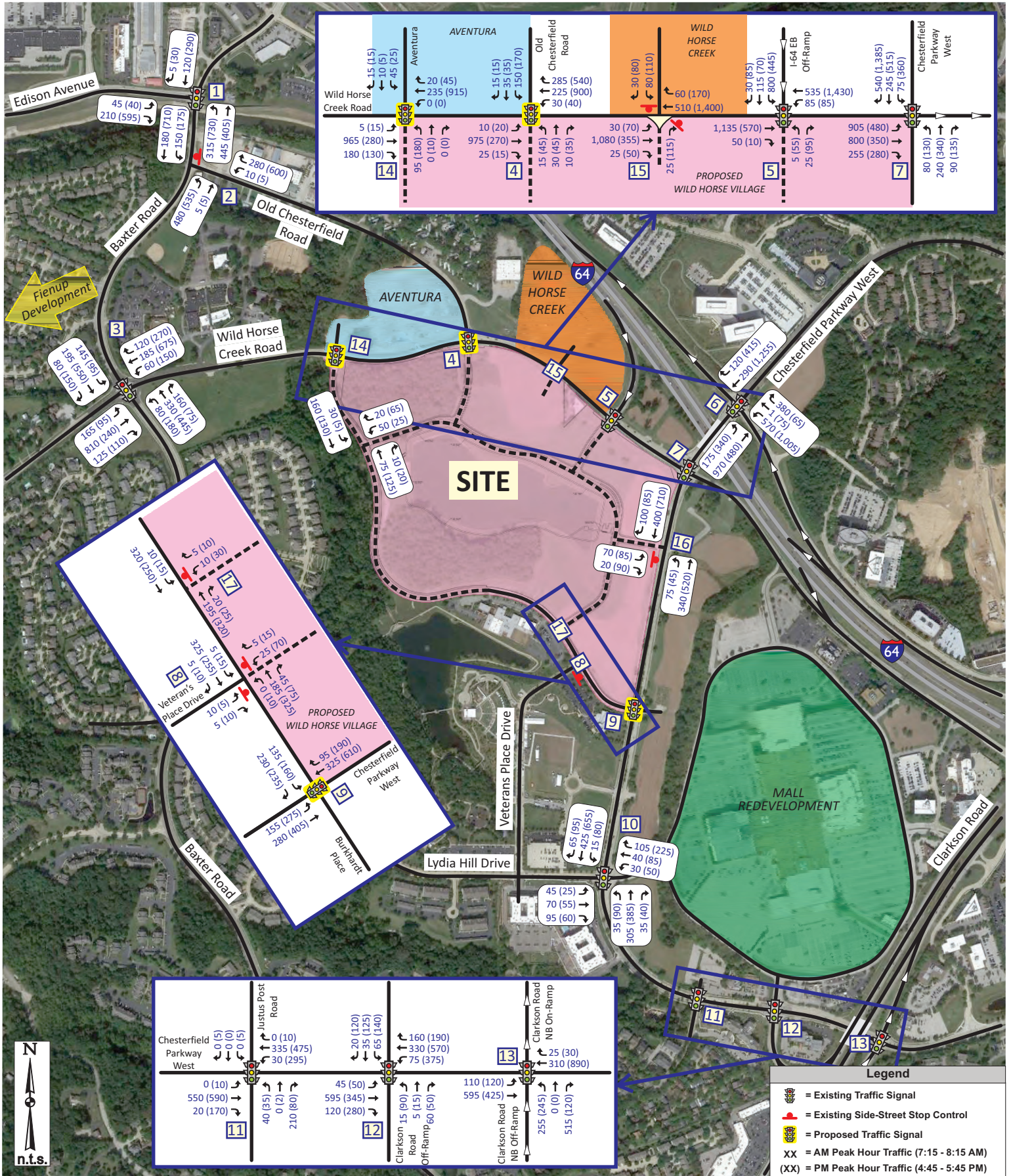


Exhibit 7: 2040 Build Traffic Volumes

Job# 009-20
04/01/2020



Table 7: 2040 Capacity Analysis Summary

Intersection / Approach	Weekday AM Peak Hour		Weekday PM Peak Hour	
	2040 No-Build	2040 Build	2040 No-Build	2040 Build
1 – Edison Avenue and Baxter Road (Signalized)				
Eastbound Edison Avenue Approach	A (7.3)	A (6.8)	A (9.7)	B (10.7)
Northbound Baxter Road Approach	A (5.3)	A (5.3)	B (13.4)	B (14.7)
Southbound Baxter Road Approach	B (18.1)	B (18.6)	C (24.9)	C (25.1)
Overall	A (7.1)	A (7.1)	B (14.0)	B (15.1)
2 – Old Chesterfield Road and Baxter Road (Side-Street STOP)				
Westbound Old Chesterfield Road Left-Turn	B (13.0)	B (13.8)	C (21.0)	C (22.5)
Westbound Old Chesterfield Road Right-Turn	C (17.8)	C (18.9)	F (132.2)	F (161.0)
Northbound Baxter Road Approach	Free Flow	Free Flow	Free Flow	Free Flow
Southbound Baxter Road Approach	A (3.4)	A (4.1)	A (1.6)	A (1.9)
3 – Wild Horse Creek Road and Baxter Road (Signalized)				
Eastbound Wild Horse Creek Road Approach	C (22.6)	D (38.6)	C (24.2)	C (24.7)
Westbound Wild Horse Creek Road Approach	C (22.9)	B (19.0)	D (52.9)	D (41.0)
Northbound Baxter Road Approach	C (31.2)	D (51.6)	C (31.8)	D (40.5)
Southbound Baxter Road Approach	D (49.0)	D (42.4)	D (53.0)	D (51.6)
Overall	C (28.8)	D (39.2)	D (43.7)	D (41.3)
4 – Wild Horse Creek Road and Old Chesterfield Road (Side-Street STOP – 2040 No-Build)				
Eastbound Wild Horse Creek Road Left-Turn	A (7.8)		B (11.7)	
Westbound Wild Horse Creek Road Approach	A (<1.0)		A (<1.0)	
Southbound Old Chesterfield Road Left-Turn	F (80.3)		F (>200)	
Southbound Old Chesterfield Road Right-Turn	A (9.7)		C (18.2)	
4 – Wild Horse Creek Road and Proposed Driveway/Old Chesterfield Road (Signalized – 2040 Build)				
Eastbound Wild Horse Creek Road Approach		C (24.1)		A (7.1)
Westbound Wild Horse Creek Road Approach		B (12.9)		A (5.0)
Northbound Proposed Site Drive Approach		D (41.7)		D (42.3)
Southbound Old Chesterfield Road Approach		C (33.3)		D (43.4)
Overall		C (22.3)		B (11.6)

X (XX.X) - Level of Service (Vehicular delay in seconds per vehicle)



Table 7 Cont.: 2040 Capacity Analysis Summary

Intersection / Approach	Weekday AM Peak Hour		Weekday PM Peak Hour	
	2040 No-Build	2040 Build	2040 No-Build	2040 Build
5 – Wild Horse Creek Road and I-64 Eastbound Off-Ramp/Proposed Site Drive (Signalized)				
Eastbound Wild Horse Creek Road Approach	B (17.6)	C (34.0)	A (7.0)	C (20.9)
Westbound Wild Horse Creek Road Approach	A (9.2)	A (9.0)	B (13.3)	B (15.4)
Northbound Proposed Driveway Approach		A (7.7)		C (30.6)
Southbound I-64 EB Off-Ramp Approach	D (35.8)	D (41.9)	C (25.5)	D (50.5)
Overall	C (22.0)	C (30.8)	B (14.8)	C (24.7)
6 – North Outer 40 Road and Chesterfield Parkway (Signalized)				
Westbound North Outer 40 Road Approach	D (38.3)	D (40.5)	D (37.4)	D (37.1)
Northbound Chesterfield Parkway Approach	A (9.4)	B (12.5)	C (33.3)	C (33.5)
Southbound Chesterfield Parkway Approach	B (11.5)	B (13.5)	C (26.6)	C (33.7)
Overall	C (20.2)	C (23.3)	C (31.3)	C (34.7)
7 – Wild Horse Creek Road and Chesterfield Parkway (Signalized)				
Eastbound Wild Horse Creek Road Approach	B (14.6)	B (11.7)	C (33.6)	D (36.6)
Northbound Chesterfield Parkway Approach	D (45.4)	D (39.8)	D (36.3)	C (32.8)
Southbound Chesterfield Parkway Approach	B (18.5)	B (18.3)	B (19.9)	D (51.4)
Overall	B (18.3)	B (17.0)	C (25.6)	D (47.4)
8 – Burkhardt Place and Veterans Place Drive/Proposed Site Drive (Side-Street STOP)				
Eastbound Burkhardt Place Approach	A (<1.0)	A (<1.0)	A (<1.0)	A (<1.0)
Westbound Burkhardt Place Left-Turn	A (<1.0)	A (<1.0)	A (7.7)	A (7.9)
Northbound Veterans Place Approach	B (10.7)	B (12.7)	B (10.3)	B (11.8)
Southbound Proposed Site Drive Approach		B (13.7)		C (18.6)

X (XX.X) - Level of Service (Vehicular delay in seconds per vehicle)



Table 7 Cont.: 2040 Capacity Analysis Summary

Intersection / Approach	Weekday AM Peak Hour		Weekday PM Peak Hour	
	2040 No-Build	2040 Build	2040 No-Build	2040 Build
9 – Burkhardt Place and Chesterfield Parkway (Side-Street STOP – 2040 No-Build)				
Eastbound Burkhardt Place Left-Turn	B (14.7)		F (137.5)	
Eastbound Burkhardt Place Right-Turn	B (14.7)		F (137.5)	
Northbound Chesterfield Parkway Left-Turn	A (8.5)		B (10.5)	
Southbound Chesterfield Parkway Approach	A (<1.0)		A (<1.0)	
9 – Burkhardt Place and Chesterfield Parkway (Signalized – 2040 Build)				
Eastbound Burkhardt Place Approach		C (27.0)		C (26.4)
Northbound Chesterfield Parkway Approach		A (1.9)		A (7.8)
Southbound Chesterfield Parkway Approach		A (6.1)		B (13.0)
Overall		B (10.8)		B (13.9)
10 – Lydia Hill Drive and Chesterfield Parkway (Signalized)				
Eastbound Lydia Hill Drive Approach	B (14.9)	D (37.3)	B (15.7)	C (23.0)
Westbound Lydia Hill Drive Approach	B (13.2)	C (28.1)	C (25.8)	D (38.0)
Northbound Chesterfield Parkway Approach	A (8.5)	B (14.2)	B (12.1)	A (9.7)
Southbound Chesterfield Parkway Approach	A (7.8)	A (3.0)	B (14.9)	A (5.3)
Overall	B (10.2)	B (15.5)	B (16.7)	B (14.3)
11 – Chesterfield Parkway and Justus Post Road (Signalized)				
Eastbound Chesterfield Parkway Approach	A (5.1)	A (3.8)	B (17.6)	A (6.5)
Westbound Chesterfield Parkway Approach	A (2.2)	A (1.0)	A (6.6)	A (6.9)
Northbound Justus Post Road Approach	C (22.5)	C (21.0)	C (29.3)	C (25.7)
Southbound Justus Post Road Approach	A (<1.0)	A (<1.0)	C (23.7)	C (20.9)
Overall	A (8.6)	A (6.6)	B (13.4)	A (8.1)
12 – Chesterfield Parkway and Fontaine Drive/Clarkson Road SB Ramp (Signalized)				
Eastbound Chesterfield Parkway Approach	A (9.5)	A (8.9)	B (14.8)	A (4.7)
Westbound Chesterfield Parkway Approach	A (3.6)	A (6.8)	B (10.3)	C (23.3)
Northbound Clarkson Road Off-Ramp Approach	B (14.5)	B (12.8)	D (38.8)	C (34.7)
Southbound Fontaine Drive Approach	D (43.8)	D (39.5)	D (36.9)	C (34.2)
Overall	B (10.8)	B (10.7)	B (18.3)	C (20.5)

X (XX.X) - Level of Service (Vehicular delay in seconds per vehicle)



Table 7 Cont.: 2040 Capacity Analysis Summary

Intersection / Approach	Weekday AM Peak Hour		Weekday PM Peak Hour	
	2040 No-Build	2040 Build	2040 No-Build	2040 Build
13 – Chesterfield Parkway and Clarkson Road NB Ramps (Signalized)				
Eastbound Chesterfield Parkway Approach	A (8.4)	A (3.2)	A (2.7)	A (6.0)
Westbound Chesterfield Parkway Approach	C (20.7)	B (12.8)	B (10.7)	B (13.0)
Northbound Clarkson Road Off-Ramp Approach	D (37.7)	D (43.5)	D (40.8)	D (38.7)
Overall	C (22.8)	C (22.1)	B (13.7)	B (16.0)
14 – Wild Horse Creek Road and Proposed Site Drive/Aventura Drive (Side-Street STOP-2040 No-Build/Signalized-2040 Build)				
Eastbound Wild Horse Creek Road Approach	A (<1.0)	A (8.7)	A (<1.0)	B (12.8)
Westbound Wild Horse Creek Road Approach	A (<1.0)	B (10.2)	A (<1.0)	B (10.9)
Northbound Proposed Site Drive Approach	F (52.1)	D (39.1)	F (93.1)	D (48.8)
Southbound Aventura Drive Approach	E (36.6)	D (46.5)	E (35.3)	D (49.4)
Overall		B (12.5)		B (16.9)
15 – Wild Horse Creek Road and Proposed Site Drive/Wild Horse Creek Mixed-Use Drive (Side-Street STOP)				
Eastbound Chesterfield Parkway Approach	A (<1.0)	A (<1.0)	A (2.5)	A (2.3)
Westbound Chesterfield Parkway Approach	A (<1.0)	A (<1.0)	A (<1.0)	A (<1.0)
Northbound Proposed Site Drive Approach		D (31.3)		B (11.8)
Southbound Wild Horse Creek Drive Approach	C (24.5)	F (125.8)	C (23.9)	E (41.7)
16 – Chesterfield Parkway and Proposed Site Drive (Side-Street STOP)				
Eastbound Proposed Site Drive Approach		C (23.7)		E (39.0)
Northbound Chesterfield Parkway Approach		A (1.7)		A (<1.0)
Southbound Chesterfield Parkway Approach		A (<1.0)		A (<1.0)
17 – Burkhardt Place and Proposed Driveway (Side-Street STOP)				
Eastbound Burkhardt Place Left-Turn		A (7.7)		A (8.1)
Westbound Burkhardt Place Approach		A (<1.0)		A (<1.0)
Southbound Proposed Site Drive Approach		B (11.9)		B (13.6)

X (XX.X) - Level of Service (Vehicular delay in seconds per vehicle)



As shown in **Table 7**, with the recommended improvements, all of the study intersections and individual approaches are forecasted to operate at acceptable levels of service (i.e., LOS D or better) during the AM and PM peak hours with the exception of the following:

- The westbound Old Chesterfield Road right-turn at Baxter Road which would remain at LOS F in the PM peak hour.
- The southbound left-turn exiting the Wild Horse Creek development (currently under construction) onto Wild Horse Creek Road which would also remain at LOS F. However, with the recommended signal at Wild Horse Creek Road and Old Chesterfield Road, patrons of the Wild Horse Creek Mixed-Use development would have access to this signal during peak traffic periods when it is difficult to make a left turn out of the development.
- The eastbound site drive left-turn onto Chesterfield Parkway between Wild Horse Creek Road and Burkhardt Place which would decline to LOS E with the additional through traffic on the parkway. However, patrons also have alternative access to the signals on Wild Horse Creek Road and the signal at Chesterfield Parkway and Burkhardt Place during peak traffic periods when it is difficult to make a left turn out of the development at unsignalized locations.

There are also a few locations that while the approach level of service is acceptable there are other factors to consider as discussed in the following paragraphs.

In the 2040 No-Build PM peak hour conditions, the 95th percentile queue calculated from Synchro is approximately 520 feet, while the available storage for this northbound left-turn movement on Baxter Road at Edison Avenue is approximately 265 feet. If dual northbound left-turns were provided, the queue could be reduced to approximately 315 feet with the LOS remaining essentially the same. However, the provision of dual northbound lefts turns would require widening the existing bridge, as well as widening Edison Avenue to receive two lanes. The additional trips from the proposed Wild Horse Village development would increase the queue approximately 30 feet to 550 feet.

In the 2040 Build AM peak hour conditions, the eastbound Wild Horse Creek Road approach at Old Chesterfield Road operates at LOS C, but the Synchro estimated 95th percentile queue is estimated at 1,005 feet. With approximately 940 feet between the proposed signals at Old Chesterfield Road and Burkhardt Place, there would be a potential for the eastbound queues at Old Chesterfield Road to back through the signal at Burkhardt Place. As such, two eastbound through lanes on Wild Horse Creek Road at Old Chesterfield Road may be necessary in the future to lessen the queues. With two eastbound lanes, the 95th percentile queue drops to 225 feet.

As discussed in the 2020 conditions, the northbound and southbound left-turn movements of Chesterfield Parkway at Wild Horse Creek Road/South Outer 40 operate under protected only phasing during the AM and PM peak periods and protected plus permissive phasing during the



off peak. The protected only phasing results in poor levels of serviced during the PM peak hour with the southbound left-turn movement operating at LOS F with 360 seconds of delay per vehicle on average and a 95th percentile queue of 570 feet in the 2040 Build conditions. The provision of protected plus permissive phasing in the PM peak hour would improve the southbound left-turn movement to LOS B with an estimated queue of only 85 feet. As such, since the southbound left-turn already operates under protected plus permissive phasing during the off-peak periods, it is recommended that consideration be given to allowing the southbound left-turn movement to also operate under protected plus permissive phasing in the AM and PM peak hours. If SLCDOT is opposed to allowing protected plus permitted left-turn phasing during the peak hours, it appears that the bridge could be restriped to provide dual southbound left-turns lanes, which would improve operations and reduce queues. The southbound left-turn movement only increases with the Chesterfield mall redevelopment.



SUMMARY

CBB completed the preceding study to address the traffic impacts associated with the proposed mixed-use development, known as Wild Horse Village, located in the southwest quadrant of the Wild Horse Creek Road and Chesterfield Parkway intersection in Chesterfield, Missouri.

In summary, the following findings and improvements should be considered in conjunction with the proposed development to accommodate the 2020 Build traffic volumes:

- Construct an eastbound right-turn lane on Wild Horse Creek Road at the proposed RIRO site drive east of Old Chesterfield Road.
- Modify the traffic signal at Wild Horse Creek Road and Baxter Road to provide protected plus permissive phasing for the westbound and southbound left-turn movements which currently operate under permissive only phasing.
- Modify the traffic signal at Wild Horse Creek Road and the I-64 EB off-ramp to add a fourth leg serving the proposed site to the intersection.
 - Restripe the I-64 EB off-ramp to provide dual left-turn lanes and a shared through and right-turn lane.
 - Widen the westbound Wild Horse Creek Road approach to provide a separate left-turn lane. Provide protected plus flashing yellow arrow phasing for the westbound Wild Horse Creek Road left-turn movement.
 - Construct the northbound approach exiting the site with a left-turn lane and a right-turn lane.
- Install a new traffic signal at Wild Horse Creek Road and Burkhardt Place.
 - Construct the northbound approach of Burkhardt Place with a left-turn lane and a shared through and right-turn lane.
 - Construct an eastbound right-turn lane on Wild Horse Creek Road at Burkhardt Place.
 - Provide protected plus flashing yellow arrow phasing for the northbound Burkhardt Place left-turn movement.
- Install a new traffic signal at Wild Horse Creek Road and Old Chesterfield Road.
 - Construct the northbound approach exiting the site with a left-turn lane and a shared through/right-turn lane.
 - Provide protected plus flashing yellow arrow phasing for the northbound site drive and southbound Old Chesterfield Road left-turn movements.
- Install a new traffic signal at Chesterfield Parkway and Burkhardt Place.
 - Restripe the eastbound Burkhardt Place approach to provide separate left- and right-turn lanes.
 - Provide protected plus flashing yellow arrow phasing for the northbound Chesterfield Parkway left-turn movement.



- Coordinate the traffic signals along Wild Horse Creek Road (i.e., Baxter Road, Burkhardt Place, Old Chesterfield Road, I-64 EB off-ramp, and Chesterfield Parkway).
- Coordinate the traffic signals along Chesterfield Parkway (i.e., Burkhardt Place to the Clarkson Road NB ramps).
- In accordance with the City's Bikeable-Walkable Community Plan, provide a bike lane on the eastbound lane of Wild Horse Creek Road along the frontage of the proposed development and provide Bike Route signs on Chesterfield Parkway and Burkhardt Place along the frontage of the proposed development.
- It is recommended the civil engineer for the site document the sight distance for the proposed site drives on Wild Horse Creek Road, Chesterfield Parkway and Burkhardt Place, as well as the internal site intersections, to ensure that the recommended intersection sight distance is met. Furthermore, careful consideration should be given to sight distance obstructions when planning future aesthetics enhancements, such as signs, berms, fencing and landscaping, to ensure that these improvements do not obstruct the view of entering and exiting traffic at the site drive on Wild Horse Creek Road.

Based on the 2040 Build analyses, the recommendations for the 2020 Build scenario were assumed with the addition of the recommendation for a southbound right-turn lane on Chesterfield Parkway at the proposed site drive south of Wild Horse Creek Road.

The recommended improvement plan for the 2020 Build and 2040 Build conditions is depicted graphically in **Exhibit 8**.

We trust that this traffic impact study adequately describes the forecasted traffic conditions that should be expected as a result of the proposed Wild Horse Village mixed-use development in Chesterfield, Missouri. If additional information is desired, please feel free to contact me at 314-449-9572 or swhite@cbbtraffic.com.

Sincerely,

Shawn Lerai White, P.E., PTOE
Associate - Senior Traffic Engineer

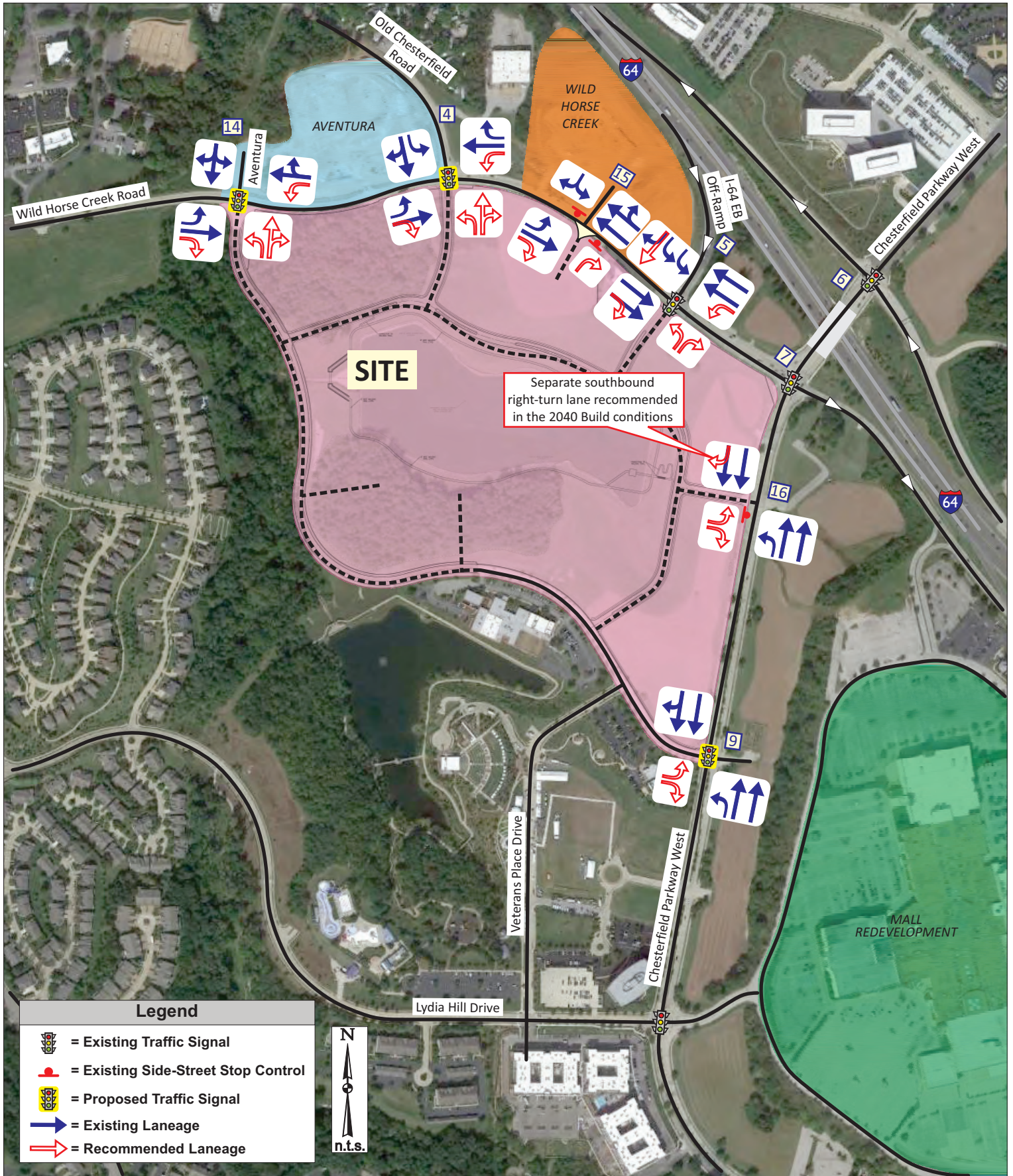


Exhibit 8: 2020/2040 Build Recommended Lane Configuration and Traffic Control

FINANCE AND ADMINISTRATION COMMITTEE

Chair: Councilmember McGuinness

Vice-Chair: Councilmember Moore

2021 Proposed Meeting Schedule (Voice Vote)

The Finance and Administration Committee recommended approval of the proposed 2021 City Council meeting schedule. It should be noted that we are still uncertain as to when physical meetings of City Council will be conducted. As such, you should be aware that when a Monday Council meeting conflicts with a holiday or religious holiday, physical meetings would be scheduled on the following Wednesday, but if we're still meeting virtually, the meetings would occur on the following day, Tuesday. **A voice vote is required.**

Recommendation for Franchise Audit (Roll Call Vote)

The Finance and Administration Committee recommended that Staff be authorized to enter into an agreement with TriStem to conduct a revenue audit for franchise fees inclusive of utility taxes. TriStem's contingency compensation is 40% of the recovered revenues, only for prior years. **A roll call vote is required.**

Municipal League of Metro St. Louis – Dues (Roll Call Vote)

The Finance and Administration Committee recommended to direct staff to process payment of the 2021 discounted Metro Municipal League dues in the amount of \$6,410. The 2020 budget contains \$7,200 for this purpose, which is the normal value of the annual dues payment. **A roll call vote is required.**

Contract Renewal – Gamble Schlemeier (Roll Call Vote)

The Finance and Administration Committee recommended approval for extending the professional services contract with Gamble Schlemeier, at the current rate of \$40,000 per year, paid in equal monthly payments. The professional services contract would be funded by a budget transfer from the General Fund – Fund Reserves. **A roll call vote is required.**

Special Counsel Agreement – Armstrong Teasdale (Roll Call Vote)

The Finance and administration Committee recommended approval of a special counsel agreement with Armstrong Teasdale, for the limited scope of work associated with Financial and Development issues of the Chesterfield Mall properties and the adjacent property to the West, Wildhorse Village. **A roll call vote is required.**

Next Meeting (Budget Workshop #1) – October 6, 2020 (5:30pm)

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



MEMORANDUM

DATE: June 29, 2020
TO: Jeannette Kelly, Finance Director
FROM: Vickie McGownd, City Clerk *VM*
SUBJECT: 2021 Proposed City Council Meeting Schedule

After reviewing the attached Jewish Community Relations Council (JCRC) "Calendar of Major Jewish Holidays" and reviewing the holidays the City will observe in 2021, I have prepared the attached 2021 Proposed City Council Meeting Schedule.

Please add this to the next Finance & Administration Committee meeting agenda for review.

Attachments



2021 Proposed City Council Meeting Schedule 7:00 p.m.

January

Monday, January 4
Wednesday, January 20
(Martin Luther King Jr. Day Jan. 18)
Tuesday, January 19 – if virtual

February

Monday, February 1
Wednesday, February 17
(Presidents Day Feb. 15)
Tuesday, February 16 – if virtual

March

Monday, March 1
Monday, March 15

April

Wednesday, April 21
(Municipal Election April 6)
Tuesday, April 20 – if virtual

May

Monday, May 3
Wednesday, May 19
(Shavuot May 17-18)

June

Monday, June 7
Monday, June 21

July

Monday, July 19

August

Monday, August 2
Monday, August 16
Monday, August 30*
(Labor Day Sep. 6)
(Rosh Hashanah Sep. 7-8)

September

Monday, September 20

October

Monday, October 4
Monday, October 18

November

Monday, November 1
Monday, November 15

December

Monday, December 6

*First Monday meeting in September
moved to last Monday in August due to
Labor Day and Rosh Hashanah

FOUR-YEAR CALENDAR OF MAJOR JEWISH HOLIDAYS

This calendar has been prepared and designed to assist school superintendents, boards, administrators, and teachers in planning and scheduling examinations, assemblies, field trips, sporting events, graduations, and other school-related events, activities, and programs. Businesses, organizations, government agencies, and the media may also find this calendar helpful in their planning. Each Jewish holiday is explained following the calendar below.

Jewish holidays begin at sundown on the preceding evening and conclude on the night of the dates noted.

(*) We have indicated with an asterisk those Jewish holidays that are most commonly observed by synagogue attendance and/or family gatherings. During these observances and many others, as well as on the Sabbath—sundown on Friday evening through sundown on Saturday evening—work is traditionally prohibited. As a result, Jewish individuals may be absent from both school and work. **For these holidays, we have also included a separate line for the prior evenings' observances, as they are generally times of worship and family gatherings.**

Secular/School Year	2018-2019	2019-2020	2020-2021	2021-2022
Jewish Year	5779	5780	5781	5782
* EREV (EVE OF) ROSH HASHANAH	September 9 Sunday	September 29 Sunday	September 18 Friday	September 6 Monday
* ROSH HASHANAH	Sept. 10 & 11 Mon. & Tues.	Sept. 30 & Oct. 1 Mon & Tues	Sept. 19 & 20 Sat. & Sun.	Sept. 7 & 8 Tues. & Wed.
* EREV (EVE OF) YOM KIPPUR	September 18 Tuesday	Oct. 8 Tuesday	September 27 Sunday	September 15 Wednesday
* YOM KIPPUR	September 19 Wednesday	Oct. 9 Wednesday	September 28 Monday	September 16 Thursday
SUKKOT	Sept. 24 – 30 Mon. – Sun.	Oct. 14 - 20 Mon. - Sun.	Oct. 3 - 9 Sat. - Fri.	Sept. 21 – 27 Tues. - Mon.
SHEMINI ATZERET	October 1 Monday	Oct. 21 Monday	Oct. 10 Saturday	Sept. 28 Tuesday
SIMCHAT TORAH	October 2 Tuesday	Oct. 22 Tuesday	Oct. 11 Sunday	Sept. 29 Wednesday
HANUKKAH	Dec. 3 -10 Mon. – Mon.	Dec. 23-30 Mon. - Mon.	Dec. 11 - 18 Fri. - Fri.	Nov. 29 – Dec 6 Mon. - Mon.
PURIM	March 21 Thursday	March 10 Tuesday	Feb. 26 Friday	March 17 Thursday
* FIRST NIGHT OF PASSOVER	April 19 Friday	April 8 Wednesday	March 27 Saturday	April 15 Friday
PASSOVER (first 2 days of 8-day holiday)	April 20-21 Sat. & Sun.	April 9 & 10 Thurs. & Fri.	March 28 & 29 Sun. & Mon.	April 16 & 17 Sat. & Sun.
FINAL DAYS OF PASSOVER	April 26 – 27 Fri. & Sat.	April 15 & 16 Wed. & Thurs.	April 3 & 4 Sat. & Sun.	April 22 & 23 Fri. & Sat.
* SHAVUOT	June 9-10 Tue. & Wed.	May 29 & 30 Fri. & Sat.	May 17 & 18 Mon. & Tues.	June 5 & 6 Sun. & Mon.



Jewish Federation | Jewish Community
OF COLUMBUS Relations Committee

1175 College Ave. Columbus, OH 43209
(614) 559-3205 | jshaw@tcjf.org

per
marks
@ JCR

Summary Explanation of the Jewish Holidays

The Jewish calendar is based on a lunar calendar. For that reason, each holiday is celebrated at approximately the same time every year, but not necessarily on the same date of the Gregorian calendar. All Jewish holidays begin the evening *before* the date specified on most calendars. This is because a Jewish "day" begins and ends at sunset, rather than at midnight. **Many Jews do not work or attend school on Rosh Hashanah, Yom Kippur, the first and second days of Sukkot, Shemini Atzeret, Simchat Torah, Shavuot, and the first, second, seventh, and eighth days of Passover.**

* ROSH HASHANAH (Jewish New Year)	Rosh Hashanah is the Jewish New Year. Traditions include eating apples dipped in honey and blowing the <i>shofar</i> (ram's horn). Most Jews attend synagogue on these days and the preceding evening.
* YOM KIPPUR (Day of Atonement)	Yom Kippur is considered by Jews to be the holiest and most solemn day of the year. Fasting begins at sundown and ends after nightfall the following day. Most Jews attend synagogue on this day and the preceding evening.
SUKKOT (Feast of Tabernacles)	Sukkot is a seven-day festival, also known as the Feast or Festival of Booths, the Feast of Tabernacles, or just Tabernacles. It is one of the three pilgrimage festivals mentioned in the Bible. Sukkot is celebrated by the building of a <i>sukkah</i> , or temporary dwelling, outdoors.
SHEMINI ATZERET (Eighth Day of Sukkot)	This holiday immediately follows the conclusion of the holiday of Sukkot.
SIMCHAT TORAH (Rejoicing of the Law)	This holiday immediately follows the holidays of Sukkot and Shemini Atzeret. It concludes and begins anew the annual reading cycle of the <i>Torah</i> , the Five Books of Moses that make up a portion of the Jewish Bible.
HANUKKAH (Festival of Lights)	Hanukkah (or Chanukah) is an eight-day festival marked by the lighting of candles—one on the first night, two on the second and so on—using a special candle holder called a <i>menorah</i> or <i>chanukiah</i> . Although not a major Jewish holiday, its popularity has increased in recent years, especially among American Jews. Traditions include a game involving the spinning of <i>dreidels</i> (tops), eating potato <i>latkes</i> (pancakes) and gift-giving.
PURIM	Purim is one of the most joyous Jewish holidays. Purim commemorates the events that took place in the Book of Esther. Traditions include masquerading in costumes and giving care packages to those in need.
* PASSOVER (Pesach)	Passover (or Pesach) commemorates the liberation of the Hebrew slaves from Egypt. A feast called a <i>seder</i> is held on the first two nights and sometimes on the final two nights of the eight-day holiday. No leavened food (e.g., bread, cake) is eaten during Passover. <i>Matzah</i> (unleavened bread) is consumed instead.
CONCLUDING DAYS OF PASSOVER (Pesach)	During the last two days of Passover, no work is permitted.
SHAVUOT (Feast of Weeks)	Shavuot, the Feast of Weeks, is also known as "Pentecost." According to Rabbinic tradition, the Ten Commandments were given on this day. It is traditional to eat meals containing dairy during Shavuot.



Finance Director
636-537-4726

M E M O

DATE: September 10, 2020
TO: Mike Geisel, City Administrator
FROM: Jeannette Kelly, Finance Director *JKelly*
RE: Franchise Tax Audit Recommendation

As you may recall, during the March 3, 2020 Finance and Administration Committee meeting, the Finance Department was asked to research vendors to audit the Utility Tax Revenues due to decreasing trends.

We contacted two companies (Azavar and TriStem) to discuss their capabilities with regards to auditing Franchise Fees including utility tax revenues, Sales Taxes and Utility Bills. Azavar, a Chicago company, is currently working with the City of Frontenac on a utility tax audit, however, it is too early to know the results of the audit. TriStem, a Dallas company, has worked with several municipalities outside of Texas including Overland Park, Kansas.

Both companies have a comprehensive review process and work on a contingency basis. Therefore, we only pay their company when we receive the lost monies from the vendor(s). Both companies will review historical transactions and ensure the errors have been corrected moving forward; however, they recommend future audits every 5-7 years.

Although TriStem's contingency percentage is higher, they do not charge this fee for the three years after the initial correction. Azavar charges the fee for the subsequent 36 months. Per the attached analysis, assuming \$40,000 of revenues are identified in the historical review and \$10,000 in each of the subsequent years, TriStem's contingency fee is \$16,000 compared to Azavar's fee of \$25,900. After the attached proposals were reviewed, our **recommendation is to proceed with the Franchise Tax Audit with TriStem**. Upon successful completion of the audit, we would consider auditing other areas.

If you would like to discuss this further, please let me know.

*Forward to F&A Committee for further review
& direction
moZ 9/15/2020*

Franchise Tax Audit Review

Criteria	Azavar (Chicago, IL)	TriStem (Dallas, TX)
Historical Years Reviewed	4 years	Minimum of 4 years (up to 10 years depending on state statute)
Contingency %	37%	40%
Future Payments	Must pay contingency fee for 36 months after initial correction (all audits)	12 months following first savings (only for Utility Bill audits - not on Franchise Fee or Sales Tax audits)
Franchise Fee Audits	Yes	Yes
Sales Tax Audits	Yes	Yes
Utility Bill Audits	Yes	Yes

Example: Assumes \$100,000 of historical revenues identified during audit of Franchise Fees

	Azavar	TriStem
Additional Revenue Stream		
Historical	40,000.00	40,000.00
Year 1 after audit	10,000.00	10,000.00
Year 2 after audit	10,000.00	10,000.00
Year 3 after audit	10,000.00	10,000.00
Total Revenues Identified	70,000.00	70,000.00

Contingency Fee		
Historical	14,800.00	16,000.00
Year 1 after audit	3,700.00	-
Year 2 after audit	3,700.00	-
Year 3 after audit	3,700.00	-
Total Contingency Fee	25,900.00	16,000.00

Net Revenues Received from Audit		
Historical	25,200.00	24,000.00
Year 1 after audit	6,300.00	10,000.00
Year 2 after audit	6,300.00	10,000.00
Year 3 after audit	6,300.00	10,000.00
Total Net Revenues	44,100.00	54,000.00

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WASTE

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revenue in your
utility bills!***

"Tri-Stem has been one of the best things that has happened to the City of Brownwood in a long time. They have helped us to recover over-billings in electricity and communication charges and savings going forward that were very significant. They have been very professional, diligent and hard-working. We could not be more pleased with our relationship."

Walter Middleton, Finance Director
City of Brownwood, TX



UTILITY COST RECOVERY & SAVINGS EXPERTS

1-800-234-7937

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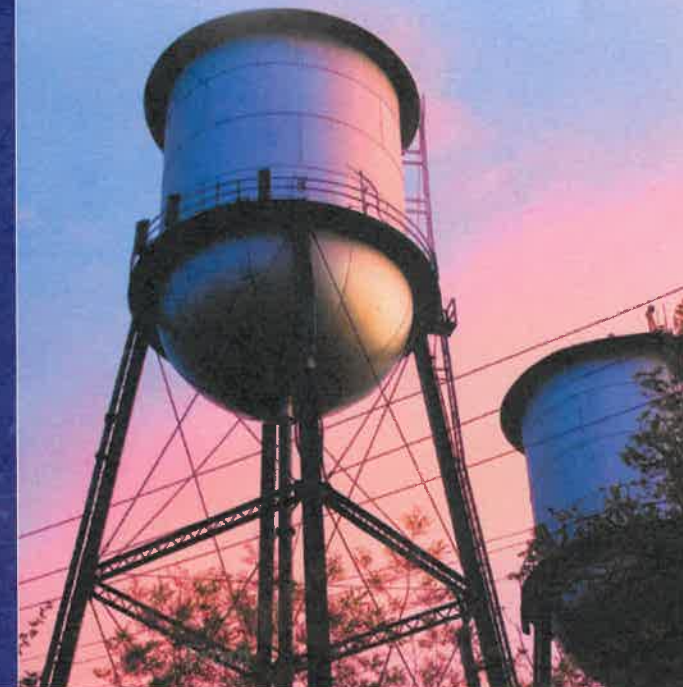
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Robinson, TX 76706

info@tristem.com

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Recovered & Saved
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UTILITY COST RECOVERY & SAVINGS EXPERTS



Why Hire TriStem:

TriStem has 40+ years of experience advocating for utility consumers and auditing utility bills. Other utility bill audit firms come to us for our expertise. Hundreds of hours are spent analyzing documents in-house. Depending on the suspected errors, several days to multiple weeks are spent in the field to verify billing records. When you hire TriStem, you are getting a valuable service not found anywhere else. **Software programs that claim to audit your bills do not come close to our results.** Refund & savings opportunities we find for our clients include:

Meter Read Errors

Contractual Billing Errors

Clerical Billing Errors, Decimal Errors

Taxes and Fees Billed in Error

Street and Guard Light Billing Errors

Incorrect Rates

Account Reconciliation

Power Factor Correction

Utility Audit Benefits:

Our contingent fee structure allows you to contract with our company with no upfront cost. You will receive refunds for errors found on past bills while the corrections we implement will save your organization money on future utility bills. You will have a better grip on your bills and have peace of mind that you are being billed correctly. **If we don't find any errors or savings opportunities, there is no fee for our services.**

Our FREE PREVIEW will give you insight on refund and savings opportunities!

Our Results:

Case Study	Refunds	Savings
------------	---------	---------

Schools

Dallas ISD	\$129,415	\$16,761
DeSoto ISD	\$32,134	\$5,635
Los Fresnos CISD	\$128,145	\$130,000
Texas Tech University	\$1,044,000	\$100,000

Hospitals

Coryell Memorial Hospital Authority	\$127,888	\$38,528
Dallas Nephrology	-	\$51,848
Pecos County Memorial Hospital	\$47,306	\$13,818

Municipalities

Fort Stockton, TX	\$944,261	\$120,000
Galveston County, TX	\$83,730	\$13,545
Harris County, TX	\$383,730	\$13,834
Jefferson Parish, LA	\$215,894	\$16,530
Saint Louis, MO	\$1,878,031	\$300,890
Savannah, GA	\$550,000	\$200,000

Manufacturers

ETS Lindgren	\$13,096	\$12,251
Thermoform Engineered Quality	\$26,923	\$33,000

Non-Profits/Hotels

Energy Lodge	\$59,546	\$16,228
First Baptist Church of McAllen	\$21,356	\$5,000

Our Clients:

Government Entities

Schools

Colleges & Universities

Churches

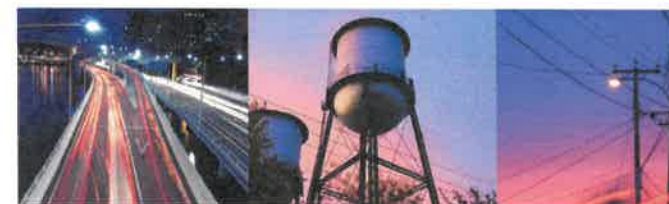
Non-Profits

Hospitals

Hotels

Manufacturers

Other Businesses



TRI STEM

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Franchise Fee Audit Services

Core Objectives of a TriStem Franchise Fee Audit

A franchise fee audit can be an asset to any municipality that collects franchise fees. TriStem strives to accomplish the following objectives for each of its clients during a franchise fee audit:

- Save your organization's valuable time by conducting a comprehensive audit on your behalf.
- Add your organization's bottom line by securing funds owed by utility providers for prior franchise fee tax periods.
- Enhance future revenue – correction of utility's prior errors results in increased franchise fee tax payments to you in the future.
- Educate your organization on utility practices and regulations applicable to your specific region, providing your staff with knowledge to prevent future utility errors after our audit has been completed.

TriStem values the importance of customer service and will tailor our franchise fee audit to address specific concerns or needs of each client.

TriStem will conduct a thorough investigation of utility franchise agreements by:

- Reviewing service locations to ensure all franchise fee tax addresses are accounted for.
- Recovering underpayments for prior periods, up to the maximum period allowed by state law.
- Ensuring franchisees correct algorithms for future franchise fee tax disbursements.

Our franchise fee audit staff has been trained by a CGFO with a complete understanding of the needs of elected officials and City staff, having served in the government sector for over 20 years including positions as Finance Director and Mayor.

Franchise Fee Audit Process

1. The local ordinance and state laws will be reviewed to ensure we understand the algorithms for each type of franchise fee.

2. While reviewing these documents, the City will be asked to provide:

- Name and related information of City's contact person for each franchisee
- Signed LOA
- List of all IN City addresses (obtained from City's utility dept or County appraisal district)

3. Next we will send out LOA & Requests for Data to Franchisees including:

- A detailed calculation on how each franchise provider calculates the tax.
- A detailed list of customers used in the calculation (by the service address) for the years in question.

4. Upon Receipt of Requested Data:

- Recalculate payments based on the state law and city ordinances to ensure that each franchisee's algorithm has been correctly applied.
- Cross reference all addresses within the service zip code to ensure that "non-city" accounts are coded correctly.

5. After identifying list of addresses in question, we will coordinate with the franchisee on the calculation of accounts that were erroneously omitted. This will happen concurrently with correction any calculation errors.

6. Negotiate with franchisee on the amount due and coordinate payment to City.

7. City is paid for back franchise fees based on data corrections or formula areas, for the full period allowed by law.

What Will a Franchise Fee Audit Cost the City?

Our franchise fee audits are contingent fee based – if you don't receive actual funds from your franchised utility providers as a result of our service, you owe us nothing. Our only fee is a percentage of actual funds secured for prior errors. Any savings that occur in the future as a result of our service are 100% yours to keep after the first 12 months.

Why Should the City Choose TriStem for a Franchise Fee Audit?

TriStem has been working as an advocate for commercial utility consumers across the U.S. for nearly 40 years – no other company can match our experience or expertise.

TriStem has completed successful franchise tax audits for other municipal consumers, including: City of Nacogdoches, City of Harker Heights, City of Glenn Heights, City of Comanche, City of Breckenridge, City of Killeen, and City of Copperas Cove.

Sales Tax Audit Process

Stage 1: Data collection

The first stage of the audit is the data collection stage. We will request data from the client along with data from the Texas state comptroller.

Items needed from Client:

- Letter of Agency
- Sales Tax Revenue ledger for past 4 years.
- List of recent annexations
- Maps of current taxing district boundaries

Data Requested from State Comptroller:

- Address data for incorporated and unincorporated registered sales tax taxpayers within the counties that the City resides.

Data Requested from Texas Secretary of State:

- Registered businesses withing the taxing district

Stage 2: Data Analysis

During the second stage of the audit, we will analyze the data obtained from both the client and the state comptroller. We will verify that every business within the taxing jurisdiction limits is remitting the proper amount of sales tax to the taxing entity. We will compare addresses using ArcGIS and ensure that each address is mapped properly. Each address will be compared to the taxing jurisdiction boundaries.

During this stage we will also identify non-compliant businesses by comparing the list of registered businesses from the Texas Secretary of State office to the registered sales tax payers list from the State Comptroller

- A. Identification of mis-coded addresses**
- B. Identfication of non-compliant businesses**

Stage 3: Claims and Corrections

During stage 3, we will contact that state comptroller to correct any miscoded addresses and ensure that the addresses are included in future sales tax revenue remittances to the client. We will also request for past un-paid sales tax amounts to be reallocated to the client.

We will assist non-compliant businesses in preparation and filing of amended returns and in making payments in accordance to applicable tax laws, regulations and associated interpretation for all open tax periods.

We will assist businesses in correcting registration information for taxes reported incorrectly to another jurisdiction and provide documentation to the Comptroller's office to request reallocation of remittances and the transfer of funds to the client that were reported in error to another jurisdiction or that were otherwise misappropriated.

Reporting

During the audit, we will provide quarterly status reporting on the sales/use tax review initiative. The reports will include the tasks accomplished along with the goals moving forward for each audit stage. Quarterly reports will also include total reimbursement and savings amounts obtained due to the corrections that have been or will be made.



UTILITY BILL AUDIT PROJECT APPROACH

TriStem strives to accomplish the following objectives for each of its clients:

1. **Save** your organization's **valuable time** by conducting a comprehensive audit on your behalf;
2. **Enhance** your organization's **revenue** by securing refunds of overbilled utility services;
3. **Reduce future expenses** by correcting ongoing errors and implementing savings opportunities;
4. **Educate** your organization on utility billing practices and regulations applicable to your specific region and business, providing your staff with knowledge to identify future billing errors and savings opportunities after our audit has been completed.

TriStem values the importance of customer service, and will tailor our audit to address specific concerns or needs of each client.

Our staff has over 100 years combined experience in auditing electric, natural gas, water, sewer, telecommunications and waste accounts for commercial consumers to find "anything and everything" that could cause your organization to overpay for these vital services. We cannot predict what we might find; however, there are some basic procedures that TriStem follows for every audit to ensure the best outcome.

TriStem will obtain a copy of one invoice for each account to be audited, along with supplemental information on your service locations necessary to perform the audit. We obtain historical billing and usage data from your provider(s). We analyze these records as well as utility tariffs, service contracts and all applicable state and local laws. During the audit, TriStem locate and document overcharges and other billing errors, and determine if rate adjustments or other cost savings opportunities exist.

TriStem will work directly with the utility companies to obtain the proper remedy for all documented overcharges. The client can be involved in this process to the degree it chooses. Our job is not complete until you have received all applicable refunds, billing corrections, and approved savings. For any particular billing error, a claim for recovery will be filed as soon as that overcharge can be documented. Throughout the audit process, TriStem will communicate with the client to keep them up-to-date on what errors are found and what steps TriStem is taking to resolve the errors. This includes periodic reports (via emails, letters, meetings and/or phone) and frequent communication as needed.

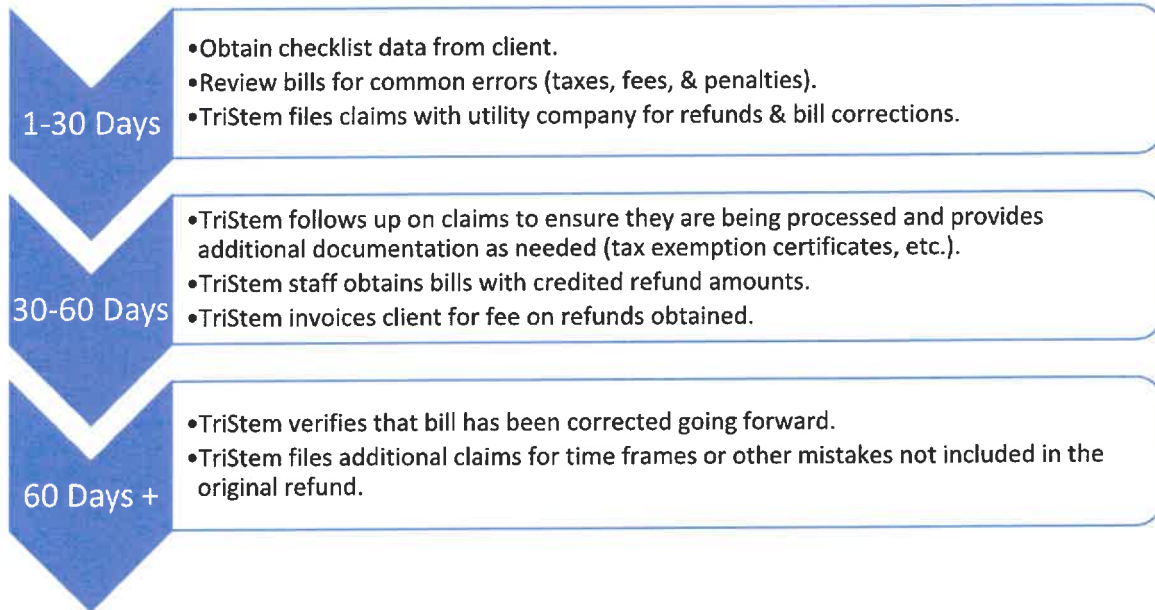
After our Clients send some basic information such as a copy of one months' bill for each account, a Letters of Authorization, copies of any contracts with your providers, and a few other pieces of information we get to work for you!

Work Plan

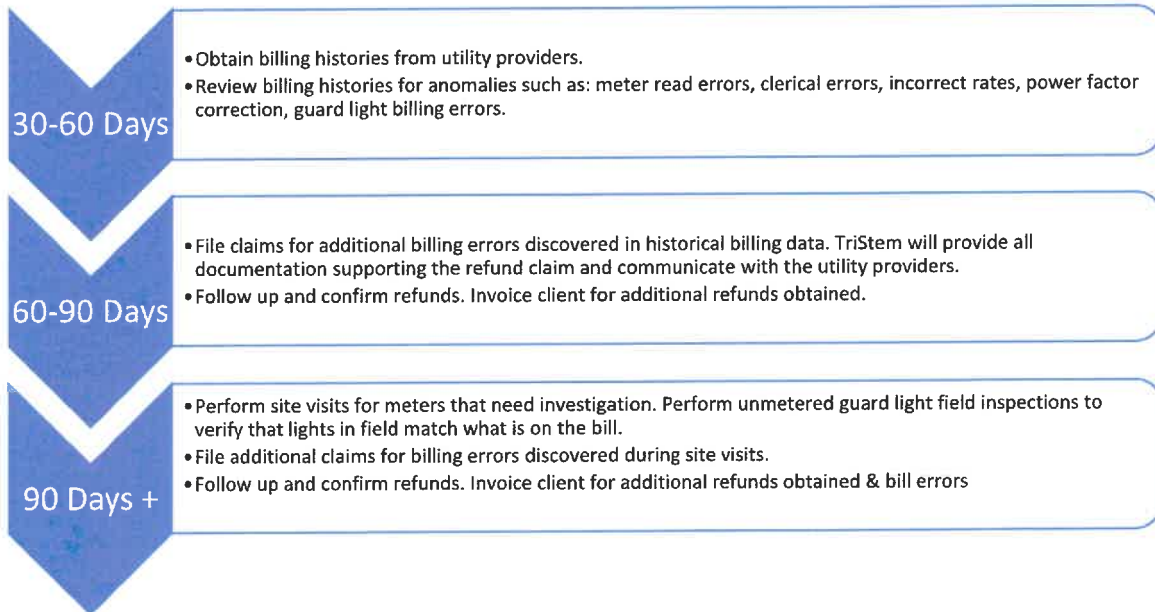
TriStem will review your organization's account history of usage and charges to determine if errors or savings opportunities exist. The following is a detailed summary of the various stages of TriStem's process:

- 1. Data Collection** - Obtain necessary documents and information from Client.
- 2. Initial Review** - Perform brief review of all bills received to detect common errors and savings opportunities. We correct errors we find and facilitate refunds as we go along.
- 3. Database Compilation** – We prepare a database of your information and run our proprietary audit routines to assist us in detecting errors. *This database will be provided to the client upon completion of the audit as a basis for future account tracking.*
- 4. Acquisition of Documents from Utility Providers** - This will take place concurrently with the Database Compilation stage.
- 5. In-Depth Analysis** - Our goal during this stage is identifying any errors or savings opportunities, including, but not limited to: meter read errors, charges billed for incorrect or non-existent equipment, meter malfunctions, incorrect meter constants, clerical billing errors, billing for services belonging to others, alternative rates and riders, unneeded services, discounts not applied, etc.
- 6. Acquisition of Supplemental Information** - Consult with client and/or utility providers regarding any accounts where verification of service characteristics is needed in order to determine billing accuracy and cost savings possibilities. When investigating possible billing errors, TriStem may need to contact certain client personnel regarding facility use and operations, such as facility managers, maintenance managers, or anyone else familiar with the facilities we are investigating.
- 7. Refund Claims/Recovery and Cost-Savings Measures** - Submit refund claims (with backup documentation) and communicate with utility providers to accomplish correction and refund of verified account errors. Submit requests to utility providers for client-approved account changes to reduce future expense. The date that a claim for refund is filed is dependent upon what we find in your bills. In each case, our clients receive copies of all claims. TriStem will take the lead role in the recovery stage and stay on the claim until the proper recovery has been obtained. The client may be involved to the degree it chooses.
- 8. Field Work** - For accounts requiring on-site inspection to determine billing/metering accuracy, TriStem will make arrangements with the client to perform field work to view meters, transformers, and any other equipment or facilities whose operational characteristics play a role in the monthly billing. For telecommunications audits, a site visit may be scheduled earlier in the audit process to physically inspect your phone system and network setup.
- 9. Final Report** - After the audit is complete, all account errors have been corrected, approved savings recommendations have been implemented, and all refunds issued, TriStem will submit a final report to the client to summarize work performed.

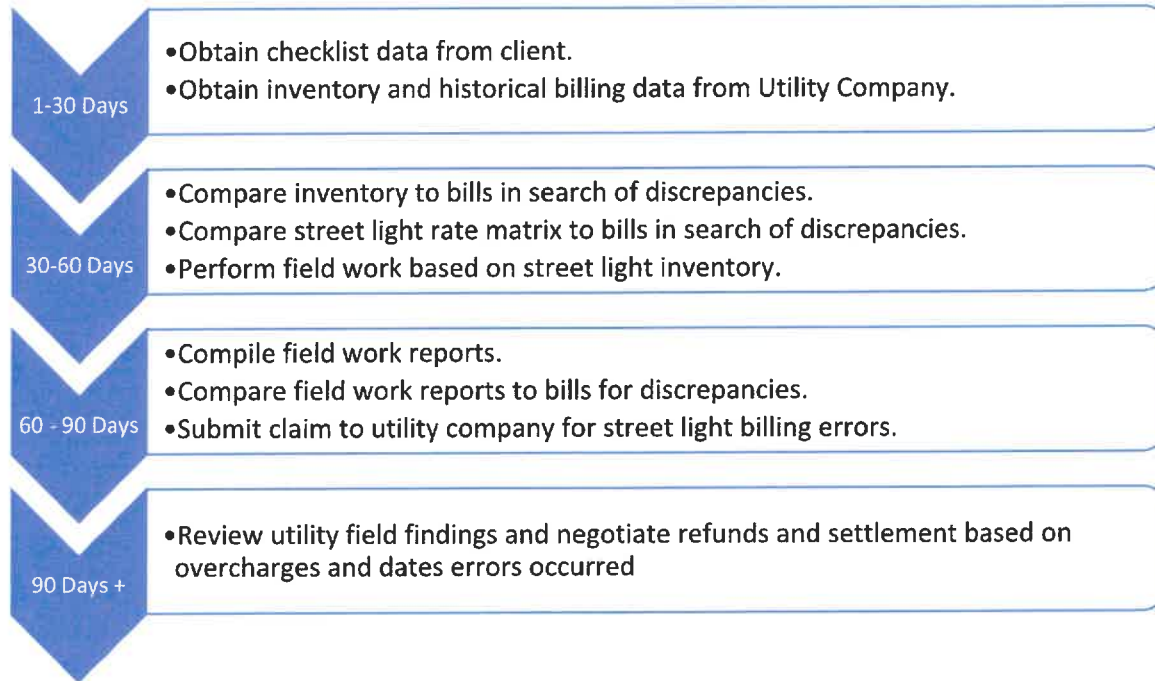
Utility Bill Audit Stage 1 - Initial Review



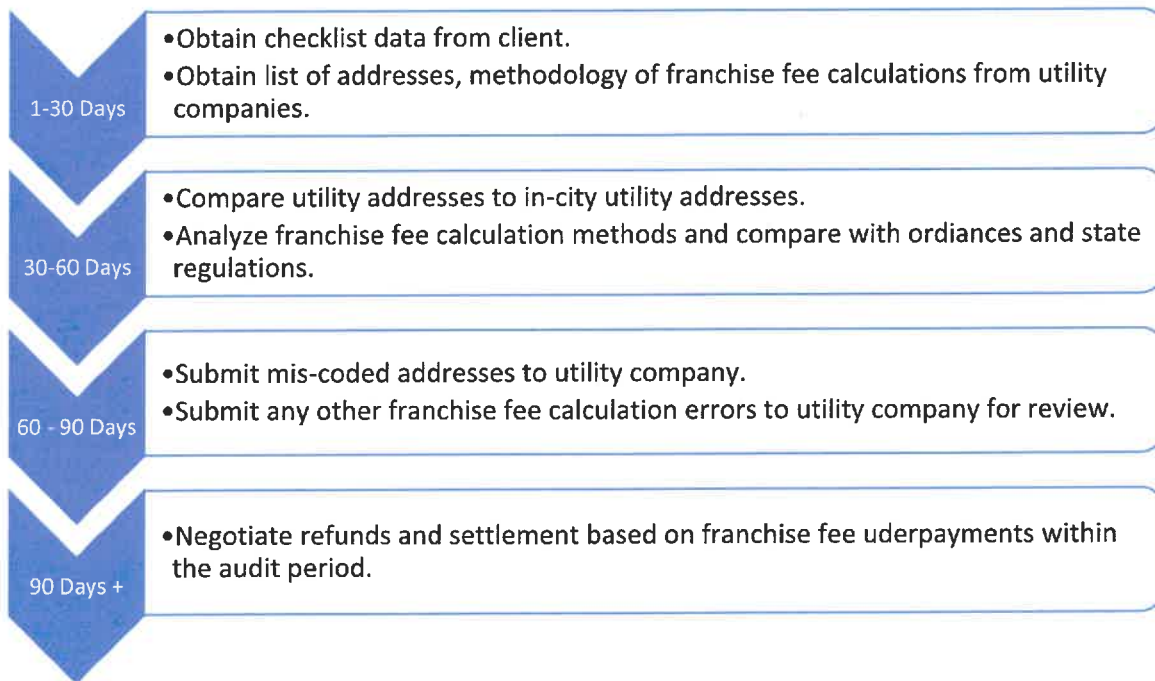
Utility Bill Audit Stage 2 - In-Depth Review



Street Light Audit



Franchise Fee Audit



Sales Tax Audit Timeline

1-30 Days

- Obtain checklist data from client.
- Open Records Request to Texas Comptroller providing address data for registered sales tax taxpayers.

30-60 Days

- Data Analysis, mapping and spacial analysis. Length of time varies depending on amount of data and discrepancies found.
- Identification of businesses coded incorrectly by comptroller
- Identification of non-compliant businesses

60 Days +

- Correspond with Comptroller regarding discrepancies found and request that corrections and amounts be remitted to City.
- Correspond with non-compliant businesses to ensure that amended returns, correct registration records, and provide correction details to Comptroller for remittance to client.

SD

Thu 9/10/2020 8:46 AM

Scott, Dave <dave.scott@opkansas.org>

Re: FW: TriStem

To: Jeannette Kelly

 You replied to this message on 9/10/2020 8:51 AM.

[Click here to download pictures.](#) To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Jeannette-

Here are my responses -

- Describe the process and time frame of the audit (number of years audited and time period it took to complete the audit) Overland Park had them engaged twice over a 7 -8 year period, both time performing franchise tax audits. Each audit covered a 2 - 3 year period. Their part of the audit is done in a timely manner (6 - 7 weeks) however the utility company dragged their feet in providing them the answers to TriStems questions. TriStem was persistent.
- Were there any issues, delays, or confusion with working with TriStem specific to Kansas rules/regulations since they are based in Texas? No, it was a franchise tax audit
- Would you use TriStem in the future (for either franchise fee audits, sales tax audits, or utility bill audits)? Why? Yes, they are easy to work with, only require a little bit of staff time and they are effective.
- What is the one thing you wish you would have known prior to engaging TriStem to perform the audit? We should have started having these types of the audits earlier.

Dave

2. Overland Park, KS

Franchise Fee Refunds Secured: \$57,297.75

Annual Increase in Franchise Fee Revenue: \$15,626.66

Project Manager: Courtney Lopez

Audit Completion Date: 2018

Reference Contact Information:

Sheri Idle

Internal Auditor

sheri.idle@opkansas.org

Phone: (913) 895-6164

TriStem's work for Overland Park commenced in 2016 and included only Cable franchise fees. After several attempts to obtain data from Time Warner Cable, we began the analysis. Upon submitting our findings to Time Warner, we were told that the data we had obtained was not accurate. At this time Time Warner had been bought out by Charter Communications. Charter provided us with the correct franchise fee payment data and calculations. We subsequently performed an analysis of the data provided to us by Charter Communications and discovered \$57,297.75 in underpayments made by the company. Our findings are a testament to our will to persevere through obstacles and our dedication to our clients. Even though we were provided with a set of faulty data, we continued the audit and were determined to obtain the correct data and perform the audit accordingly.

City of St. Louis

FRANCIS G. SLAY

MAYOR

DEPARTMENT OF THE PRESIDENT

BOARD OF PUBLIC SERVICE

305 CITY HALL

ST. LOUIS, MISSOURI 63103

(314) 622-3535

RE: TriStem, Ltd.

To Whom It May Concern:

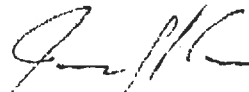
This letter concerns TriStem, Ltd. The City of St. Louis engaged TriStem to perform an audit of the City's electric and gas utility billings by the local utility providers. During this engagement the City has found TriStem to be a highly reputable company. TriStem's staff possesses a broad knowledge of utility operations, rates, pricing and billings practices. Their staff also exhibits a high standard of professionalism in the performance of their audit work including their ability and expertise to negotiate on behalf of the City to recover refunds from billing errors by the utility company.

To date the audit has covered over 1300 billed accounts including unmetered street and alley lighting. TriStem has the expertise to uncover and resolve complicated billing errors along with the ability to explain these issues to City personnel and to present full documentation to the utility company. In the course of this audit TriStem has worked with City staff to update the City's inventory of all street and alley lights billed by the local electric utility company.

Thus far, the City has been issued two large refund checks with other refunds pending. We now pay less for electricity today than in the past. Of course, the true beneficiaries of TriStem's work are the citizens of St. Louis.

The City is extremely pleased with TriStem's work product and their efforts to bring this audit to a successful conclusion.

Sincerely,



Joseph K. Kuss, P.E.
Deputy City Engineer

JKK:dp



CONSULTING AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between _____, hereinafter referred to as CLIENT, and TRISTEM, LTD., hereinafter referred to as TRISTEM or CONSULTANT, and covers the relationship of CONSULTANT and CLIENT.

Utility Bill Audit

TRISTEM will conduct an audit of prior utility billing and payments to determine that amounts billed by vendors have been accurate. TRISTEM will also determine if there are alternative rates or other mechanisms that would result in savings for CLIENT's accounts. TRISTEM will notify CLIENT of the results of the audit, will seek to obtain refunds from vendors for any past overbillings which have occurred, and will work to implement all CLIENT approved savings measures. As a fee for these services, CLIENT agrees to pay TRISTEM 40% of any refunds CLIENT receives from its utility providers as a result of TRISTEM'S services or audit process, or any part thereof, plus 40% of any approved and implemented savings (billing reductions) resulting from TRISTEM'S work for a period of twelve (12) months beginning with the first month during which savings are realized.

Franchise Fee Audit

TRISTEM will conduct an audit of prior utility franchise fee payments made to the CLIENT to determine that amounts paid by utility vendors have been accurate. TRISTEM will notify CLIENT of the results of the audit, will seek to obtain refunds from utility vendors for any past underpayments which have occurred, and will work to implement all franchise fee correction measures. As a fee for these services, CLIENT agrees to pay TRISTEM 40% of any reimbursements CLIENT receives from its utility providers as a result of TRISTEM'S services or audit process.

Consultant Fees

CONSULTANT'S fee is not due until CLIENT receives refunds and/or billing reductions from utility vendor(s). CLIENT agrees to pay CONSULTANT'S fee within 30 days of receipt of TRISTEM's invoice, whether refund is in the form of cash, credit to accounts, in-kind contributions or any other form of payment or reimbursement. If future considerations are given in lieu of refunds, TRISTEM will receive the same percentage of the value of the future considerations, as TRISTEM would have received for refunds obtained.

CLIENT retains TRISTEM for audit services for (please check desired services):

- _____ Electric (including metered & unmetered accounts)
- _____ Natural Gas
- _____ Water/Sewer
- _____ Waste
- _____ Telecommunications (includes local, long distance and cellular)
- _____ Franchise Fees
- _____ Sales Taxes

AGREED AND ACCEPTED:

CLIENT: _____

BY: _____
Signature Title

DATE: _____

TRISTEM, LTD.

BY: _____
Signature Title

DATE: _____

*"Azavar Government Solutions, Inc. is the only one that has the
specialized software, resources, and knowledge
to successfully review each utility and recover the maximum."*

-Mayor Gayle Smolinski, Village of Roselle, Illinois

THE AZAVAR REVIEW APPROACH

Your Azavar Government Solutions team takes a comprehensive, three-pronged approach to your review:

1. Address Data Analysis

No matter what type of review you need, success depends on sifting through millions of data pieces to find and correct problems. We are uniquely capable of finding the proverbial needle in the haystack through our exclusive combination of software and advanced technology. We employ proprietary review software, conduct database-mining reviews, perform GIS analysis, and correlate data error rates/patterns to find and correct all revenue errors while recovering funds for your community. Electric, natural gas, cable, sales, hotel/motel, and telecom are among the many tax and fee reviews that comprise this program.

2. Financial Analysis

Following our electronic data analysis, we apply a financial review that matches theoretical dollar-for-dollar with actual payments. Our team examines your numbers to ensure expenses paid, gross revenue computed, and taxes received are all correct as established by contracts and ordinances. Through our financial analysis, we uncover hundreds of thousands of dollars in missed, underpaid, or incorrectly paid taxes owed to your community.

3. Compliance

Our thorough review ensures your data and financial information are in line with your contracts, franchises, and ordinances. We analyze all local, state, and federal laws regarding your rights in dealing with tax remitters and collecting back revenues or credits due to you. We then inspect your agreements from a customer perspective to make sure service is delivered as expected. Along the way, we work closely with all parties to ensure compliance with the tax remitting and filing.

Our Benefits

- No up-front fees or costs; We work on a performance/contingency basis
- Minimal or no time required from your staff
- Streamlined processes and relationships with service providers ensure quick and efficient reviews and tax recovery
- We find errors and correct errors going forward AND recover lost monies due
- Detailed reports documenting all work done and any Findings for each audit conducted

Azavar's Unique Solutions

- We compare service addresses from service provider lists and municipal lists while systematically analyzing data and identifying discrepancies
- We provide a financial analysis of tax & gross revenue and reporting
- We ensure compliance with your laws, contracts, and franchises
- We investigate tax collection issues, recover revenue from past errors, and correct tax coding going forward
- We review your own utility and telecom bills to ensure there are no overcharges and that your community is getting the best rates possible
- Azavar Government Solutions Experts have unique skill sets brought in for added tax revenue for your municipality



Azavar History

Azavar Government Solutions began in 2005 as the Azavar Municipal Utility Review Program, a division of Azavar Technologies. Our review program grew quickly, spinning off as Azavar Audit Solutions, Inc. and, subsequently, Azavar Government Solutions, Inc. in 2017. Headquartered in Chicago, Azavar Government Solutions serves a large client base of government (municipal) organizations, recovering millions of dollars for our clients each year.

Purpose

Azavar Government Solutions, Inc. helps communities increase accountability to optimize their tax revenue and collections. Azavar's review process improves performance for government organizations by lowering expenses as part of our utility, telecom, sales tax, food and beverage, and hotel/motel review programs.

About Us

At Azavar Government Solutions, we approach reviews from a comprehensive, electronic, and programmatic perspective, analyzing millions of pieces of data per organization.

Our Experts:

- Find all errors by thoroughly reviewing data in its entirety – not just random samplings of statistical analysis
- Utilize proprietary technology to efficiently complete reviews
- Execute an exclusive approach that maximizes findings for our clients
- Have over 100 years of utility review experience combined
- Serve more than 250 municipal clients and counting

Recognized professionals in pioneering our unique review process, Azavar Government Solutions sets the standard for accountability and collections.

Representative Clients:

- | | |
|-----------------------|----------------------|
| • Beach Park | • LaSalle |
| • Collinsville | • Joliet |
| • Des Plaines | • Rock Island |
| • Hanover Park | • Summit |

FACT SHEET



COMPANY INFORMATION

Azavar Government Solutions, Inc.

FOUNDED

2005

PRODUCTS

Municipal Revenue Reviews
Utility & Telecom Cost Reviews
Local Administered Tax Application

TEAM MEMBERS

26 and growing

CONTACT INFORMATION

Azavar Government Solutions, Inc.
55 E. Jackson Blvd.
Suite 2100
Chicago, IL 60604

www.azavaraudit.com
Phone: 312.583.0100
Fax: 312.583.0200

What Is a Franchise Fee Revenue & Contract Compliance Review Conducted by Azavar Government Solutions, Inc.?

A Franchise Fee Revenue & Contract Compliance Review from Azavar Government Solutions uncovers all fees owed to your community by cable providers. We conduct the review using our own resources while providing you with a contingency-payment model. Your review includes:

- 1. Geographic Analysis – An Azavar Government Solutions Exclusive Service**
 - We use state-of-the art geographic information systems (GIS) to analyze all customers in your jurisdiction
 - Our experts employ industry-leading database software and advanced data-mining technology
- 2. Franchise Compliance Analysis**
 - We analyze all local, state, and federal laws regarding your rights in working with cable companies
 - Our team thoroughly reviews your agreement to ensure that your community is fully protected
- 3. Gross Revenue Analysis**
 - We examine complex revenue streams within cable companies to determine franchise fee remittances based on gross revenue
 - Collectively, our team has over 40 years of experience reviewing solutions; We have reviewed all major US cable companies
- 4. Strategic Relationships with Service Providers**
 - Our relationships aid communication while ensuring compliance and accountability
 - We facilitate franchise negotiations to help meet your local needs while protecting your community's property and purse

How can Azavar Government Solutions help return money to your community? Please call Tom Fagan at **312.517.3723** or email him at TFagan@azavar.com.

Do you need us to perform a specific analysis that has not yet been mentioned? Please let us know, as we are equipped to conduct various types of electronic reviews.

Woodridge Recovers Lost Cable Franchise Fees



Treating taxpayers fairly is a priority for the Village of Woodridge. To ensure a level playing field, accountability must be present with all government activities, especially taxation. This is why the Village of Woodridge has partnered with Azavar Government Solutions, Inc. Following successful gas and electric revenue reviews from Azavar Government Solutions, the Village of Woodridge decided to examine other service providers in the community.

Following successful gas and electric revenue reviews from Azavar Government Solutions, the Village of Woodridge decided to examine other service providers in the community.

The Village of Woodridge holds all their service providers to the same standards as the gas and electric companies reviewed by Azavar Government Solutions.

To ensure equal treatment of all utility providers, Azavar Government Solutions launched a franchise fee revenue and contract compliance review for the Village of Woodridge. This review included a compliance and legal analysis of Woodridge's current franchise agreements with all cable companies serving the municipality.

Using proprietary database technology, data mining technology, and state-of-the-art geographic information systems, Azavar Government Solutions performed a comprehensive geographic analysis of all cable customers within the Village of Woodridge, ensuring the proper receipt of all revenues.

Azavar Government Solutions developed a key strategic relationship with Comcast, a cable provider serving the Village of Woodridge, ensuring that all parties were maintaining accountability within their business practices.

Through their comprehensive review, Azavar Government Solutions' professional analysis team **recovered over \$40,000** in franchise fee revenue for the Village of Woodridge.

To learn how Azavar Government Solutions can produce similar results for your organization, contact Tom Fagan at **312.517.3723** or email him at **TFagan@Azavar.com**.



"Azavar Government has been instrumental in our success. Woodridge has been able to continue increasing services to our residents while decreasing our property tax rate."

—Mayor William Murphy, Village of Woodridge



The Recover Past, Present, and Future Tax Income

Your municipality must make sure it is receiving all owed revenue from taxpayers and other sources. Azavar Government Solutions' expertise in electronic reviews has helped returned millions of dollars to local government clients.

Sales Tax Reviews

Local governments across the country have been recovering lost income through professional revenue reviews of utility, telecom, and cable fees and taxes. However, did you know that lost revenue from sales taxes can be uncovered as well?

Azavar Government Solutions helps municipalities enhance their revenues by reviewing consumption-based taxes, including the general sales tax and excise taxes (such as the use tax), taxes on hotel occupancy, motor fuels, alcohol and tobacco sales, and food and beverage.

Which Businesses Sell in Your Community?

Currently, 45 states require retailers to add sales tax to transactions conducted within the respective state. However, it can be challenging to track the monies due from sales taxes, and to track the businesses that are or should be remitting such taxes. Many municipalities simply don't have the resources necessary to monitor all local business development, shifting community boundaries, and changes in address data relative to state or business address lists.

With the explosion of Internet commerce, the situation has grown in complexity. According to a recent article in the *Wall Street Journal*, state and local governments stand to lose over \$10 billion in sales taxes not collected by web retailers. As a result, many states have brought in legislation to address this issue, the so-called "Main Street Fairness Act".

With both online and offline commerce, the question remains: How does a municipality accurately track remittance of sales tax revenues if a taxpayer bases its remittance calculations on incorrect address data?

Revenue Enhancement Through Specialized Address Reviews

It is extremely important to stay current on a growing community's boundary changes, annexations, and other geographic developments. Because of this, Azavar Government Solutions has pioneered geography-based reviews for municipalities. We use specialized geocoding software to parse through millions of data pieces in a matter of hours, identifying errors in geographic databases. This enables us to:

- Standardize the format of address databases used to compute sales tax receipts
- Establish complete address lists
- Correct errors affecting address records
- Document lost revenue and determine owed totals
- Ensure proper precautions are in place to prevent future miscoding of addresses

Azavar Government Solutions clients can utilize the expertise of our strategic partner consultants, who offer more than 100 years of experience in local government reviews. Through teamwork, our clients can achieve and sustain optimal compliance levels of sales tax collection while sharing experiences and best practices.



City of Rock Island Recovers \$133,000+ in Past Due Cable Fees and Taxes

Azavar Audit Solutions helps Rock Island maximize City revenues through specialized address audits.

Enhancing Revenues for City of Rock Island

Located on the banks of the Mississippi River 85 miles east of Cedar Rapids, the City of Rock Island, Illinois is one of the 'Quad Cities' that straddle the border between Illinois and Iowa. It had strategic importance in the 1800s when the Chicago and Rock Island Railroad built the first bridge over the Mississippi, bringing industrial investment to the area. Rock Island became a major center for military weapon manufacturing. Today, the Rock Island Arsenal remains the largest single employer in the City.

Rock Island Fights Back Against Sluggish Economy

Recently, Rock Island endured an urban blight movement that characterized much of the 1970s and 1980s. As a result of the nationwide recession, businesses disinvestment and unemployment became increasingly prevalent while population significantly shrunk.

The City countered with a program of new construction, community development, and green initiatives to help create opportunities for businesses while improving services for residents.

"Our main focus will continue to be keeping Rock Island in great financial shape with an extremely strong focus on economic development. Even though the past few years have been financially challenging for many cities and states, Rock Island continues to have a AA credit rating, a balanced budget, we pay our bills on time; we have a 90-day reserve and watch our expenses closely."

-Mayor Dennis E. Pauley, State of the City Address 2013

Maximizing Revenues to Aid Recovery

Facing tough decisions in conjunction with a post-downturn economy, the City of Rock Island must make sure it receives all owed revenue, such as utility franchise fees / taxes and sales taxes. Knowing the benefits that neighboring communities enjoyed while working with Azavar Audit Solutions, the City requested various audits to help maximize municipal revenues.

"We knew Azavar Audit staff from Illinois City and County Managers Association (ILCMA) conference meetings, and we also knew that many cities had already derived significant financial benefit from their services, and that the company has the positive reputation of getting good results for municipalities."

-John Thorson, Administrative Services Director, City of Rock Island

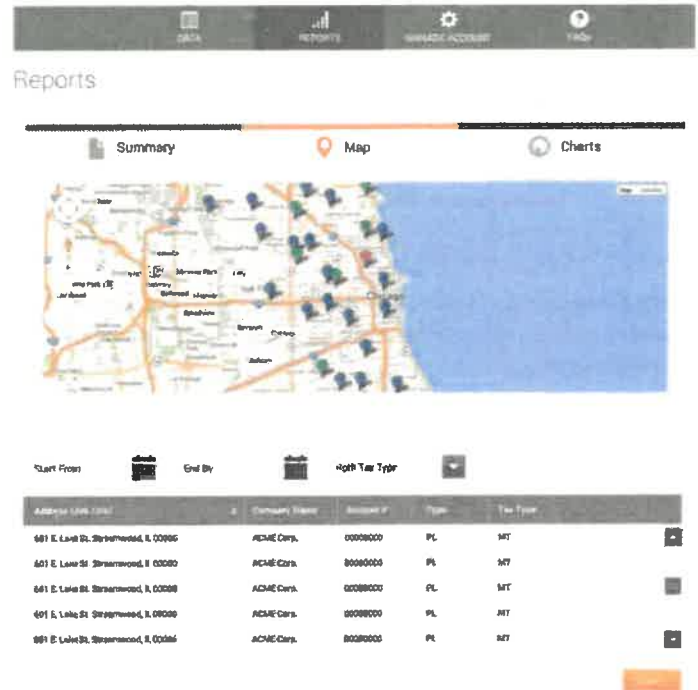
Azavar Audit's Expertise in Address Audits

Our address audit expertise provides a unique combination of technological skills and experience. We offer an alternative service delivery approach to municipalities, allowing them to maximize their revenues without having to devote time and energy to a complex task. We initially used our proprietary address audit software to see if Rock Island was receiving all owed utility taxes from electric and gas utilities. We found numerous errors and returned **\$6,000 per annum** to the City.

What Is a Municipal Revenue Review as Conducted by Azavar Government Solutions, Inc.?

Through our municipal transactional tax and revenue reviews, you receive a comprehensive analysis of all tax receivables remitted to your organization by service providers, including but not limited to:

- Utility Tax (Electric and Gas)
- Telecommunications Tax
- Cable Franchise Fees
- Sales Tax
- Food & Beverage Tax
- Hotel/Motel Tax
- Amusement Tax
- Motor Fuel Tax



We complete your review using our own resources while providing you with a contingency payment model. Your municipal revenue review includes:

1. An Exclusive Geographic Analysis

- We use state-of-the-art geographic information systems (GIS) to analyze all customers in your local jurisdiction
- Our experts employ advanced database software and advanced data-mining technology

2. Technical Expertise

- We utilize industry-leading software to uncover outdated technologies and wasteful practices
- Our experts utilize proprietary reviewing software while employing advanced data-mining technology

3. Strategic Relationships with Service Providers

- Our relationships foster communication, compliance, and accountability
- We facilitate franchise negotiations to meet local needs while protecting your community's property and purse

How can Azavar Government Solutions help return money to your community? Please call Tom Fagan at **312.517.3723** or email him at TFagan@azavar.com.

Do you need us to perform a specific analysis that has not yet been mentioned? Please let us know, as we are equipped to conduct various types of electronic reviews.

**Testimonials and financial results may not be representative of other clients' experiences and, therefore, do not guarantee future performance nor success.*

Municipal Revenue Review



Town of Normal Recovers Over \$60,000 Per Annum

Azavar Government Solutions finds and corrects address errors, revealing instances in which utility taxes were not properly collected and remitted.

Prudent Financial Management and Long-Term Planning for the Town of Normal

The Town of Normal has survived the Great Recession, with its after-effects still being felt across the country. The Town has been careful in its pursuit of policies pertaining to conservative financial management and long-term planning. This cautious approach helps to protect funding flexibility for infrastructure and public service provisions. Such an approach also helps to absorb inevitable economic setbacks, such as the closure of the Town's Mitsubishi Motors' plant in 2016.

Despite financial constraints, the Town has secured stable operating margins and fund balance levels. An important aspect of its prudent financial strategy has been the monitoring of tax and fee income. This helps to ensure taxes are accurately assessed and collected across the board.

The prosperous, largely white-collar Town of Normal is a mere two-hour drive between Chicago, St. Louis, and Indianapolis. The Town has seen rapid growth since being founded in 1854. As of the 2010 US Census, the Town of Normal had a population of 52,497.

The Town is home to the main campus of Illinois State University, where many Town residents are employed. As the Town's train service and station facilities improve, tourism, conference venues, and business travel should all expand. The Town has been dubbed 'EV Town' because of its incentives for using the electric car. Redevelopment in the Town of Normal continues to attract young professionals, and the community was recently voted one of the top ten 'Best Places for Millennial Job Seekers in the Midwest'.

Despite its progress and promise, Town managers did not know if revenues were being accurately assessed and collected. Also, Town officials had no way of learning such information. With no preexisting evidence, utility companies seemed unwilling to provide such information. Also, Town staff members lacked the time and technical skills necessary to perform an in-house investigation.

Being unable to perform its own comprehensive analysis, the Town engaged Azavar Government Solutions to conduct a tax revenue review. Azavar Government Solutions' team of experts used specialized software to search through address records while collecting reams of data. Azavar also advised Town managers on how to obtain key information from its utility companies. Azavar Government Solutions recovered significant past-due revenues from the Town's gas and electricity utility providers, while verifying, without charge, that its sales tax receipts were correct.

On top of recovered back taxes, Azavar's address corrections continue to **yield \$5,122.08** per month in recovered revenues. These gains help support to the economic stability of the Town, which earned a AAA rating from Fitch ratings in February of 2016.

"Their contingency fee structure meant that it was a no-risk proposition for us: we would share any savings or new revenue that we realized, but if nothing was discovered, we would not owe them anything for their services. I highly recommend the services of Azavar Government Solutions as a risk-free means for other municipalities to ensure the complete and equitable collection of taxes and franchise fees."

-Chris Koos, Mayor, Town of Normal



What Is a Utility & Telecom Cost Review as Conducted by Azavar Government Solutions, Inc.?

A utility & telecom cost review by Azavar Government Solutions will determine if your monthly costs coincide with what should be spent on service providers, including but not limited to:

- Electric
- Gas
- Telecommunications
- Water

We complete your review using our own resources while providing you with a contingency payment model. Your utility expense review includes:

1. Contract Analysis

- We determine if appropriate services are offered at a predetermined rate
- Our team discovers the best possible market rates for your services, either through your current service provider or a competitor

2. Technical Expertise

- We utilize industry-leading software to uncover outdated technologies and unneeded billable items
- Our experts follow proprietary reviewing methodologies while employing advanced data-mining technology to determine any over-payments

3. Strategic Relationships with Service Providers

- Our relationships ensure communication, compliance, and accountability
- We facilitate franchise negotiations to meet local needs and protect your community's property and purse

How can Azavar Government Solutions help return money to your community? Please call Tom Fagan at **312.517.3723** or email him at **TFagan@azavar.com**.

Do you need us to perform a specific analysis that has not yet been mentioned? Please let us know, as we are equipped to conduct various types of electronic reviews.

Utility & Telecom Cost Review



Success for the City of Rockford

Rockford, a city of more than 150,000 residents, has experienced significant change and growth over the past decade. To coincide with this growth, the city wanted to optimize its management of utility expenses, including city-wide telecommunication expenses.

City officials knew they would require assistance in implementing increased monthly cost savings on such a large scale. Determined to add funds to the monthly budget without shifting the burden to taxpayers, Rockford partnered with Azavar Government Solutions, Inc.

Azavar Government Solutions collaborated with the City of Rockford in executing a utility and telecom cost review. Through this proprietary review program, Azavar Government Solutions determined if Rockford's actual monthly costs were consistent with what should have been spent on service providers.

Throughout the review, Azavar experts scrutinized Rockford's accounts payable, revealing all billing errors on behalf of the City's major electric and telecommunications providers.

After working through millions of data pieces, Azavar Government Solutions found several instances in which Rockford overpaid service providers. In each case of overpayment, Rockford's service providers had made the billing error(s).

Azavar Government Solutions not only uncovered the billing mistakes, but also worked with the service providers to collect the funds owed to the City. Thus far, Azavar Government Solutions has **recovered more than \$75,000** for the City of Rockford.

Once the revenue was rightfully returned to the city's budget, Azavar Government Solutions facilitated negotiations to ensure accountability, compliance, efficient procedures, and overall higher standards for future taxpayers.

To learn how Azavar Government Solutions can produce similar results for your organization, contact Tom Fagan at **312.517.3723** or email him at **TFagan@Azavar.com**.



MUNICIPAL LEAGUE OF METRO ST. LOUIS

LINKING LOCAL COMMUNITIES
STRENGTHENING LOCAL
GOVERNMENT

DUES STATEMENT MUNICIPAL LEAGUE OF METRO ST. LOUIS July 17, 2020

Municipality: City of Chesterfield

Dues Amount: \$6410

Please send payment to our NEW ADDRESS:
Municipal League of Metro St. Louis
11911 Dorsett Rd.
Maryland Heights, MO 63043

Due Date: August 31, 2020

This statement is for the League's fiscal year: July 1, 2020 - June 30, 2021.

This will be the sixth consecutive year without a dues increase and this year the League Board has approved a 10% decrease from last year's due amount to help our members during the Covid 19 crisis.

Thank you for your continued support of League activities.

BOARD OF DIRECTORS

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City of Webster Groves

Terry Wilson
Councilman
City of Jennings

Pat Kelly
Executive Director

11911 Dorsett Rd. • Maryland Heights, MO 63043

Phone: (314) 726-4747 • Fax: (314) 528-8092 • www.stlmuni.org • staff@stlmuni.org

GAMBLE & SCHLEMEIER, LTD.

Governmental Relations Services Contract

This agreement, made as of September 1, 2020, is by and between the **City of Chesterfield, Missouri** (hereinafter “Client”), and **Gamble & Schlemeier, Ltd.**, 213 East Capitol Avenue, Jefferson City, Missouri, 65101 (hereinafter “Gamble”). By this agreement it is intended that Gamble will provide to Client governmental relations services, as an independent contractor, as governed by the terms and conditions set forth below.

The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein below, agree as follows:

Term and Scope of Services

Gamble will provide to Client the following services:

Governmental relations services before the Missouri legislature and executive branch related to the establishment and maintenance, on behalf of Client, of contacts with members of the Missouri General Assembly; monitoring of pertinent legislation affecting Client’s municipal interests; and preparation of or lobbying on behalf of legislation proposed in Client’s interest, or lobbying against legislation contrary to Client’s interest, which may include, without limitation, legislation affecting the St. Louis County municipal sales tax pooling requirements imposed by RSMo Section 66.620, legislation directly related to a merger of St. Louis City and St. Louis County, legislation related to municipal cable franchise fees, and legislation related to internet sales or use tax authorization pursuant to the *Wayfair* U.S. Supreme Court decision. Included in such services, during the legislative session, Gamble will provide to Client a written monthly summary of services performed and legislation monitored on behalf of Client for the previous month. This agreement shall be in effect from the date first above stated through August 30, 2021.

Payment

Client agrees to pay Gamble:

A total fee of **\$40,000**, which shall be due and payable, in 12 equal monthly installments, upon the 1st day of each month, beginning on September 1, 2020.

No expense reimbursement shall be made for, and Client, shall not be obligated for, any expenses associated with employee retirement benefits, taxes (FICA, withholding or FUTA), unemployment insurance, workers’ compensation insurance benefits, health insurance, office equipment, office expenses or repairs, maintenance or utilities, or other direct expense of the services provided by Gamble as consultant under this agreement.

Independent Contractor Status

Neither Gamble, nor any of its subcontractors, employees or agents shall be deemed to be employees of Client, it being understood that Gamble is an independent contractor for all purposes and at all times. Gamble shall be solely responsible for withholding or payment of all federal, state and local personal income taxes, social security taxes, unemployment and disability insurance, and all other payroll taxes and obligations with respect to Gamble or its employees. It is the intent of the parties to this agreement that Gamble is retained based upon its expertise in governmental affairs consulting. Therefore, Gamble shall have complete control and discretion in choosing the appropriate means, manner and

GAMBLE & SCHLEMEIER, LTD.

methods for providing the services hereunder; Client shall exercise no supervisory or other control over the means, manner and method by which Gamble provides such services. Further, Client acknowledges that Gamble may and will be providing the same or similar services to other entities and Gamble acknowledges that Client may retain or employ additional management or governmental affairs consultants.

This instrument contains the entire agreement between the parties and no statement, promise or inducement made by either party or agent of either party that is not contained in this written agreement shall be valid or binding. This agreement may not be enlarged, modified or altered except in writing signed by the parties. This agreement shall inure to the benefit of and be binding only upon Gamble and Client. This agreement is entered into between the parties in the state of Missouri and shall be subject to interpretation and construction according to the internal laws of the state of Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands the day aforesaid.

Gamble:
Gamble & Schlemeier, Ltd.

Client:
City of Chesterfield, Missouri

Jorgen Schlemeier, authorized officer



Robert D. Klahr

Direct T 314.552.6683 F 314.612.2330

rklahr@atllp.com

September 15, 2020

VIA EMAIL

Mike Geisel
City Administrator
City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017-2080

Re: Engagement Letter – Chesterfield Mall Redevelopment and Adjacent Land Development

Dear Mike:

Thank you for selecting this firm to represent the City of Chesterfield, Missouri (the “City”) in the above matter. This letter will confirm our discussion with you regarding our engagement and describe the basis on which our firm will provide legal services to you.

Client. Our client in this matter will be the City.

Scope of Engagement. We have been engaged to advise the City solely in connection with the proposed redevelopment of Chesterfield Mall and the proposed development of certain adjacent land located to the northwest of Chesterfield Mall that is generally bounded by Chesterfield Parkway, Wildhorse Creek Road and Burkhardt Place. We have agreed that our engagement is limited to performance of services related to this matter. Because we are not your City Attorney, our acceptance of this engagement does not involve an undertaking to represent you or your interests in any other matter. We may agree with you to limit or expand the scope of our representation from time to time, provided that any such change is confirmed by us in writing.

Further, we do not have responsibility for any tax matters and the scope of our representation will not include tax advice unless and until you specifically request, and we specifically agree, in writing.

Fees. While we anticipate most of our work for you will be performed by me, we may utilize other attorneys of our firm as appropriate. We recognize that cost efficiency is very important for you, and we will make certain that our work to you is completed in a cost-effective manner.

The principal basis for computing our fees will be as set forth in the Special Counsel Agreement dated as of October 8, 2019. However, to the extent that the City enters into a preliminary funding agreement or other arrangement that provides for a developer or other third party to pay the City’s legal fees in connection with this matter, any such work performed after the execution of such preliminary funding agreement shall be considered to be beyond the pre-development stage for purposes of the Special Counsel Agreement and we may compute our fees using our then-current minimum standard billing rates. Further, to the extent allowed under any such preliminary funding agreement, we may bill to the developer or other third party

the difference between the amounts previously billed to the City at the rates set forth in the Special Counsel Agreement and our then-current minimum standard rates for the work performed during the pre-development stage.

Costs. We will include on our invoices separate charges for performing services such as photocopying, messenger and delivery service, computerized research, travel, fax charges, electronic delivery of court documents and search and filing fees. You also agree to pay the charges related to copying or digital reproduction of documents for retention in our files. Additionally, for efficiency, we may use the services of an affiliate of our firm, Lawgical Choice, to perform technical support such as document scanning, bulk printing, electronic file processing, electronic closing books, CD and DVD copying, document coding, electronic bates numbering, trial support, conversion of electronic files, or production of electronic files and you agree to pay the charges for such services. You agree to indemnify Armstrong Teasdale for any claim made against us from an outside vendor for services rendered in connection with our representation of you.

Estimates. Although we may from time to time at your request furnish estimates of fees and costs relating to this matter, these estimates are subject to unforeseen circumstances and are by their nature inexact. Although we will use our best efforts to meet such estimates, we cannot be bound by such estimates, except to the extent expressly agreed to in writing.

Payment of Invoices. Invoices normally will be rendered on a monthly basis. Payment is due promptly upon receipt of our invoice. If an invoice remains unpaid within sixty days of its date, we reserve the right to add a late charge of 1% per month on the unpaid balance, commencing from the date of the invoice and continuing until paid. If the delinquency continues and you do not arrange satisfactory payment terms for outstanding invoices and the payment of future fees and expenses, we may suspend performing services for you and pursue collection of your account. You also agree to pay all costs of collection of delinquent invoices, including attorneys' fees and expenses, regardless of whether those fees are attributable to Armstrong Teasdale attorneys or outside attorneys engaged for the purpose of collection.

Client Responsibilities. You agree to pay our invoices for services and expenses as provided below. In addition, you agree to be candid and cooperative with us and to keep us informed with complete and accurate factual information, documents, and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. Because it is important that we be able to contact you at all times to consult with you regarding your representation, you agree to inform us, in writing, of any changes in the name, address, telephone number, contact person, e-mail address, or other relevant changes regarding the City. Whenever we need your instructions or authorization in order to proceed with legal work on your behalf, we will contact you at the latest business address we have received from you.

Advice about Possible Outcomes. Either at the commencement or during the course of our representation, we may express opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of our firm is intended to be an expression of opinion only, based on information available to us at the time, and should not be construed by you as a promise or guarantee.

Termination of Engagement. The City may at any time terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the City of the obligation to pay for all services already rendered, including work in progress and remaining incomplete at the time of termination, and to pay for all expenses incurred on behalf of the City through the date of termination.

We reserve the right to withdraw from our representation as required or permitted by the applicable rules of professional conduct upon written notice to the City. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the City's interests in the above matter, and the

City agrees to take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to perfect our withdrawal. We will be entitled to be paid for all services rendered and costs or expenses incurred on behalf of the City through the date of withdrawal.

Disputes. We look forward to a mutually productive relationship with you. If, however, you become dissatisfied for any reason with the fees charged or the services we have performed, we encourage you to bring that to our attention immediately. In particular, we expect you to raise any disagreements about the amount of our fees or the services for which you have been billed within the first thirty days after a bill has been sent to you. We believe that most disputes between attorney and client can be resolved by good faith discussions between the parties and we therefore encourage you to bring such disputes and concerns to our attention as promptly as possible.

Conclusion of Representation; Retention and Disposition of Documents. Unless previously terminated, our representation of the City in this matter will terminate upon our sending you our final invoice for services rendered in the matter. At your request, your papers and property will be returned to you upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement, and the City agrees that unless the City has otherwise notified us in writing, we will have the right to dispose of files relating to the City's matter without notice after the matter has been concluded for five years.

Post-Engagement Matters. You are engaging the firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the firm has no continuing obligation to advise you with respect to future legal developments.

Please review this letter carefully. If it meets with your approval, sign the enclosed copy of the letter in the space provided below and return it to me so that we may begin work. However, please note that your instructing us or continuing to instruct us on this matter will constitute your full acceptance of the terms set out above. Please call me with any questions.

Please call me if you have any questions. Otherwise, thank you for the opportunity to work with the City on this important project.

Sincerely,



Robert D. Klahr

RDK:cnh

AGREED TO AND ACCEPTED:

City of Chesterfield, Missouri

By: _____

Title: _____

Date: _____

PARKS, RECREATION AND ARTS COMMITTEE

Chair: Councilmember Ohley

Vice Chair: Councilmember Moore

There are no Parks, Recreation & Arts items scheduled on the agenda for this 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.

PUBLIC HEALTH AND SAFETY COMMITTEE

Chair: Councilmember Keathley

Vice Chair: Councilmember DeCampi

There are no Public Health and Safety items scheduled on the agenda for this 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

Comprehensive Plan

The Planning Commission, at their regular meeting on Wednesday September 30, 2020, formally adopted their new comprehensive plan unanimously by a vote of 9 – 0. As you know, this was a herculean effort by the City over a two-year time frame, but was an essential function for the City. Per State statute, RSMo 89.360, a copy of the plan or part thereof shall be certified to the Council and the Municipal Clerk for inspection during normal office hours. In addition, the plan will be recorded at the County recorder of deeds. As you are aware, the entire document has been on the City's website <https://www.chesterfield.mo.us/comprehensive-plan.html> and is conveniently accessed without the need for printing 160 pages. Accordingly, City Council will be asked to RECEIVE AND FILE the adopted Comprehensive Plan at Monday's meeting. **A voice vote is required.**

OTHER LEGISLATION

There are no "other legislation" action items scheduled on the agenda for this meeting.

UNFINISHED BUSINESS

There are no "Unfinished Business" action items scheduled on the agenda for this meeting.

NEW BUSINESS

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

JW

Date: October 1, 2020

RE: **City of Chesterfield Comprehensive Plan (Envision Chesterfield)**

Summary

City Council previously directed the Planning Commission to work with a consultant and staff to review and update the City's Comprehensive Plan. Over the past 21 months, the Commission has been actively engaging with residents and property owners in this endeavor.

RSMo 89.360 states that, "...a copy of the plan or part thereof shall be certified to the council and the municipal clerk, and a copy shall be available in the office of the county recorder of deeds and shall be available at the municipal clerk's office for public inspection during normal office hours."

On September 30, 2020 the Planning Commission, after holding a Public Hearing, approved a resolution adopting Envision Chesterfield by a vote of 9-0. As required by State statute, the plan is being forwarded to City Council to receive and file. Additionally, a copy has been sent to St. Louis County Recorder of Deeds to be recorded. Once a recorded copy is received, a copy will be filed with the City Clerk.

Recommendation

Envision Chesterfield, the Comprehensive Plan for the City of Chesterfield, should be forwarded to the City Council to be received and filed. No further action is necessary.