



AGENDA
CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Tuesday, September 3, 2024
7:00 PM

- I. CALL TO ORDER – Mayor Bob Nation**
- II. PLEDGE OF ALLEGIANCE – Mayor Bob Nation**
- III. MOMENT OF SILENT PRAYER – Mayor Bob Nation**
- IV. ROLL CALL – City Clerk Vickie McGownd**
- V. APPROVAL OF MINUTES – Mayor Bob Nation**
 - A. Executive Session Minutes – August 19, 2024**
 - B. City Council Meeting Minutes – August 19, 2024**
- VI. INTRODUCTORY REMARKS – Mayor Bob Nation**
 - A. Thursday, September 5, 2024 – Planning & Public Works (5:30pm)**
 - B. Wednesday, September 18, 2024 – City Council (7:00pm)**
- VII. COMMUNICATIONS AND PETITIONS – Mayor Bob Nation**
- VIII. APPOINTMENTS – Mayor Bob Nation**

A. Blue Valley CID – Appointments –

- Lori Whiteside (Kiel)
- Erika J. Hickman

IX. COUNCIL COMMITTEE REPORTS

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

- 1. Proposed Bill No. 3515 –** An Ordinance pertaining to the acceptance of Prestige Landing, Lake Meadow, Waterside Heights, and portions of patchwork fields in Fienup Farms as Public Streets in the City of Chesterfield. **(Second Reading) Department of Planning and Public Works Recommends approval.**
- 2. Proposed Bill No. 3516 – P.Z. 06-2024 City of Chesterfield (Unified Development Code – Article 2):** An ordinance amending Article 2 of the Unified Development Code to modify procedures relating to Historic and Landmark Preservation Area overlay districts. **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**
- 3. Intra-fund Budget Amendment –** Recommendation to authorize the City Administrator to approve an intra-fund Budget Amendment from Account 001-072-5340 (Salt and Abrasives) to Account 001-072-5440 (Machinery and Equipment) in the amount of \$9,000. This will ensure Account 001-072-5440 has sufficient funds to accommodate the purchase of the pavement breaker and walk behind striper as recommended by the Director of Public Works and PPW Committee. **(Roll Call Vote) Department of Public Works and the PPW Committee recommends approval.**
- 4. Purchase of a Pavement Breaker –** Recommendation to approve the purchase of a Skid Steer Breaker Attachment from Clark Equipment Company (dba Bobcat) in the amount of \$9,518. This purchase will be made through the State of Missouri Cooperative Procurement Program as recommended by the Director of Public Works and the PPW Committee. **(Roll Call Vote) Department of Public Works and the PPW Committee recommends approval.**
- 5. Purchase of a Walk Behind Pavement Line Striper –** Recommendation to accept the low bid submitted by Sherwin Williams and to authorize the City Administrator to execute a purchase order to Sherwin Williams in an amount not to exceed \$11,325 for the purchase of a Walk Behind Pavement Line Striper

as recommended by the Director of Public Works and the PPW Committee. **(Roll Call Vote) Department of Public Works recommends approval.**

6. Next Meeting – September 5, 2024

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

1. Next Meeting – not yet scheduled

C. Parks, Recreation and Arts Committee – Chairperson Gary Budoor, Ward IV

1. Next Meeting – not yet scheduled

D. Public Health and Safety Committee – Chairperson Aaron Wahl, Ward II

1. Use of forfeiture funds – Training Program – Request to use forfeiture funds for a leadership training and development program for one of the Police Captains. **(Roll Call Vote) Department of Public Health and Safety recommends approval.**

2. Use of forfeiture funds – Vehicle Purchase – Request to use forfeiture funds to purchase a new utility task vehicle (UTV) to replace a 15-year-old vehicle currently in use. The vehicle is primarily used for levee patrol functions and special events. **(Roll Call Vote) Department of Public Health and Safety recommends approval.**

3. Use of forfeiture funds – Vehicle Purchase – Request to use forfeiture funds to replace two fleet vehicles that were previously lost in crashes. **(Roll Call Vote) Department of Public Health and Safety recommends approval.**

4. Use of forfeiture funds – Equipment Purchase – Request to purchase an in-car video system to equip an additional vehicle. **(Roll Call Vote) Department of Public Health and Safety recommends approval.**

5. Next Meeting – not yet scheduled

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

A. City Council Meeting Schedule – Wednesday, September 18, 2024 (Roll Call)

XI. OTHER LEGISLATION

- A. Proposed Resolution No. 501 – Downtown Chesterfield SBD –** A Resolution of the City Council of the City of Chesterfield, Missouri, stating its intention to establish the Downtown Chesterfield Special Business District. **(Voice Vote) Department of Planning recommends approval.**
- B. Proposed Bill No. 3517 – Long Road Crossing (Lots B-2, C, and D), Boundary Adjustment Plat:** An ordinance providing for the approval of a Boundary Adjustment Plat for Lot B-2, Lot C, and Lot D of Long Road Crossing subdivision totaling 6.18-acres area of land located west of Long Road Crossing westbound (17u410104). **(First & Second Reading) Department of Planning recommends approval.**
- C. Proposed Bill No. 3518 – Vacation of Easement:** An ordinance vacating two utility easements located on Lot D of the Long Road Crossing subdivision recorded in Book 352, page 232 of the St. Louis County, Missouri records, located in U.S. Survey 1010, Township 45 North, Range 3 & 4 east of the fifth principal meridian, City of Chesterfield, St. Louis County, Missouri. **(First & Second Reading) Department of Planning recommends approval.**
- D. Proposed Bill No. 3519 – Vacation of Right-of-Way:** An ordinance vacating a portion of right-of-way on Long Road Crossing drive within the Long Road Crossing subdivision Plat recorded in book 352, page 232 of the St. Louis County, Missouri records, located in U.S. Survey 1010, Township 45 North, range 3 & 4 east of the fifth principal meridian, city of City of Chesterfield, St. Louis County, Missouri. **(First and Second Reading) Department of Planning recommends approval.**

XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

XIV. ADJOURNMENT

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

***Notice** is hereby given that the City Council may also hold a closed meeting for the purpose of dealing with matters relating to one or more of the following: legal actions, causes of action, litigation or privileged communications between the City's*

representatives and its attorneys (RSMo 610.021(1) 1994; lease, purchase or sale of real estate (RSMo 610.021(2) 1994; hiring, firing, disciplining or promoting employees with employee groups (RSMo 610.021(3)1994; Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups (RSMo 610.021(9) 1994; and/or bidding specification (RSMo 610.021(11) 1994.

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

AGENDA REVIEW – TUESDAY, SEPTEMBER 3, 2024 – 6:00 PM

An AGENDA REVIEW meeting has been scheduled to start at **6:00 PM, on Tuesday, September 3, 2024.**

UPCOMING MEETINGS/EVENTS

APPROVAL OF MINUTES

Executive Session Minutes – August 19, 2024

City Council Meeting Minutes – August 19, 2024

INTRODUCTORY REMARKS

A. Thursday, September 5, 2024 – Planning & Public Works (5:30pm)

B. Wednesday, September 18, 2024 – City Council (7:00pm)

COMMUNICATIONS AND PETITIONS

APPOINTMENTS

A. Blue Valley CID – Appointments –

- Lori Whiteside (Kiel)
- Erika J. Hickman

At the request of the Chesterfield Blue Valley CID Board of Director's, Mayor Nation has nominated Lori Whiteside, Leasing Representative, and Erika Hickman, General Manager, at St. Louis Premium Outlets as replacement Directors, replacing Bethel Davis and Marian Nunn who have left their positions.

Under state statute, the Mayor is required to make appointments to the CID with Council's consent. However, our development agreement (copy attached) stipulates that the directors must be representatives proposed by the businesses within the district, or residents of the district. Inasmuch as there are no residents within the district, it is primarily a perfunctory act.



RECORD OF PROCEEDING

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

AUGUST 19, 2024

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

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

A roll call was taken with the following results:

PRESENT

ABSENT

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

APPROVAL OF MINUTES

The minutes of the August 5, 2024 Executive Session were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Hansen, to approve the August 5, 2024 Executive Session minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the August 5, 2024 City Council meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Mastorakos, to approve the August 5, 2024 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 next meeting of City Council is scheduled for Tuesday, September 3, at 7 p.m.

COMMUNICATIONS AND PETITIONS

There were no public comments.

APPOINTMENTS

There were no appointments scheduled on the agenda for this meeting.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning & Public Works Committee

Bill No. 3515	Pertains to the acceptance of Prestige Landing, Lake Meadow, Waterside Heights, and portions of patchwork fields in Fienup Farms as Public Streets in the City of Chesterfield (First Reading) Department of Planning and Public Works Recommends approval
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Councilmember Dan Hurt, Chairperson of the Planning & Public Works Committee, made a motion, seconded by Councilmember Hansen, for the first reading of Bill No. 3515. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3515 was read for the first time.

Councilmember Hurt announced that the next meeting of this Committee is scheduled for Thursday, August 22, at 5:30 p.m.

Finance & Administration Committee

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

Parks, Recreation & Arts Committee

Councilmember Gary Budoor, Chairperson of the Parks, Recreation & Arts Committee, indicated that there were no action items scheduled on the agenda for this meeting.

Public Health & Safety Committee

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

Councilmember Wahl announced that the next meeting of this Committee is scheduled for Monday, August 26, at 4:00 p.m.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel reported that Staff is recommending approval of the lowest and best bid, as submitted by Aspire Construction Services LLC for the Amphitheater Back of House project, and authorization for the City Administrator to execute an agreement in an amount not to exceed \$2.4 million, funded per the City Administrator's recommendation dated August 12, 2024. Councilmember Moore made a motion, seconded by Councilmember Hansen, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Mastorakos, Budoor, Monachella, McGuinness, Hansen, Moore and Hurt. Nays – Wahl. Whereupon Mayor Nation declared the motion passed.

City Council spoke extensively about their desire to move ahead with the front of house restrooms. Staff advised that they would communicate with the contractor and determine whether or not it would be possible to construct the new restrooms concurrently with this project; but extensive permitting and utility coordination would be required. Staff will report back at the next meeting of City Council.

There was also discussion whether or not it may be viable to construct another public restroom outside of the amphitheater footprint to provide facilities for park, trail and other visitors.

OTHER LEGISLATION

There was no other legislation scheduled for this meeting.

UNFINISHED BUSINESS

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

NEW BUSINESS

There was no new business.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:20 p.m.

Mayor Bob Nation

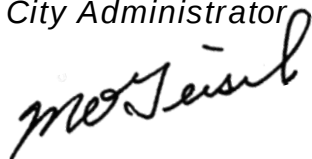
ATTEST:

Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____

Mike Geisel

City Administrator



690 Chesterfield Pkwy W

Chesterfield MO 63017

Phone 636-537-4711

Fax 636-537-4798

TO: Mayor and City Council

Date: August 28th, 2024

**RE: Chesterfield Blue Valley Community Improvement District
Replacement Trustees**

At the request of the Chesterfield Blue Valley CID Board of Director's, Mayor Nation has nominated Lori Whiteside, Leasing Representative, and Erika Hickman, General Manager, at St. Louis Premium Outlets as replacement Directors, replacing Bethel Davis and Marian Nunn who have left their positions.

Under state statute, the Mayor is required to make appointments to the CID with Council's consent. However, our development agreement (copy attached) stipulates that the directors must be representatives proposed by the businesses within the district, or residents of the district. Inasmuch as there are no residents within the district, it is primarily a perfunctory act.

In addition to their resume's, I've attached the statute, and a copy of the ordinance with the development agreement.

From: Smallwood, Thomas B.

To: Mike Geisel

Subject: CBV CID Board Replacements

Mike:

Please see attached resumes for Lori Whiteside, Leasing Representative, and Erika Hickman, General Manager, at St. Louis Premium Outlets. As I mentioned in my prior email, Marian Nunn has changed her residency to Michigan and Davis Bethel no longer works for Simon (and is also no longer a Missouri resident), so we have two vacancies on the CID board to fill as representatives of Simon Properties, the SLPO mall owner. These are Simon's nominees. Can you please have them reviewed (and hopefully approved) by the City for CID board membership as contemplated by the CID's original petition? Let me know if you need anything else. Thanks.

Tom



LORI WHITESIDE (KIEL)

Specialty Leasing Representative
Simon Property Group -White Oaks Mall/ St. Louis Premium Outlets

CONTACT

PHONE:
217-441-1924 (personal)
217-341-9116 (work)

SOCIAL MEDIA:
IG: @local.ori
LinkedIn:
<http://www.linkedin.com/in/lori-kiel-74143246>

EMAIL:
Lklk334@gmail.com (personal)
Lori.kiel@simon.com (work)

HOBBIES

Cooking
Volunteering
Traveling
Golf

EDUCATION

The Illinois Institute of Art
Chicago, IL
Bachelor's Degree, Fashion Marketing & Management
2002 - 2005

Lincoln Land Community College
Springfield, IL
General Studies
2001 - 2002

WORK EXPERIENCE

Simon Property Group, Specialty Leasing Representative
Chesterfield, MO/Springfield, IL
2022–Current

Simon Property Group, Director of Marketing & Business Development
Springfield, IL
2018–2022

Heritage Enterprises Incorporated, Community Relations Liaison
Bloomington/Normal, IL
2017-2018

French Studio Imports, Director of Sales & New Business Development
Chicago, IL
2013-2016

French Studio Imports, National Sales Manager
Chicago, IL
2011-2013

SKILLS

Salesforce
QuickBooks
Adobe, including Creative Cloud (Photoshop & Illustrator)

ERIKA J. HICKMAN, CSM

7801 Stanford Avenue ♦ St. Louis MO 63130
erikajanevilliams@yahoo.com ♦ 314.795.5545 (Cell)
<https://www.linkedin.com/in/erika-hickman-csm-2b917532/>

QUALIFICATIONS PROFILE

- ♦ **Shopping center management experience:** Knowledgeable in interpreting and negotiating leases and service contracts for enclosed and outdoor malls and office buildings, delivers exceptional customer service to Luxury Tenants, responsible for preparing monthly operating and financial reports, prepares annual budget/business plan and supervises office, operations, temporary leasing and marketing functions.
 - ♦ **Communication & Interpersonal Skills:** Dynamic and collaborative communication style, with talent for forging solid interpersonal relationships across different disciplines and coaching and guiding to support and facilitate growth and change. Possess awareness of diverse international cultures and business landscapes. Experienced with serving on community boards which helped strengthen the relationship between the private and public sectors.
 - ♦ **Project Management:** Conscientious and resourceful; quickly identify issues and apply skilled problem-solving and decision-making talents to improve processes and advance efficiencies, while directing and leading projects to produce positive results.
 - ♦ **Key Strengths:** Astute analytical ability including budgeting, forecasting, and P/L management. Skilled in gathering and reviewing data to determine and support application of best strategic course of action. Experienced in prospecting, negotiating, and enforcing leases, expense control, contract negotiation, innovative revenue initiatives, and accounts receivables collection. Dedication to superior customer satisfaction; earning awards for delivering top-ranked mall shopping experience. Eager to learn and proficient in Microsoft Office Suite (Word, Excel, PowerPoint, Teams and Outlook).
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EXPERIENCE HIGHLIGHTS

SIMON PROPERTY GROUP

Area General Manager, St. Louis Premium Outlets – Chesterfield, MO (2023- Present)

Direct and oversee two outdoor malls, St. Louis Premium Outlets and Osage Marketplace. Oversee budgeting, forecasting, hiring, and training for both properties. Travel to both properties to ensure goals and objectives are being met for both properties. Communicate with joint venture owner on a regular basis on property strategy, key metrics, and improvements. Assist Regional Vice President on special assignments such as mentoring new General Managers.

- Exceeded 2023 EBITDA by 4%, 2023.

General Manager, Briarwood Mall – Ann Arbor, MI (2015-2023)

Promoted to direct and oversee the daily operations of a 993K square foot regional mall with 120 Tenants. Develop and implement a comprehensive Strategic Business Plan which produced new revenue and expense reduction tactics. Maximize permanent local leasing results (LLT) through the development and oversight of the local tenant leasing process. Lead team of marketing, operations, management professionals and direct staff training to establish efficiencies within operations, security, accounting, and marketing programs. Communicate frequently with leasing, development, and center management to drive value to the asset. Meet with local government officials frequently to establish and maintain good relationships. Manage multiple joint venture partnerships by representing Simon in all partner meetings and tours while continuously maintaining a good relationship.

- Exceeded 2022 EBITDA by 6%, 2022
- Worked with various departments to execute a multi-million-dollar floor renovation, 2016.
- Created a comprehensive food strategy to help increase restaurant sales, 2017.

ERIKA J. HICKMAN

- Reduced property operations expenses by 6%, 2017.
- Attained highest audit rating level for two consecutive years by ensuring comprehensive staff training.
- Second Place winner in companywide leasing program, 2018.
- Created new long-term parking revenue streams.
- Winner of companywide Sustainability award, 2021 and 2022.
- Local leasing award, 2021.
- Pilot center of IREM sustainability certification and company mentor
- Team leader for Audit services of consumable charges and audit services

General Manager, College Mall – Bloomington, IN (2014-2015)

Cultivate a results-oriented culture focused on maximizing EBITDA and reducing expenses for a 593K square foot regional mall with 90 Tenants.

- Exceeded 2014 EBITDA by 2%, from 2013 to 2014.
- Created new short- and long-term parking revenue streams, \$9K.
- Reduced expenses by creating new net profit center for grease trap maintenance, \$4K.
- Developed comprehensive partnership with IU Auditorium to promote university's concert series, \$3K.
- Executed ROI and value enhance projects to include additional skybanner media inventory.
- Maximized local leasing by converting a tenant from short term to perm status, increased annual base revenue of \$25K.

STARWOOD RETAIL GROUP

General Manager, Franklin Park – Toledo, OH (2013-2014)

THE WESTFIELD GROUP

General Manager, Franklin Park – Toledo, OH (2007 – 2013)

Orchestrate daily operational and management activities for 1.2M square foot regional mall with 150 retailers to increase net operating income (NOI). Negotiated and oversaw storage leasing program to local, regional, and national Tenants. Responsible for negotiating lease amendments such as rent reduction and terminations. Lead team of marketing, operations, management professionals and direct staff training to establish efficiencies within operations, security, and accounting and produce successful marketing programs. Communicate frequently with leasing, development, and center management to drive value to the asset.

- Exceeded 2012 NOI by 4%, from 2012 to 2011.
- Improved center audit score from lowest to highest ranking, 2012.
- Increased NOI by 17%, from 2008 to 2009.
- Grew partnership marketing budget (via amenity sponsorships) over 30% from 2010 to 2011.
- Reduced expenses common area expenses by \$200k, from 2008 to 2009.
- Dramatically reduced accounts receivables and bad debt by over 50% from 2007 to 2008.
- Earned score of 98% on customer service secret shop scores, 2009 and 2010.
- Facilitated early opening of retail in 45K square foot retail addition as result of working closely with development, construction, and leasing departments at corporate.
- Appointed by mayor of Toledo to serve on city Board of Community Relations as one of two representatives from the business sector.
- Security plan recognized as a best practice, 2013.

ERIKA J. HICKMAN

General Manager, Gateway – Lincoln, NE (2006 – 2007)

Promoted to direct and oversee all aspects of day-to-day operations for a 1M square foot regional mall with 100 retailers and a fifty-eight thousand commercial office building, inclusive of financial accountability. Quickly built strong relationships and a unified team, fostering shared vision for achieving business goals. Analyzed financial statements to accurately forecast annual revenues and expenses. Recruited, interviewed, trained, developed, and led new employees. Identified and capitalized on opportunities for growth, enhanced operational efficiencies, and improved productivity. Leased commercial office space and temporary leasing of space.

- Boosted net operating income (NOI) by 11% and storage income by 48% from 2005 to 2006.
- Achieved zero accounts receivable in June 2007 through account management system.
- Attained highest audit rating level for two consecutive years by ensuring comprehensive staff training.
- Led team from #45 nationwide ranking to #2 for secret shop results.

Assistant General Manager, Crestwood – St Louis, MO (2004 – 2006)

Gained valuable experience and advanced overall management skills, including budgeting, forecasting, bidding, P&L management, account receivables, and HR direction. Liaised with several vendors to prepare quotes for expense budget line items. Collaborated with senior management to prepare and present \$3M annual operating budget. Learned proprietary software and trained support staff to enhance administrative efficiencies. Oversaw storage program and improved expense and maintenance punch list tracking. Successfully completed executive training program to prepare for role as General Manager.

- Increased 2004 storage revenues to surpass 2003 income by 9%.
- Significantly reduced expenses by \$104K with aggressive negotiation of lower contract rates.
- Advanced team from #12 nationwide ranking to #6 and from #2 state ranking to #1 for secret shop results.

Marketing Intern, West Park – Cape Girardeau, MO (Fall 2003)

Collaborated with 70 non-profits and over 50 retailers to create and hold an after-mall-hours shopping event that generated funds for non-profits and sales for struggling retailers.

- Doubled sales results for non-profit foundation and organized holiday concert series to drive traffic.

SOUTHEAST MISSOURI STATE UNIVERSITY

Graduate Assistant, University Relations / President's Office – Cape Girardeau, MO (2002 – 2004)

Served in professional administrative role writing and preparing content for press releases, student biographies, and Website newswire for this accredited university, offering more than 200 areas of study, including undergraduate and graduate programs, and serving more than 10,000 students. Planned and coordinated PR events and faculty media training workshop.

- Expanded experience and perspective of diverse peoples and cultures through studying abroad in England, Switzerland, France, Italy, and Cuba.

EDUCATION AND CREDENTIALS

Master of Business Administration (MBA), 2004 – *Graduated with Honors*

SOUTHEAST MISSOURI STATE UNIVERSITY, Cape Girardeau, MO

MBA Association - President and Professional Liaison ♦ Outstanding MBA Student, 2004

Bachelor of Science in Business Administration with minor in Marketing, 2002 – *Graduated Cum Laude*

XAVIER UNIVERSITY OF LOUISIANA, New Orleans, LA

Business Achievers - President ♦ Delta Sigma Theta Sorority, Inc. - Financial Secretary

Professional Development

Advanced Management Program, 2023

Employee of the Month, 2023

ERIKA J. HICKMAN

Best of Best General Manager award, 2022
Leader, Audit Services, Simon Property Group, 2021- Present
Mentor, Sustainability IREM Certification, 2021- 2022
Leasing Team Captain, Simon Property Group, 2017
Certified Tourism Ambassador, 2016 – 2019
NIMS, National Incident Management Systems, 2015
Certified Shopping Center Manager, CSM, October 2013 - Present
Westfield Code of Conduct task force, 2013
Management I- International Council of Shopping Centers, April 2011
Leadership Academy - Toledo Regional Chamber of Commerce, March 2009

Affiliations

Ann Arbor Chamber of Commerce- *Board Member, Vice Chair & Vice Chair, Marketing & Membership Chair*, 2018- 2023
Bloomington Chamber of Commerce- *Membership Committee*, September 2014- 2015
City of Toledo Board of Community Relations - *Board Member*, April 2009 – May 2014
Links Incorporated – *Member*, June 2009 – Present
Links Incorporated – *Technology/Communications/Marketing Chair*, June 2009 – May 2014
Links Incorporated- *Financial Secretary*, May 2013- 2014 and May 2017- 2021
Delta Sigma Theta Sorority, *Lifetime Member*- since 1999
Junior Achievement - *Volunteer*, May 2009



Title VI COUNTY, TOWNSHIP AND POLITICAL SUBDIVISION GOVERNMENT

Chapter 67

< > • Effective - 28 Aug 2021, 5 histories



67.1451. Board of directors, election, qualifications, appointment, terms, removal, actions. — 1. If a district is a political subdivision, the election and qualifications of members to the district's board of directors shall be in accordance with this section. If a district is a not-for-profit corporation, the election and qualification of members to its board of directors shall be in accordance with [chapter 355](#).

2. (1) The district shall be governed by a board consisting of at least five but not more than thirty directors.

(2) Except as otherwise provided in this subsection, each director shall, during his or her entire term:

(a) Be at least eighteen years of age;

(b) Be either:

a. An owner, as defined in section [67.1401](#), of real property or of a business operating within the district; or

b. A registered voter residing within the district; and

(c) Satisfy any other qualifications set forth in the petition establishing the district.

(3) In the case of districts established after August 28, 2021, if there are no registered voters in the district on the date the petition is filed, at least one director shall, during his or her entire term, be a person who:

(a) Resides within the municipality that established the district;

(b) Is qualified and registered to vote under [chapter 115](#) according to the records of the election authority as of the thirtieth day prior to the date of the applicable election;

(c) Has no financial interest in any real property or business operating within the district; and

(d) Is not a relative within the second degree of consanguinity or affinity to an owner of real property or a business operating in the district.

(4) If there are fewer than five owners of real property located within a district, the board may be comprised of up to five legally authorized representatives of any of the owners of real property located within the district.



3 If the district is a political subdivision, the board shall be elected or appointed, provided in the petition. However, in the case of districts established after August 28, 2021, if the board is to be elected, the petition shall require at least one member of the board be appointed by the governing body of the municipality in the same manner as provided in this section for board appointments. The appointed board member shall serve a four-year term.

4. If the board is to be elected, the procedure for election shall be as follows:

(1) The municipal clerk shall specify a date on which the election shall occur which date shall be a Tuesday and shall not be earlier than the tenth Tuesday, and shall not be later than the fifteenth Tuesday, after the effective date of the ordinance adopted to establish the district;

(2) The election shall be conducted in the same manner as provided for in section 67.1551, provided that the published notice of the election shall contain the information required by section 67.1551 for published notices, except that it shall state that the purpose of the election is for the election of directors, in lieu of the information related to taxes;

(3) Candidates shall pay the sum of five dollars as a filing fee and shall file not later than the second Tuesday after the effective date of the ordinance establishing the district with the municipal clerk a statement under oath that he or she possesses all of the qualifications set out in this section for a director. Thereafter, such candidate shall have his or her name placed on the ballot as a candidate for director;

(4) The director or directors to be elected shall be elected at large. The person receiving the most votes shall be elected to the position having the longest term; the person receiving the second highest votes shall be elected to the position having the next longest term and so forth. For any district formed prior to August 28, 2003, of the initial directors, one-half shall serve for a two-year term, one-half shall serve for a four-year term and if an odd number of directors are elected, the director receiving the least number of votes shall serve for a two-year term, until such director's successor is elected. For any district formed on or after August 28, 2003, for the initial directors, one-half shall serve for a two-year term, and one-half shall serve for the term specified by the district pursuant to subdivision (5) of this subsection, and if an odd number of directors are elected, the director receiving the least number of votes shall serve for a two-year term, until such director's successor is elected;

(5) Successor directors shall be elected in the same manner as the initial directors. The date of the election of successor directors shall be specified by the municipal clerk which date shall be a Tuesday and shall not be later than the date of the expiration of the stated term of the expiring director. Each successor director shall serve a term for the length



specified prior to the election by the district, which term shall be at least three years and not more than four years, and shall continue until such director's successor is elected.

In the event of a vacancy on the board of directors, the remaining directors shall elect an interim director to fill the vacancy for the unexpired term.

5. If the petition provides that the board is to be appointed by the municipality, such appointments shall be made by the chief elected officer of the municipality with the consent of the governing body of the municipality. For any district formed prior to August 28, 2003, of the initial appointed directors, one-half of the directors shall be appointed to serve for a two-year term and the remaining one-half shall be appointed to serve for a four-year term until such director's successor is appointed; provided that, if there is an odd number of directors, the last person appointed shall serve a two-year term. For any district formed on or after August 28, 2003, of the initial appointed directors, one-half shall be appointed to serve for a two-year term, and one-half shall be appointed to serve for the term specified by the district for successor directors pursuant to this subsection, and if an odd number of directors are appointed, the last person appointed shall serve for a two-year term; provided that each director shall serve until such director's successor is appointed. Successor directors shall be appointed in the same manner as the initial directors and shall serve for a term of years specified by the district prior to the appointment, which term shall be at least three years and not more than four years.

6. If the petition states the names of the initial directors, those directors shall serve for the terms specified in the petition and successor directors shall be determined either by the above-listed election process or appointment process as provided in the petition.

7. Any director may be removed for cause by a two-thirds affirmative vote of the directors of the board. Written notice of the proposed removal shall be given to all directors prior to action thereon.

8. The board is authorized to act on behalf of the district, subject to approval of qualified voters as required in this section; except that, all official acts of the board shall be by written resolution approved by the board.

(L. 1998 H.B. 1636 § 6, A.L. 2003 H.B. 472, A.L. 2005 H.B. 58, A.L. 2007 S.B. 22, A.L. 2021 S.B. 153 & 97)

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

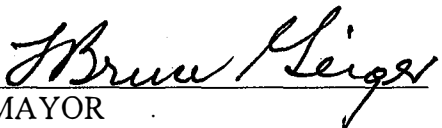
officers of the City executing the same. The Mayor is hereby authorized and directed to execute, on behalf of the City, the Development Agreement between the City, the District and the Developer, and the City Clerk is hereby authorized and directed to attest to the Development Agreement and to affix 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:

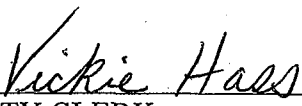

~~CITY CLERK~~
Deputy City Clerk

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

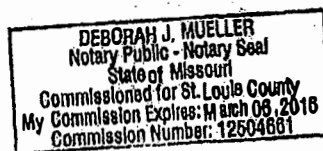
May 7, 2012
Date

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

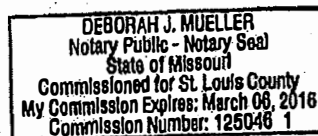
STATE OF MISSOURI)
) SS:
COUNTY OF ST. LOUIS)

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

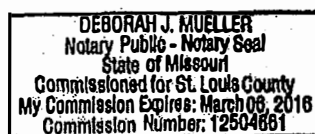
STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

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

Dist ct; instalaton of a y sig s, sidewalks, steetli g ts, la dscaping or o ter a enites benefiting te entire Dis ct; ad te qonstuction of p a k g improvements, steets, access roads, drive la es ad simila improvements **within** te Dis t ct;

(ii) causing te necess a en g erng, pl a ing, administative, ad legal work to be done fr fo r atior ad development of te Di s ct as a whole;

(iii) e m loyng persons for, or contacting for te provisi o **of**, la dscape ad s t etscape maintenace servces to access drves, law s, ad p a king a eas on prope r open to public view (whe ter o wed by te Dis t ct or by persons **within the** Di s ct) in te Dis t ct to improve **the** appe a ace ad image of te Dis t ct, includ i g but not limited to purchasing, i stalling ad main t g tees, s h bs, fowers ad o ter vegetaton; maintaining pots ad pl a ters; pl a tng ad relaci n tees located a ong or adjacent to public r g ts-of-**way** ad prvate drves; purchasing, instaling, operatng ad m t a ng li g ting ad public a ; mowing, seeding ad feri l g g ass ad o ter vegetation located in p a ks, bouleva ds ad public ri g ts-of-way;

(iv) providing or contacting for te provsion of cle a ng ad maintenace se r ces on prope t open to public view in order t improve te a pe a ace ad image of te Dis t ct, including, bu not necessarily limited to litter removal, purchase ad maintenace of t ash receptacles, cie a ng, ad swee ping of sidew a , steets, p a kng a a , privat drves, p a ks ad gUtters;

(v) employing or contacting fr te prvision of perso nel to assist la do w es, occup a ts, ad uses to improve securit ad safety conditons **within** te Dis t ct, includ i g but not limited to addressing public safe t concer s, iden t g ad reportng public nuisa ces, ad (if de e ed advisable by te Dis t ct) conduc t g securit patols;

(vi) h ng or contacting for personnel. t **staff** ad provide se r ces to te Dis t ct, ad f hng ad equipping such **staff** necess a y to provide Eligible Services ad Improvements;

(vii) establishing a rese r e fnd for ftue maintenace expenses ad te replacement or repair of capitl improvements which constitute Eligible Services ad Improvements; ad

(viii) perfo r ing a y o te se rices ad improvements au torized u der te Act.

(c) **Budget.** Te iitalization of te Eligible Se rices ad I provements is to occur **within** te frst yea of te existence of te Dist ct. Te implementation of a Di t c sales ad **use tax** shal be subject to Section **14**, below. Te schedue of a tcipated revenues for te Di s ict ae sho w on **Exhibit C-1**, attached to ad made a p a of tis Petiton. Te e timated costs of te Eligible Services and Improvements ae sho w on **Ex hbit C-2**, attached to ad made a p a of ts Pettion.

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 at 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 i 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
CHS1 RILD BLUE VALLEY COMMUNITY I ROVE N NT DIST RCT
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. B r e & 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

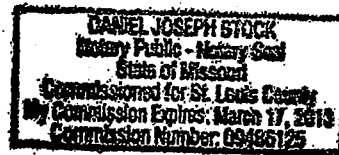
STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

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

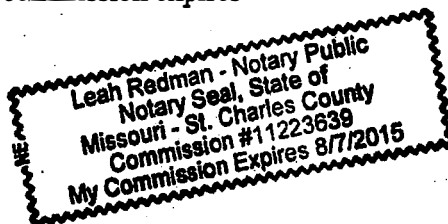


EXHIBIT A
TO PETITION TO ESTABLISH THE
CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT
City of Chesterfield, Missouri

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 to 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

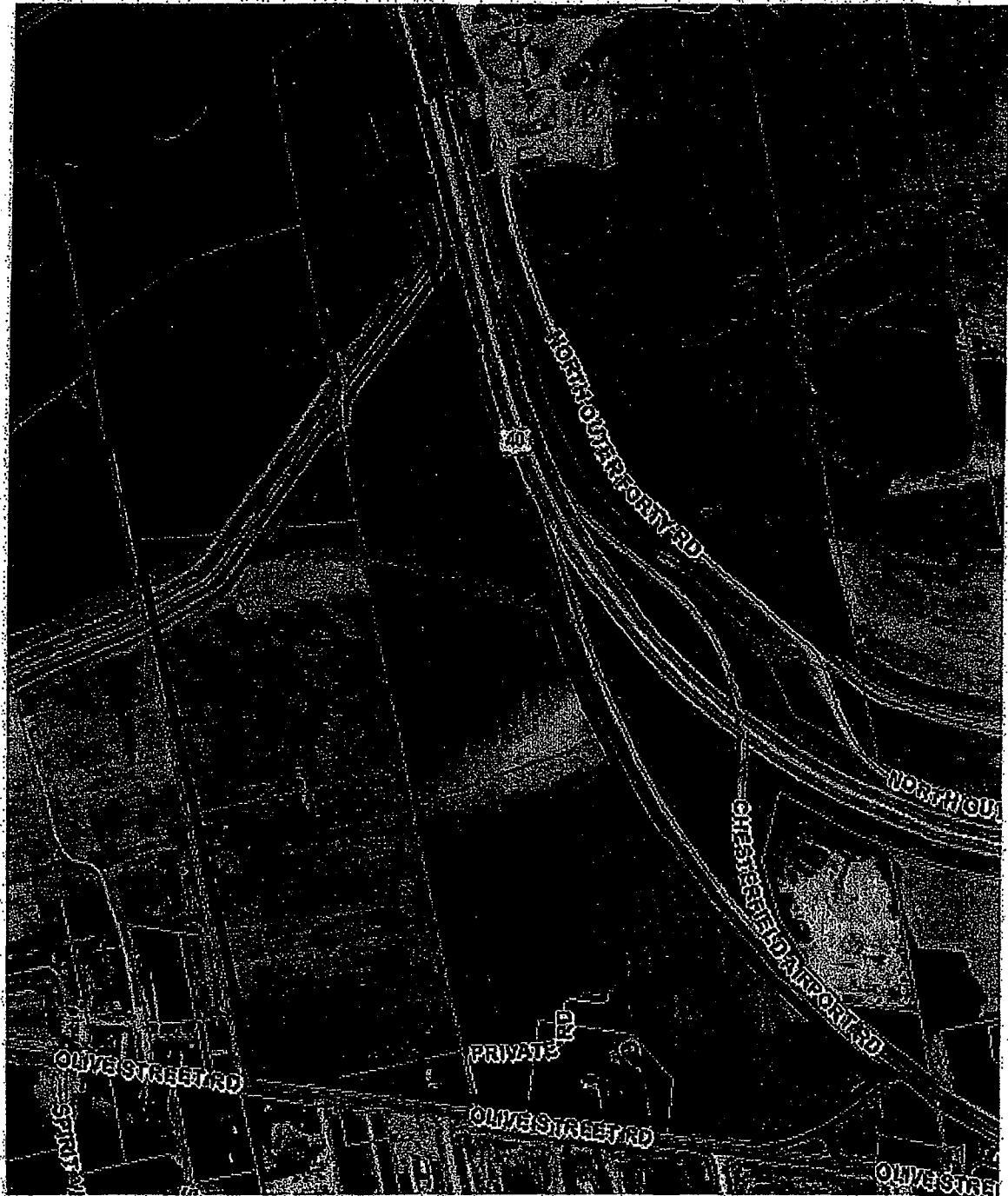


EXHIBIT C-1
TO PETITION TO ESTABLISH THE
CHESTERFIELD BLUE VALLEY COMMUNITY IMPROVEMENT DISTRICT
City of Chesterfield, Missouri

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

TABLE OF CONTENTS

ARTICLE I. RECITALS, EXHIBITS AND DEFINITIONS.....	2
SECTION 1.1 RECITALS AND EXHIBITS	2
SECTION 1.2 DEFINITIONS	2
ARTICLE II. REPRESENTATIONS OF PARTIES.....	6
SECTION 2.1 REPRESENTATIONS BY THE DISTRICT	6
SECTION 2.2 REPRESENTATIONS BY THE CITY	7
SECTION 2.3 REPRESENTATIONS BY THE DEVELOPER.....	7
ARTICLE III. COLLECTION OF FUNDS	8
SECTION 3.1 IMPOSITION OF THE DISTRICT SALES TAX	8
SECTION 3.2 ADMINISTRATION AND COLLECTION OF THE DISTRICT SALES TAX	8
SECTION 3.3 COLLECTION FEE FOR THE DISTRICT SALES TAX	9
SECTION 3.4 ENFORCEMENT OF THE DISTRICT SALES TAX	9
SECTION 3.5 SPECIAL ASSESSMENT	9
SECTION 3.6 OPERATING COSTS	10
SECTION 3.7 RECORDS OF THE DISTRICT REVENUES.....	10
SECTION 3.8 REPEAL OF THE DISTRICT REVENUES	10
ARTICLE IV. CONSTRUCTION AND FINANCING OF DISTRICT PROJECT	10
SECTION 4.1 DESIGN AND CONSTRUCTION OF DISTRICT PROJECT	10
SECTION 4.2 BLUE VALLEY TRANSPORTATION PROJECT	11
SECTION 4.3 APPLICATION OF PREVAILING WAGE, PUBLIC BIDDING AND OTHER LAWS	11
SECTION 4.4 FINANCING THE DISTRICT PROJECT	11
SECTION 4.5 REIMBURSEMENTS LIMITED TO REIMBURSABLE PROJECT COSTS; DEVELOPER'S RIGHT TO SUBSTITUTE.....	12
SECTION 4.6 CERTIFICATE OF SUBSTANTIAL COMPLETION.....	12
SECTION 4.7 INSURANCE.....	13
SECTION 4.8 ANNUAL BUDGET; ANNUAL FINANCIAL STATEMENTS	14
ARTICLE V. DISTRICT OBLIGATIONS	14
SECTION 5.1 REIMBURSEMENT OF COSTS; ISSUANCE OF DISTRICT OBLIGATIONS	14
SECTION 5.2 LIMITED OBLIGATIONS	14
SECTION 5.3 USE OF DISTRICT REVENUES PRIOR TO ISSUANCE OF OBLIGATIONS	14
SECTION 5.4 COOPERATION IN THE ISSUANCE OF DISTRICT OBLIGATIONS	14
SECTION 5.5 NO OTHER OBLIGATIONS OR USES OF DISTRICT REVENUES.....	15
SECTION 5.6 DISTRICT NOTES.....	15
SECTION 5.7 APPLICATION OF DISTRICT REVENUES	15
SECTION 5.8 CONDITIONS PRECEDENT TO ISSUANCE OF DISTRICT NOTES	15
SECTION 5.9 HOLDBACK FROM ISSUANCE OF DISTRICT NOTES	16
SECTION 5.10 DISTRICT BONDS	16
SECTION 5.11 CONDITIONS PRECEDENT TO ISSUANCE OF DISTRICT BONDS	16
SECTION 5.12 PLEDGE OF DISTRICT REVENUES.....	17
SECTION 5.13 COVENANT TO REQUEST ANNUAL APPROPRIATION	17
SECTION 5.14 GOVERNANCE OF THE DISTRICT	17
SECTION 5.15 ISSUANCE OF DISTRICT OBLIGATIONS BY COUNTY IDA	18
ARTICLE VI. SPECIAL COVENANTS	18
SECTION 6.1 RECORDS OF THE DISTRICT	18
SECTION 6.2 DEVELOPER'S COVENANTS RELATED TO THE DISTRICT	18
SECTION 6.3 GOVERNMENTAL APPROVALS	19

SECTION 6.4	FUTURE SPECIAL TAXING DISTRICT FORMATION	19
ARTICLE VII. DEFAULTS AND REMEDIES.....		19
SECTION 7.1	EVENTS OF DEFAULT.....	19
SECTION 7.2	REMEDIES ON DEFAULT.....	20
SECTION 7.3	RIGHTS AND REMEDIES CUMULATIVE.....	20
SECTION 7.4	WAIVER OF BREACH.....	20
SECTION 7.5	EXCUSABLE DELAYS	20
ARTICLE VIII. MISCELLANEOUS		20
SECTION 8.1	EFFECTIVE DATE.....	20
SECTION 8.2	FEDERAL WORK AUTHORIZATION PROGRAM.....	20
SECTION 8.3	RELEASE AND INDEMNIFICATION	20
SECTION 8.4	SUCCESSORS AND ASSIGNS	21
SECTION 8.5	IMMUNITIES.....	22
SECTION 8.6	MODIFICATION	22
SECTION 8.7	NOTICES	22
SECTION 8.8	APPLICABLE LAW; COMMON REPRESENTATION.....	23
SECTION 8.9	VALIDITY AND SEVERABILITY.....	23
SECTION 8.10	EXECUTION OF COUNTERPARTS	24

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
--------------------	--------------	---------------

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 Dan Hurt

Vice Chair: Councilmember Mary Monachella

- 1. Proposed Bill No. 3515** – An Ordinance pertaining to the acceptance of Prestige Landing, Lake Meadow, Waterside Heights, and portions of patchwork fields in Fienup Farms as Public Streets in the City of Chesterfield. **(Second Reading) Department of Planning and Public Works Recommends approval.**
- 2. Proposed Bill No. 3516 – P.Z. 06-2024 City of Chesterfield (Unified Development Code – Article 2):** An ordinance amending Article 2 of the Unified Development Code to modify procedures relating to Historic and Landmark Preservation Area overlay districts. **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**
- 3. Intra-fund Budget Amendment** – Recommendation to authorize the City Administrator to approve an intra-fund Budget Amendment from Account 001-072-5340 (Salt and Abrasives) to Account 001-072-5440 (Machinery and Equipment) in the amount of \$9,000. This will ensure Account 001-072-5440 has sufficient funds to accommodate the purchase of the pavement breaker and walk behind striper. **(Roll Call Vote) Department of Public Works recommends approval.**
- 4. Purchase of a Pavement Breaker** – Recommendation to approve the purchase of a Skid Steer Breaker Attachment from Clark Equipment Company (dba Bobcat) in the amount of \$9,518. This purchase will be made through the State of Missouri Cooperative Procurement Program. Because this is an approved cooperative procurement program it has already been bid and meets the City's procurement requirements. **(Roll Call Vote) Department of Public Works recommends approval.**
- 5. Purchase of a Walk Behind Pavement Line Striper** – Recommendation to accept the low bid submitted by Sherwin Williams and to authorize the City Administrator to execute a purchase order to Sherwin Williams in an amount not to exceed \$11,325 for the purchase of a Walk Behind Pavement Line Striper. **(Roll Call Vote) Department of Public Works recommends approval.**

6. Next Meeting – September 5, 2024

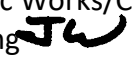
NEXT MEETING

The next Planning and Public Works Committee is scheduled for Thursday, September 5, 2024, at 5:30pm.

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

MEMORANDUM

TO: Mike Geisel, City Administrator

FROM: James Eckrich, Director of Public Works/City Engineer 
Justin Wyse, Director of Planning 

SUBJECT: Planning & Public Works Committee Meeting Summary
Thursday, August 22, 2024



A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, August 22, 2024 in Conference Room 101.

In attendance were: **Chair Dan Hurt** (Ward III), **Councilmember Mary Ann Mastorakos** (Ward II), and **Councilmember Merrell Hansen** (Ward IV). **Councilmember Mary Monachella** (Ward I) was absent.

Also in attendance were: James Eckrich, Director of Public Works/City Engineer; Justin Wyse, Director of Planning; and Theresa Barnicle, Executive Assistant.

The meeting was called to order at 5:30 p.m.

I. APPROVAL OF MEETING SUMMARY

A. Approval of the July 18, 2024 Committee Meeting Summary

Councilmember Hansen made a motion to approve the Meeting Summary of July 18, 2024. The motion was seconded by Councilmember Mastorakos and **passed** by a voice vote of 3-0.

II. UNFINISHED BUSINESS

- A. **Chesterfield Valley Branding update (Councilmember Hansen)**: An update on the proposal regarding installing signage at entry points into Chesterfield Valley to identify it as “Chesterfield Valley” or “The Valley” (Ward 4).

DISCUSSION

Councilmember Hurt stated that this item would be moved to the end of the agenda unless there was any objection. All councilmembers were in agreement.

After New Business items, Councilmember Hansen submitted her findings regarding the potential branding of Chesterfield Valley to the committee. She raised questions about naming rights. Brief discussion ensued, and it was ultimately recommended that she discuss her questions with the City Attorney. Councilmember Hansen queried whether the sign code would restrict signage delineating Chesterfield Valley. Mr. Wyse stated that the existing code would probably not need to be amended to accommodate the type of signage being discussed.

In conclusion, the committee determined that prior to taking any action on the matter they would need to consult a map and determine the potential locations of signs, the total number of signs, and the cost of the signage. Additionally, local businesses should be consulted to garner their opinions of potential signage. This matter will be revisited in a future meeting.

This presentation was for discussion purposes only. No vote was taken on this matter.

III. NEW BUSINESS

A. Proposed 2025 Planning and Public Works Committee Meeting Schedule

Councilmember Hansen made a motion to approve the proposed 2025 Planning and Public Works Committee Meeting Schedule with the condition that consideration should be given to ensuring that ARB meeting dates and times do not conflict with PPW meetings. The motion was seconded by Councilmember Mastorakos, and passed by a voice vote of 3-0.

- B. P.Z. 06-2024 City of Chesterfield (Unified Development Code – Article 2)**: An ordinance amending Article 2 of the Unified Development Code to remove the regulatory role from CHLPC to City of Chesterfield.

DISCUSSION

Justin Wyse, Director of Planning, stated that Council previously provided direction to Staff to amend the City Code to address items referred to the Chesterfield Historic and Landmark Preservation Committee (CHLPC). Mr. Wyse mentioned that no changes have been made to the document since the draft was presented to City Council on July 15, 2024. A public hearing was held by the Planning Commission on August 12, 2024 and the Planning Commission recommended approval of the proposed changes by a vote of 9-0.

Councilmember Mastorakos made a motion to recommend **P.Z. 06-2024 City of Chesterfield (Unified Development Code – Article 2)** to City Council with a recommendation to approve. The motion was seconded by Councilmember Hanes, and passed by a voice vote of 3-0.

C. Authorization of Purchase for a Skid Steer Breaker Attachment and Walk Behind Pavement Line Striper

James Eckrich, Director of Public Works, stated that during creation of the 2025 Budget it became apparent that the Street Maintenance Division (072) Budget would substantially underrun its planned expenditures, primarily due to law salt usage in 2022-2024. Accordingly, he is recommending the use of existing budgeted funds to purchase a new pavement breaker and striper, which were originally planned for the 2025 Budget. If these purchases are approved, they will be funded in 2024 and removed from the 2025 Budget.

Councilmember Mastorakos asked about the pavement breaker and why it only lasted five years. Mr. Eckrich explained that this is a skid steer attachment with high impact usage. Councilmember Mastorakos stated that she can certainly understand that explanation and supported both purchases at this time.

Councilmember Hansen made a motion to recommend to City Council approval of the proposed purchases and the associated interfund budget amendment. The motion was seconded by Councilmember Mastorakos, and passed by a voice vote of 3-0.

D. 2024 Concrete Pavement Report

DISCUSSION

James Eckrich, Director of Public Works/City Engineer presented findings from the 2024 Concrete Pavement Report. Mr. Eckrich noted how proud he was of the report and the employees who put it together, Zach Wolff, Assistant City Engineer and Anjana Kittu, Civil Engineer. He praised their research and attention to detail in the report.

Overall, the report outlined the following: The pavement condition rating is good, with an average rating of 7.89 on a scale of 1-10. Overall pavement condition is aging, with most pavement being between 25-29 years old. The City's overall pavement rating has decreased from a rating of 8.19 in 2013 to 7.82 in 2022, but has increased to 7.89 in 2023. Mr. Eckrich reviewed pavement costs over the last several years, specifically showing how costs were somewhat consistent from 2014-2022, and then jumped to high of \$110.50 / SY in 2023. Costs in 2024 were reduced to \$80.90 / SY, which has helped our condition prediction model.

Mr. Eckrich mentioned that street maintenance is a vital part of the City's pavement preservation plan. By reducing vacancies in the Street Maintenance Division from a high of 14 to 3, the City will be able to perform these necessary maintenance functions, which were in question last year. Mr. Eckrich stated that it is imperative that money in the Capital Project Fund not be reallocated for other expenditures to ensure we can effectively maintain and replace our streets into the future.

This presentation was for informational purposes only. No vote was taken on this matter.

IV. OTHER

V. ADJOURNMENT

The meeting adjourned at 6:43 p.m.



Memorandum

TO: Michael O. Geisel, PE, *City Administrator*

cc: James A. Eckrich, PE, *Director of Public Works / City Engineer*
Justin Wyse, AICP, PTP, *Director of Planning*

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

DATE: August 9, 2024

RE: Public Street Acceptance
Fienup Farms – Plats 4 and 10

Public Works staff recently conducted an inspection of Plats 4 and 10 of the Fienup Farms subdivision. As part of the inspection, we have determined that the following streets meet the City of Chesterfield's design and construction standards for acceptance as public streets:

- | | |
|---------------------------------------|---|
| (1) Prestige Landing (Plat 4): | Approximately 126 feet; from Fienup Farms Boulevard to the cul-de-sac of Prestige Landing
Book 367 Pages 141-143 |
| (2) Lake Meadow (Plat 4): | Approximately 712 feet; from Fienup Farms Boulevard to Patchwork Fields
Book 367 Pages 141-143 |
| (3) Patchwork Fields (Plat 4 and 10): | Approximately 510 feet; from a point 172 feet north of Pine Summit Drive to a point 341 feet north of Lake Meadow
Book 367 Pages 141-143 |
| | and |
| | Approximately 455 feet; from a point 341 feet north of Lake Meadow to a point 37 feet south of Barn Owl Lane
Book 368 Pages 13-15 |

(4) Waterside Heights (Plat 10):

Approximately 209 feet; from Fienup Farms
Boulevard to the cul-de-sac of Waterside
Heights
368 Pages 13-15

A draft ordinance, a map showing the locations of the above referenced streets, and the associated record plat exhibits are attached. This is the final street acceptance recommendations required for Fienup Farms.

Action Recommended

I recommend forwarding the acceptance of the above-referenced streets and associated sidewalks to the Planning and Public Works Committee for its consideration. If the Planning and Public Works Committee recommends approval, the matter should be forwarded to City Council for consideration.

**Please forward to PPW for review, concurrence and
recommendation to the Full City Council.**



2024-8/12

BILL NO. 3515

ORDINANCE NO. _____

AN ORDINANCE PERTAINING TO THE ACCEPTANCE OF PRESTIGE LANDING, LAKE MEADOW, WATERSIDE HEIGHTS, AND PORTIONS OF PATCHWORK FIELDS IN FIENUP FARMS AS PUBLIC STREETS IN THE CITY OF CHESTERFIELD

WHEREAS, the City of Chesterfield has approved the construction of Fienup Farms; and

WHEREAS, the streets in Fienup Farms were intended to be public streets and were therefore constructed to the design standards of the Department of Public Works of the City of Chesterfield; and

WHEREAS, Prestige Custom Homes, Inc. have completed required street improvements in Plats 4 and 10 of Fienup Farms.

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

Section 1. The following streets are hereby accepted by the City of Chesterfield for future care and maintenance:

(1) Prestige Landing: Approximately 126 feet; from Fienup Farms Boulevard to the cul-de-sac of Prestige Landing
Book 367 Pages 141-143

(2) Lake Meadow: Approximately 712 feet; from Fienup Farms Boulevard to Patchwork Fields
Book 367 Pages 141-143

(3) Waterside Heights: Approximately 209 feet; from Fienup Farms Boulevard to the cul-de-sac of Waterside Heights
368 Pages 13-15

(4) Patchwork Fields: Approximately 510 feet; from a point 172 feet north of Pine Summit Drive to a point 341 feet north of Lake Meadow
Book 367 Pages 141-143

and

Approximately 455 feet; from a point 341 feet north of Lake Meadow to a point 37 feet south of Barn Owl Lane
Book 368 Pages 13-15

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

Passed and approved this _____ day of _____, 2024.

PRESIDING OFFICER

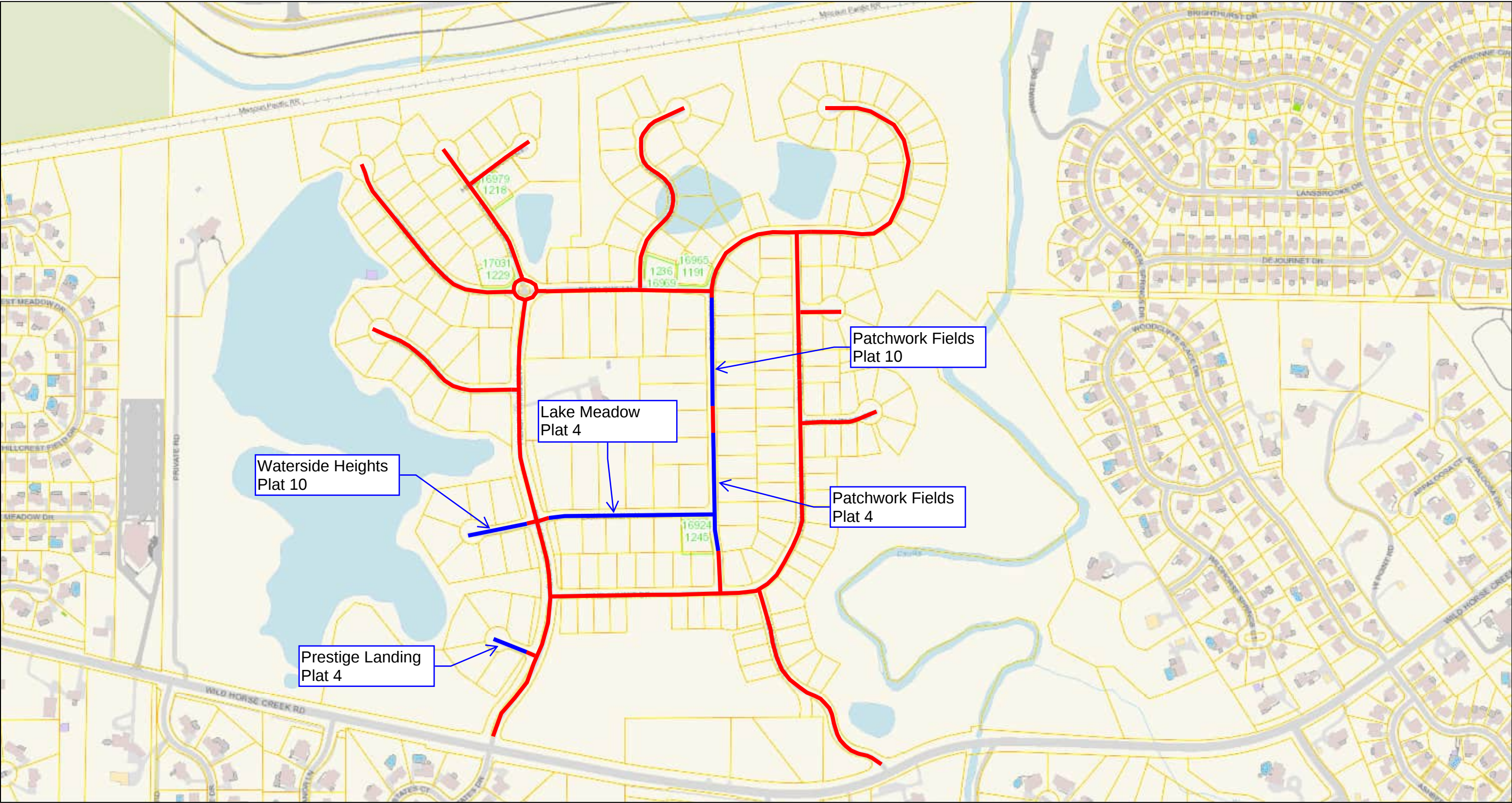
MAYOR

ATTEST:

CITY CLERK

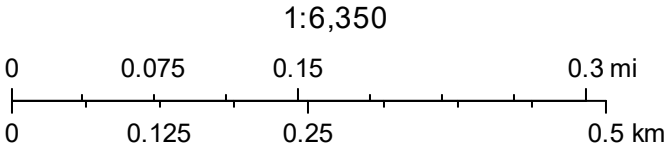
FIRST READING HELD:

Fienup Farms Public Street Acceptance



12/28/2021, 11:47:50 AM

- Parcels
- Preliminary Parcels
- Previously Accepted Streets
- Streets Recommended for Acceptance



Esri, Inc., City of Chesterfield, Missouri

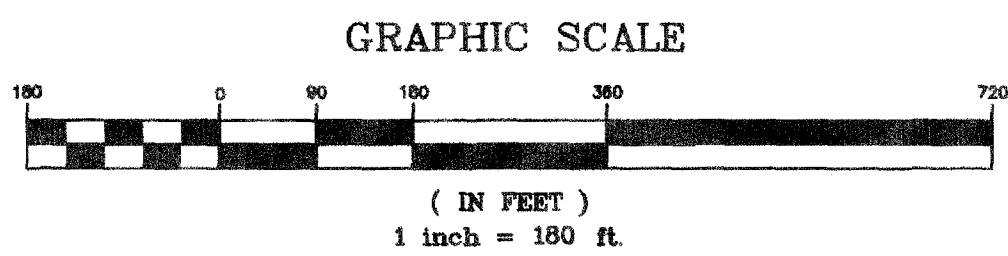
FIENUP FARMS PLAT FOUR

A TRACT OF LAND BEING PART OF ADJUSTED TRACT "A" OF FIENUP TRACT - BOUNDARY ADJUSTMENT PLAT RECORDED IN PLAT BOOK 366, PAGES 195-198, TOGETHER WITH PART OF A TRACT OF LAND LOCATED IN U.S. SURVEYS 125 AND 886, ALL LOCATED IN U.S. SURVEYS 125 AND 886, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI.
ZONED "PUD" PLANNED UNIT DEVELOPMENT, ORDINANCE NO. 2971

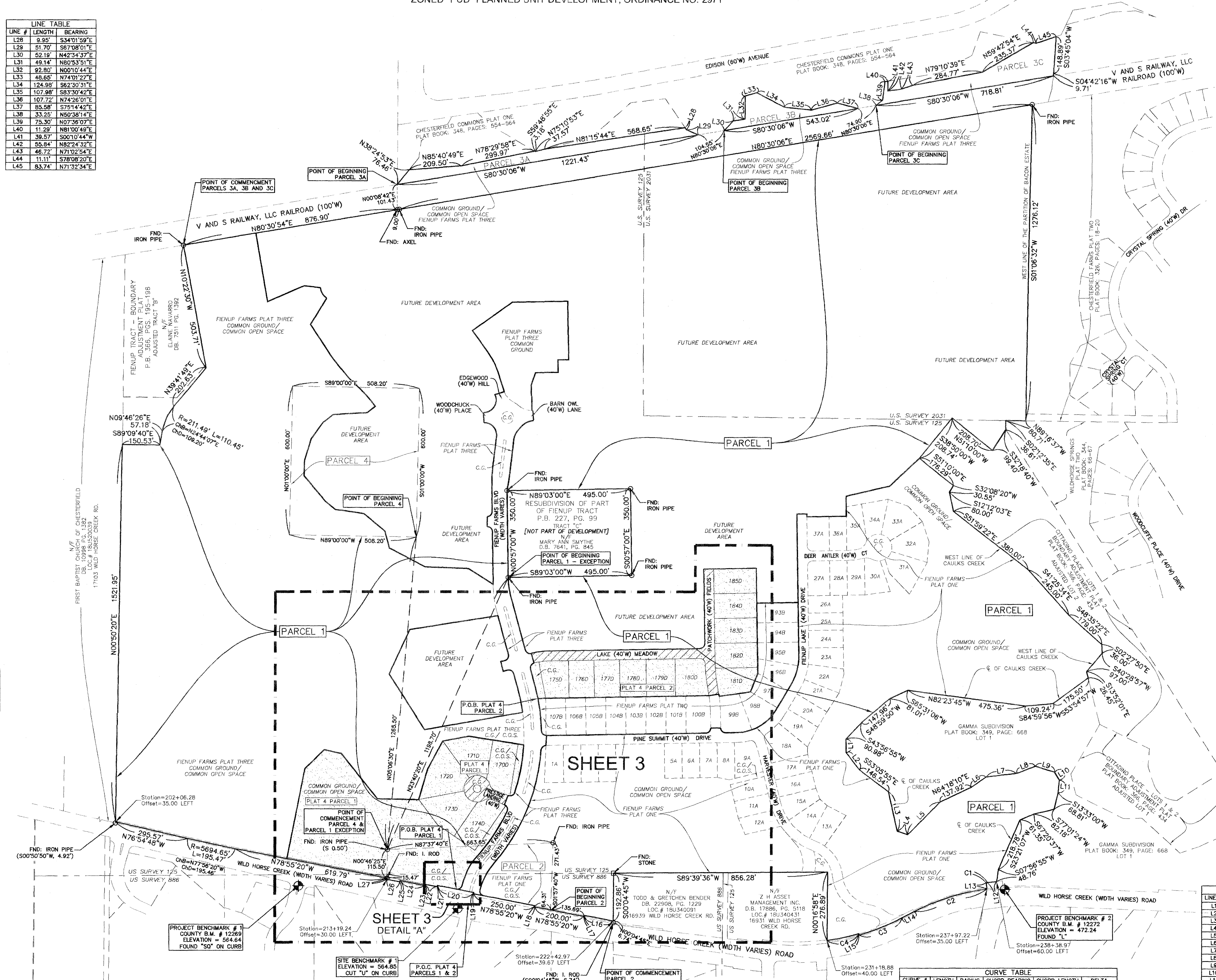
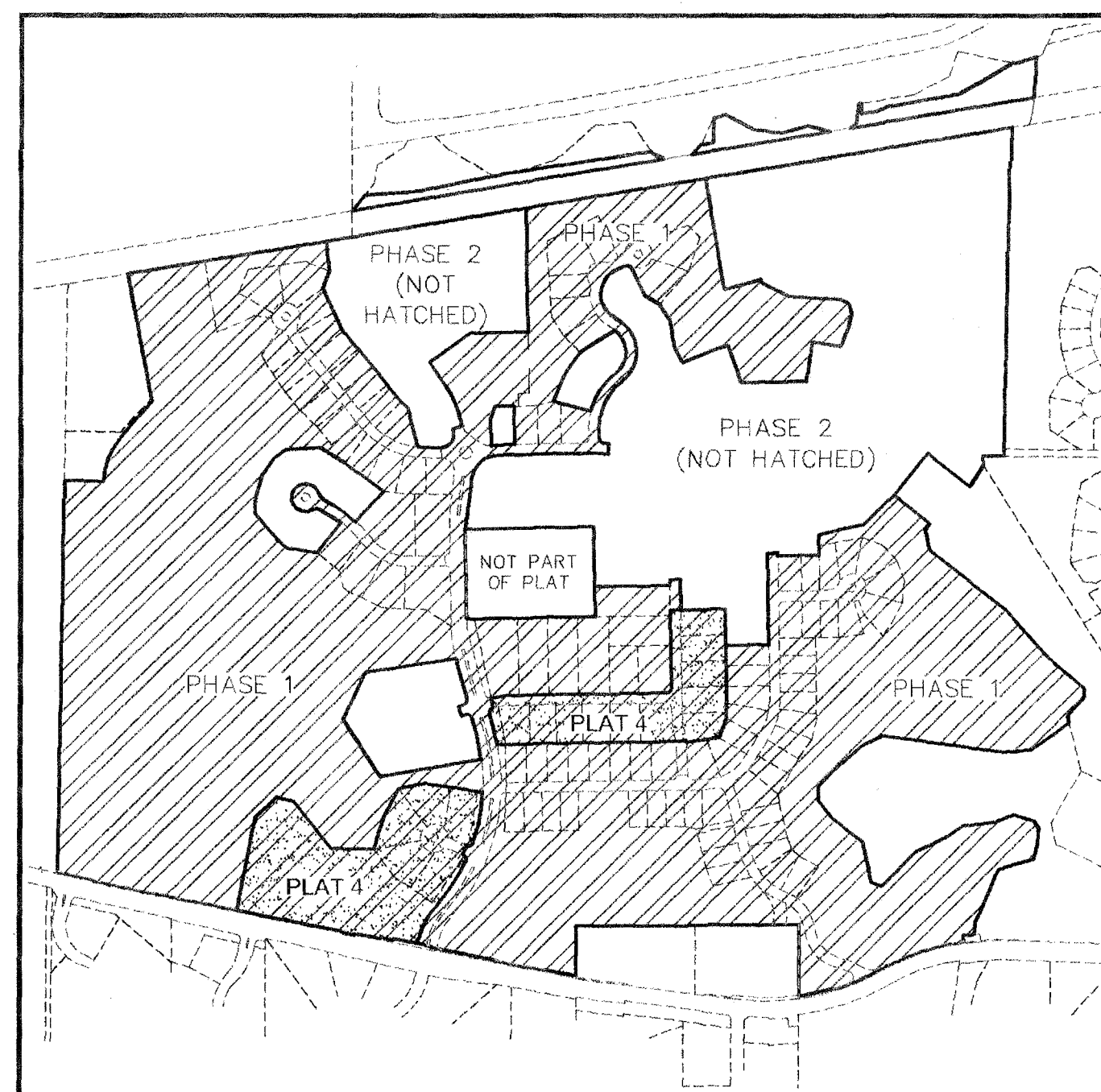
NOTE: SEE SHEET 3 FOR CORRESPONDING STATE PLANE COORDINATES AND ASSOCIATED REFERENCED LABELS.

STATE PLANE COORDINATES	
NORTHING	EASTING
A 31302.487	241072.073
B 31307.078	241048.042
C 31305.883	241048.744
D 31308.562	241033.799
E 31307.068	241033.502
F 31313.026	241003.612
G 31311.531	241003.314
H 31314.664	240987.588
I 31316.212	240987.625
J 31314.628	240885.140
K 313251.219	240887.185
L 313274.581	240911.228
M 313289.865	240932.035
N 313213.934	240976.160
O 313212.762	241026.386
P 313250.197	241037.364
Q 313284.625	241055.710
R 313290.612	241087.772
S 313279.746	241154.990
T 313221.108	241143.928
U 313217.390	241135.680
V 313206.075	241131.343
W 313197.826	241134.591
X 313147.867	241102.137
Y 313135.169	241091.151
Z 313106.940	241079.166
AA 313336.621	241172.089
AB 313351.951	241168.546
AC 313372.708	241163.024
AD 313380.167	241167.352
AE 313381.946	241164.210
AF 313384.693	241184.236
AG 313397.142	241370.205
AH 313403.317	241376.220
AI 313495.078	241375.011
AJ 313495.920	241439.008
AK 313466.794	241440.709
AL 313443.765	241431.591
AM 313338.670	241393.512
AN 313341.183	241393.155
AO 313339.373	241381.099

LINE TABLE		
LINE #	LENGTH	BEARING
L28	9.95'	S34°01'59"E
L29	51.70'	S87°08'01"E
L30	52.19'	N42°34'37"E
L31	49.14'	N80°53'51"E
L32	92.50'	N00°10'44"E
L33	48.65'	N74°01'27"E
L34	124.98'	S62°30'51"E
L35	107.98'	S83°30'42"E
L36	107.72'	N74°26'01"E
L37	83.58'	S75°14'42"E
L38	33.25'	N50°38'14"E
L39	75.30'	N07°38'07"E
L40	11.29'	N81°00'49"E
L41	38.57'	S00°10'44"W
L42	55.84'	N82°24'32"E
L43	46.72'	N71°02'54"E
L44	11.11'	S78°08'20"E
L45	83.74'	N71°32'34"E



DEVELOPMENT PHASE DETAIL
SCALE: 1 in = 600 ft



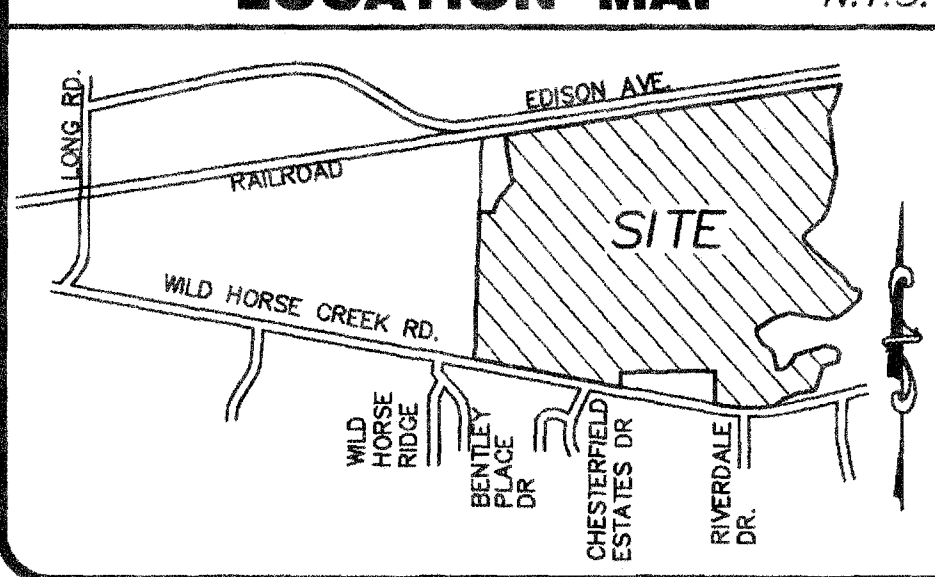
LINE TABLE		
LINE #	LENGTH	BEARING
L1	54.83'	S01°35'57"E
L2	87.39'	S37°24'53"E
L3	163.27'	S72°31'43"E
L4	44.57'	S70°22'17"E
L5	185.44'	N44°28'07"E
L6	72.15'	N54°56'38"E
L7	123.68'	N63°32'12"E
L8	81.25'	N68°43'16"E
L9	80.37'	S72°03'00"E
L10	36.22'	S31°16'48"E
L11	51.83'	S05°00'00"W
L12	36.53'	S83°09'11"W
L13	25.00'	S07°12'43"E
L14	52.12'	S82°09'11"W
L15	5.22'	N00°30'40"E

CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD BEARING	DELTA
C1	5.80'	879.02'	S82°58'14"W	5.80'
C2	307.57'	854.02'	S72°28'14"W	305.92'
C3	188.15'	920.37'	S68°00'33"W	187.62'
C4	131.75'	915.37'	S77°53'43"W	131.63'

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DRAWN BY: GFS
CHECKED BY: JAH
JOB NO.: 14-06-196
MSD P# - 18MSD-00095
DATE: FEB. 28, 2019
FIENUP FARMS PLAT FOUR

LOCATION MAP

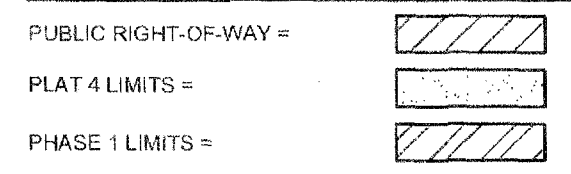


LEGEND:

- PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (5/8" IRON W/ ALUMINUM CAP)
- SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS) (1/2" IRON W/ PLASTIC CAP) OR CUT CROSS
- FOUND PERMANENT MONUMENT
- FOUND SEMI-PERMANENT MONUMENT
- FOUND
- PAVEMENT
- TEMPORARY SLOPE AND CONSTRUCTION LICENSE
- HOMEOWNERS' ASSOCIATION
- ADDRESS
- FOUND CROSS
- FOUND ANCHOR
- BENCHMARK
- COMMON GROUND
- COMMON OPEN SPACE
- EASEMENT
- BUILDING
- TEMPORARY
- SQUARE FEET

LINE TABLE		
LINE #	LENGTH	BEARING
L16	120.54'	N78°55'20"W
L17	5.00'	S11°04'40"E
L18	5.00'	N11°04'40"E
L19	5.00'	N11°04'40"E
L20	160.00'	N78°55'20"W
L21	5.00'	S11°04'40"E
L22	50.00'	N78°55'20"W
L23	5.00'	S11°04'40"E
L24	100.00'	N78°55'20"W
L25	5.00'	S11°04'40"E
L26	52.58'	N78°55'20"W
L27	5.08'	N00°46'25"E

HATCHING LEGEND:

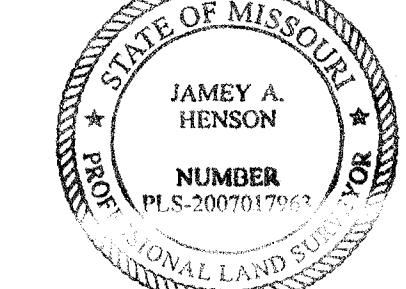


SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 3 FOR CERTIFICATION

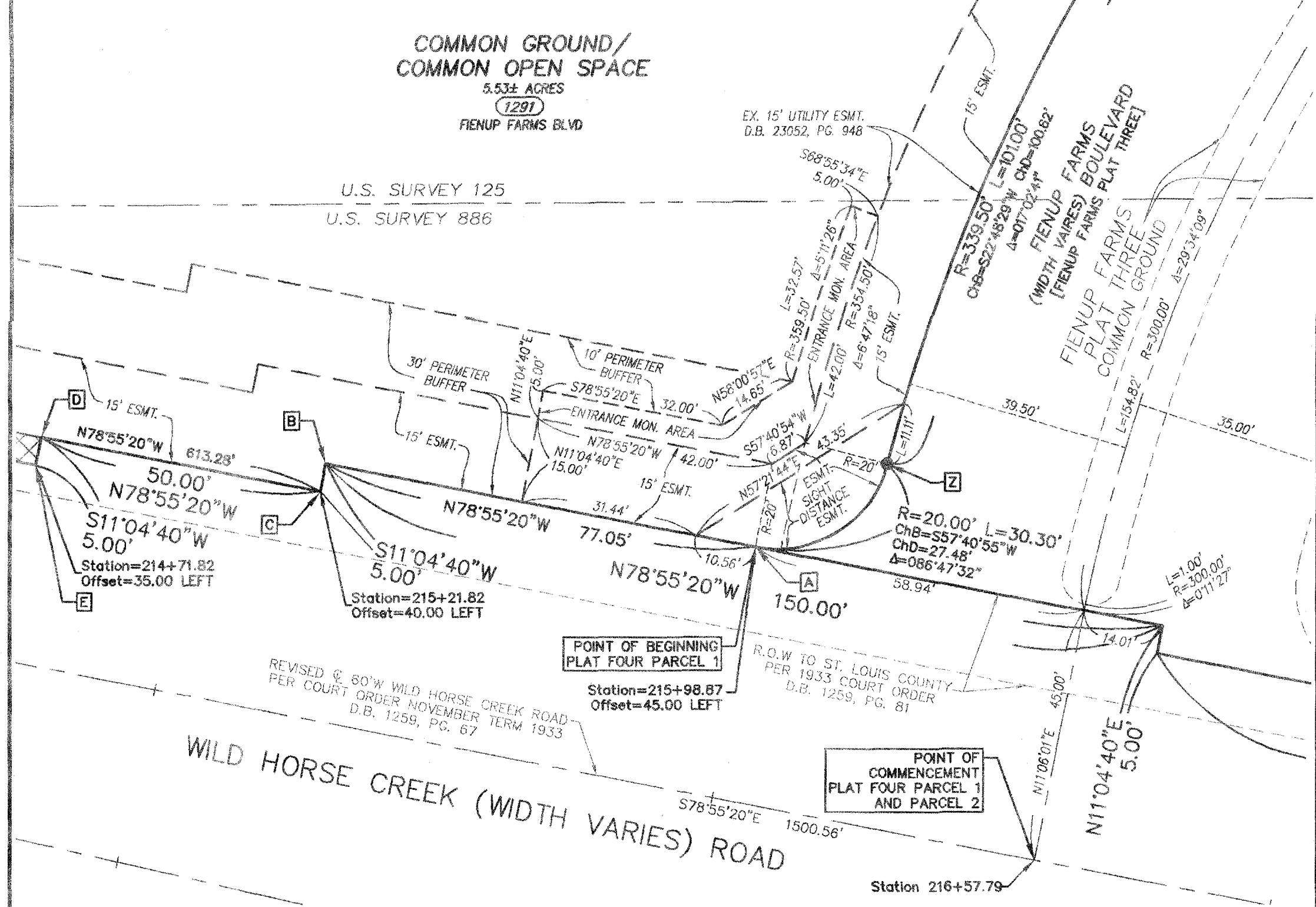
THE STERLING COMPANY
MO REG. 307-D

JAMES A. HENSON
V.P. - VICE PRESIDENT
MO REG. L.S. #22019-1780



DATE: 2-27-19
SHEET 2 OF 3

DETAIL "A"
SCALE: 1 in = 20 ft



STATE PLANE COORDINATES		STATE PLANE COORDINATES		STATE PLANE COORDINATES	
NORTHING	EASTING	NORTHING	EASTING	NORTHING	EASTING
A 313102.487	241072.073	P 313212.762	241026.386	AC 313372.708	241163.024
B 313107.076	241049.042	Q 313260.197	241037.364	AD 313380.167	241167.352
C 313105.583	241048.744	R 313284.625	241055.710	AE 313391.948	241164.210
D 313108.562	241033.799	S 313290.612	241087.772	AF 313394.693	241164.736
E 313107.068	241033.502	T 313278.746	241154.990	AG 313397.142	241170.205
F 313113.026	241003.612	U 313221.108	241143.928	AH 313403.317	241176.220
G 313111.531	241003.314	V 313217.390	241135.880	AI 313405.078	241175.011
H 313114.664	240987.268	W 313206.075	241131.343	AJ 313405.920	241139.008
I 313116.212	240987.625	X 313197.826	241134.591	AK 313398.794	241140.709
J 313140.628	240865.140	Y 313187.867	241102.137	AL 313343.765	241431.591
K 313251.219	240887.185	Z 313135.169	241091.151	AM 313338.670	241393.512
L 313274.581	240911.226	AA 313106.940	241078.166	AN 313341.183	241393.155
M 313269.865	240932.035	AB 313336.621	241172.089	AO 313336.373	241381.099
N 313213.934	240976.160	AB 313351.951	241168.546		

FIENUP FARMS PLAT FOUR

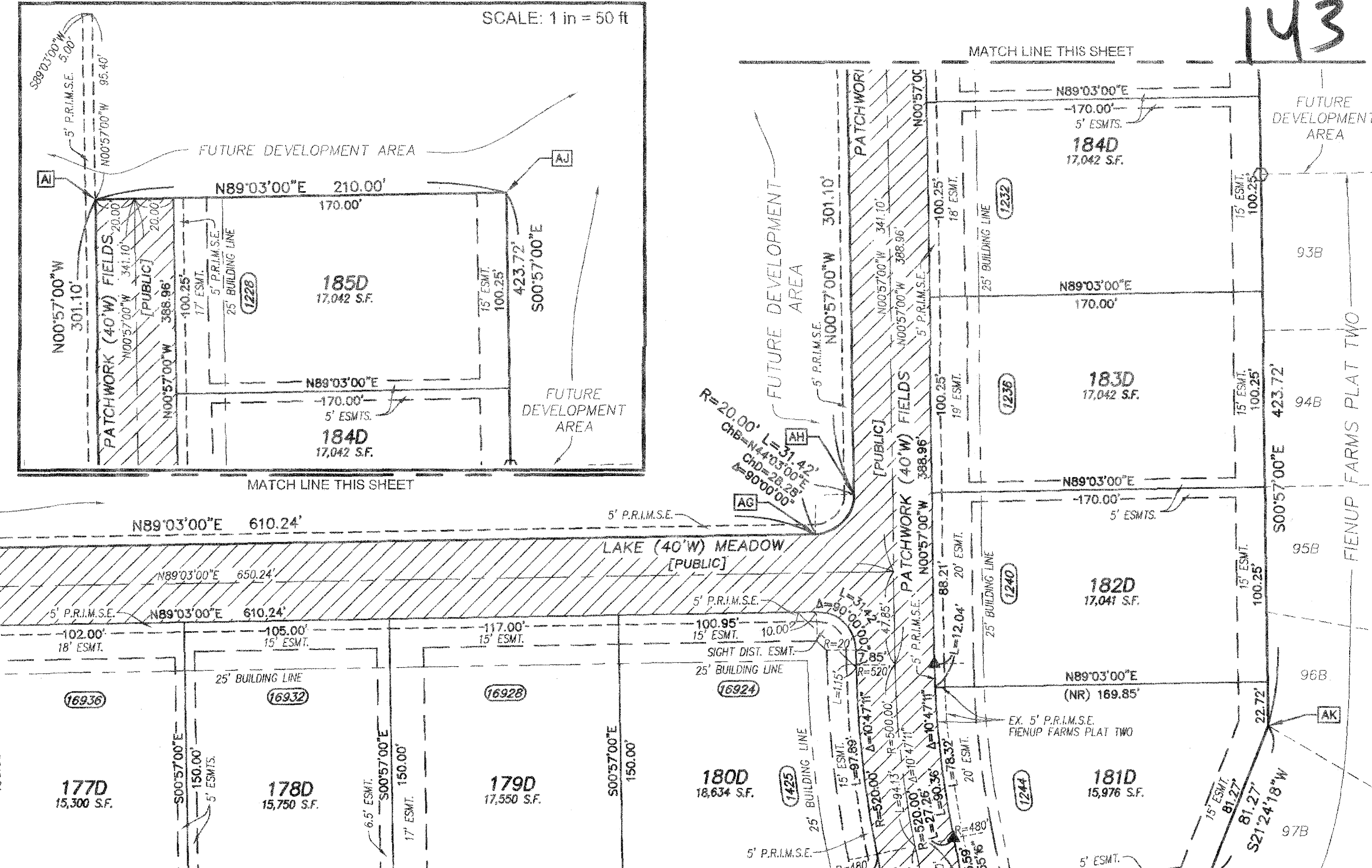
FIENUP FARMS
PLAT THREE
COMMON GROUND/
COMMON OPEN SPACE

FIENUP FARMS
PLAT THREE
COMMON GROUND

LINE #	LENGTH	BEARING
L1	40.00	N105°07'55"W
L2	40.00	S81°16'02"W

CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA
C4	51.63	785.00'	N13°32'30"W	51.63	003°46'07"
C5	31.43	20.00'	N29°55'48"E	28.30	090°02'44"
C6	8.33	520.00'	N08°16'27"W	8.33	000°55'02"
C7	26.21	500.00'	N101°4'04"W	26.21	003°00'13"

SCALE: 1 in = 50 ft



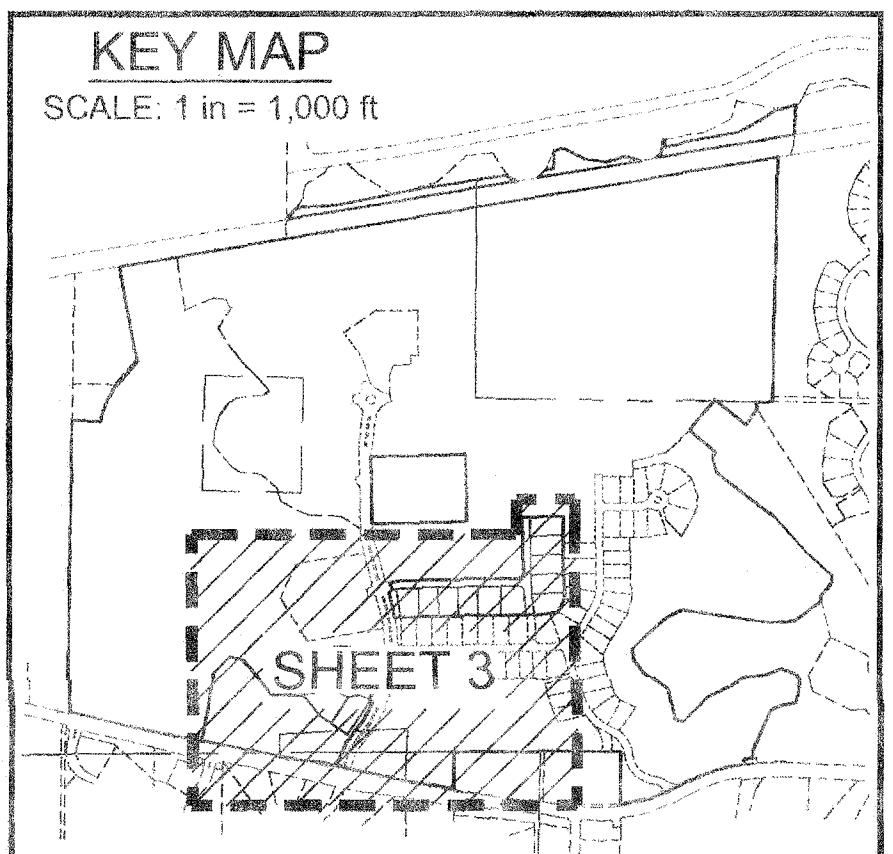
FIENUP FARMS
PLAT THREE
COMMON GROUND/
COMMON OPEN SPACE

FIENUP FARMS
PLAT THREE
COMMON GROUND

LINE #	LENGTH	BEARING
L1	5.00	S110°44'00"W
L2	5.00	N78°55'20"W
L3	5.00	S110°44'00"W
L4	5.00	S110°44'00"W
L5	5.00	N78°55'20"W
L6	5.00	N00°48'25"E
L7	40.00	S21°39'25"W

CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA
C1	32.57	20.00'	S65°00'28"W	28.09	093°17'58"
C2	32.57	20.00'	S21°41'36"E	28.09	093°17'58"
C3	30.30	20.00'	S57°40'56"W	27.48	096°47'32"

- LEGEND:
- ▲ = PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS)
 - = SEMI-PERMANENT MONUMENT (IN ACCORDANCE WITH MISSOURI STANDARDS)
 - = FOUND SEMI-PERMANENT MONUMENT
 - = SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT
 - ☆ = SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT
 - ★ = FOUND
 - T.S.C.L. = TEMPORARY SLOPE AND CONSTRUCTION LICENSE
 - H.O.A. = HOMEOWNERS ASSOCIATION
 - 321 = ADDRESS
 - + = FOUND CROSS
 - ⊕ = FOUND ANCHOR
 - ⊕ = BENCHMARK
 - C.G. = COMMON GROUND
 - C.O.S. = COMMON OPEN SPACE
 - ESMT. = EASEMENT
 - BLDG. = BUILDING
 - P.V.M.T. = PAVEMENT
 - TEMP. = TEMPORARY
 - S.F. = SQUARE FEET



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DRAWN BY:	GFS	MSD P# - 18MSD-00095
CHECKED BY:	JAH	DATE: FEB. 28, 2019
JOB NO.:	14-06-196	FIENUP FARMS PLAT FOUR

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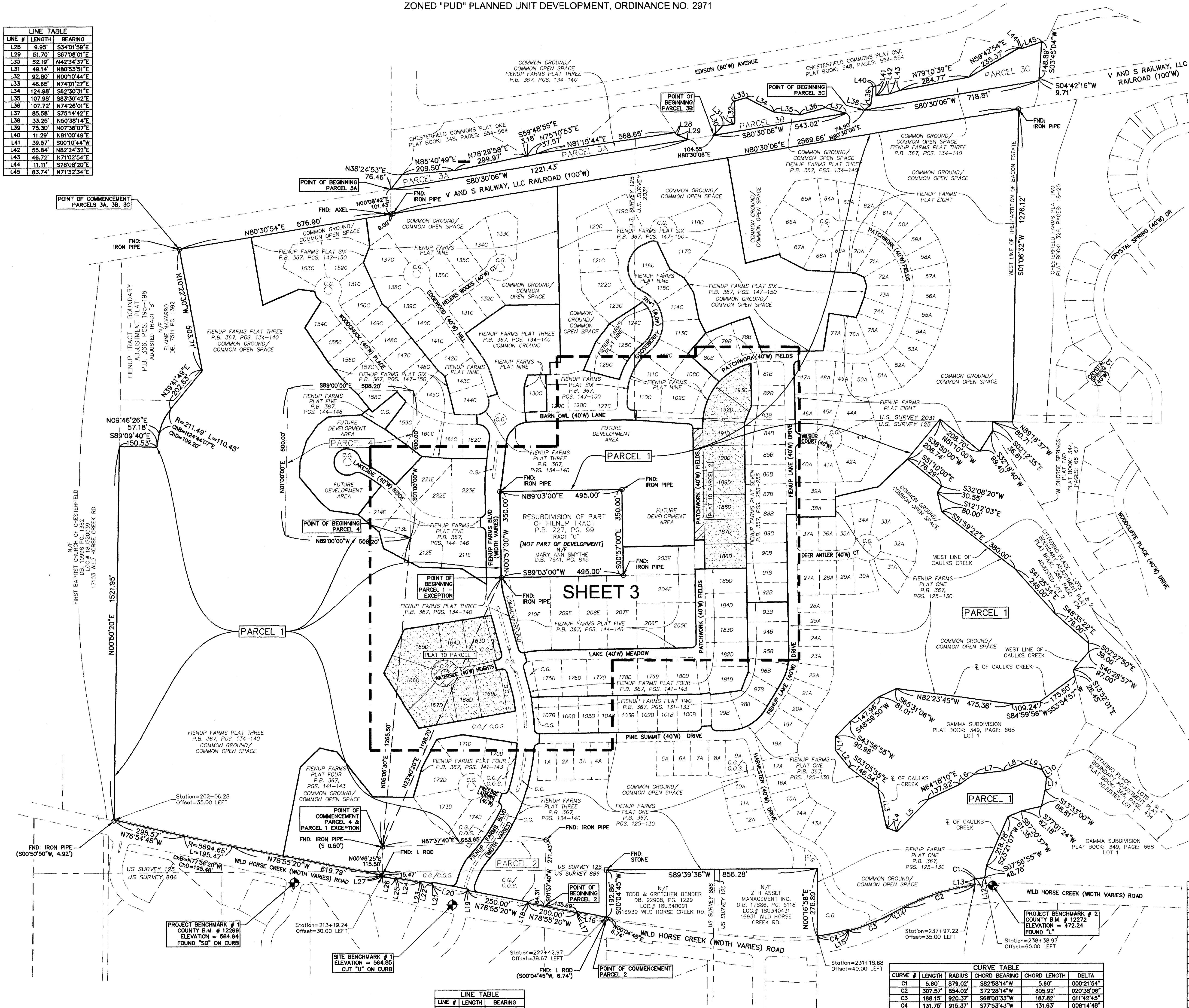
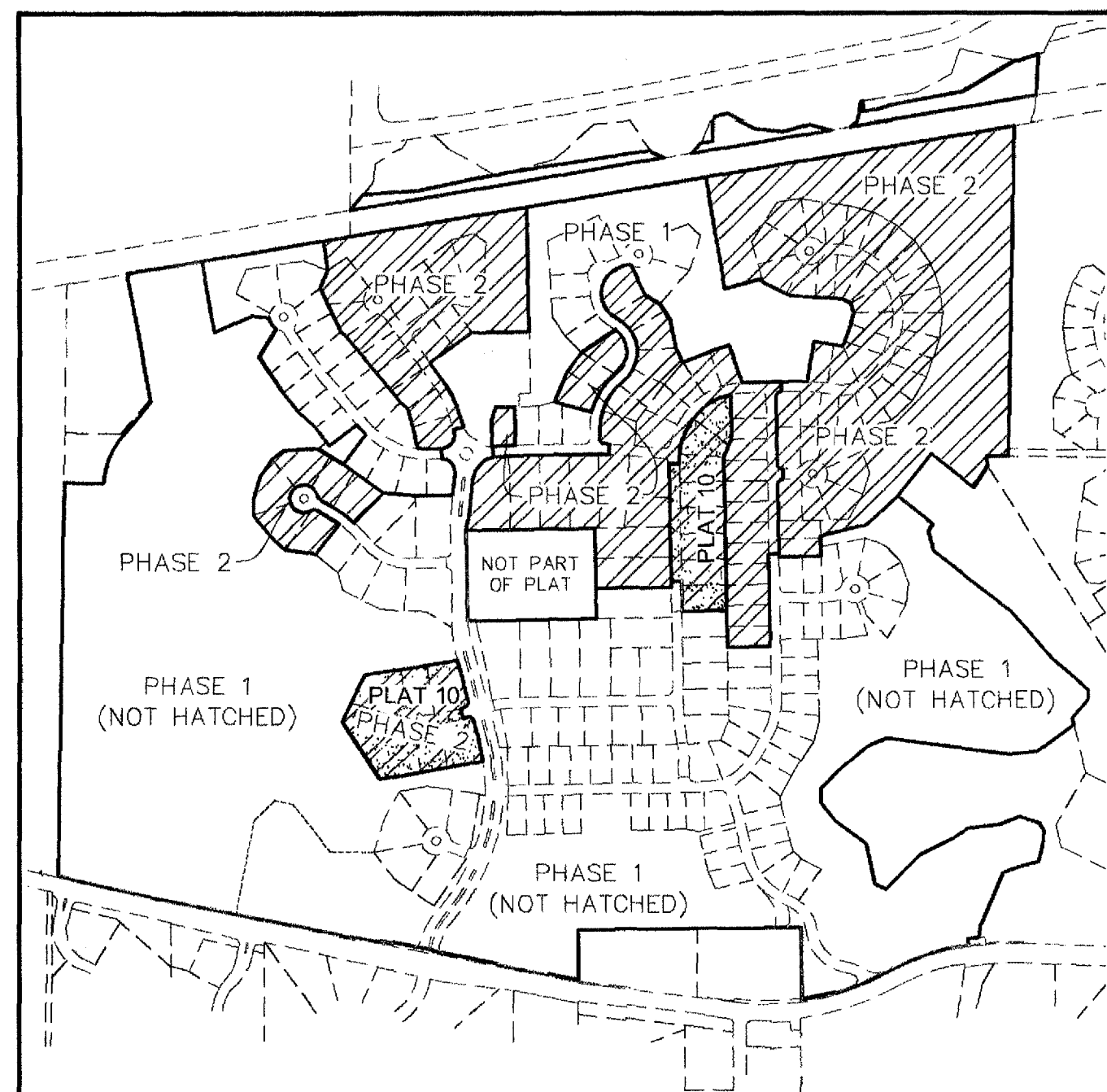
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DRAWN BY:	GFS	MSD P# - 18MSD-00095
CHECKED BY:	JAH	DATE: FEB. 28, 2019
JOB NO.:	14-06-196	FIENUP FARMS PLAT FOUR

14

NOTE: SEE SHEET 3 FOR
CORRESPONDING STATE PLANE
CORNER'S AND ASSOCIATED
REFERENCED LABELS.

LINE TABLE		
LINE #	LENGTH	BEARING
L28	9.95'	S34°01'59"E
L29	51.70'	S67°08'01"E
L30	52.19'	M42°34'37"E
L31	49.14'	N80°53'51"E
L32	92.80'	N00°10'44"E
L33	48.65'	N74°01'27"E
L34	124.98'	S62°30'31"E
L35	107.98'	S83°30'42"E
L36	107.72'	N74°26'01"E
L37	85.58'	S75°14'42"E
L38	33.25'	N50°38'14"E
L39	75.30'	N07°36'07"E
L40	11.29'	N81°00'49"E
L41	39.57'	S00°10'44"W
L42	55.84'	N82°24'32"E
L43	46.72'	N71°02'54"E
L44	11.11'	S78°08'20"E
L45	83.74'	N71°32'34"E



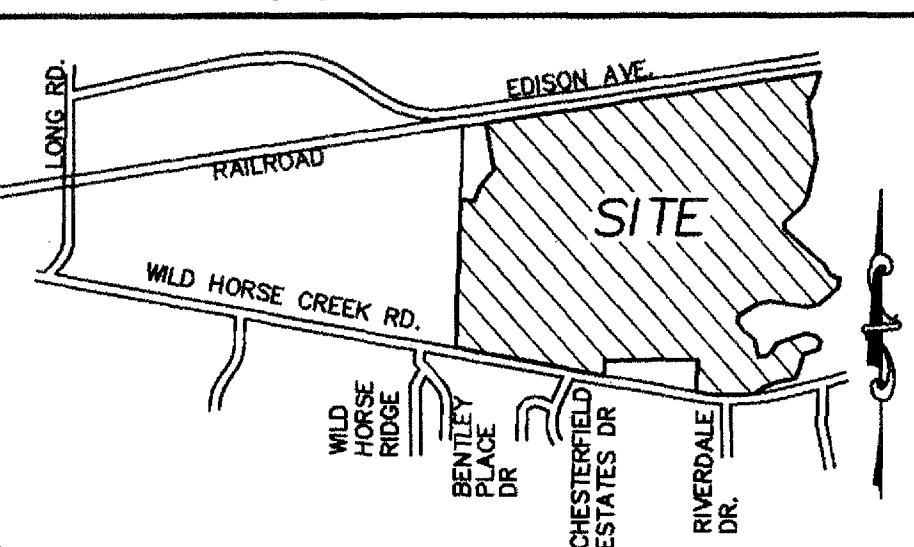
LINE TABLE		
LINE #	LENGTH	BEARING
L16	120.54'	N78°55'20"W
L17	5.00'	S11°04'40"W
L18	5.00'	N11°04'40"E
L19	5.00'	N11°04'40"E
L20	150.00'	N78°55'20"W
L21	5.00'	S11°04'40"W
L22	50.00'	N78°55'20"W
L23	5.00'	S11°04'40"W
L24	100.00'	N78°55'20"W
L25	5.00'	S11°04'40"W
L26	52.58'	N78°55'20"W
L27	5.00'	N00°46'25"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA
C1	5.60'	879.02'	S82°58'14"W	5.60'	000°21'54"
C2	307.57'	854.02'	S72°28'14"W	305.92'	020°38'06"
C3	188.15'	920.37'	S68°00'33"W	187.82'	011°42'45"
C4	131.75'	915.37'	S77°53'43"W	131.63'	008°14'48"

LINE TABLE		
LINE #	LENGTH	BEARING
L1	54.83'	S01°35'57"E
L2	87.39'	S37°24'53"E
L3	163.27'	S31°21'43"E
L4	44.57'	N07°22'17"E
L5	185.44'	N44°28'07"E
L6	72.15'	N54°56'38"E
L7	123.88'	N83°32'31"E
L8	81.25'	N68°43'16"E
L9	80.37'	S72°03'00"E
L10	36.22'	S31°16'48"E
L11	51.83'	S05°05'09"W
L12	36.53'	S83°09'11"W
L13	25.00'	S07°24'43"E
L14	52.12'	S82°09'11"W
L15	5.22'	N00°30'40"E

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LOCATION MAP *N.T.S.*



▲ = PERMANENT MONUMENT
(IN ACCORDANCE WITH MISSOURI STANDARDS)
(5/8" I.R.D W/ ALUMINUM CAP)

● = SEMI-PERMANENT MONUMENT
(IN ACCORDANCE WITH MISSOURI STANDARDS)
(1/2" I.R.D W/ PLASTIC CAP) OR CUT CROSS

□ = FOUND PERMANENT MONUMENT

○ = FOUND SEMI-PERMANENT MONUMENT

FND. = FOUND

P.W.T. = PAVEMENT

T.S.C.L. = TEMPORARY SLOPE AND CONSTRUCTION
LICENSE

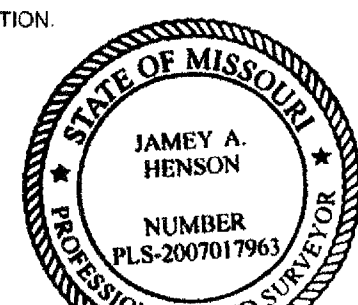
H.O.A. = HOMEOWNERS' ASSOCIATION

523 = ADDRESS
+ = FOUND CROSS
⚓ = FOUND ANCHOR
⊕ = BENCHMARK
C.G. = COMMON GROUND
C.O. = COMMON OPEN SPACE
ESMT. = EASEMENT
BLDG.. = BUILDING
TEMP. = TEMPORARY
S.F. = SQUARE FEET

PUBLIC RIGHT-OF-WAY =
PLAT 10 LIMITS =
PHASE 2 LIMITS =

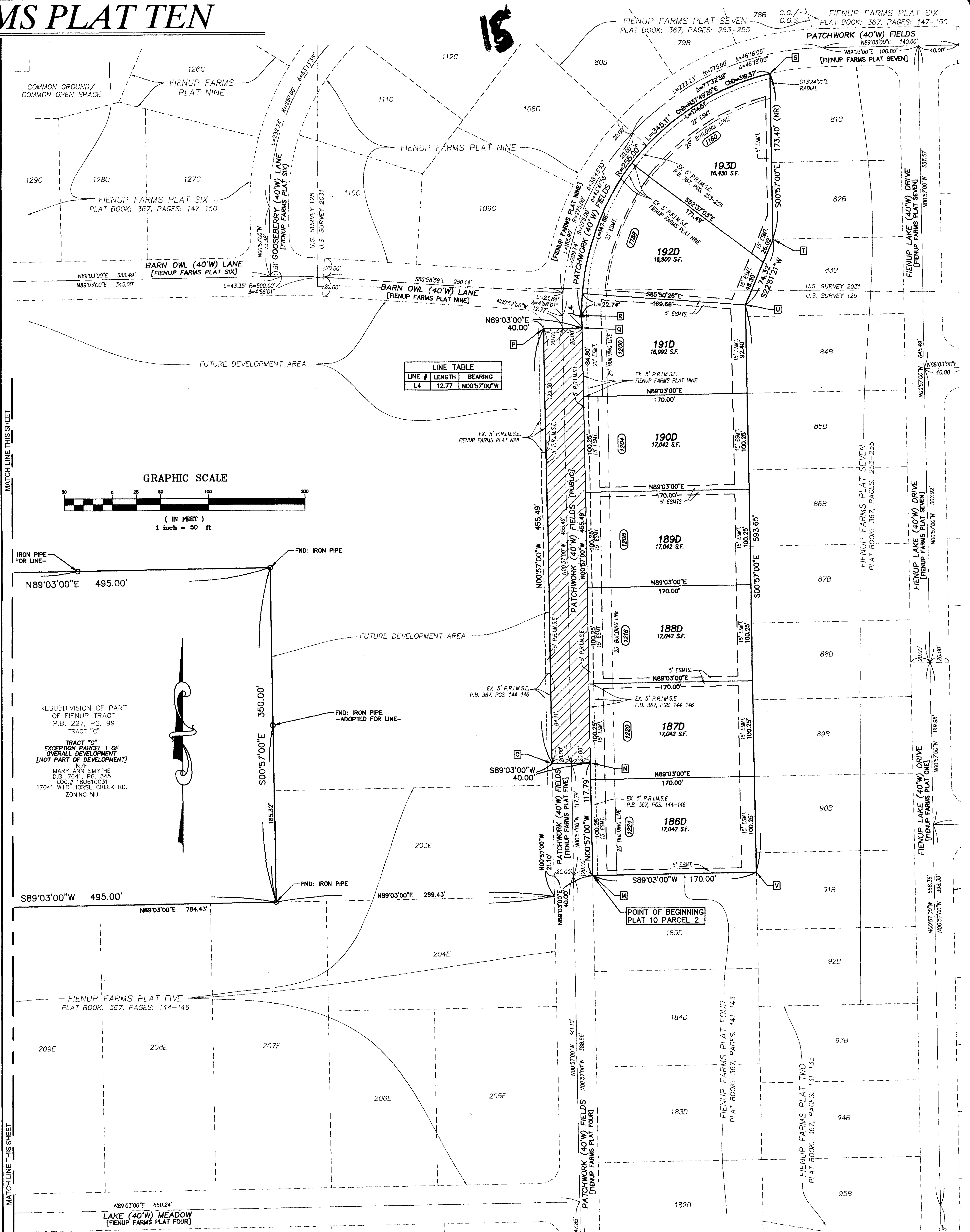
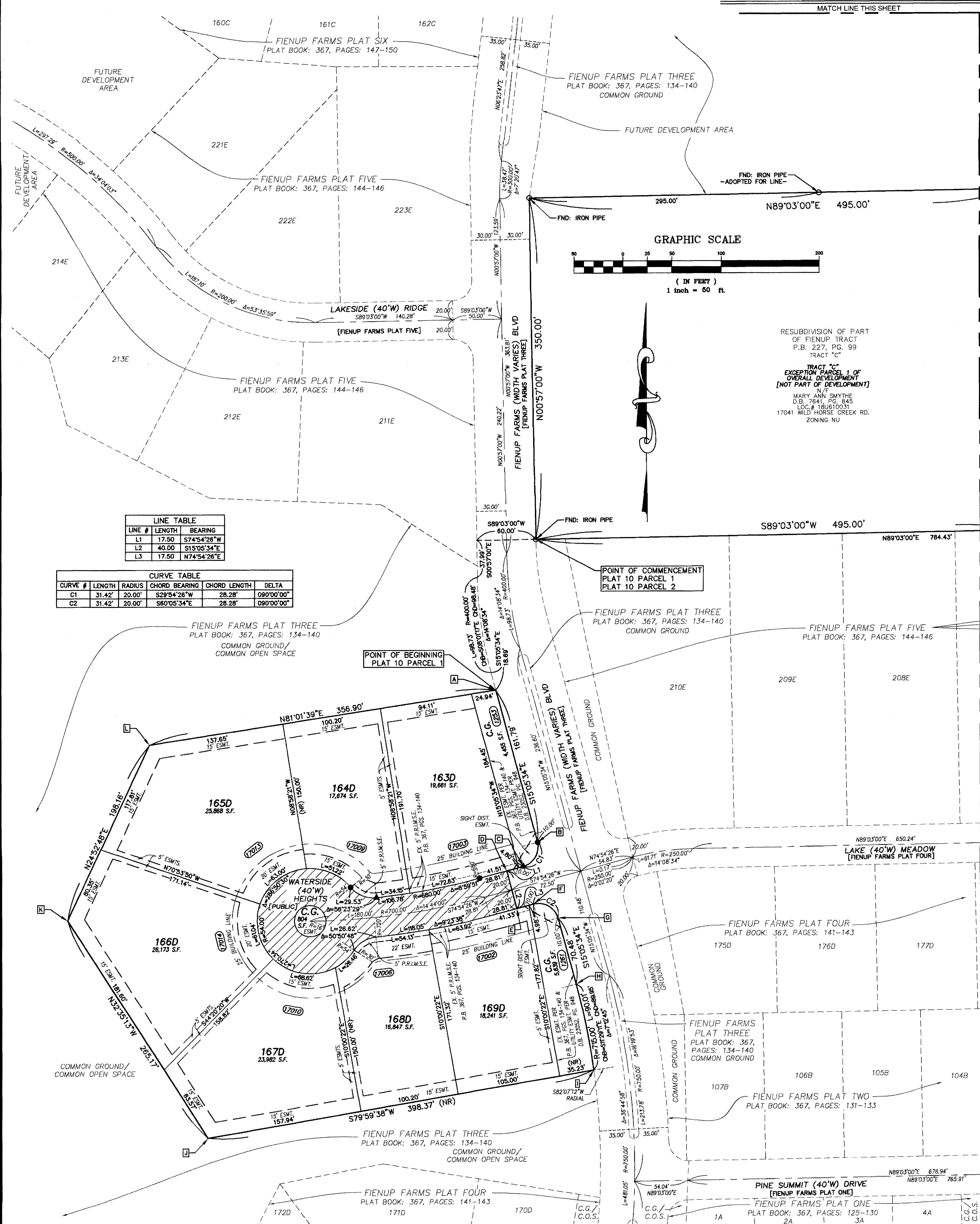
SEE SHEET 1 OF 3 FOR CERTIFICATION

THE STERLING COMPANY
MO REG. 307-D




11-27-19
JAMEY A. HENSON, P.L.S. - VICE PRESIDENT DATE
MO REG. L.S. #2007017963

FIENUP FARMS PLAT TEN



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DRAWN BY: GFS
CHECKED BY: JAH
JOB NO.: 14-06-196

MSD # - MULTIPLE
DATE: OCT. 28, 2019
FIENUP FARMS PLAT TEN

STATE PLANE COORDINATES		STATE PLANE COORDINATES		STATE PLANE COORDINATES	
NORTHING	EASTING	NORTHING	EASTING	NORTHING	EASTING
A 313438.437	241123.482	K 313367.138	240990.366	U 313676.834	241436.626
B 313390.786	241136.139	L 313421.839	241015.961	V 313495.920	241438.008
C 313383.329	241131.815	M 313495.238	241367.201		
D 313381.957	241128.661	N 313531.133	241386.729		
E 313370.176	241129.795	O 313530.973	241374.539		
F 313371.547	241134.949	P 313669.782	241372.711		
G 313367.224	241142.407	Q 313669.943	241384.901		
H 313348.486	241147.929	R 313673.836	241384.850		
I 313319.583	241153.296	S 313750.520	241444.800		
J 313298.896	241033.659	T 313697.677	241445.496		

ABBREVIATION LEGEND:

BLD = BUILDING
C.G. = COMMON GROUND
C.O.S. = COMMON OPEN SPACE
D.B. = DEED BOOK
E.S.M.T. = EXISTING
FND. = FOUND
FND. = FOUND OR FORMERLY
NR. = NON-RADIAL
P.B. = PLAT BOOK
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.W.M. = PAVEMENT
R.D.W. = RIGHT-OF-WAY
RET. = RETAINING
S. = SURVEYED
S.F. = SQUARE FEET
T.S.G.L. = TEMPORARY SLOPE AND CONSTRUCTION LICENSE
W. = WIDTH

SYMBOL LEGEND:

▲ = SET PERMANENT MONUMENT IN ACCORDANCE WITH MISSOURI STANDARDS (SAP 1/2" ROD W/ ALUMINUM CAP)

● = SET SEMI-PERMANENT MONUMENT IN ACCORDANCE WITH MISSOURI STANDARDS (1/2" ROD W/ PLASTIC CAP OR CUT CROSS)

○ = SET PERMANENT MONUMENT IN PREVIOUS PLAT.

⊙ = SET SEMI-PERMANENT MONUMENT IN PREVIOUS PLAT.

⊕ = FOUND PERMANENT MONUMENT

⊖ = FOUND SEMI-PERMANENT MONUMENT

⊗ = FOUND CROSS

⊘ = FOUND ANCHOR

⊙ = BENCHMARK

⊙ = ADDRESS

HATCHING LEGEND:

PUBLIC RIGHT-OF-WAY

SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 3 FOR CERTIFICATION.

THE STERLING COMPANY
MO REG. 307-D

JAMES A. HENSON
NUMBER
PLS-2007017963

JAMES A. HENSON, P.L.S. - VICE PRESIDENT
NO. REG. L.S. #2007017963

SHEET 3 OF 3

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: September 03, 2024

RE: **P.Z. 06-2024 City of Chesterfield (Unified Development Code – Article 2)**: An ordinance amending Article 2 of the Unified Development Code to assign the regulatory role formerly assigned to CHLPC to align with the standard review process within the City of Chesterfield.

Summary

In 2024, the City of Chesterfield City Council voted to disband the Chesterfield Historic and Landmark Preservation Committee (CHLPC). Since the CHLPC is disbanded, it is required to update the City of Chesterfield Unified Development Code Article 2 to remove the regulatory role from CHLPC to other existing groups within the City of Chesterfield. The request is to modify three sections within the Unified Development Code Article 2. Two sections require minor amendments and one section requires a more in-depth amendment.

A Public Hearing was held on August 12, 2024 for this petition; there were no issues raised.

The petition was reviewed by Planning Commission on August 12, 2024. Planning Commission approved this petition, by a vote of 9 to 0.

On August 22, 2024, the petition was brought before the Planning & Public Works Committee. A motion was made to forward the petition to City Council with a recommendation to approve. The motion passed by vote 3-0.

Attachments: Legislation

BILL NO. 3516

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CHESTERFIELD AMENDING SECTION 405.02.040.B, SECTION 405.02.060 AND SECTION 405.02.110 OF THE MUNICIPAL CODE PERTAINING TO LANDMARK AND PRESERVATION AREA (LPA) AND HISTORIC DESIGNATION PROCEDURES.

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

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

WHEREAS, the City of Chesterfield seeks to update the regulations and requirements pertaining Landmark and Preservation Area (LPA) and Historic (H) Designation Procedures; and,

WHEREAS, a Public Hearing was held before the Planning Commission on August 12, 2024; and,

WHEREAS, the Planning Commission recommends approval of the following amendments; and,

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

WHEREAS, the City Council, having considered said request, voted to approve the change to the Unified Development Code Section 405.02.040.B.1.e, Section 405.02.060, and Section 405.02.110.

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.B.1.e.11 of the City of Chesterfield Municipal Code shall be repealed and replaced as follows:

11. Approximate location of any historical artifacts, buildings, or historically significant buildings as identified by the City of Chesterfield or St. Louis County within the boundaries of the property.

Section 2. Section 405.02.060 of the City of Chesterfield Municipal Code shall be repealed and replaced as follows:

Section 405.02.060 **Landmark and Preservation Area (LPA) and Historic (H) Designation Procedures.**

A. Scope of Provisions. Nominations for an LPA or H designation shall be made to the City of Chesterfield and may only be submitted by the owner of record of the nominated property or structure, or by members of the City Council. Nominations shall be submitted to the City Clerk, who will within seven (7) days of receipt mail a notification of intent to nominate to the owner of record of the nominated property. Forms and criteria for nomination will be available at the office of the City Clerk.

B. Criteria For Consideration Of Nomination.

1. The City Council shall, after such investigation as it deems necessary, make a determination as to whether a nominated property, structure, site, area or district meets one (1) or more of the following criteria:

- a. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, County, State or country;
- b. Its overall setting and harmony as a collection of buildings, structures, objects where the overall collection forms a unit;
- c. Its potential to be returned to an accurate historic appearance regardless of alternations or insensitive treatment that can be demonstrated to be reversible;
- d. Its location as a site of a significant local, County, State or country;
- e. Its identification with a person or persons who significantly contributed to the development of the community, County, State or country;
- f. Its embodiment of distinguishing characteristics of an architectural type valuable for the study of a period, type, method of construction, or use of indigenous materials;
- g. Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, County, State or

country;

- h. Its embodiment of design, detailing, materials, or craftsmanship that render it architecturally significant;
- i. Its embodiment of design elements that make it structurally or architecturally innovative;
- j. Its unique location or singular physical characteristic that makes it an established or familiar visual feature of the neighborhood, community or City;
- k. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to, farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance;
- l. Its suitability for preservation or restoration; and
- m. Its potential to yield information important to history and prehistory.

2. Any structure, property, or area that meets one (1) or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration.

- C. Public Hearing On Landmark Preservation Area And Historic Designations. A public hearing shall be held per the requirements of Section 405.02.020 of this Article.
- D. Determination By Planning Commission. Within sixty (60) days following close of the public hearing, the Planning Commission shall make a determination upon the evidence whether the nominated landmark or historic designation does or does not meet the criteria for designation. Such a determination shall be accompanied by a report stating the findings of the Planning Commission concerning the relationship between the criteria for designation of this Article and the nominated LPA or historic designation and all other information required by this Article.
- E. Appeal. Appeals and protests shall be in accordance with Section 405.02.190.
- F. Action By City Council. The City Council may within sixty (60) days after receiving the recommendation that the nominated landmark or historic designation be designated or receiving a written appeal, either reject the recommendation or written appeal by formal resolution or designate the landmark or historic designation by an ordinance. The City Council may hold a public hearing before enacting the resolution or ordinance and a written statement explaining the reasons for the action of the City Council shall accompany the ordinance.

- G. The Designation Ordinance. Upon designation, the landmark or historic designation shall be classified as an LPA, landmark preservation area, or H, historic designation, and the designating ordinance shall prescribe the significant exterior architectural features, the types of construction, alteration, demolition, and removal, other than those requiring a building or demolition permit that should be reviewed for appropriateness, the design guidelines for applying the criteria for review of appropriateness, permitted uses, special uses, height and area regulations, minimum dwelling size, floor area, lot size, sign regulation and parking regulations. The official Zoning Map of the City of Chesterfield shall be amended to show the location of the H, historic designation, or LPA, landmark preservation area.
- H. Interim Control. No municipal zoning authorization shall be issued for alteration, construction, demolition, or removal of a potential landmark or of alteration, construction, demolition, or removal of a potential landmark or of any property or structure identified as a potential historic designation, unless such alteration, removal or demolition is authorized by formal resolution of the City Council as necessary for public health, welfare or safety. In no event shall the delay be more than one hundred eighty (180) days.
- I. Amendment And Rescission Of Designation. Designation may be amended or rescinded upon petition to the City of Chesterfield and compliance with the same procedure and according to the same criteria set forth herein for designation.
- J. Applications For Certificates Of Appropriateness.
1. An application for a certificate of appropriateness must be made prior to applying for a demolition permit or a building permit affecting the exterior architectural appearance of any landmark or any structure within an historic designation, including but not limited to the following:
 - a. Any construction, alteration, or removal requiring a building permit from the City of Chesterfield;
 - b. Any demolition in whole or in part requiring a demolition permit from the City of Chesterfield;
 - c. Any construction, alteration, demolition or removal affecting a significant exterior architectural feature or appearance as specified in the ordinance designating the landmark or historic designation;
 - d. Any construction, alteration or removal involving earth-disturbing activities that might affect archaeological resources;
 - e. Any actions to correct a violation of a minimum maintenance

standard.

2. Applications for a certificate of appropriateness shall include accompanying plans and specifications affecting the exterior architectural appearance of a designated landmark or a property within a designated historic designation, and applications for building and demolition permits shall include plans and specifications for the contemplated use of the property. The Department shall forward applications for building and demolition permits to the Architecture Review Board (ARB). A building or demolition permit shall not be issued until a Certificate of Appropriateness has been issued.

Section 3. Section 405.02.110 D. 1. i of the City of Chesterfield Municipal Code shall be repealed and replaced as follows:

- i. Approximate location of any historical building within the boundary tract, as identified by the St. Louis County Historic Building Commission or the City of Chesterfield.

Section 4. If any section, paragraph, subsection, clause or provision of this Ordinance shall be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as whole, or any part thereof.

Section 4. The City Council, pursuant to the petition filed by the City of Chesterfield, in P.Z. 06-2024, requesting the amendment in Article 2 embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 12th day of August, 2024, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

Section 5. This ordinance and the requirements thereof are exempt from the warning and summons for violations as set out in Section 8 of the City of Chesterfield Unified Development Code.

Section 6. This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2024.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 09 /03/2024

Memorandum

Department of Public Works



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

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

DATE: August 15, 2024

RE: Purchase of Pavement Breaker and Walk Behind Striper

As part of my preparation of the 2025 Budget, I am recommending several capital purchases, including a Skid Steer Pavement Breaker Attachment (Breaker) and a Walk Behind Pavement Line Striper (Striper). Both of these recommendations will replace existing capital assets that have exceeded their service life and are in poor condition. Details of the recommendations, including a photo of the existing asset, are in the attached memoranda from Superintendent of Maintenance David Barley.

Due to the acquisition price of several 2024 capital purchases being under budget, I am projecting Account 001-072-5440 (Machinery and Equipment) will contain an end-of-year balance of \$12,451. Additionally, because the past two winters have been mild, the combination of a full salt dome and an existing purchase order balance with Compass Minerals will allow us to avoid a 2024 salt purchase. Accordingly, I am forecasting an end-of-year balance in Account 001-072-5340 (Salt and Abrasives) of approximately \$250,000.

Due to the ability of the 2024 Street Maintenance Division Budget (072) to accommodate additional purchases, I am recommending that we proceed with the purchase of the Breaker and Striper at this time. If these purchases are approved, they will be removed from the 2025 Budget Submittal. My specific recommendation is as follows:

- 1) **Authorize the purchase of a Skid Steer Breaker Attachment from Clark Equipment Company (dba Bobcat) in the amount of \$9,518.** This purchase will be made through the State of Missouri Cooperative Procurement Program (#CC190249002 / OK-SW-192). Because this is an approved cooperative procurement program it has already been bid and meets the City's procurement requirements.
- 2) **Authorize the purchase of a Walk Behind Pavement Line Striper from the low bidder, Sherman Williams, in the amount of \$11,325.** The three

bids received are included in the attached memorandum from Superintendent of Maintenance David Barley.

- 3) **Authorize the approval of an intra-fund Budget Amendment from Account 001-072-5340 (Salt and Abrasives) to Account 001-072-5440 (Machinery and Equipment) in the amount of \$9,000.** This will ensure Account 001-072-5440 has sufficient funds to accommodate the purchase of both of these capital items.

Approval at this time will allow the use of existing budgeted monies within the Street Maintenance Division to facilitate the purchase of needed capital items with favorable pricing. By making these purchases now we can avoid budgeting for them in 2025. There is no request for the allocation of additional funds from the General Fund – Fund Reserves or anywhere else. These purchases, if approved, would utilize existing budgeted funds within the Street Maintenance Division of the Public Works Department.

Concurrence:



Jeannette Kelly, Director of Finance

Action Recommended

This matter should be forwarded to City Council for approval of the recommended purchases and budget amendment. Should City Council concur with Staff's recommendation, it should authorize the City Administrator to execute a budget amendment and all necessary purchase orders.

I fully support this recommendation and request that this recommendation be forwarded to the PPW for their concurrence, and subsequent recommendation to approve the purchase with existing 2024 budgeted funds by the full City Council.

 **2024-8-15**

Memorandum

Department of Public Works



TO: James A. Eckrich, P.E.
Public Works Director / City Engineer

FROM: David Barley, CPWP-M 
Superintendent of Maintenance Operations

DATE: 08/15/2024

RE: Purchase of a Skid Steer Pavement Breaker Attachment

The current skid steer pavement breaker attachment (S279) is used to break concrete streets for removal and replacement. The unit is a 2020 model, and is in a 5-year replacement cycle. It's being recommended for replacement due to its overall poor condition. Needed repairs include hydraulic hoses replaced, repairs to the frame attachment points, and its poor performance due to internal wear. During the unit's service life, over \$3,500 has been spent on maintenance and repairs.

Total price for the piece of equipment will be \$9,518.

I recommend that we purchase the Skid Steer Pavement Breaker Attachment from Clark Equipment Co. dba Bobcat Company, under the NASPO Construction Equipment Master Agreement OK-SW-192, which has awarded these purchases to Clark Equipment Co. dba Bobcat Company under MO state contract #CC190249002.





Quotation Number: **DK633661**
Quote Sent Date: **Jul 11, 2024**
Expiration Date: **Jul 31, 2024**
Prepared By **David Konieczny**
Phone:
Email: dkonieczny@bobcatofstl.com

Customer
CITY OF CHESTERFIELD 271107
165 PUBLIC WORKS DR
CHESTERFIELD, MO, 63005-1314
Phone: +1 636 532 2698

Contact

Dealer
Bobcat of St. Louis, Valley Park, MO
401 WEST OUTER RD

Item Name	Item Number	Quantity	Price Each	Total
NB160 Nitrogen Breaker with Nail Point	7234536	1	8,558.00	8,558.00
Loader Mounting Frame	7113737	1	1,238.00	1,238.00
Hose Kit - Breakers - Ldr	7114764	1	353.00	353.00

<i>Sourcewell Discount</i>	1	631.00	- 631.00
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Total for NB160 Nitrogen Breaker with Nail Point	9,518.00
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Comment:

*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the NASPO Construction Equipment Master Agreement OK-SW-192.

<https://www.naspovaluepoint.org/portfolio/construction-equipment-2018-2023/clark-equipment-company/>

State and Contract Number Summary:

AK - N2019CE0002
CA - 52000C
IA - OK-SW-192
KS - OK-SW-192
MO - CC190249002
NE - 15336
NM - 90-000-19-00068AA
OK - SW192
RI - OK-SW-192
SD - 17286
UT - PA3043
WI - 505ENT-O22-CONSTREQUIP-03.

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

Quote Total - USD	9,518.00
Sales total before Taxes	9,518.00
Taxes	0.00
Quote Total - USD	9,518.00

*Contact Holder Information: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Clark Equipment Company d/b/a Bobcat Company, P. O. Box 74007382, Chicago, IL 60674-7382

*Questions can be submitted via email to Jesse.Rheault@doosan.com or by phone at: 1-800-965-4232.

Customer acceptance:

Quotation Number:: DK633661

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____

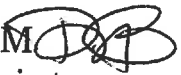
Date: _____ Email: _____ Tax Exempt: Y ☐ / N ☐

Memorandum

Department of Public Works



TO: James A. Eckrich, P.E.
Public Works Director / City Engineer

FROM: David Barley, CPWP-M 
Superintendent of Maintenance Operations

DATE: 08/15/2024

RE: Purchase of Walk Behind Pavement Line Striper

The current walk behind pavement line striper (S270) is used to paint crosswalks, railroad crossings, and any small pavement or parking lot striping projects that are needed. The unit is a 2002 model and is in overall poor condition, it's being recommended for replacement due to leaking, clogging, spraying, and mobility issues. During the unit's service life, \$2,141 has been spent on maintenance and repairs.

Three price quotes were attained for a Graco LineLazer Sprayer V-3900, the results are as follows:

PPG - \$12,995
Sherwin Williams - \$11,325
Crafco - \$12,441

I recommend that the City of Chesterfield purchase the Walk Behind Pavement Line Striper from the low bidder, Sherwin Williams for the total cost of \$11,325.



PHONE QUOTATION

Department Public Works **Item** Graco LineLazer Sprayer V 3900

Description of item (s): Paint sprayer for spraying crosswalks, etc.

	<u>Vendor</u>	<u>Company Representative</u>	<u>Date Delivery Promised</u>	<u>Unit Price</u>	<u>Terms</u>	<u>Total Price</u>
1.	PPG	Charles Schmidt		\$12,995	Net 30 Shipping – No Freight	\$ 12,995
2.	Sherwin Williams	Daniel Jaeger		\$11,325	Net 30 Shipping -No Freight	\$ 11,325
3.	Crafco	Dave Kasprzyk		\$12,441	Net 30 Shipping – No Freight	\$12,441
4.						

Recommended vendor: Sherwin Williams

Reason: Lowest price ☒ Best Terms/Delivery ☐ Quality ☐ Other ☐

If less than three bids are obtained, check one of the following reasons:

Emergency Purchase ☐ Proprietary Item ☐ Sole Source ☐

State Purchase Contract ☐ Matches Existing Equipment ☐ Other ☐

Signature of person taking quotes Ben Hofmeister **Date** August 12, 2024



City of Chesterfield

Attn: Ben Hofmeister

Project Name: Line Lazer quote

Date: 7-29-24

Quoted By: Charlie Schmidt

<u>Product Description</u>	<u>Part No.</u>	<u>Price</u>	
Line Lazer V 3900 17H453	GRA32000	\$11,995.00	
Line Lazer V 3900 17U804	GRAX9631	\$12,995.00	
Line Lazer V3900 17U805	GRAX9630	\$13295.00	
Graco Bead Dispenser 277064	277064	\$1249.00	
Graco Line Lazer Guide 17T541	17T541	\$1969.00	

Thank you. I appreciate the opportunity to provide you with pricing on our products for this project.
Do not hesitate to contact me with any questions you may have.



ACCOUNT # 1904-0960-7
Graco LineLazer equipment
QUOTE # 7409630
VALID FROM: JUL 29, 2024 - JUL 29, 2024

PROJECT: Graco LineLazer equipment

Purchase Type: Annual Purchase

Description	Sales #	Rex #	Qty	Price	Extended Price
LLV3900HP 2AUTOGUNS	100664838	100664838-EACH	1	\$10,822.00	\$10,822.00
LLV3900HPAM WLG2000	101581544	101581544-EACH	1	\$11,325.00	\$11,325.00
2GUN BEAD DISPENSER	9975152	.09975152-EACH	1	\$1,233.00	\$1,233.00
LASER GUIDE	101561413	101561413-EACH	1	\$1,930.00	\$1,930.00

Total Price: \$25,310.00*

We thank you for consideration of Sherwin-Williams products and look forward to supplying these products to you.

NOTICE: Please take notice that the quotation set forth above is not a contract and is subject to and conditioned upon approval by Sherwin-Williams. In the event such approval is not obtained, you will be provided with a revised quotation and the quotation set forth above shall be null, void and of no force or effect. The pricing and recommendations detailed in this proposal represent confidential information provided by Sherwin-Williams. We request that it not to be copied or shared with others outside your firm. Please refer to product data pages for surface prep, mixing and application instructions.

Square footage amounts were estimated or given. Coverage of materials are estimated and actual coverages may differ. These guidelines should not be used as absolutes. Sherwin-Williams cannot assume responsibility for job site conditions.

The purchase of the products set forth in this price quote is subject to The Sherwin-Williams Company Terms and Conditions of Sale, which are incorporated in full by this reference and are available at <https://www.sherwin-williams.com/terms-and-conditions>. Sherwin-Williams limits acceptance of the price quote to these Terms and Conditions of Sale, and objects to any different terms in any purchase order, issuance of which indicates purchaser's acceptance of such Terms and Conditions of Sale.



6165 W. Detroit St.
Chandler, AZ 85226
(602) 276-0406 (800) 528-8242
FAX: (480) 940-0313

QUOTE

BBBQ67349

Date Quoted 7/31/2024

EXPIRATION DATE 8/30/2024

*Due to extreme market volatility of raw materials, quotes are reviewed and revised after 30 days.
Products ordered for shipment after the expiration date on this quote will be adjusted to the price in
the quote valid at the time of the shipment.*

Quote To: Account Code: 920515

Ship To: Account Code 920515

CITY OF CHESTERFIELD MO

CITY OF CHESTERFIELD MO

BEN HOFMEISTER

690 CHESTERFIELD PKWY WEST
CHESTERFIELD, MO 63017
US

690 CHESTERFIELD PKWY WEST
CHESTERFIELD, MO 63017
US

Mobile:

Phone: 636-812-9613

Fax:

BEN HOFMEISTER

Email: BHOFMEISTER@CHESTERFIELD.MO.US

636-812-9613

BHOFMEISTER@CHESTERFIELD.MO.US

Project Title: City of Chesterfield - Graco Sprayer Quote With Options/ Custom Stencil

Bid Date:

Terms: NET 30

Bid Number:

F.O.B.: PPA- Delivered; freight includ

Project Start Date:

Ship Via: Truck/Common Carrier

Ship Before: 8/30/2024

Sales Group:

Quote Effective Dates: 8/1/2024 TO 8/30/2024

Quoted By: Dave Kasprzyk

Sales Office: 256- Dave Kasprzyk

Estimated Time to Ship After Receipt of Order: Quoted at time of order

Customer: CITY OF CHESTERFIELD MO

Quote Number BBBQ67349

Project Title: City of Chesterfield - Graco Sprayer Quote With

Date 07-31-24

**SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE
ADDED TO YOUR ORDER**

Part #	Description	Unit	Qty.	Quote Price	Ext. Price
17H453	LineLazer V 3900 HP Automatic Series - Two Guns Automatic	EA	1	\$11,927.0000	\$11,927.0000
17U804	LineLazer V 3900 HP Automatic Series - Two Guns, One Automatic, One Mechanical and NEW LazerGuide™2000	EA	1	\$12,441.0000	\$12,441.0000
93032G-M002	Laser-Guided Layout System LINELAZER V3900 2 GUN W/GUIDE(17U805)	EA	1	\$13,091.0000	\$13,091.0000
GR400040-M002	BEAD DISPENSER 2 6" GUN (277064)	EA	1	\$1,320.0000	\$1,320.0000
STENCIL - Heavy Duty	36"h x 24"w 12" Space (3 per Sheet) Shark Tooth Triangle	ea	1	\$85.4500	\$85.4500

Due to extreme market volatility, all prices and availability are subject to change without notice, all quotes to be confirmed at time of order and subject to inventory status.

COMMENTS:

Thank you for the opportunity to serve you!

Price includes setup and delivery of Graco Equipment.

Please call for delivery time ARO.

A valid tax letter at the time of order is required or sales tax will be added.

08/01/24 08:30:35

We value your business.

Page 1 of 2

1 of 2

FINANCE AND ADMINISTRATION COMMITTEE

Chair: Councilmember Barb McGuinness

Vice-Chair: Councilmember Michael Moore

There are no Finance and Administration Committee items scheduled for tonight's meeting.

NEXT MEETING

The next Finance and Administration Committee Meeting has not yet been scheduled.

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

PARKS, RECREATION AND ARTS COMMITTEE

Chair: Councilmember Budoor

Vice Chair: Councilmember Monachella

There are no Parks, Recreation and Arts Committee items scheduled for tonight's meeting.

NEXT MEETING

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

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

PUBLIC HEALTH AND SAFETY COMMITTEE

Chair: Councilmember Aaron Wahl

Vice Chair: Councilmember Merrell Hansen

- A. Use of forfeitures – Training Program** – Request to use forfeiture funds for a leadership training and development program for one of the Police Captains. **(Roll Call Vote) Public Health and Safety Committee recommends approval.**
- B. Use of forfeitures – Vehicle Purchase** – Request to use forfeiture funds to purchase a new utility task vehicle (UTV) to replace the 15-year-old vehicle currently in use. The vehicle is primarily used for levee patrol functions and special events. **(Roll Call Vote) Public Health and Safety Committee recommends approval.**
- C. Use of forfeitures – Vehicle Purchase** – Request to use forfeiture funds to replace two fleet vehicles that were previously lost in crashes. **(Roll Call Vote) Public Health and Safety Committee recommends approval.**
- D. Use of forfeitures – Equipment Purchase** – Request to purchase an in-car video system to equip an additional vehicle. **(Roll Call Vote) Public Health and Safety Committee recommends approval.**
- E. Next Meeting – not yet scheduled**

NEXT MEETING

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

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

MINUTES
PUBLIC HEALTH & SAFETY COMMITTEE
AUGUST 26, 2024

1. The meeting was called to order at 4:04PM by Chairperson Aaron Wahl.
2. Roll Call

Councilmember Aaron Wahl, Ward II, Chairperson, Councilmember Barbara McGuinness, Ward I, Councilmember Merrell Hansen, Ward IV, Councilmember Mary Ann Mastorakos, Ward II, City Administrator Mike Geisel, and Chief Cheryl Funkhouser. Councilperson Michael Moore, Ward III was absent.

3. Approval of Minutes

Councilmember McGuinness motioned and Councilmember Hansen seconded to approve the minutes of the July 1, 2024 meeting. The motion carried 3-0.

Councilmember McGuinness motioned and Councilmember Hansen seconded to change the order of the agenda. The motion carried 3-0 and the meeting commenced with item #5.

5. Use of forfeiture funds – Training Program

Chief Funkhouser informed the Board members of an opportunity to send a Police Captain to a leadership training and development program sponsored by Northwestern University which will be held in Maryland Heights. The 10-week program will be split into two 5-week sessions. The cost of the full program is \$4,600.00 and Chief Funkhouser suggested that this be paid from forfeiture funds.

Councilmember McGuinness asked about the budget impact on this expense. Chief Funkhouser explained that there would be no budget impact because forfeiture funds are not part of the City budget but funds given to the police department for their participation in a federal investigation program which provided the police department with approximately \$300,000.00 this year. Forfeiture funds have very distinct rules governing the use of the funds and this training program is an approved use.

Councilmember McGuinness motioned and Councilmember Hansen seconded to move this item to City Council with a recommendation for approval. The motion passed 3-0.

6. Use of forfeiture funds – Utility Vehicle Purchase

Chief Funkhouser requested approval for the purchase of a new Utility Task Vehicle (UTV). The purchase will utilize forfeiture funds with no impact to the City budget. The current UTV in use is 15 years old and has become unreliable and will require costly repair and maintenance work.

Councilmember McGuiness asked if the current UTV type vehicles utilized by the Parks Department and the Public Works Department could be shared with the Police Department and thereby not require a new vehicle. Mr. Geisel answered this question and noted that the other vehicles are both utilized by those departments each day and would not be available to share. Chief Funkhouser also noted that the UTV is utilized by the police department officers and the Police Volunteers to assist citizens in need as they use the trail system and it would be utilized frequently to provide patrol activities at the CVAC and other community events.

The cost of the vehicle would be \$12,085.47.

Councilmember McGuiness motioned and Councilmember Hansen seconded to move this item to City Council with a recommendation for approval. The motion passed 3-0.

7. Use of forfeiture funds – Vehicle Purchase

Chief Funkhouser requested approval for utilization of forfeiture funds for the purchase of two (2) police vehicles that were involved in crashes within this past year.

Councilmember Hansen motioned and Councilmember McGuiness seconded to move this item to City Council with a recommendation for approval. The motion passed 3-0.

8. Use of forfeiture funds – Equipment Purchase

Chief Funkhouser requested approval to purchase an additional mobile video system for a police patrol fleet vehicle that had not previously been equipped with one. After discussion noting the importance of the mobile video system for police vehicles, Councilmember Hansen motioned and Councilmember McGuiness seconded to move this item to City Council with a recommendation for approval. The motion passed 3-0.

9. Police Department – Information on Reorganization

Chief Funkhouser informed the Committee of her intent to change the organization of the Police Department. This change would create the position of Assistant Police Chief and would not add any personnel to the Department. One of the Captains would be eligible for the position. This position would delineate that the individual is the person to provide immediate assistance in the absence of the Chief of Police. This position will be within the Department's existing pay structure to allow for the promotion of an employee to the new role. It will reduce the number of Police Captains to two captains. Mr. Geisel voiced his approval and noted it is a good development program

This item requires no action by the Committee and will be noted as received and filed.

Councilmember McGuiness motioned and Councilmember Hansen seconded to approve this item. The motion passed 3-0. No other action required.

Regular agenda resumed.

4. Community Awareness Program

City Administrator Geisel presented a proposed plan to develop an event or program that would express the City's support for City operations.

Originally, Councilmember McGuinness requested small yard signs be available for citizens to place in their yards to recognize police officers, or other department groups.

Discussion followed noting possible activities/events, the addition of department specific banners on the parkway, and opportunities for all staff and Council members to socialize. These would highlight conscious efforts to collaborate and teamwork.

After discussion no new programs were approved but the Committee directed staff create an all-employee recognition concept to highlight functional groups and encourage employees to interact and engage with each other. This also would encourage Councilmember members and executive to interact and promote community awareness.

This item will be an agenda item at the next meeting.

10. Other

Councilmember Hansen voiced that she was very impressed by the recent Backstopalooza concert this past weekend.

11. Next Meeting

No meeting date was set at this time.

12. The meeting adjourned at 5:40 PM



Chesterfield Police

Memorandum



Date: June 26, 2024

To: Michael Geisel, City Administrator

From: Chief Cheryl Funkhouser *Cheryl Funkhouser*

RE: Request to spend forfeiture funds

The purpose of this memorandum is to request permission to spend forfeiture funds for a training opportunity taking place in 2025.

Beginning in January of 2025, the Maryland Heights Police Department will sponsor a 10- week training session titled "School of Police Staff and Command" being presented by the Northwestern University Center for Public Safety. The course would consist of a two-part training program, broken into two separate five-week sessions that will be held locally at the Maryland Heights Community Center in Maryland Heights. The cost for the training session is \$ 4600.00 total. I have included a training announcement that contains additional information about the program.

Northwestern University, located in Evanston, Illinois initially opened their Center for Public Safety in 1936 as the Traffic Safety Institute and quickly established itself as the premier law enforcement training center in the United States. Since its establishment, the Institute expanded their public safety training offerings and eventually evolved into the Center for Public Safety. They began offering the School of Police and Command Staff training program in 1983, and have since trained thousands of police leaders throughout the country through the Police and Command Staff, Supervision of Police Personnel and Executive Management training programs. Their law enforcement training programs are still considered to be some of the most valuable and sought after training opportunities in the United States. Traditionally, local law enforcement agencies have had to incur not only the registration fees, but also travel, lodging and meal expenses in order to send staff members to this valuable training. This made the training cost-prohibitive to many area agencies. However, due to the training program being hosted by Maryland Heights, presented by the instructors from the Center for Public Safety, we have the opportunity to send a staff member to the training at a significantly lower cost to our City.

I am requesting to use forfeiture funds to send Captain Teresa Koebbe to this training session. As a newly promoted Police Captain, with comparatively fewer years of supervisory experience than her counterparts, I think this would be a valuable training opportunity to aid in her leadership and management development. If approved, I will work with Finance Director Jeannette Kelly to coordinate the payment of the registration cost.

Approved: *Mike Geisel*

Mike Geisel, City Administrator

Concurrence: *Jeannette Kelly*

Jeannette Kelly, Director of Finance

I concur and request that you forward to the PH&S Committee for their review and recommendation to the full City Council. Good use of forfeiture funds.

Mike Geisel 2024-8-15

PREPARE TO LEAD

40

SCHOOL OF POLICE STAFF & COMMAND

1983 2023

Northwestern Center for Public Safety

School of Police Staff & Command

Expand your management and leadership expertise for success in senior law enforcement positions.

CURRICULUM:

- Budgeting
- Contemporary Policing
- Decision Making and Problem Solving
- Employee Relations
- Evaluating Products and Services
- Executive Image
- Grant Writing
- Human Resources
- Leadership and Management
- Media Relations
- Organizational Behavior
- Planning and Policies
- Project Management
- Resource Allocation
- Statistics
- More!

The School of Police Staff & Command (SPSC) is the unmatched management program for preparing experienced law enforcement professionals for success in senior positions.

For more than 40 years, law enforcement organizations throughout the U.S. and around the globe have recognized SPSC's significant impact on their organizations. The program's unparalleled academic curriculum focuses on the management topics required for successful leadership in today's environment. Students who complete SPSC are better prepared to:

- Think globally rather than remain task-oriented;
- Deliver services effectively and efficiently;
- Analyze the environment;
- Mitigate legal exposure; and,
- Develop systems of accountability.

Adjunct instructors and guest lecturers, all experts in their fields, enhance the learning experience with an innovative mix of academic principles and practical applications, blending instruction in concepts and strategies with the how-to of implementing those lessons and leading in situations where the problems are real and agency outcomes are critical.

Course activities encourage class members to learn from each other's experiences, build relationships, and develop networks that will last long after the course has ended.

PREREQUISITES

2 years of supervisory experience

NORTHWESTERN UNIVERSITY CREDIT

6 units

Register Now!

MARYLAND HEIGHTS, MO
Jan. 27 - Apr. 11, 2025

(Schedule: 5 weeks in session, 1 week off, 5 weeks on)

TO REGISTER, VISIT
nucps.northwestern.edu/reg4spsc

TUITION
\$4600 per person

COURSE LOCATION:
Maryland Heights
Community Center
2300 McKelvey Rd.
Maryland Heights, MO 63043

LEARN MORE ABOUT SPSC
Scan the below QR code or visit
nucps.northwestern.edu/spsc



COURSE SPONSOR:
Maryland Heights Police Dept.

Northwestern | CENTER FOR PUBLIC SAFETY
nucps.northwestern.edu



Chesterfield Police Memorandum



Date: August 14, 2024

To: Michael Geisel, City Administrator

From: Chief Cheryl Funkhouser

RE: Purchase of replacement Utility Task Vehicle

The purpose of this memo is to request permission to use forfeiture funds to replace a department owned Utility Task Vehicle (UTV). The UTV currently in use is 15 years old, has reached its useful life, has become unreliable, and will require costly repair and maintenance work.

The UTV is used by our Police Officers and Police Volunteers to provide safety patrols of the levee trail system to assist citizens in need as they use the trail system. It is also frequently used to provide Park patrol activities at the CVAC and at other community events.

If approved, we intend to purchase a new UTV through Sydenstricker Nobbe in St. Charles, a vendor on the Missouri State Department of Purchasing's procurement list of approved vendors. This vendor is also the one that has been used by our Parks Department to supply similar vehicles to them and they report receiving good customer service from them.

I've attached a quote we received from Sydenstricker Nobbe for the purchase of the UTV. The amount of the purchase would be \$ 12,085.47.

Please contact me if you have any questions or need any additional information.

Approved: 
Mike Geisel, City Administrator

Concurrence: 
Jeannette Kelly, Director of Finance

I concur with the recommendation and request that you forward to the PH&S Committee for their recommendation to the full City Council. Use of forfeiture funds are restricted to these sorts of purchases that are not otherwise funded in our annual budget.

 2024-8-15



JOHN DEERE

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- ☐ 2000 John Deere Run
Cary, NC 27513

- ☐ Signature on all LOIs and POs with a signature line

- ☐ Contract name or number; or JD Quote ID

- ☐ Sold to street address

- ☐ Ship to street address (no PO box)

- ☐ Bill to contact name and phone number

- ☐ Bill to address

- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

- ☐ Membership number if required by the contract

For any questions, please contact:

Paul Engbert

Sydenstricker Nobbe Partners
3575 Veterans Memorial Pkwy
St Charles, MO 63303

Tel: 636-493-0288

Fax: 636-493-1340

Email: pengbert@snpartners.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Sydenstricker Nobbe Partners
3575 Veterans Memorial Pkwy
St Charles, MO 63303
636-493-0288
sales@snpartners.com

Quote Summary

Prepared For:

CITY OF CHESTERFIELD PARKS AND RECREATION
17891 N OUTER FORTY ROAD
CHESTERFIELD, MO 63005
Business: 636-537-4000
AMOORE@CHESTERFIELD.MO.US

Delivering Dealer:

Sydenstricker Nobbe Partners
Paul Engbert
3575 Veterans Memorial Pkwy
St Charles, MO 63303
Phone: 636-493-0288
pengbert@snpartners.com

Capt. Teresa Koebbe DSN 276
Division of Special Operations
Chesterfield Police Department
(636) 537-3000
tkoebbe@chesterfield.mo.us

Quote ID: 31071088
Created On: 31 May 2024
Last Modified On: 31 May 2024
Expiration Date: 30 June 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE GATOR™ TX (Model Year 2024)	\$ 14,560.81	\$ 12,085.47 X	1 =	\$ 12,085.47
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)				
Price Effective Date: May 30, 2024				
Equipment Total				\$ 12,085.47

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 12,085.47
Trade In	
SubTotal	\$ 12,085.47
Est. Service Agreement Tax	\$ 0.00
Total	\$ 12,085.47
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 12,085.47

Salesperson : X _____

Accepted By : X _____

Confidential

**JOHN DEERE**

Selling Equipment



Quote Id: 31071088

Customer Name: CITY OF CHESTERFIELD PARKS AND RECREATION

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:Sydenstricker Nobbe Partners
3575 Veterans Memorial Pkwy
St Charles, MO 63303
636-493-0288
sales@snpartners.com**JOHN DEERE GATOR™ TX (Model Year 2024)**

Hours:

Stock Number:

Contract: Sourcewell Grounds Maintenance 031121-DAC
(PG NB CG 70)

Price Effective Date: May 30, 2024

Suggested List *

\$ 14,560.81

Selling Price *

\$ 12,085.47

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
56A6M	GATOR™ TX (Model Year 2024)	1	\$ 10,949.00	17.00	\$ 1,861.33	\$ 9,087.67	\$ 9,087.67
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build to Order	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
1015	Turf Tires	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
2016	Non Adjustable Seat	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
3003	Deluxe Cargo Box with Brake and Taillights and Spray-On Liner	1	\$ 573.00	17.00	\$ 97.41	\$ 475.59	\$ 475.59
3100	Cargo Box Manual Lift	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
4099	Less Front Protection Package	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 573.00		\$ 97.41	\$ 475.59	\$ 475.59
Dealer Attachments/Non-Contract/Open Market							
BM21466	Windscreen	1	\$ 404.46	17.00	\$ 68.76	\$ 335.70	\$ 335.70
BM23203	Occupant Protective Structure with Canopy	1	\$ 2,501.66	17.00	\$ 425.28	\$ 2,076.38	\$ 2,076.38
BM23193	Horn kit	1	\$ 132.69	17.00	\$ 22.56	\$ 110.13	\$ 110.13
Dealer Attachments Total			\$ 3,038.81		\$ 516.60	\$ 2,522.21	\$ 2,522.21
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 14,560.81		\$ 2,475.34	\$ 12,085.47	\$ 12,085.47

Confidential



Chesterfield Police Memorandum



Date: August 14, 2024

To: Michael Geisel, City Administrator

From: Chief Cheryl Funkhouser *Chief Funkhouser*

RE: Purchase of replacement police vehicles

The purpose of this memo is to request permission to use forfeiture funds to replace two police vehicles that were involved in crashes within the last year. One of the vehicles has already been deemed unrepairable. We anticipate the other will also be deemed unrepairable, due to the extent of the damage to the vehicle. If information from the insurance company is received to the contrary, I will modify my request.

If approved, we intend to purchase the vehicles through Landmark Dodge, a vendor on the Missouri State Department of Purchasing's procurement list of approved vendors. Landmark is the same vendor that provided our most recently purchased fleet vehicles.

I've attached a quote received from Landmark Dodge for the purchase of the vehicles. It lists a "per vehicle" price, so the total amount of purchase for two vehicles would be \$ 81,382.00.

Of note: Landmark currently only has three vehicles in stock that would meet our specifications. Therefore, I find it necessary to work expeditiously to process this request. However, I would not place any order for the vehicles until after receiving the appropriate information from our insurance company and approval to purchase through the appropriate City process.

Please contact me if you have any questions or need any additional information.

Approved: *Mike Geisel*
Mike Geisel, City Administrator

Concurrence: *J Kelly*
Jeannette Kelly, Director of Finance

I concur with this recommendation and due to the long lead time associated with vehicle acquisition and changeover, it is critically important to order these vehicles as soon as practicable. This is a valid use of forfeiture funds.

Mike Geisel 2024-8-15

F3654

36-D					FCA US LLC INVOICE	
PLANT	ZONE	DEALER	VEHICLE ID NUMBER	INVOICE NO.	INVOICE DT.	
JEFFERSON	74	44378	1C4RDJFG9RC198112	R-WDE-59757541	06/19/24	
SHIP LANDMARK DODGE CHRYSLER JEEP						
TO: 1900 S NOLAND RD				IGN KEY		
INDEPENDENCE			MO 64055-	TRK KEY		
				ACC KEY		
SOLD LANDMARK DODGE CHRYSLER JEEP					4012-01-6R19	
TO: 1900 S NOLAND RD						
INDEPENDENCE			MO 64055-			
PAID FOR BY: ALLY				SHIPPING WT. 4788		
CREDIT SALE			XX CASH SALE	SAE HP. 34.3		
				631-072404-81		
BODY & EQUIP.	DESCRIPTION			FACTORY WHOLESALE PRICE		

WDEE75 DODGE DURANGO PURSUIT VEHICLE AWD
PW7 White Knuckle Clear Coat
A7X9 Cloth Bucket Seats W/Rear Vinyl ✓
CUF Full Length Floor Console ✓
CW6 Deactivate Rear Doors/Windows ✓
DFT 8-Spd Auto 850RE Trans (Make)
ERC 3.6L V6 24V VVT Engine Upg I w/ESS
GXF Entire Fleet Alike Key (FREQ 1) ✓
LNF Black Left LED Spot Lamp ✓

2BZ Customer Preferred Package 2BZ
2SQ FCA Fleet Powertrain Care
2TZ Customer Preferred Package 2TZ
3AH Price Protection - Code H
4DH Prepaid Holdback
4EA Sold Vehicle
4ES Delivery Allowance Credit
4FA Special Bid-Ineligible For Incentive
4FT Fleet Sales Order
4KA Special Bid Handling
TB4140 NN
ADV PAYMENT OF YEAREND ALLOWANCE
217 DESTINATION CHARGE
DIVERTED FROM 74-44378
PER DIVERSION NOTICE 4-170-1606
BUSINESS

MDH # 032822
USE DEALERCONNECT TO OBTAIN KEY INFORMATION

40.65400
GAS 37.00

THANKS 4069100

MSRP RETAIL TOTAL	46,250.00	TOTAL
		ORIGINAL INVOICE
THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE THE UNITED STATES.		



Chesterfield Police Memorandum



Date: August 14, 2024

To: Michael Geisel, City Administrator

From: Chief Cheryl Funkhouser *Chief Funkhouser*

RE: Purchase of mobile video system

The purpose of this memo is to request permission to use forfeiture funds to purchase an additional mobile video system for a police patrol fleet vehicle that had not previously been equipped with one.

If approved, we intend to purchase the mobile video system through Utility; our current mobile video and body worn camera provider.

I've attached a quote we received from Utility for the purchase of the mobile video system. The amount of the purchase would be \$ \$9,149.40.

Please contact me if you have any questions or need any additional information.

Approved: _____

Mike Geisel
Mike Geisel, City Administrator

Concurrence: _____

J Kelly
Jeannette Kelly, Director of Finance

I concur with this recommendation and request that you forward to the PH&S Committee for their consideration and recommendation to the full City Council. The forfeiture funds are restricted to procure items that were not otherwise funded in the annual budget.

Mike Geisel

2024-8-15

UTILITY.

Quote

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
United States

Customer
Date
Sales Quote#
Expires
Sales Rep
PO#
Terms

Chesterfield MO Police
8/1/2024
134381
1/24/2025
Brian Churchill
Net 30

Bill To

Mike Ruffel
mpousson@chesterfield.mo.us
690 Chesterfield Parkway West
Chesterfield MO 63017
United States

Ship To

Matt Pousson
Chesterfield MO Police
690 Chesterfield Parkway West
Chesterfield MO 63017
United States

Item	Description	Quantity	Price Each	Amount
ICV-H/S-4	In-car Video System with Rocket High Speed Mobile Data Communications Hub, Battery Backup, OBD II, POLARIS SaaS, Warranty, and 24/7 Technical Support, Training - 4 Years	1		\$10,739.00
Third Party / Customer Installation	Installation will be conducted via certified up-fitter / Customer at the Department's expense.			
Shipping (ARM)	Shipping	1	\$25.00	\$25.00
Signature Line	Signature: _____			
	Name: _____			
	Date: _____			
	PO: _____			

Subtotal	\$10,764.00
Discount	(\$1,614.60)
Subtotal	\$9,149.40
Sales Tax (%)	\$0.00
Total	\$9,149.40

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

A. City Council Meeting Schedule – Wednesday, September 18, 2024 (Roll Call)

OTHER LEGISLATION

- A. Proposed Resolution No. 501 – Downtown Chesterfield SBD – A** Resolution of the City Council of the City of Chesterfield, Missouri, stating its intention to establish the Downtown Chesterfield Special Business District. **Department of Planning recommends approval.**
- B. Proposed Bill No. 3517 – Long Road Crossing (Lots B-2, C, and D), Boundary Adjustment Plat:** An ordinance providing for the approval of a Boundary Adjustment Plat for Lot B-2, Lot C, and Lot D of Long Road Crossing subdivision totaling 6.18-acres area of land located west of Long Road Crossing westbound (17u410104). **(First & Second Reading) Department of Planning recommends approval.**
- C. Proposed Bill No. 3518 – Vacation of Easement:** An ordinance vacating two utility easements located on Lot D of the Long Road Crossing subdivision recorded in Book 352, page 232 of the St. Louis County, Missouri records, located in U.S. Survey 1010, Township 45 North, Range 3 & 4 east of the fifth principal meridian, City of Chesterfield, St. Louis County, Missouri. **(First & Second Reading) Department of Planning recommends approval.**
- D. Proposed Bill No. 3519 – Vacation of Right-of-Way:** An ordinance vacating a portion of right-of-way on Long Road Crossing drive within the Long Road Crossing subdivision Plat recorded in book 352, page 232 of the St. Louis County, Missouri records, located in U.S. Survey 1010, Township 45 North, range 3 & 4 east of the fifth principal meridian, city of City of Chesterfield, St. Louis County, Missouri. **(First and Second Reading) Department of Planning recommends approval.**

UNFINISHED BUSINESS

There is no unfinished business scheduled for this meeting.

NEW BUSINESS

There is no new business scheduled for this meeting

Memorandum

Department of Planning

To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: September 3, 2024

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



Summary

TSG Downtown Chesterfield Redevelopment, LLC has submitted a petition to establish a Special Business District (SBD) in accordance with the requirements of the approved Development Agreement between the City of Chesterfield and Downtown Chesterfield Redevelopment, LLC. The purpose of the SBD would be to provide a revenue source that would allow the City to provide additional services that are not currently provided by the City within the proposed district. This would include:

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

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

Establishment of the SBD requires multiple steps and the attached resolution is an early step in the process. A draft schedule has been attached to show the steps required and potential dates for completion of each item. As illustrated in this schedule, we are at the beginning of what is estimated to be a four-month process to establish the district.

Attachments:

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

RESOLUTION # 501

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

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

WHEREAS, upon petition by one or more owners of real property on which is paid the ad valorem real property taxes within a proposed special business district, the governing body of the City may adopt a resolution of intention to establish a special business district pursuant to the Special Business Districts Act, Sections 71.790 to 71.808 of the Revised Statutes of Missouri, as amended (the “SBD Act”), and

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

WHEREAS, the City’s City Council (the “City Council”) desires to adopt a resolution of intention to establish the District in accordance with the SBD Act.

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

1. The City Council hereby finds that a description of the boundaries of the proposed area of the District is contained in the Petition.
2. In accordance with the SBD Act, the City Council states that it will hold a public hearing to consider the establishment of the District on Wednesday, September 18, 2024 at 7:00 p.m. at Chesterfield City Hall, 690 Chesterfield Parkway W, Chesterfield, Missouri 63017. In accordance with the SBD Act, the City Council shall cause notice of the public hearing to be published on two separate occasions in at least one newspaper of general circulation not more than fifteen days nor less than ten days before the public hearing; and shall cause to be mailed a notice by United States mail of the public hearing to all owners of record of real property and licensed businesses located in the proposed District. At the public hearing the City Council shall hear all protests and receive evidence for or against the proposed action; rule upon all protests which determination shall be final; and continue the public hearing from time to time, all in accordance with the SBD Act.
3. The City Council hereby finds that the proposed uses to which the additional revenue from the District shall be put is contained in the Petition.
4. The City Council hereby finds that the initial tax rate to be levied by the District is contained in the Petition, which is a sum not to exceed \$0.85 per

\$100 assessed valuation on real property, tracts, lots, or parcels of real property on owners of real property in the District.

5. The City Council authorizes there to be conducted a survey and investigation on the proposed District, and a survey and investigation report to be prepared, in accordance with Section 71.792 of the SBD Act.
6. The WHEREAS clauses of this Resolution are hereby incorporated herein by reference.
7. The Mayor of the City or his designated representatives are hereby authorized to take any and all actions as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the City Council being necessary to authorize such action by the Mayor or his designated representatives.
8. It is hereby declared to be the intention of the City Council that each and every part, section, and subsection of this Resolution shall be separate and severable from each and every other part, section, and subsection hereof and that the City Council intends to adopt each said part, section, and subsection separately and independently of any other part, section, and subsection. In the event that any part, section, or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.
9. This Resolution shall be in full force and effect from and after is passage and approval.

Passed and adopted this _____ day of _____, 2024.

Presiding Officer

Mayor

Attest:

City Clerk

EXHIBIT A

Petition

(Attached hereto.)

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

Submitted July 22, 2024

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

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

The undersigned, being an owner of real property subject to real property taxes and within the proposed boundaries of the Downtown Chesterfield Special Business District (the "**SBD**"), do hereby petition and request that the Council establish the SBD as described herein, pursuant to Sections 71.790 through 71.808 of the Revised Statutes of Missouri, as amended (the "**Act**").

1. Description of the SBD

A. Map of SBD Boundaries

A map illustrating the SBD boundaries is attached hereto as **EXHIBIT A**, and incorporated herein by reference.

B. Name of SBD

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

2. Purposes of the SBD

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

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

All of the foregoing qualified and allowable expenditures shall be spent exclusively within the boundaries of the SBD, provided, however, that legal, insurance, administration, and financial oversight expenditures may be spent outside the boundaries of SBD so long as they directly relate to the geographical area of the SBD.

Also, the SBD may:

- A. Cooperate with other public agencies and with any industry or business located within the SBD in the implementation of projects within the SBD.

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

3. **Type of SBD**

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

4. **The SBD's Advisory Board**

- A. In accordance with the Act, the Council will have sole discretion as to how the revenue derived from any tax to be imposed within the SBD, or any revenue derived from disposition of assets of the SBD, will be used within the scope of the purposes of the SBD, as described in this Petition to Establish the Downtown Chesterfield Special Business District (this "**Petition**") and the Act.
- B. In accordance with the Act, the Mayor of the City, with consent of the Council, will appoint a seven-member advisory board (the "**Board**"), in accordance with the qualifications as established by law and as set forth herein, to make recommendations as to the use of the SBD.
- C. *Qualifications*
 - i. Members of the Board must be at least 18 years of age.
 - ii. All seven members of the Board will be selected by the City, appointed by the Mayor, and consented to by the Council. Two of the seven members of the Board will be designees of TSG Downtown Chesterfield Redevelopment, LLC, a Missouri limited liability company, or its permitted successors or assigns in interest (under that certain Redevelopment Agreement for RPA-1 by and between the City and TSG Downtown Chesterfield Redevelopment, LLC dated as of March 1, 2024). The Mayor shall appoint, and the Council shall approve, the designees selected by TSG Downtown Chesterfield Redevelopment LLC, unless such designee shall have previously been properly removed from the Board in accordance with the process described in Section 4.F. below. Five of the seven members of the Board will be designees of the City.
- D. *Term of Office:* Each member of the Board will serve for a four-year term (except as provided herein with respect to the initial members), with terms expiring as of December 31st of the designated year or when their successors are appointed as provided herein, whichever is later.
- E. *Initial Members and Terms:* The initial members will be appointed for the terms set forth as follows: (a) one member will be appointed for a term expiring December 31, 2025; (b) two members will be appointed for a term expiring December 31, 2026; (c) two members

will be appointed for a term expiring December 31, 2027; and (d) two members will be appointed for a term expiring December 31, 2028.

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

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

5. Life of the SBD

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

6. Maximum Rates and the Method of Assessment

The ballot question will be in substantially the following form:

Shall the special business district of the Downtown Chesterfield Special Business District ("**SBD**") be authorized to impose a tax on owners of real property in a sum not to exceed \$0.85 per \$100 assessed valuation on real property, tracts, lots, or parcels of real property for the purpose of providing revenue to the SBD. For purposes of property receiving tax abatement, the assessed value for each is at the current rate until abatement ends. The amount levied annually will be set by the City Council of the City of Chesterfield, Missouri each calendar year by resolution of the City Council of the City of Chesterfield, Missouri.

7. Limitations on Revenue Generations

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

8. Reports and Meetings

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

9. Severability

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

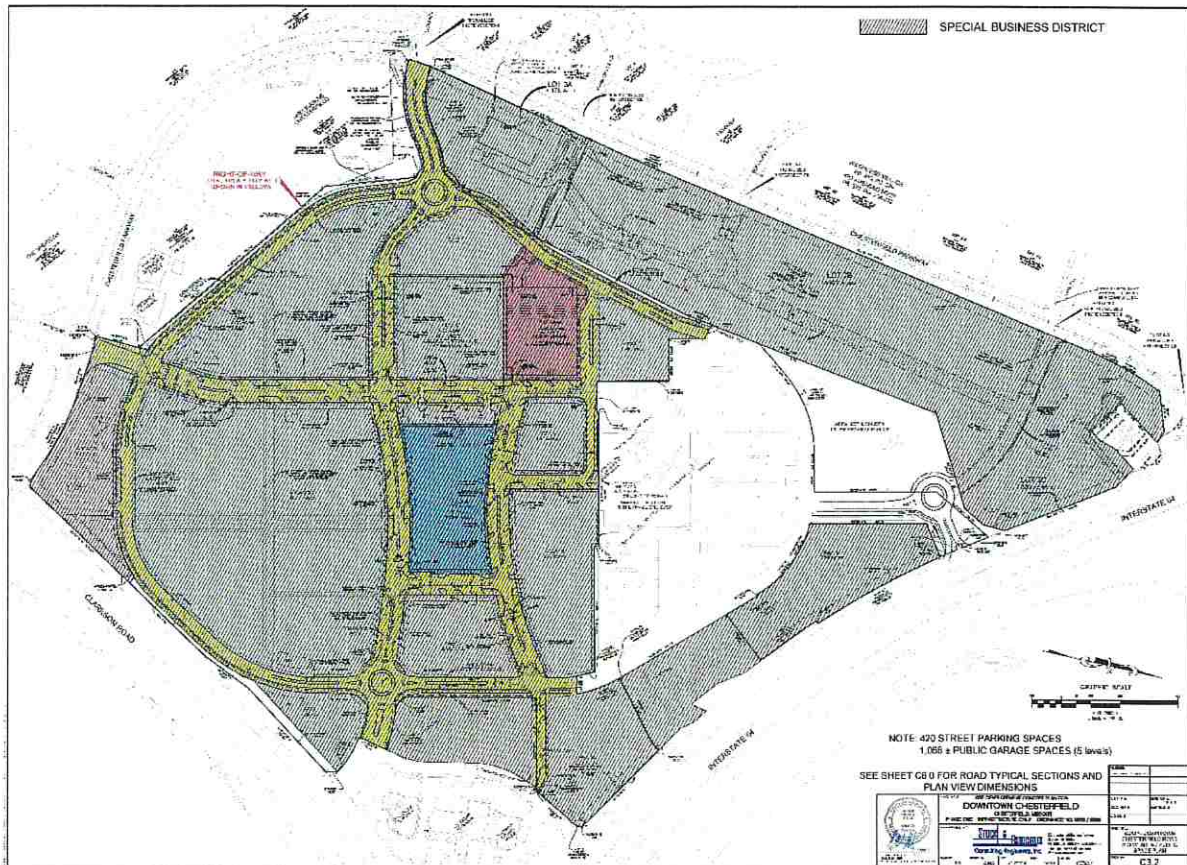
TSG Downtown Chesterfield Redevelopment, LLC,
a Missouri limited liability company

By:

Michael H. Staenberg
Manager

EXHIBIT A

Map of SBD Boundaries



Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: September 03, 2024

RE: **Long Road Crossing (Lots B-2, C, and D), Boundary Adjustment Plat:**
A Boundary Adjustment Plat for a 6.18-acres tract of land consisting of three parcels that are located west of Long Road Crossing westbound and east of Long Road Crossing Drive (17U410214, 17U410104, and 17U410094).

Summary

Stock & Associates Consulting Engineers, Inc. on behalf of Kehr Development, LLC has submitted a request for a Boundary Adjustment Plat for a total 6.18-acres tract of land. This tract includes the 3.65 acres parcel addressed as 714 Long Road Crossing Drive (Lot B-2), the 1.40 acres parcel addressed as 91 Long Road (Lot C) and the 1.13 acres parcel addressed as 706 Long Road Crossing Drive (Lot D). All three (3) parcels are zoned "PC- Planned Commercial". The purpose of this Boundary Adjustment Plat is to replat the three parcels into two parcels: Lots B-2 and C. Adjusted Lot B-2 will total 4.59 acres, and adjusted Lot C will total 1.58 acres. The submitted Boundary Adjustment Plat will eliminate the existing Lot D.



Figure 1: Subject Site Aerial with existing lots configuration



Figure 2: Proposed Lots configuration

Attachments: Boundary Adjustment Plat, Legislation

BILL NO. 3517

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A BOUNDARY ADJUSTMENT PLAT FOR LOT B-2, LOT C, AND LOT D OF LONG ROAD CROSSING SUBDIVISION TOTTALLING 6.18-ACRES AREA OF LAND LOCATED WEST OF LONG ROAD CROSSING WESTBOUND (17U410104).

WHEREAS, Stock & Associates Consulting Engineers, Inc. on behalf of Kehr Development, LLC has submitted for review and approval a Boundary Adjustment Plat for Lots B-2, C, and D of Long Road Crossing Subdivision, located west of Long Road Crossing westbound; and,

WHEREAS, the purpose of the Boundary Adjustment Plat is to replat the boundary lines of three parcels into two parcels; and,

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

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

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

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

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

Passed and approved this 3rd day of September, 2024.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 09/03/2024

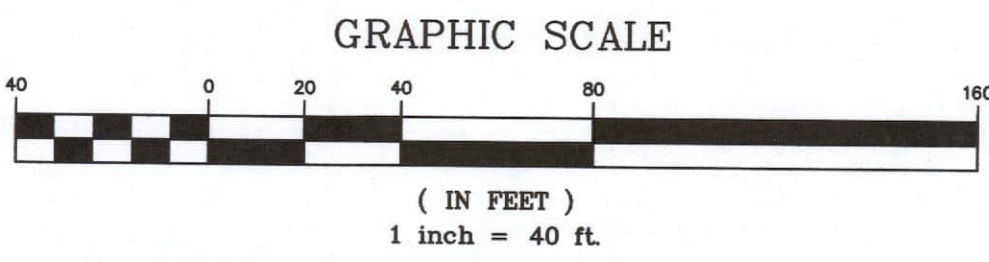
LEGEND	
	BENCH MARK
	FOUND IRON ROD
	RIGHT OF WAY MARKER
	UTILITY POLE
	SUPPORT POLE
	LIGHT STANDARD
	ELECTRIC METER
	ELECTRIC MANHOLE
	ELECTRIC PEDESTAL
	ELECTRIC SPLICE BOX
	ELECTRIC BREAKER
	GAS DROP
	GAS METER
	GAS VALVE
	TELEPHONE MANHOLE
	TELEPHONE PEDESTAL
	TELEPHONE SPLICE BOX
	CABLE TV PEDESTAL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

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

STATE PLANE COORDINATE
MISSOURI GRID NORTH

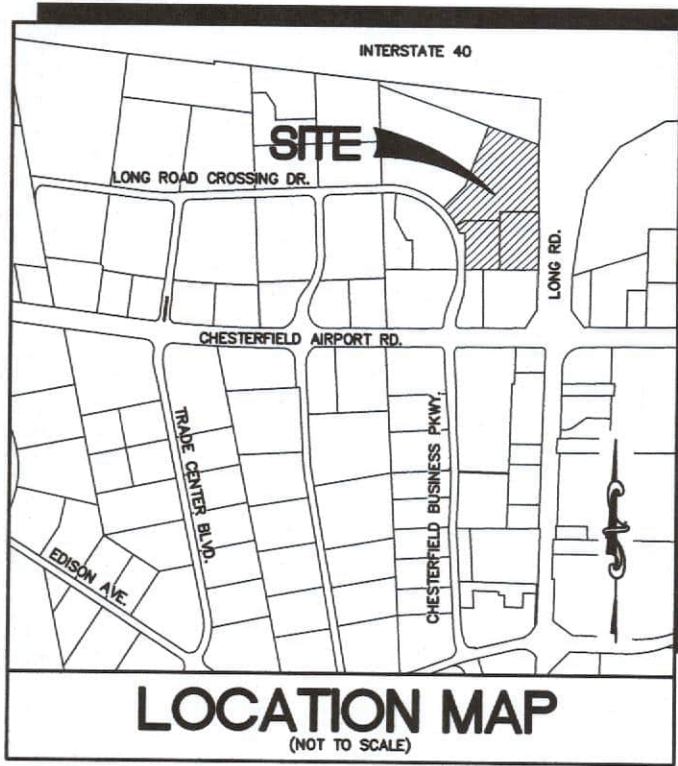
B STREET SUBDIVISION

A BOUNDARY ADJUSTMENT PLAT OF LOT B-2 OF 722 LONG ROAD CROSSING MINOR SUBDIVISION
PLAT PER PLAT BOOK 355, PAGE 889 AND LOTS C AND D OF THE RESUBDIVISION OF LOT 4 PER
PLAT BOOK 354, PAGE 180, LOCATED IN U.S. SURVEY 110, T.45N, R.3E. OF THE 5TH P.M.
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



MODOT NETWORK BENCHMARK

The bearings shown hereon are grid bearings based on the Missouri Coordinate System of 1983, East Zone. Bearings were determined from project horizontal control points established in the project using Trimble GPS receivers utilizing real time kinematic GPS methods in reliance on the MODOT GNSS RTK Network operated by the Missouri Department of Transportation. Elevations as provided by the Modot Network are in the datum of NAVD83.



PROPERTY DESCRIPTIONS

Original Lot B-2

A tract of land being Lot B-2 of 722 Long Road Crossing Minor Subdivision Plat a subdivision according to the plat thereof as recorded in Plat Book 355, Page 889 of the St. Louis County records, located in U.S. Survey 110, Township 45 North, Range 3 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, being more particularly described as follows:

Beginning at a found cut cross located at the northwest corner of above said Lot B-2, said point also being located on the eastern right-of-way line of Long Road Crossing Drive, 40 feet wide; thence along the northwestern lines of said Lot B-2 the following: North 44 degrees 55 minutes 47 seconds East, 163.90 feet to a found iron rod, and North 20 degrees 36 minutes 34 seconds East, 332.75 feet to the northernmost corner thereof; thence along the north line of said Lot B-2, South 69 degrees 58 minutes 22 seconds East, 277.62 feet to a found iron rod located at the western right-of-way line of Long Road, variable width; thence along said right-of-way line the following: South 00 degrees 45 minutes 40 seconds West, 126.39 feet, to a found iron rod and South 01 degree 15 minutes 24 seconds East, a distance of 222.69 feet to a found iron rod, located at the southeast corner of said Lot B-2; thence along the southern lines of said Lot B2 the following courses and distances: South 69 degrees 37 minutes 15 seconds West, 202.59 feet; South 00 degrees 22 minutes 45 seconds East, 45.69 feet to a found iron rod; South 69 degrees 37 minutes 15 seconds West, 180.00 feet to a found iron rod and South 60 degrees 59 minutes 33 seconds West, 53.40 feet to a found iron rod, located on the eastern right-of-way line of above said Long Road Crossing Drive, said point also being located on a non-tangent curve to the left having a radius of 395.00 feet; thence along said right-of-way line and last said curve with an arc length of 113.72 feet and a chord which bears North 36 degrees 49 minutes 37 seconds West, 113.33 feet to the POINT OF BEGINNING.

Containing 159,110 square feet or 3.653 acres, more or less.

Original Lot C

A tract of land being Lot C of the resubdivision of Lot 4 of Long road Crossing Lots 2, 3 and 4 according to the plat thereof as recorded in Plat Book 354, Page 180 of the St. Louis County records, located in U.S. Survey 110, Township 45 North, Range 3 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Commencing at a found iron rod located at the southwest corner of Lot D of above said subdivision, said point on the eastern right-of-way line of Long Road Crossing Drive, 40 feet wide; thence along the south line of said Lot D, North 69 degrees 37 minutes 14 seconds East, 150.00 feet to the southwest corner of above said Lot C; thence along the west line of said Lot C, North 00 degrees 22 minutes 45 seconds West, 300.69 feet to the north line of said Lot C, said point also being located on the south line of Lot B-2 of 722 Long Road Crossing Minor Subdivision Plat a subdivision according to the plat thereof as recorded in Plat Book 355, Page 889; thence along the common line between Lot C and Lot B-2, North 69 degrees 37 minutes 15 seconds East, 202.59 feet to a found iron rod located at the western right-of-way line of Long Road, variable width; thence along said right-of-way line the following: South 01 degree 15 minutes 24 seconds East, 16.15 feet and South 01 degree 26 minutes 33 seconds West, 162.89 feet to the southeast corner of Lot C; thence along the south line of said Lots C and D, South 69 degrees 37 minutes 14 seconds West, 379.52 feet to the POINT OF BEGINNING.

Containing 60,985 square feet or 1.400 acres, more or less.

Original Lot D

A tract of land being Lot D of the resubdivision of Lot 4 of Long road Crossing Lots 2, 3 and 4 according to the plat thereof as recorded in Plat Book 354, Page 180 of the St. Louis County records, located in U.S. Survey 110, Township 45 North, Range 3 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri being more particularly described as follows:

Beginning at a found iron rod located at the southwest corner of Lot D of above said subdivision, said point on the eastern right-of-way line of Long Road Crossing Drive, 40 feet wide; thence along said right-of-way line the following: North 00 degrees 22 minutes 46 seconds West, 42.78 feet to the point of curvature left having a radius of 395.00 feet with an arc length of 194.39 feet to the northwestern corner thereof; thence along the northern lines of said Lot D the following: North 60 degrees 59 minutes 33 seconds East, 53.40 feet and North 69 degrees 37 minutes 15 seconds East, 180.00 feet to the northeast corner of said Lot D; thence along the east line of Lot D, South 00 degrees 22 minutes 45 seconds East, 255.00 feet, to the southeast corner of Lot D; thence along said south line, South 69 degrees 37 minutes 14 seconds West, 180.00 feet to the POINT OF BEGINNING.

Containing 49,343 square feet or 1.133 acres, more or less.

Adjusted Lot B-2

A tract of land being Lot B-2 of 722 Long Road Crossing Minor Subdivision Plat a subdivision according to the plat thereof as recorded in Plat Book 355, Page 889 and part of Lots C and D of the resubdivision of Lot 4 of Long road Crossing Lots 2, 3 and 4 according to the plat thereof as recorded in Plat Book 354, Page 180 of the St. Louis County records, located in U.S. Survey 110, Township 45 North, Range 3 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, being more particularly described as follows:

Beginning at a found cut cross located at the northwest corner of above said Lot B-2, said point also being located on the eastern right-of-way line of Long Road Crossing Drive, 40 feet wide; thence along the northwestern lines of said Lot B-2 the following: North 44 degrees 55 minutes 47 seconds East, 163.90 feet to a found iron rod, and North 20 degrees 36 minutes 34 seconds East, 332.75 feet to the northernmost corner thereof; thence along the north line of said Lot B-2, South 69 degrees 58 minutes 22 seconds East, 277.62 feet to a found iron rod located at the western right-of-way line of Long Road, variable width; thence along said right-of-way line the following: South 00 degrees 45 minutes 40 seconds West, 126.39 feet, to a found iron rod and South 01 degree 15 minutes 24 seconds East, 344.44 feet thence departing said west right-of-way line South 89 degrees 37 minutes 15 seconds West, 355.81 feet and South 71 degrees 47 minutes 51 seconds West, 49.99 feet to the eastern right-of-way line of above said Long Road Crossing Drive, said point also being located on a non-tangent curve to the left having a radius of 395.00 feet; thence along said right-of-way line and last said curve with an arc length of 185.27 feet and a chord which bears North 31 degrees 38 minutes 14 seconds West, 183.57 feet to the POINT OF BEGINNING.

Containing 200,336 square feet or 4.599 acres, more or less.

Adjusted Lot C

A tract of land being part of Lots C and D of the resubdivision of Lot 4 of Long road Crossing Lots 2, 3 and 4 according to the plat thereof as recorded in Plat Book 354, Page 180 of the St. Louis County records, located in U.S. Survey 110, Township 45 North, Range 3 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, being more particularly described as follows:

Beginning at a found iron rod located at the southwest corner of Original Lot D of above said subdivision, said point also being located on the eastern right-of-way line of Long Road Crossing Drive, 40 feet wide; thence along said right-of-way line the following: North 00 degrees 22 minutes 46 seconds West, 42.78 feet to the point of curvature left having a radius of 395.00 feet with an arc length of 122.85 feet and a chord which bears North 09 degrees 17 minutes 20 seconds West, 122.35 feet; thence departing said right-of-way line the following: North 71 degrees 47 minutes 51 seconds East, 49.99 feet and North 69 degrees 37 minutes 15 seconds East, 355.81 feet to its intersection with the western right-of-way line of Long Road, variable width; thence along said right-of-way line the following: South 01 degree 15 minutes 24 seconds East, 16.15 feet and South 01 degree 26 minutes 33 seconds West, 162.89 feet to the southeast corner of Lot C; thence along the south line of said Lots C and D, South 69 degrees 37 minutes 14 seconds West, 379.52 feet to the POINT OF BEGINNING.

Containing 69,102 square feet or 1.586 acres, more or less.

GENERAL NOTES:

1) Subject property is Zoned PI Planned Industrial District, City of Chesterfield Ordinance #2351.

Structure Setbacks:

No building or structure, other than: a freestanding project identification sign, boundary and retaining walls, flood standards, flag poles or fences will be located within the following setbacks:

Ninety (90) feet from the new right-of-way of 1-64/U.S. 40/61.
Thirty (30) feet from the new right-of-way of Chesterfield Airport Road.
Thirty (30) feet from the east and west property lines of this development.
Thirty (30) feet from the right-of-way line of Long Road, variable width; thence along said right-of-way line the following: South 01 degree 15 minutes 24 seconds East, 16.15 feet and South 01 degree 26 minutes 33 seconds West, 162.89 feet to the southeast corner of Lot C; thence along the south line of said Lots C and D, South 69 degrees 37 minutes 14 seconds West, 379.52 feet to the POINT OF BEGINNING.

PARKING SETBACKS

No parking stall, loading space, internal driveway, or roadway, except points of ingress or egress, will be located within the following setbacks:
Thirty (30) feet from the new right-of-way of 1-64/U.S. 40/61.
Thirty (30) feet from the new right-of-way of Chesterfield Airport Road.
Thirty (30) feet from the east and west property lines of this development.

Note: The above zoning provided by the City of Chesterfield Zoning.

2) Subject property lies within Flood Zone Shaded X (areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood) and Flood Zone AH (Elevation 454, Flood depths of 1 to 3 feet, usually areas of ponding) according to the National Flood Insurance Rate Map Number 29189C0165K with and effective date of 2/4/2015.

3) PORTION OF RIGHT-OF-WAY 353, PG. 232 TO BE VACATED

VACATED BY: CHARTER 17037 PG. 2505
SBC 17071 PG. 1897
UNION ELEC. 17074 PG. 4987

10'w UTILITY EASEMENT 352, PG. 232

VACATED BY: CHARTER 17037 PG. 2505
LACLEDE GAS DB. 17042 PG. 2263
SBC DB. 17071 PG. 1897
UNION ELEC. DB. 17074 PG. 4987

10'w ROADWAY, MAINTENANCE & UTILITY EASEMENT PB. 352, PG. 232

VACATED BY: CHARTER DB. 17037 PG. 2505
LACLEDE GAS DB. 17042 PG. 2263
SBC DB. 17071 PG. 1897
UNION ELEC. DB. 17074 PG. 4987

4) State Plane Coordinates shown in Feet

SURVEYOR'S CERTIFICATION

This is to certify that Stock and Associates Consulting Engineers, Inc. have, during March, 2024, by order of and for the use of Kehr Development, LLC, executed a Property Boundary Survey and Consolidation Plat of Lot B-2 of 722 Long Road Crossing Minor Subdivision Survey and Consolidation Plat of Lot B-2 of 722 Long Road Crossing Minor Subdivision Plat per Plat Book 355, Page 889 and Lots C and D of the Resubdivision of Lot 4 per Plat Book 354, Page 180, located in U.S. Survey 110, Township 45 North, Range 3 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri and that the results of said survey and Boundary Adjustment Plat are shown hereon. We further certify that the above plat was prepared from an actual survey, according to the records available and recorded, and said survey meets or exceeds the current standards for Property Boundary Surveys for "Class Urban Property" as defined in Chapter 16, Division 2030 Missouri Minimum Standards for Property Boundary Surveys as adopted by the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors, and Landscape Architects.

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

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

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

Bob Naton, Mayor Vickie McGownd, City Clerk

OWNER'S CERTIFICATION

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

"B STREET SUBDIVISION"

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

This plat does not create any new easements nor vacated any existing easements

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

IN WITNESS THEREOF, I have hereunto set my hand this day of 2024.

Kehr Development, LLC

By: _____

Print Name: _____

Print Title: _____

STATE OF MISSOURI)

COUNTY OF ST. LOUIS) SS

On this day of 2024, before me appeared to me personally known, who being by me duly sworn, did say that he is the of Kehr Development, LLC a Missouri limited liability company, and that said instrument was signed on behalf of said limited liability company and he/she acknowledges said instrument to be the free act and deed of said limited liability company.

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

By: _____

Print Name

My Commission Expires: _____

The undersigned Owner and Holder of Note as secured by Deed of Trust recorded in Book of the records of the Recorder of Deeds Office in S. Louis County, Missouri does hereby join in and approve the foregoing Consolidation Plat as shown hereon.

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

By: _____

Print Name

Print Title

STATE OF MISSOURI)

COUNTY OF) SS

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

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

By: _____

Notary Public

Print Name

My Commission Expires: _____

PREPARED FOR
B STREET COLLISION CENTERS
13222 F STREET OMAHA, NE. 68137
ATTN: MR. TONY WIESE
WHITE COMPANY COMMERCIAL REAL ESTATE
1600 S. BRENTWOOD BLVD., SUITE 770
ST. LOUIS, MO. 63144
ATTN: MR. ROB M. MURERER

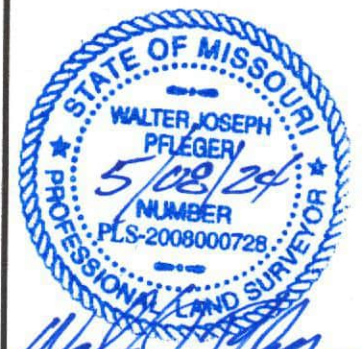
PREPARED BY:

STOCK & ASSOCIATES
Consulting Engineers, Inc.

BOUNDARY ADJUSTMENT PLAT

B STREET COLLISION CENTER

706 & 714 LONG ROAD CROSSING DR. AND, 91 LONG ROAD
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



REVISIONS:

1 5/08/2024 - REVISED PER CITY COMMENT LETTER DATED 5/03/24

DRAWN BY: J.K.

CHECKED BY: W.J.P.

DATE: 4/03/24 JOB NO: 2023-7543

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

S.L.C. H&T # H&T SUP. #

M.D.N.R. #

SHEET TITLE

BOUNDARY ADJUSTMENT PLAT

SHEET NO:

1 OF 1

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: September 03, 2024

RE: **Vacation of Easement:** A request to vacate two utility easements situated on Lot D of the Long Road Crossing subdivision.

Summary

Stock and Associates Consulting Engineers, Inc. on behalf of Kehr Development, LLC has submitted a request to fully vacate the 10' utility easement, and 10' roadway, maintenance & utility easement. These easements cover approximately 0.09 acres. The existing utility easements were also dedicated to multiple utility companies, which partially vacated those easements in 2006. The City has received easement releases from Charter Communications Entertainment I, LLC, Laclede Gas Co, Southwestern Bell Telephone Company, Union Electric Co, and Metropolitan St. Louis Sewer District. The easements to be vacated are the overlapping portions of the existing utility easement that are no longer serving a purpose. The survey showing the easements to be vacated is attached to this memo.

As per City of Chesterfield Planning & Public Works Procedure Number PPW-1053, the petition was published in the St. Louis Countian Newspaper fifteen (15) days prior to the City Council meeting. Staff did not receive any objection or concerns related to the petition.

Attachments:

- Legislation
- Public Notice
- Petition



Figure 1: Subdivision aerial with utilities easement marked in yellow

BILL NO. 3518

ORDINANCE NO. _____

AN ORDINANCE VACATING TWO EASEMENTS ON PART OF LOT D OF LONG ROAD CROSSING SUBDIVISION PLAT RECORDED IN BOOK 352, PAGE 232 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, LOCATED IN U.S. SURVEY 1010, TOWNSHIP 45 NORTH, RANGE 3 & 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI.

WHEREAS, a petition has been filed by Kehr Development, LLC, requesting the City to vacate an easement on Lot D of Long Road Crossing Subdivision; and,

WHEREAS, Kehr Development, LLC, owns the properties on which the easements are located and has no need for the easements; and,

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

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

Section 1. The City Council of the City of Chesterfield hereby approves the easements vacation located on part of Lot D of Long Road Crossing Subdivision Plat Book 352, page 232 of the St. Louis County, Missouri records, as described in Exhibit 1, and Exhibit 2, which are attached hereto and made part of hereof; and

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

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

Passed and approved this _____ day of _____, 2024.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING: 09/03/2024

NOTICE OF VACATION OF EASEMENT

NOTICE IS HEREBY GIVEN that the City of Chesterfield has received a petition to vacate the 1,920 square feet of utility easement situated in the City of Chesterfield, Missouri. Should anyone have an interest in this, please contact Shilpi Bharti, Planner at 636-537-4743 or email at Sbharti@chesterfield.mo.us. The legal description of the property to be vacated is as follows:

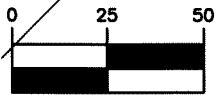
Portion of utility easement, as established by PB. 352, PG. 232, located in U.S. Survey 1010, Township 45 North, Ranges 3&4 east of the fifth principal meridian, City of Chesterfield, St. Louis County, Missouri.

NOTICE OF VACATION OF EASEMENT

NOTICE IS HEREBY GIVEN that the City of Chesterfield has received a petition to vacate the 1,921 square feet of roadway, maintenance & utility easement situated in the City of Chesterfield, Missouri. Should anyone have an interest in this, please contact Shilpi Bharti, Planner at 636-537-4743 or email at Sbharti@chesterfield.mo.us. The legal description of the property to be vacated is as follows:

Portion of roadway, maintenance & utility easement, as established by PB. 352, PG. 232, located in U.S. Survey 1010, Township 45 North, Ranges 3&4 east of the fifth principal meridian, City of Chesterfield, St. Louis County, Missouri.

GRAPHIC SCALE

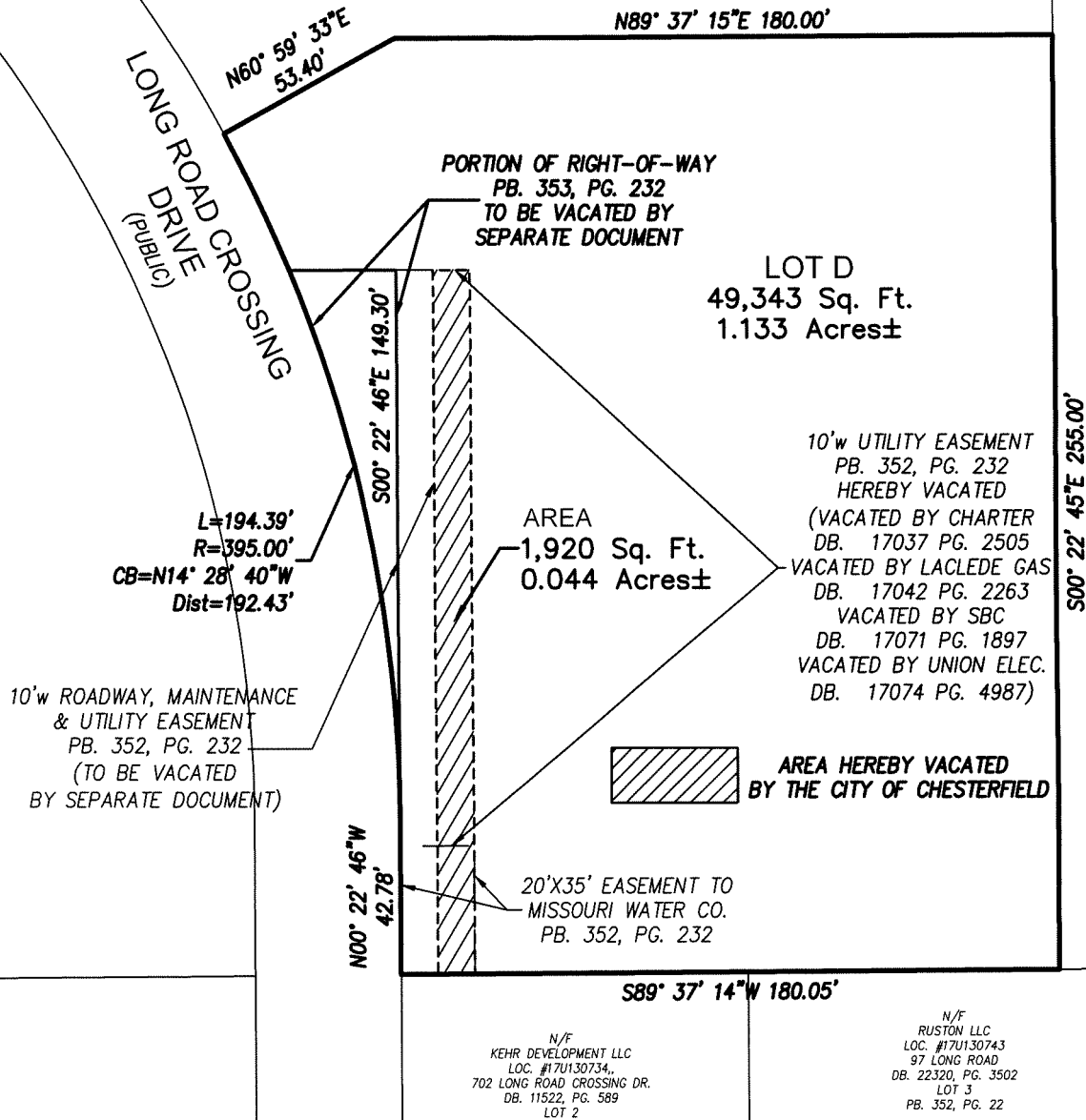


(IN FEET)

1 inch = 50 ft.

N/F
KEHR DEVELOPMENT LLC
LOC. #17U410214,
714 LONG ROAD CROSSING DR
DB. 11522, PG. 589

N/F
KEHR DEVELOPMENT LLC
LOC. #17U410094,
91 LONG RD
DB. 11522, PG. 589
LOT C
PB. 354, PG. 186



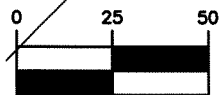
EXHIBIT

EASEMENT VACATION EXHIBIT

PORTION OF UTILITY EASEMENT, AS ESTABLISHED BY PB. 352, PG. 232,
LOCATED IN U.S. SURVEY 1010, TOWNSHIP 45 NORTH, RANGES 3 & 4
EAST OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

DATE: 4/05/2024

7543/STREET-VAC EXHIBIT.DWG



1 inch = 50 ft.

N/F
KEHR DEVELOPMENT LLC
LOC. #17U410214,
714 LONG ROAD CROSSING DR
DB. 11522, PG. 589

N/F
KEHR DEVELOPMENT LLC
LOC. #17U410094,
91 LONG RD
DB. 11522, PG. 589
LOT C
PB. 354, PG. 186

S00° 22' 45"E 255.00'

10'w ROADWAY, MAINTENANCE
& UTILITY EASEMENT
PB. 352, PG. 232
HEREBY VACATED
VACATED BY CHARTER
DB. 17037 PG. 2505
- VACATED BY LACLEDE GAS
DB. 17042 PG. 2263
VACATED BY SBC
DB. 17071 PG. 1897
VACATED BY UNION ELEC.
DB. 17074 PG. 4987

**AREA HEREBY VACATED
BY THE CITY OF CHESTERFIELD**

20'X35' EASEMENT TO
- MISSOURI WATER CO.
PB. 352, PG. 232

N/F
KEHR DEVELOPMENT LLC
LOC. #17U130734,,
702 LONG ROAD CROSSING DR.
DB. 11522, PG. 589
LOT 2

N/F
RUSTON LLC
LOC. #17U130743
97 LONG ROAD
DB. 22320, PG. 3502
LOT 3
PB. 352, PG. 22

EASEMENT VACATION EXHIBIT

DATE: 4/05/2024

7543/STREET-VAC EXHIBIT.DWG

2024080500253

CERTIFIED-FILED FOR RECORD

8/5/2024 11:14:32AM

Gerald Smith
Recorder of Deeds
COUNTY OF ST. LOUIS, MISSOURI

PAGES: 6
RECORDING FEE: \$36.00

THIS DOCUMENT WAS ERECORDED

Gerald Smith, Recorder of Deeds
ST. LOUIS COUNTY MISSOURI
41 S Central Ave, Clayton, MO 63105

Type of Instrument: VACATION

Grantor: METROPOLITAN ST LOUIS SEWER DISTRICT

Grantee: KEHR DEVELOPMENT LLC

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the **TYPE OF INSTRUMENT**, the **NAMES of the GRANTOR and GRANTEE** as well as the **DESCRIPTION of the REAL PROPERTY affected** is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, **the ATTACHED DOCUMENT governs**. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

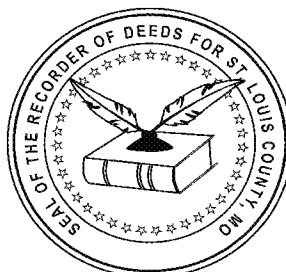
STATE OF MISSOURI)
 SS.
COUNTY OF ST. LOUIS)

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 6 pages, (this page inclusive), was filed for record in my office on the 5 day of August 2024 at 11:14 am and is truly recorded as the document number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

DWS

Deputy Recorder



Gerald E. Smith

Recorder of Deeds
St. Louis County, Missouri

20,473,422

3 INCH AREA ABOVE - LEAVE BLANK (FOR RECORDERS OFFICE USE ONLY)

DOCUMENT TYPE: EASEMENT VACATION

DATE OF DOCUMENT:

8/5/2024

GRANTOR: METROPOLITAN ST. LOUIS SEWER DISTRICT
2350 MARKET STREET
ST. LOUIS, MISSOURI 63103

GRANTEE: KEHR DEVELOPMENT LLC
911 S. 13TH ST.
ST. LOUIS MO 63005

PROPERTY ADDRESS: 706 LONG ROAD
CHESTERFIELD MO 63005

LOCATOR #: 17U410104

CITY/MUNICIPALITY: CHESTERFIELD, MISSOURI

LEGAL DESCRIPTION: PORTION OF ROADWAY, MAINTENANCE, & UTILITY
EASEMENT, AS ESTABLISHED BY PB. 352, PG. 232,
LOCATED IN U.S. SURVEY 1010, TOWNSHIP 45 NORTH,
RANGES 3 & 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

EASEMENT VACATION

TO WHOM IT MAY CONCERN

KNOW ALL MEN BY THESE PRESENTS, that Metropolitan St Louis Sewer District (MSD) does hereby vacate any right, title, or interest to the portions of the easements as recorded in Plat Book 352 Page 232 of the St Louis County Recorder's Office and shown hachured on the attached "Easement Vacation Exhibit" and marked "Exhibits "A", "B", and "C" and made a part hereof. The owners of the subject property have requested MSD to vacate the portions of the subject easements, and this District has no further use for said portions of easements as shown on the attached plat

IN WITNESS WHEREOF, the said Metropolitan St Louis Sewer District has caused these presents to be signed by its Director of Engineering this 5 day of August, 2024

Metropolitan St Louis Sewer District

By [Signature]

Richard L Unverferth PE
Director of Engineering

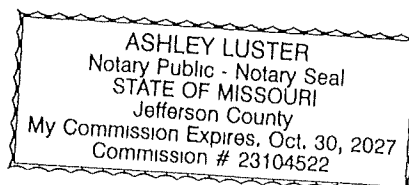
STATE OF MISSOURI)
) SS
COUNTY OF ST LOUIS)

On this 5 day of August, 2024, before me appeared Richard L Unverferth, to me personally known, who being by me duly sworn, did say he is Director of Engineering of The Metropolitan St Louis Sewer District and that said instrument was signed on behalf of said corporation by authority of its Board of Trustees, and said Richard L. Unverferth acknowledged said instrument to be the free act and deed of said corporation

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

My Commission expires 10/30/27

[Signature]
Notary Public





* 2006012500760 *

JANICE M. HAMMONDS, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF
INSTRUMENT
VACA

GRANTOR
CHARTER COMMUNICATIONS ENT I L
L C

TO

GRANTEE
COUNTY OF ST LOUIS

PROPERTY
DESCRIPTION:

LONG CROSSING LOT 4 PB 352 PG 232

Lien Number

Notation

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

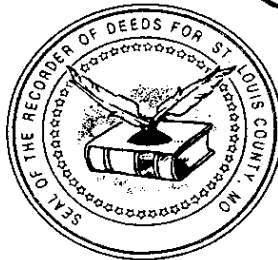
Document Number
760

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 4 pages, (this page inclusive), was filed for record in my office on the 25 day of January 2006 at 02:11 PM and is truly recorded in the book and at the page shown at the top and/or bottom of this page.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

JoAnn Reber
Deputy Recorder

____ N.P.
____ N.P.C.
____ N.N.C.
____ N.N.I.



Janice M. Hammonds
Recorder of Deeds
St. Louis County, Missouri

RECORDING FEE \$30.39
(Paid at the time of Recording)

Mail to:

attn:
Stock & Associates Research
257 Chesterfield Business Pl
Chesterfield, MO 63005

Destination code:

M

B-17037 P-2505/2508

3

VACATION OF EASEMENT

This instrument is made as of this 19th day of January, 2006.

WITNESSETH that:

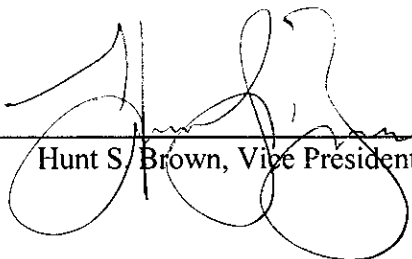
WHEREAS, an easement for broadband cable communications placement within the dedicated right-of-way and utility easement has been granted to Charter Communications Entertainment I, LLC ("Charter") by St. Louis County, Missouri within a tract of land being part of Lot 4 of Long Crossing Lots 2, 3, and 4, which tract of land is recorded Plat Book 352, Page 232 in the records of the St. Louis County Recorder of Deeds Office; and

WHEREAS, it is the purpose and intent of Charter to release a portion of such easement rights within the "hatched" area of the above-described easement shown in Exhibit A, attached hereto and incorporated herein by this reference.

NOW THEREFORE, Charter does hereby relinquish and release that portion of its easement rights to place or maintain permanent facilities within the "hatched" area of the easement shown in Exhibit A. Except for the release of that hatched area described herein, the remaining easement rights and interests granted to Charter pursuant to the aforementioned plat shall remain in full force and effect.

IN WITNESS THEREOF, Charter has caused this document to be executed as of the date first written above.

Charter Communications Entertainment I, LLC

By: 
Hunt S. Brown, Vice President

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

On this 19th day of January, 2006, before me appeared Hunt S. Brown, who being by me duly sworn, did say that he is a Vice President of Charter Communications Entertainment I, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, that this instrument was signed on behalf of said company by authority of its board of directors, and that Hunt S. Brown declared that his signature placed hereon was the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand on the day and year and in the County and State last written above.


Notary Public

My Commission Expires:

6/17/08

KATHERINE G. KNAPP
Notary Public — Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: June 17, 2008

JOB NO. 203-3147.5



INITIAL:

RIGHT-OF-WAY VACATION PLAT

A TRACT OF LAND BEING PART OF LOT 4 OF LONG ROAD CROSSING LOTS 2, 3, AND 4,
A RESUBDIVISION OF LONG ROAD CROSSING AS RECORDED IN PLAT BOOK 353, PAGE 22
LOCATED IN U.S. SURVEY 1010, TOWNSHIP 45 NORTH, RANGE 3 AND 4 EAST
OF THE 5TH PRINCIPAL MERIDIAN,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



* 2006012700943 *

**JANICE M. HAMMONDS, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105**

TYPE OF
INSTRUMENT
REL

GRANTOR
LACLEDE GAS CO

TO

GRANTEE
KEHR DEVELOPMENT L L C

PROPERTY
DESCRIPTION:

SUR 1010 T 45 R 3E

Lien Number

Notation

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the **TYPE OF INSTRUMENT**, the **NAMES of the GRANTOR and GRANTEE** as well as the **DESCRIPTION of the REAL PROPERTY** affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the **ATTACHED DOCUMENT governs**. Only the **DOCUMENT NUMBER**, the **DATE** and **TIME** of filing for record, and the **BOOK** and **PAGE** of the recorded Document is taken from this **CERTIFICATION SHEET**.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

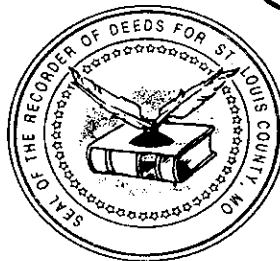
Document Number
943

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 4 pages, (this page inclusive), was filed for record in my office on the 27 day of January 2006 at 03:50 PM and is truly recorded in the book and at the page shown at the top and/or bottom of this page.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

John Reber
Deputy Recorder

Janice M. Hammonds
Recorder of Deeds
St. Louis County, Missouri



____ N.P
____ N.P.C
____ N.N.C.
____ N.N.I.

RECORDING FEE \$30.39
(Paid at the time of Recording)

Mail to:
Stock & Associates attn: Research
257 Chesterfield Business Pkwy
Chesterfield, MO 63005

Destination code: M

B-17042 P-2263/2266

3

PARTIAL RELEASE OF EASEMENT

THIS INSTRUMENT, made this 12th day of January, 2006,
WITNESSETH THAT:

WHEREAS, there has heretofore been granted to Laclede Gas Company, a Missouri corporation, ("GRANTOR"), an easement ("Easement") in certain land located within U. S. Survey 1010, Township 45 North, Range 3 and 4 East, which easement is recorded in Plat Book 352, page 232, of the St. Louis County, Missouri Records wherein the nature and extent of the Easement and the lands affected are described; and

WHEREAS the present owner, Kehr Development L.L.C. ("GRANTEE") of the lands so affected, have requested that GRANTOR release part of the Easement and GRANTOR is willing to do so to the extent hereinafter described.

NOW THEREFORE, in consideration of One Dollar (\$1.00) in hand paid to GRANTOR by said GRANTEE, the receipt of which is hereby acknowledged, GRANTOR hereby RELEASES AND QUITCLAIMS to said GRANTEE all of GRANTOR'S right, title and interest in and to that part of the Easement as shown hatched on the attached plat designated Exhibit A.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be signed by its Vice President, Operations and its corporate seal hereunto affixed the day and year first above written.

LACLEDE GAS COMPANY

By

Craig R. Hoeflerlin
Craig R. Hoeflerlin
Vice President, Operations



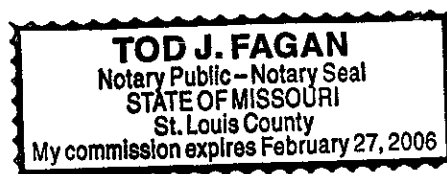
Attest: M. C. Kullman
M. C. Kullman - Secretary

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

On the 12 day of JANUARY, 2006, before me,
TOD J. FAGAN, a notary public in and for said state,
appeared Craig R. Hoeferlin, to me personally known, who being by me duly sworn, did say that he is
Vice President, Operations of Laclede Gas Company and that said instrument was signed and sealed in
behalf of said corporation by authority of its Board of Directors and said Craig R. Hoeferlin
acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires: 2-27-2006

Tod J. Fagan
Notary Public



DATE: 12/21/05

PROPOSED JOB NO. 203-3147.5
10' WIDE ROADWAY, MAINTENANCE,
UTILITY & MISSOURI AMERICAN WATER
COMPANY EASEMENT

SCALE 1"=50'

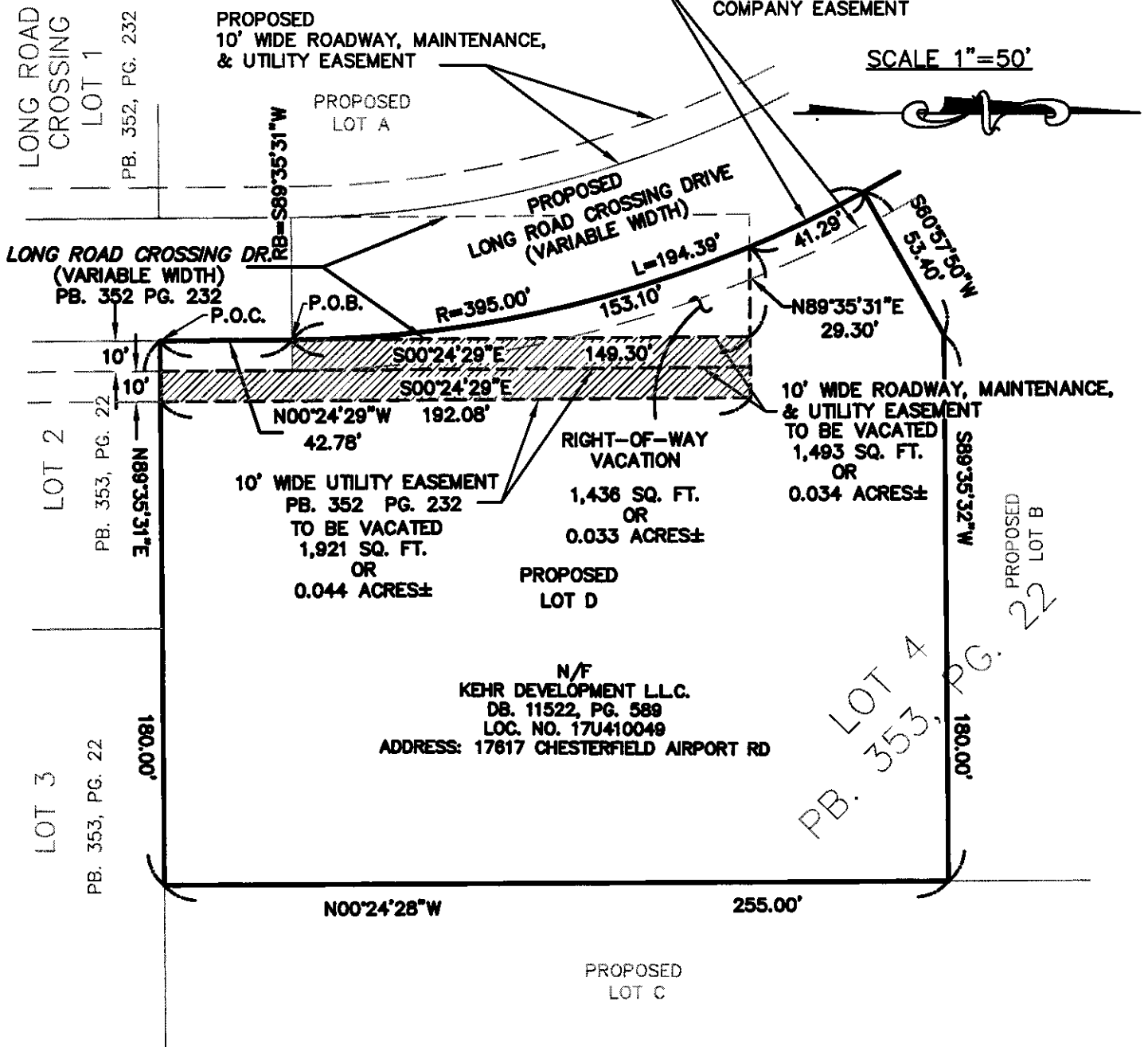


EXHIBIT "A"

INITIAL:

EASEMENT VACATION PLAT

A TRACT OF LAND BEING PART OF LOT 4 OF LONG ROAD CROSSING LOTS 2, 3, AND 4,
A RESUBDIVISION OF LONG ROAD CROSSING AS RECORDED IN PLAT BOOK 353, PAGE 22
LOCATED IN U.S. SURVEY 1010, TOWNSHIP 45 NORTH, RANGE 3 AND 4 EAST
OF THE 5TH PRINCIPAL MERIDIAN,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

F: /DRAW3100/2033147/SURVEY/LOT-4_VAC_EXH.DWG



* 2006022200738 *

JANICE M. HAMMONDS, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF
INSTRUMENT
REL

GRANTOR
S B C MISSOURI

TO

GRANTEE
KEHR DEVELOPMENT L L C

PROPERTY
DESCRIPTION:

LONG ROAD CROSSING RESUB LOT PT 4 PB 353 PG 22

Lien Number

Notation

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the **TYPE OF INSTRUMENT**, the **NAMES of the GRANTOR and GRANTEE** as well as the **DESCRIPTION of the REAL PROPERTY** affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the **ATTACHED DOCUMENT governs**. Only the **DOCUMENT NUMBER**, the **DATE** and **TIME** of filing for record, and the **BOOK** and **PAGE** of the recorded Document is taken from this **CERTIFICATION SHEET**.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

Document Number
738

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 3 pages, (this page inclusive), was filed for record in my office on the 22 day of February 2006 at 10:54 AM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

Jean Reber
Deputy Recorder



Janice M. Hammonds
Recorder of Deeds
St. Louis County, Missouri

Mail to:

attn:
Stock & Associates Research
257 Chesterfield Business Pkwy
Chesterfield, Mo 63005

Destination code:

M

___ N.P.
___ N.P.C.
___ N.N.C.
___ N.N.I.

RECORDING FEE \$27.39
(Paid at the time of Recording)

2



Missouri

Release of Easement

THIS RELEASE OF EASEMENT, entered into by **SOUTHWESTERN BELL TELEPHONE, LP, dba, SBC Missouri** (f/k/a Southwestern Bell Telephone Company) 12930 Olive Blvd., Creve Coeur, Missouri 63141, GRANTOR, Present Owners **KEHR DEVELOPMENT LLC 17617 CHESTERFIELD AIRPORT RD CHESTERFIELD MO**, GRANTEES, wherein GRANTOR, in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEES, all or a specific portion of a certain easement for telephone Communications Purposes hereinafter described that affects land owned by GRANTEES situated in **St. Louis County, State of Missouri**, and described as follows:

A TRACT OF LAND BEING PART OF LOT 4 OF LONG ROAD CROSSING LOTS 2, 3, AND 4, A RESUBDIVISION OF LONG ROAD CROSSING AS RECORDED IN PLAT BOOK 353, PAGE 22 LOCATED IN U.S. SURVEY 1010, TOWNSHIP 45 NORTH, RANGE 3 AND 4 EAST OF THE 5th PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD COUNTY OF ST. LOUIS STATE OF MISSOURI.

Said Land of GRANTEES being subject to: **Easement recorded in favor of SBC Missouri.**

The portion of said easement to be hereby released is described as follows: **A dedicated 10' wide easements and right of way indicated as the area shown as hachured upon "EXHIBIT "A" attached hereto and made a part thereof.**

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEES, their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this day ~~12th of January, 2006~~ *February*

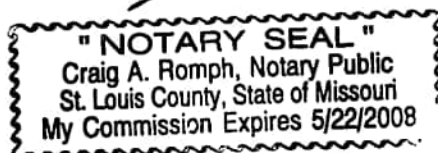
SBC Missouri

Melvon L. Houston
Director-Engineering/Construction (Missouri)

STATE of Missouri
COUNTY of St. Louis

BEFORE ME, the undersigned authority, on this day personally appeared Melvon L. Houston, known to me to be the person whose name is subscribed to the foregoing instrument, and upon being duly sworn did state and acknowledge that he is the Director-Engineering/Construction (Missouri) of SBC Missouri, a Limited Partnership organized under the laws of the State of Texas, and that he executed the foregoing instrument in the capacity stated under authority of its Board of Directors purposes and considerations therein expressed as the free and voluntary act and deed of SBC Missouri.

Given under my hand and seal of office this the ~~16th~~ day of ~~January~~ *February* 2006 AD



DATE: 12/21/05

JOB NO. 203-3147.5

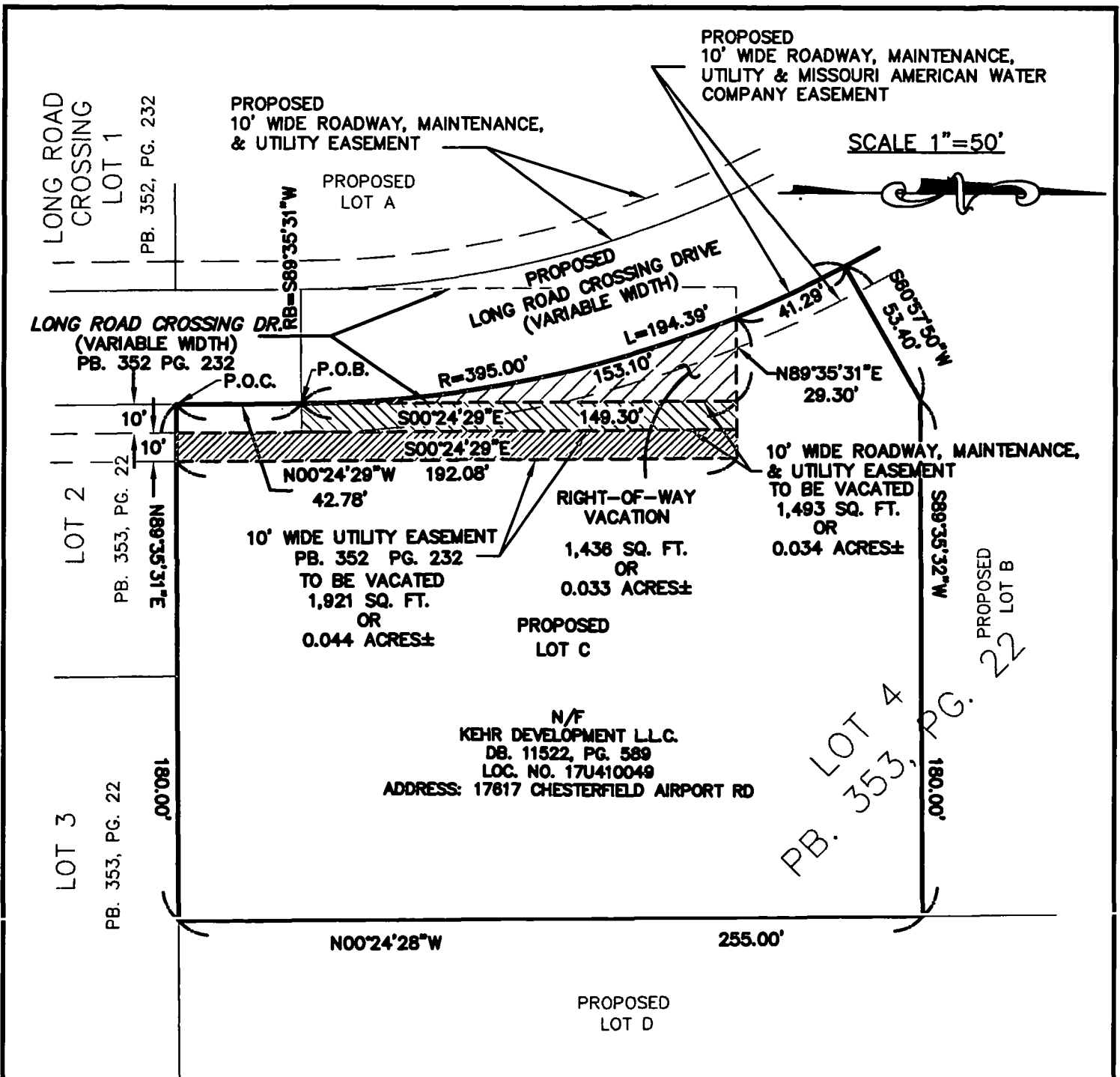


EXHIBIT 'A'

INITIAL:

RIGHT-OF-WAY VACATION PLAT

A TRACT OF LAND BEING PART OF LOT 4 OF LONG ROAD CROSSING LOTS 2, 3, AND 4,
 A RESUBDIVISION OF LONG ROAD CROSSING AS RECORDED IN PLAT BOOK 353, PAGE 22
 LOCATED IN U.S. SURVEY 1010, TOWNSHIP 45 NORTH, RANGE 3 AND 4 EAST
 OF THE 5TH PRINCIPAL MERIDIAN,
 CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



* 2006022401270 *

JANICE M. HAMMONDS, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT	GRANTOR	TO	GRANTEE
PTL-R	UNION ELECTRIC CO ETAL		KEHR DEVELOPMENT L L C
PROPERTY DESCRIPTION:	LONG ROAD CROSSING SUB PLAT LOT 1 PB 352 PG 232		

Lien Number

Notation

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the **TYPE OF INSTRUMENT**, the **NAMES** of the **GRANTOR** and **GRANTEE** as well as the **DESCRIPTION** of the **REAL PROPERTY** affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the **ATTACHED DOCUMENT** governs. Only the **DOCUMENT NUMBER**, the **DATE** and **TIME** of filing for record, and the **BOOK** and **PAGE** of the recorded Document is taken from this **CERTIFICATION SHEET**.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

Document Number
1,270

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 4 pages, (this page inclusive), was filed for record in my office on the 24 day of February 2006 at 04:15 PM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

JoAnn Reber
Deputy Recorder



Janice M. Hammonds
Recorder of Deeds
St. Louis County, Missouri

Mail to:

Destination code:

P

___ N.P.
___ N.P.C.
___ N.N.C.
___ N.N.I.

RECORDING FEE \$30.00
(Paid at the time of Recording)

3

PARTIAL RELEASE OF EASEMENT

THIS INSTRUMENT made this 14th day of February, 2006.

WHEREAS, UNION ELECTRIC COMPANY d/b/a AmerenUE (hereinafter "AmerenUE") ("Grantor") is the holder, either as original Grantee or as successor in interest to the original Grantee, of that certain Easement granted by KEHR DEVELOPMENT, L.L.C. ("Grantee") dated March 30, 2004, and recorded at Plat Book 352, Page 232, in the Office of the Recorder of Deeds for the County of St. Louis, State of Missouri, affecting the therein described property, to wit:

Parcel A of the Subdivision Plat Lot 1 and Parcel A Long Road Crossing Subdivision in St. Louis County, Missouri.

WHEREAS, it is the purpose of AmerenUE to release that PART of its easement encumbering the PORTION of the premises, said portion being described as:

A variable width strip of land being part of Parcel A of the Subdivision Plat Lot 1 and Parcel A Long Road Crossing Subdivision, being part of Lots 2 and 3 of Damian Kroenungs Estate, U.S. Survey 1010, Township 45 North, Ranges 3 and 4 East, St. Louis County, Missouri; as per plat thereof recorded in Plat Book 352, Page 232 of the St. Louis County, Missouri, Records.

Said variable width strip of land is further illustrated as hachured on the drawing attached hereto marked Exhibit "A" and made a part hereof.

NOW THEREFORE, AmerenUE, in consideration of One Dollar (\$1) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby remise and release only that PART of its aforesaid Easement encumbering the PORTION of the premises hereinabove described.

IN WITNESS WHEREOF the said AmerenUE has caused these presents to be executed the day and year first above written.

UNION ELECTRIC COMPANY
d/b/a AmerenUE

By: Dennis W. Weisenborn
Dennis W. Weisenborn
Vice President

UNION ELECTRIC COMPANY
SEAL
ATTEST
MIS
Assistant Secretary

STATE OF MISSOURI

CITY OF ST. LOUIS

} SS

On the 14th day of February, 2006, before me appeared Dennis W. Weisenborn, to me personally known, who being by me duly sworn, did say that he is a Vice President of Union Electric Company d/b/a AmerenUE and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that such instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Dennis W. Weisenborn acknowledged said instrument to be the free act and deed of said corporation.

Nannette H. Morton
Notary Public



NHM/rst
Easement No. Long Road Crossing Subd.
PB352/PG232
redocs\seasement\nhm-proe-kehr dev., llc
Ellisville District
01/30/06

Rev. 12/01

DATE: 12/21/05

JOB NO. 203-3147.5

PROPOSED
10' WIDE ROADWAY, MAINTENANCE,
UTILITY & MISSOURI AMERICAN WATER
COMPANY EASEMENT

SCALE 1"=50'

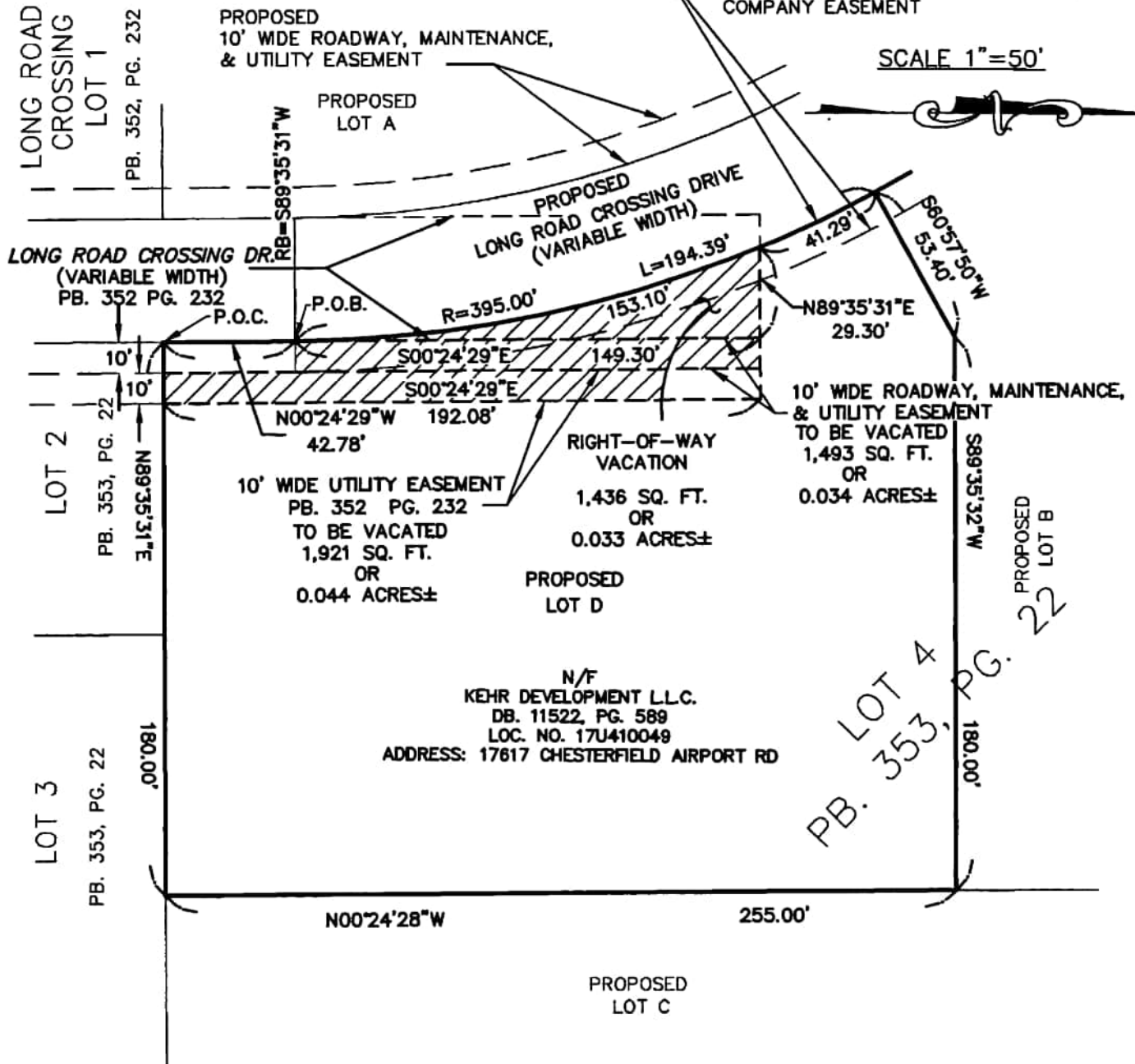


EXHIBIT 'A'

INITIAL:

RIGHT-OF-WAY VACATION PLAT

A TRACT OF LAND BEING PART OF LOT 4 OF LONG ROAD CROSSING LOTS 2, 3, AND 4,
A RESUBDIVISION OF LONG ROAD CROSSING AS RECORDED IN PLAT BOOK 353, PAGE 22
LOCATED IN U.S. SURVEY 1010, TOWNSHIP 45 NORTH, RANGE 3 AND 4 EAST
OF THE 5TH PRINCIPAL MERIDIAN,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

F: /DRAW3100/2033147/SURVEY/LOT-4_VAC_EXH.DWG

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: September 03, 2024

RE: **Vacation of Right-of-Way:** A request to vacate portion of right-of-way situated in the Long Road Crossing subdivision.

Summary

Stock and Associates Consulting Engineers, Inc. on behalf of Kehr Development, LLC has submitted a request to vacate a portion of unutilized right-of-way. The easement cover approximately 0.03 acres. The existing right-of-way was also dedicated to multiple utility companies. Most of these utility companies vacated their easements in 2006. The City has received a letter of no objection from Spire, which did not vacate right-of-way easement in 2006. The right-of-way to be vacated is no longer serving a purpose. The survey showing the right-of-way to be vacated is attached to this memo.

As per City of Chesterfield Planning & Public Works Procedure Number PPW-1053, the petition was published in the St. Louis Countian Newspaper fifteen (15) days prior to the City Council meeting. Staff did not receive any objection or concerns related to the petition.

Attachments:

- Legislation
- Public Notice
- Petition



Figure 1: Subdivision aerial with Right-of-Way location marked in yellow

BILL NO. 3519

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF RIGHT-OF-WAY ON LONG ROAD CROSSING DRIVE WITHIN THE LONG ROAD CROSSING SUBDIVISION PLAT RECORDED IN BOOK 352, PAGE 232 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, LOCATED IN U.S. SURVEY 1010, TOWNSHIP 45 NORTH, RANGE 3 & 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI.

WHEREAS, a petition has been filed by Kehr Development, LLC, requesting the City to vacate right-of-way on Long Road Crossing Drive; and,

WHEREAS, Kehr Development, LLC, owns the properties on which the easement is located and has no need for the easement; and,

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

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

Section 1. The City Council of the City of Chesterfield hereby approves the right-of-way vacation located on Long Road Crossing Drive of Long Road Crossing Subdivision Plat Book 352, page 232 of the St. Louis County, Missouri records, as described in Exhibit 3, which is attached hereto and made part of hereof; and

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

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

Passed and approved this _____ day of _____, 2024.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

NOTICE OF VACATION OF EASEMENT

NOTICE IS HEREBY GIVEN that the City of Chesterfield has received a petition to vacate the 1,437 square feet of right-of-way easement situated in the City of Chesterfield, Missouri. Should anyone have an interest in this, please contact Shilpi Bharti, Planner at 636-537-4743 or email at Sbharti@chesterfield.mo.us. The legal description of the property to be vacated is as follows:

A portion of Long Road Crossing Drive, as established by PB. 352, PG. 232, located in U.S. Survey 1010, Township 45 North, Ranges 3&4 east of the fifth principal meridian, City of Chesterfield, St. Louis County, Missouri.



N89° 37' 15"E 180.00'

LONG ROAD CROSSING
(PUBLIC)

N60° 59' 33"E
53.40'

N89° 41' 50"E
29.32' **PORTION OF**
RIGHT-OF-WAY
PB. 353, PG. 232
HEREBY VACATED

10'w UTILITY EASEMENT
PB. 352, PG. 232
____ (TO BE VACATED
BY SEPARATE DOCUMENT)

1,437 Sq. Ft.
0.033 Acres±

$L=194.39'$
 $R=395.00'$
 $CB=N14^{\circ} 28' 40''W$
 $Dist=192.43'$

LOT D
49,343 Sq. Ft.
1.133 Acres±

10'w ROADWAY, MAINTENANCE
& UTILITY EASEMENT
—— PB. 352, PG. 232
(TO BE VACATED
BY SEPARATE DOCUMENT)

20'X35' EASEMENT TO
- MISSOURI WATER CO.
PB. 352, PG. 232

S00° 22' 45"E 255.00'

N/F
KEHR DEVELOPMENT LLC
LOC. #17U410094,
91 LONG RD
DB. 11522, PG. 589
LOT C
PB. 354, PG. 186

N00° 22' 46"W
42.78'

S89° 37' 14"W 180.05'

N/F
KEHR DEVELOPMENT LLC
LOC. #17U130734,,
702 LONG ROAD CROSSING DR.
DB. 11522, PG. 589
LOT 2

N/F
RUSTON LLC
LOC. #17U130743
97 LONG ROAD
DB. 22320, PG. 3502
LOT 3
PB. 352, PG. 22

RIGHT-OF-WAY VACATION EXHIBIT

A PORTION OF LONG ROAD CROSSING DRIVE, AS ESTABLISHED BY
PB. 352, PG. 232, LOCATED IN U.S. SURVEY 1010, TOWNSHIP 45 NORTH,
RANGES 3 & 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

2024080500253

CERTIFIED-FILED FOR RECORD

8/5/2024 11:14:32AM

Gerald Smith
Recorder of Deeds
COUNTY OF ST. LOUIS, MISSOURI

PAGES: 6
RECORDING FEE: \$36.00

THIS DOCUMENT WAS ERECORDED

Gerald Smith, Recorder of Deeds
ST. LOUIS COUNTY MISSOURI
41 S Central Ave, Clayton, MO 63105

Type of Instrument: VACATION

Grantor: METROPOLITAN ST LOUIS SEWER DISTRICT

Grantee: KEHR DEVELOPMENT LLC

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the **TYPE OF INSTRUMENT**, the **NAMES of the GRANTOR and GRANTEE** as well as the **DESCRIPTION of the REAL PROPERTY affected** is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, **the ATTACHED DOCUMENT governs**. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

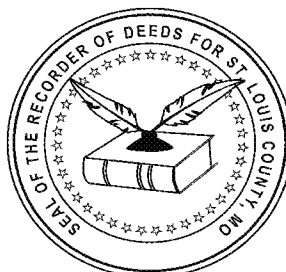
STATE OF MISSOURI)
 SS.
COUNTY OF ST. LOUIS)

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 6 pages, (this page inclusive), was filed for record in my office on the 5 day of August 2024 at 11:14 am and is truly recorded as the document number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

DWS

Deputy Recorder



Gerald E. Smith

Recorder of Deeds
St. Louis County, Missouri

3 INCH AREA ABOVE - LEAVE BLANK (FOR RECORDERS OFFICE USE ONLY)

DOCUMENT TYPE: EASEMENT VACATION

DATE OF DOCUMENT:

8/5/2024

GRANTOR: METROPOLITAN ST. LOUIS SEWER DISTRICT
2350 MARKET STREET
ST. LOUIS, MISSOURI 63103

GRANTEE: KEHR DEVELOPMENT LLC
911 S. 13TH ST.
ST. LOUIS MO 63005

PROPERTY ADDRESS: 706 LONG ROAD
CHESTERFIELD MO 63005

LOCATOR #: 17U410104

CITY/MUNICIPALITY: CHESTERFIELD, MISSOURI

LEGAL DESCRIPTION: PORTION OF ROADWAY, MAINTENANCE, & UTILITY
EASEMENT, AS ESTABLISHED BY PB. 352, PG. 232,
LOCATED IN U.S. SURVEY 1010, TOWNSHIP 45 NORTH,
RANGES 3 & 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

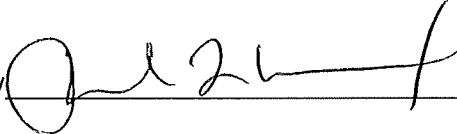
EASEMENT VACATION

TO WHOM IT MAY CONCERN

KNOW ALL MEN BY THESE PRESENTS, that Metropolitan St Louis Sewer District (MSD) does hereby vacate any right, title, or interest to the portions of the easements as recorded in Plat Book 352 Page 232 of the St Louis County Recorder's Office and shown hachured on the attached "Easement Vacation Exhibit" and marked "Exhibits "A", "B", and "C" and made a part hereof. The owners of the subject property have requested MSD to vacate the portions of the subject easements, and this District has no further use for said portions of easements as shown on the attached plat

IN WITNESS WHEREOF, the said Metropolitan St Louis Sewer District has caused these presents to be signed by its Director of Engineering this 5 day of August, 2024

Metropolitan St Louis Sewer District

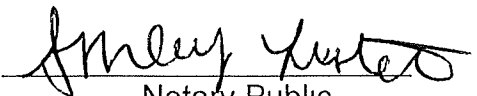
By 

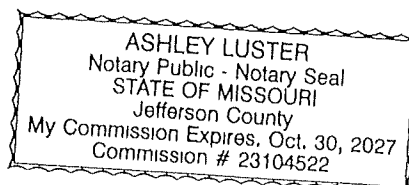
Richard L. Unverferth PE
Director of Engineering

STATE OF MISSOURI)
) SS
COUNTY OF ST LOUIS)

On this 5 day of August, 2024, before me appeared Richard L. Unverferth, to me personally known, who being by me duly sworn, did say he is Director of Engineering of The Metropolitan St Louis Sewer District and that said instrument was signed on behalf of said corporation by authority of its Board of Trustees, and said Richard L. Unverferth acknowledged said instrument to be the free act and deed of said corporation

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my notarial seal the day and year first above written
My Commission expires 10/30/27


Notary Public





* 2006012500760 *

JANICE M. HAMMONDS, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF
INSTRUMENT
VACA

GRANTOR
CHARTER COMMUNICATIONS ENT I L
L C

TO

GRANTEE
COUNTY OF ST LOUIS

PROPERTY
DESCRIPTION:

LONG CROSSING LOT 4 PB 352 PG 232

Lien Number

Notation

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

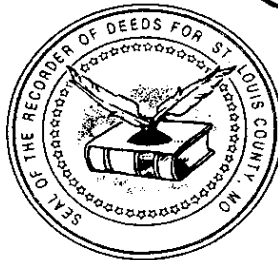
Document Number
760

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 4 pages, (this page inclusive), was filed for record in my office on the 25 day of January 2006 at 02:11 PM and is truly recorded in the book and at the page shown at the top and/or bottom of this page.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

JoAnn Reber
Deputy Recorder

____ N.P.
____ N.P.C.
____ N.N.C.
____ N.N.I.



Janice M. Hammonds
Recorder of Deeds
St. Louis County, Missouri

RECORDING FEE \$30.39
(Paid at the time of Recording)

Mail to:

attn:
Stock & Associates Research
257 Chesterfield Business Pl
Chesterfield, MO 63005

Destination code:

M

B-17037 P-2505/2508

3

VACATION OF EASEMENT

This instrument is made as of this 19th day of January, 2006.

WITNESSETH that:

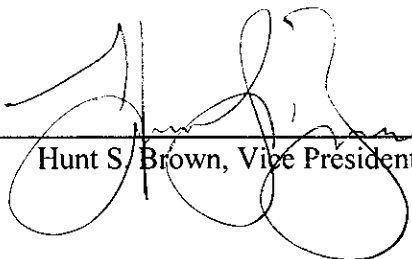
WHEREAS, an easement for broadband cable communications placement within the dedicated right-of-way and utility easement has been granted to Charter Communications Entertainment I, LLC ("Charter") by St. Louis County, Missouri within a tract of land being part of Lot 4 of Long Crossing Lots 2, 3, and 4, which tract of land is recorded Plat Book 352, Page 232 in the records of the St. Louis County Recorder of Deeds Office; and

WHEREAS, it is the purpose and intent of Charter to release a portion of such easement rights within the "hatched" area of the above-described easement shown in Exhibit A, attached hereto and incorporated herein by this reference.

NOW THEREFORE, Charter does hereby relinquish and release that portion of its easement rights to place or maintain permanent facilities within the "hatched" area of the easement shown in Exhibit A. Except for the release of that hatched area described herein, the remaining easement rights and interests granted to Charter pursuant to the aforementioned plat shall remain in full force and effect.

IN WITNESS THEREOF, Charter has caused this document to be executed as of the date first written above.

Charter Communications Entertainment I, LLC

By: 
Hunt S. Brown, Vice President

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

On this 19th day of January, 2006, before me appeared Hunt S. Brown, who being by me duly sworn, did say that he is a Vice President of Charter Communications Entertainment I, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, that this instrument was signed on behalf of said company by authority of its board of directors, and that Hunt S. Brown declared that his signature placed hereon was the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand on the day and year and in the County and State last written above.


Notary Public

My Commission Expires:

6/17/08

KATHERINE G. KNAPP
Notary Public — Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: June 17, 2008

DATE: 12/21/05

JOB NO. 203-3147.5

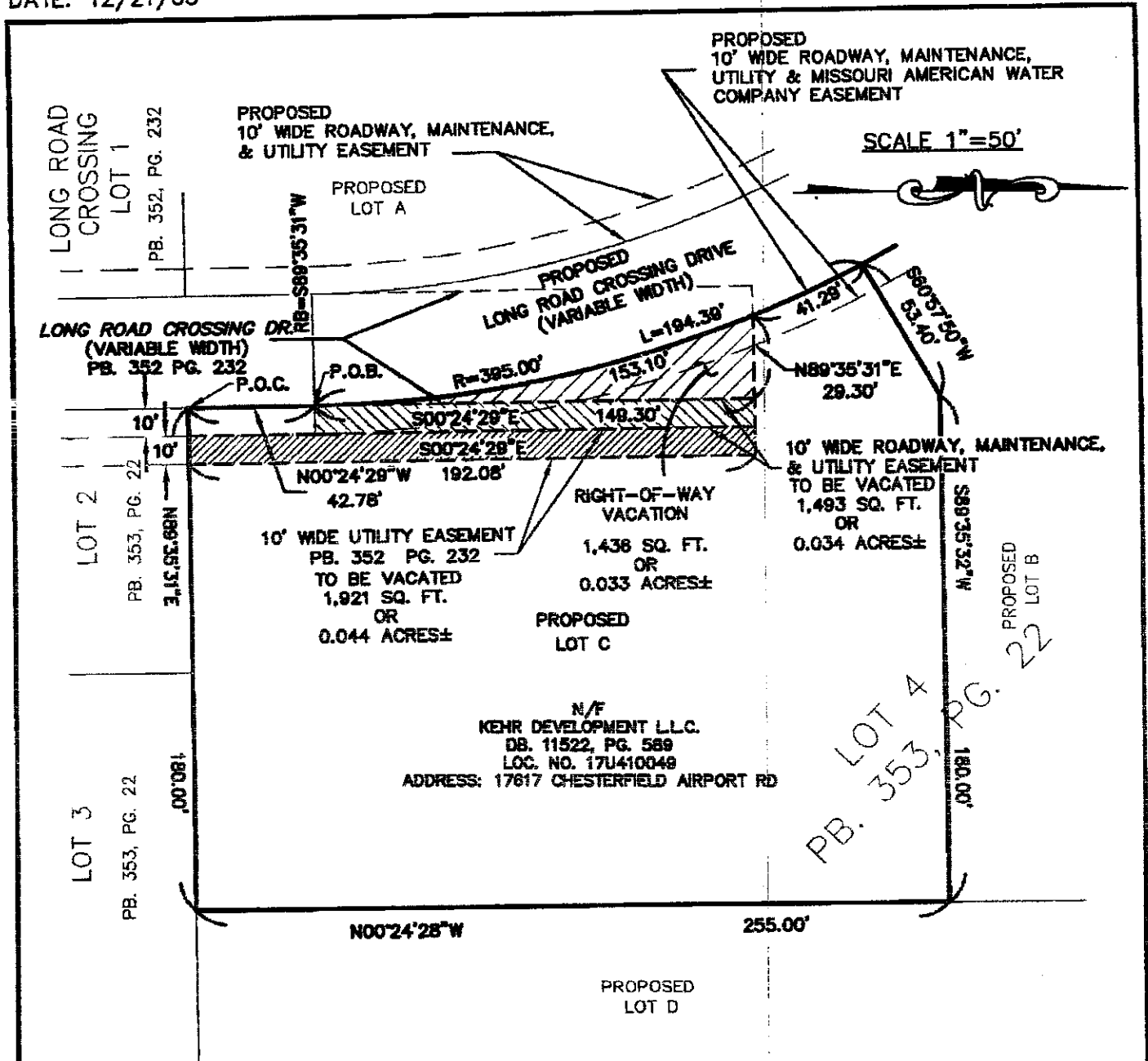


EXHIBIT 'A'

INITIAL:

RIGHT-OF-WAY VACATION PLAT

A TRACT OF LAND BEING PART OF LOT 4 OF LONG ROAD CROSSING LOTS 2, 3, AND 4,
A RESUBDIVISION OF LONG ROAD CROSSING AS RECORDED IN PLAT BOOK 353, PAGE 22
LOCATED IN U.S. SURVEY 1010, TOWNSHIP 45 NORTH, RANGE 3 AND 4 EAST
OF THE 5TH PRINCIPAL MERIDIAN,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



* 2006012700943 *

JANICE M. HAMMONDS, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF
INSTRUMENT
REL

GRANTOR
LACLEDE GAS CO

TO

GRANTEE
KEHR DEVELOPMENT L L C

PROPERTY
DESCRIPTION:

SUR 1010 T 45 R 3E

Lien Number

Notation

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the **TYPE OF INSTRUMENT**, the **NAMES of the GRANTOR and GRANTEE** as well as the **DESCRIPTION of the REAL PROPERTY** affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the **ATTACHED DOCUMENT governs**. Only the **DOCUMENT NUMBER**, the **DATE and TIME** of filing for record, and the **BOOK and PAGE** of the recorded Document is taken from this **CERTIFICATION SHEET**.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

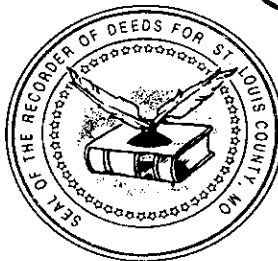
Document Number
943

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 4 pages, (this page inclusive), was filed for record in my office on the 27 day of January 2006 at 03:50 PM and is truly recorded in the book and at the page shown at the top and/or bottom of this page.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

John Reber *92*
Deputy Recorder

____ N.P.
____ N.P.C.
____ N.N.C.
____ N.N.I.



Janice M. Hammonds
Recorder of Deeds
St. Louis County, Missouri

RECORDING FEE \$30.39
(Paid at the time of Recording)

Mail to:

Stock & Associates attn: Research
257 Chesterfield Business Pkwy
Chesterfield, MO 63005

Destination code:

M

B-17042 P-2263/2266

3

PARTIAL RELEASE OF EASEMENT

THIS INSTRUMENT, made this 12th day of January, 2006,
WITNESSETH THAT:

WHEREAS, there has heretofore been granted to Laclede Gas Company, a Missouri corporation, ("GRANTOR"), an easement ("Easement") in certain land located within U. S. Survey 1010, Township 45 North, Range 3 and 4 East, which easement is recorded in Plat Book 352, page 232, of the St. Louis County, Missouri Records wherein the nature and extent of the Easement and the lands affected are described; and

WHEREAS the present owner, Kehr Development L.L.C. ("GRANTEE") of the lands so affected, have requested that **GRANTOR** release part of the Easement and **GRANTOR** is willing to do so to the extent hereinafter described.

NOW THEREFORE, in consideration of One Dollar (\$1.00) in hand paid to **GRANTOR** by said **GRANTEE**, the receipt of which is hereby acknowledged, **GRANTOR** hereby RELEASES AND QUITCLAIMS to said **GRANTEE** all of **GRANTOR'S** right, title and interest in and to that part of the Easement as shown hatched on the attached plat designated Exhibit A.

IN WITNESS WHEREOF, **GRANTOR** has caused this instrument to be signed by its Vice President, Operations and its corporate seal hereunto affixed the day and year first above written.

LACLEDE GAS COMPANY

By

Craig R. Hoeflerlin
Craig R. Hoeflerlin
Vice President, Operations



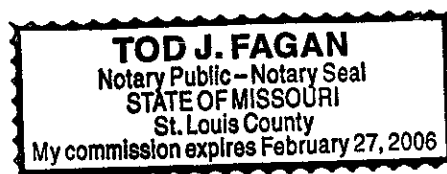
M. C. Kullman
M. C. Kullman - Secretary

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

On the 12 day of JANUARY, 2006, before me,
TOD J. FAGAN, a notary public in and for said state,
appeared Craig R. Hoeferlin, to me personally known, who being by me duly sworn, did say that he is
Vice President, Operations of Laclede Gas Company and that said instrument was signed and sealed in
behalf of said corporation by authority of its Board of Directors and said Craig R. Hoeferlin
acknowledged said instrument to be the free act and deed of said corporation.

My Commission expires: 2-27-2006

Tod J. Fagan
Notary Public



DATE: 12/21/05

PROPOSED JOB NO. 203-3147.5
10' WIDE ROADWAY, MAINTENANCE,
UTILITY & MISSOURI AMERICAN WATER
COMPANY EASEMENT

SCALE 1"=50'

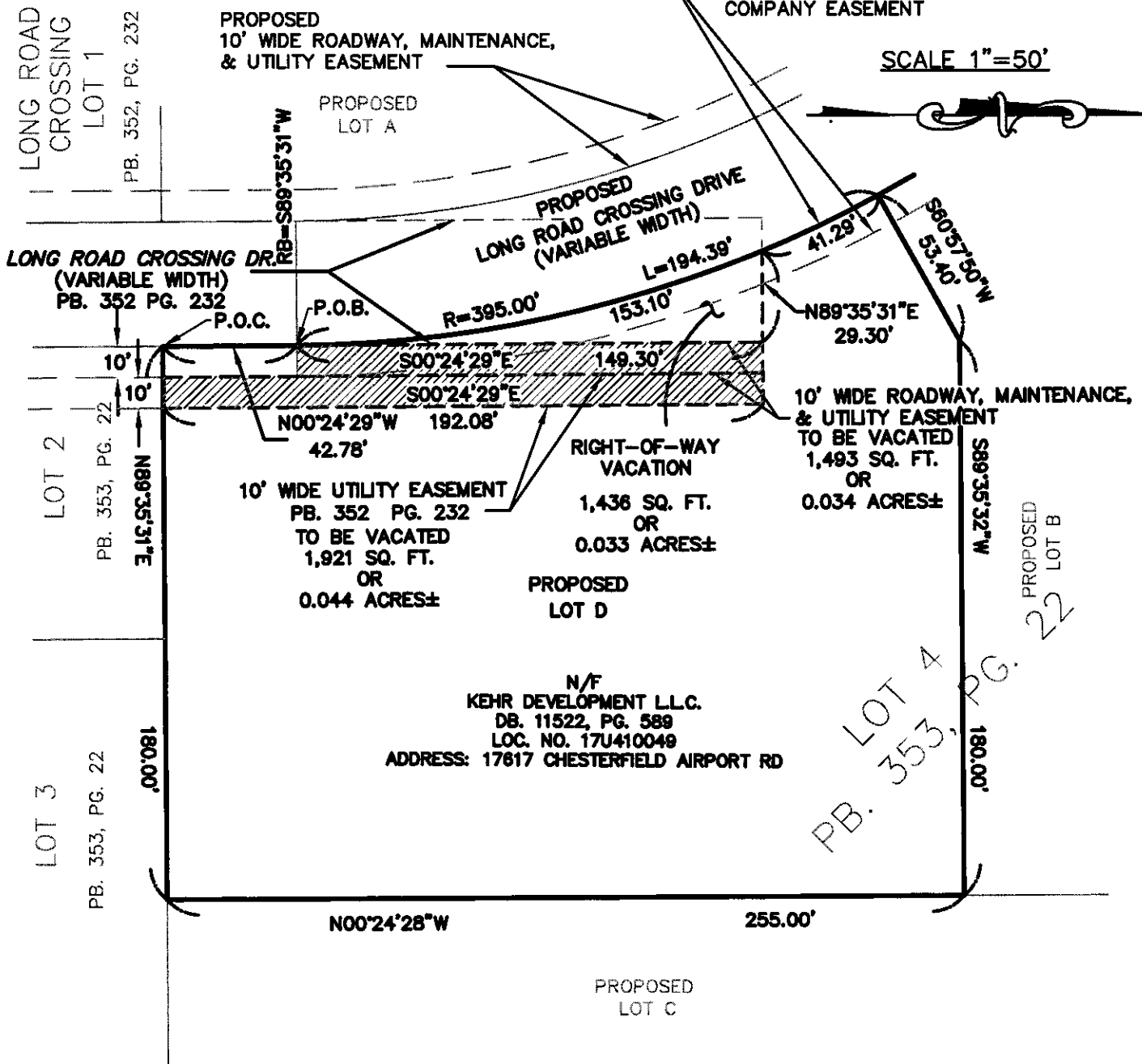


EXHIBIT "A"

INITIAL:

EASEMENT VACATION PLAT

A TRACT OF LAND BEING PART OF LOT 4 OF LONG ROAD CROSSING LOTS 2, 3, AND 4,
A RESUBDIVISION OF LONG ROAD CROSSING AS RECORDED IN PLAT BOOK 353, PAGE 22
LOCATED IN U.S. SURVEY 1010, TOWNSHIP 45 NORTH, RANGE 3 AND 4 EAST
OF THE 5TH PRINCIPAL MERIDIAN,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

F: /DRAW3100/2033147/SURVEY/LOT-4_VAC_EXH.DWG



* 2006022200738 *

JANICE M. HAMMONDS, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF
INSTRUMENT
REL

GRANTOR
S B C MISSOURI

TO

GRANTEE
KEHR DEVELOPMENT L L C

PROPERTY
DESCRIPTION:

LONG ROAD CROSSING RESUB LOT PT 4 PB 353 PG 22

Lien Number

Notation

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the **TYPE OF INSTRUMENT**, the **NAMES of the GRANTOR and GRANTEE** as well as the **DESCRIPTION of the REAL PROPERTY** affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the **ATTACHED DOCUMENT governs**. Only the **DOCUMENT NUMBER**, the **DATE** and **TIME** of filing for record, and the **BOOK** and **PAGE** of the recorded Document is taken from this **CERTIFICATION SHEET**.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

Document Number
738

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 3 pages, (this page inclusive), was filed for record in my office on the 22 day of February 2006 at 10:54 AM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

Jean Reber
Deputy Recorder



Janice M. Hammonds
Recorder of Deeds
St. Louis County, Missouri

Mail to:

attn:
Stock & Associates Research
257 Chesterfield Business Pkwy
Chesterfield, Mo 63005

Destination code:

M

___ N.P.
___ N.P.C.
___ N.N.C.
___ N.N.I.

RECORDING FEE \$27.39
(Paid at the time of Recording)

2



Missouri

Release of Easement

THIS RELEASE OF EASEMENT, entered into by **SOUTHWESTERN BELL TELEPHONE, LP, dba, SBC Missouri** (f/k/a Southwestern Bell Telephone Company) 12930 Olive Blvd., Creve Coeur, Missouri 63141, GRANTOR, Present Owners **KEHR DEVELOPMENT LLC 17617 CHESTERFIELD AIRPORT RD CHESTERFIELD MO**, GRANTEES, wherein GRANTOR, in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEES, all or a specific portion of a certain easement for telephone Communications Purposes hereinafter described that affects land owned by GRANTEES situated in **St. Louis County, State of Missouri**, and described as follows:

A TRACT OF LAND BEING PART OF LOT 4 OF LONG ROAD CROSSING LOTS 2, 3, AND 4, A RESUBDIVISION OF LONG ROAD CROSSING AS RECORDED IN PLAT BOOK 353, PAGE 22 LOCATED IN U.S. SURVEY 1010, TOWNSHIP 45 NORTH, RANGE 3 AND 4 EAST OF THE 5th PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD COUNTY OF ST. LOUIS STATE OF MISSOURI.

Said Land of GRANTEES being subject to: **Easement recorded in favor of SBC Missouri.**

The portion of said easement to be hereby released is described as follows: **A dedicated 10' wide easements and right of way indicated as the area shown as hachured upon "EXHIBIT "A" attached hereto and made a part thereof.**

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEES, their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this day ~~12th of January, 2006~~ ^{February}

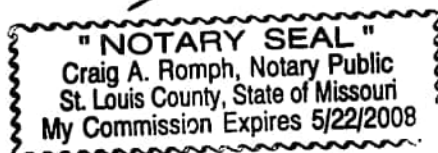
SBC Missouri

Melvon L. Houston
Director-Engineering/Construction (Missouri)

STATE of Missouri
COUNTY of St. Louis

BEFORE ME, the undersigned authority, on this day personally appeared Melvon L. Houston, known to me to be the person whose name is subscribed to the foregoing instrument, and upon being duly sworn did state and acknowledge that he is the Director-Engineering/Construction (Missouri) of SBC Missouri, a Limited Partnership organized under the laws of the State of Texas, and that he executed the foregoing instrument in the capacity stated under authority of its Board of Directors purposes and considerations therein expressed as the free and voluntary act and deed of SBC Missouri.

Given under my hand and seal of office this the ~~16th~~ day of ~~January~~ ^{February} 2006 AD



DATE: 12/21/05

JOB NO. 203-3147.5

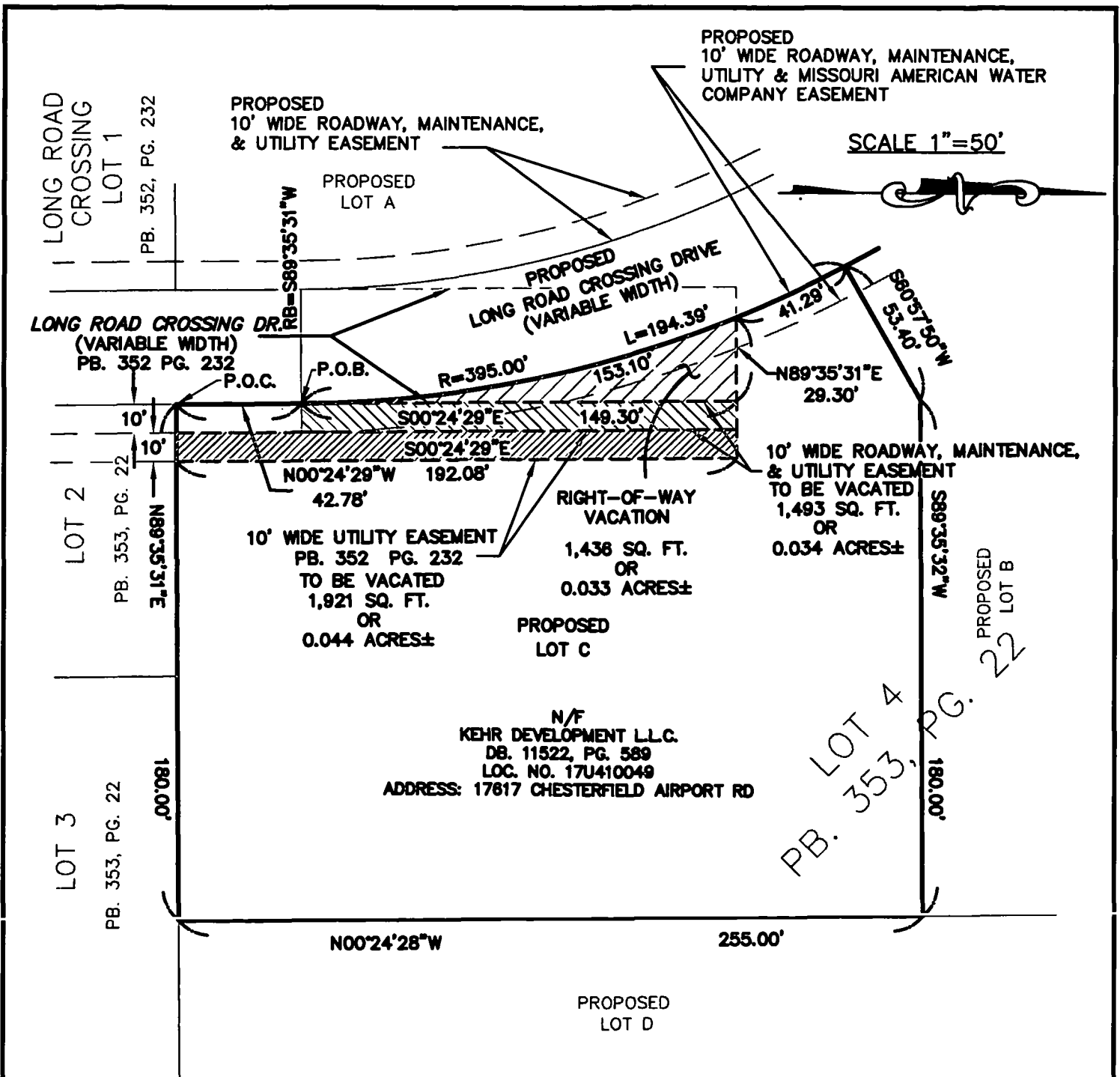


EXHIBIT 'A'

INITIAL:

RIGHT-OF-WAY VACATION PLAT

A TRACT OF LAND BEING PART OF LOT 4 OF LONG ROAD CROSSING LOTS 2, 3, AND 4,
A RESUBDIVISION OF LONG ROAD CROSSING AS RECORDED IN PLAT BOOK 353, PAGE 22
LOCATED IN U.S. SURVEY 1010, TOWNSHIP 45 NORTH, RANGE 3 AND 4 EAST
OF THE 5TH PRINCIPAL MERIDIAN,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI



* 2006022401270 *

JANICE M. HAMMONDS, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT GRANTOR TO GRANTEE
PTL-R UNION ELECTRIC CO ETAL KEHR DEVELOPMENT L L C

PROPERTY DESCRIPTION: LONG ROAD CROSSING SUB PLAT LOT 1 PB 352 PG 232

Lien Number

Notation

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

Document Number
1,270

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 4 pages, (this page inclusive), was filed for record in my office on the 24 day of February 2006 at 04:15 PM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

JoAnn Reber
Deputy Recorder



Janice M. Hammonds
Recorder of Deeds
St. Louis County, Missouri

Mail to:

Destination code:

P

___ N.P.
___ N.P.C.
___ N.N.C.
___ N.N.I.

RECORDING FEE \$30.00
(Paid at the time of Recording)

3

PARTIAL RELEASE OF EASEMENT

THIS INSTRUMENT made this 14th day of February, 2006.

WHEREAS, UNION ELECTRIC COMPANY d/b/a AmerenUE (hereinafter "AmerenUE") ("Grantor") is the holder, either as original Grantee or as successor in interest to the original Grantee, of that certain Easement granted by KEHR DEVELOPMENT, L.L.C. ("Grantee") dated March 30, 2004, and recorded at Plat Book 352, Page 232, in the Office of the Recorder of Deeds for the County of St. Louis, State of Missouri, affecting the therein described property, to wit:

Parcel A of the Subdivision Plat Lot 1 and Parcel A Long Road Crossing Subdivision in St. Louis County, Missouri.

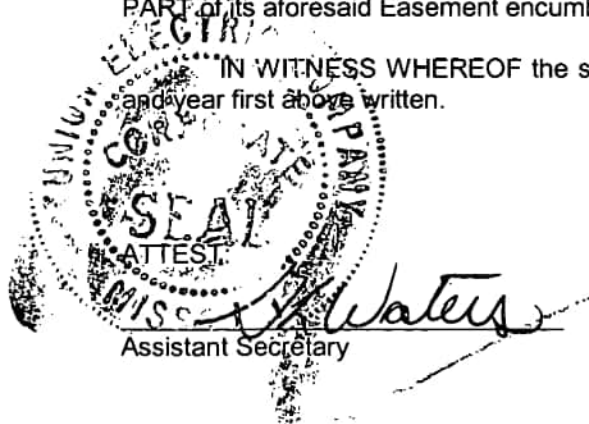
WHEREAS, it is the purpose of AmerenUE to release that PART of its easement encumbering the PORTION of the premises, said portion being described as:

A variable width strip of land being part of Parcel A of the Subdivision Plat Lot 1 and Parcel A Long Road Crossing Subdivision, being part of Lots 2 and 3 of Damian Kroenungs Estate, U.S. Survey 1010, Township 45 North, Ranges 3 and 4 East, St. Louis County, Missouri; as per plat thereof recorded in Plat Book 352, Page 232 of the St. Louis County, Missouri, Records.

Said variable width strip of land is further illustrated as hachured on the drawing attached hereto marked Exhibit "A" and made a part hereof.

NOW THEREFORE, AmerenUE, in consideration of One Dollar (\$1) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby remise and release only that PART of its aforesaid Easement encumbering the PORTION of the premises hereinabove described.

IN WITNESS WHEREOF the said AmerenUE has caused these presents to be executed the day and year first above written.



UNION ELECTRIC COMPANY
d/b/a AmerenUE

By: Dennis W. Weisenborn
Dennis W. Weisenborn
Vice President

STATE OF MISSOURI

CITY OF ST. LOUIS

} SS

On the 14th day of February, 2006, before me appeared Dennis W. Weisenborn, to me personally known, who being by me duly sworn, did say that he is a Vice President of Union Electric Company d/b/a AmerenUE and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that such instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said Dennis W. Weisenborn acknowledged said instrument to be the free act and deed of said corporation.

Nannette H. Morton
Notary Public



NHM/rst
Easement No. Long Road Crossing Subd.
PB352/PG232
redocs\seasement\nhm-proe-kehr dev., llc
Ellisville District
01/30/06

Rev. 12/01

DATE: 12/21/05

JOB NO. 203-3147.5

PROPOSED
10' WIDE ROADWAY, MAINTENANCE,
UTILITY & MISSOURI AMERICAN WATER
COMPANY EASEMENT

SCALE 1"=50'

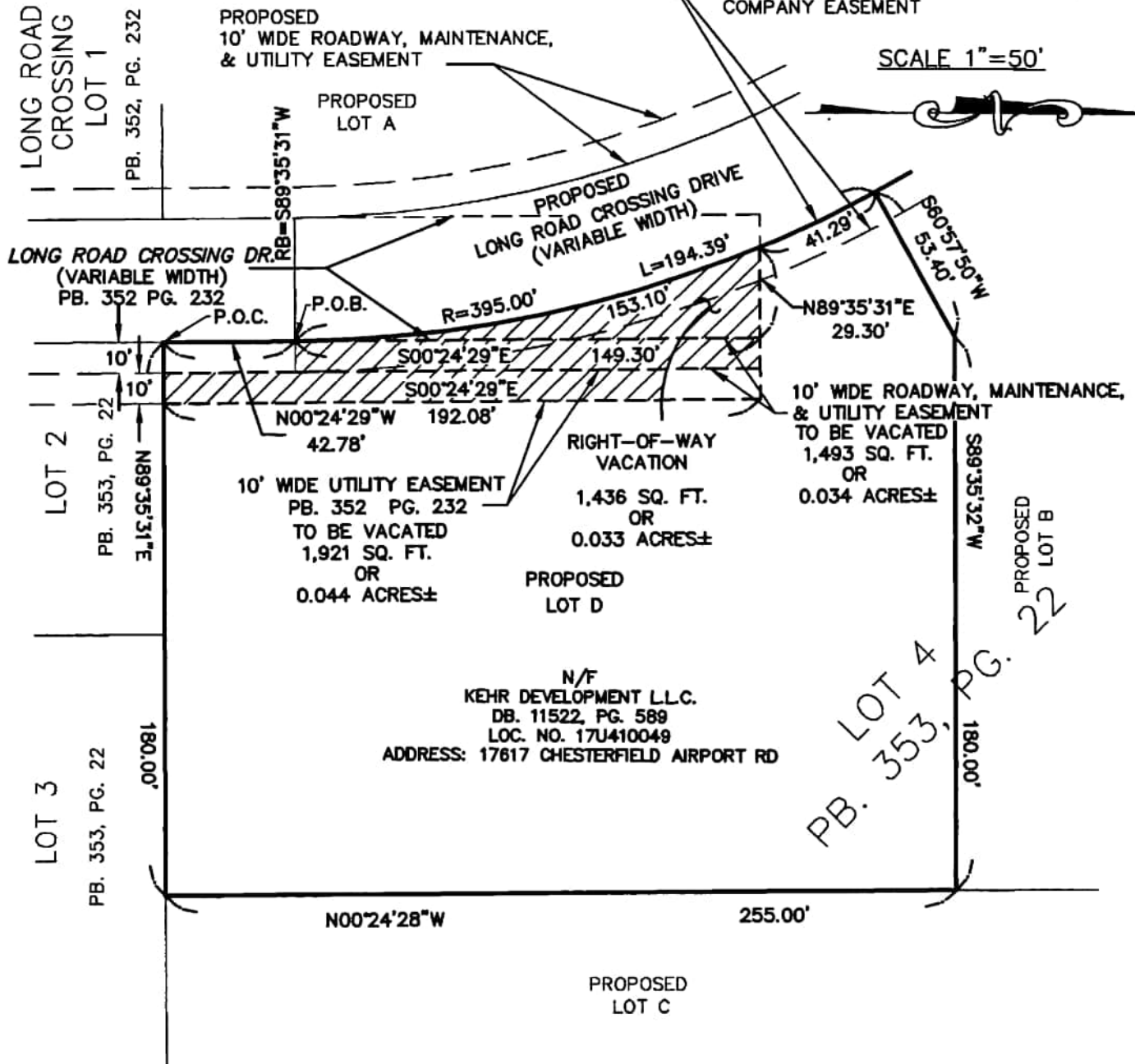


EXHIBIT 'A'

INITIAL:

RIGHT-OF-WAY VACATION PLAT

A TRACT OF LAND BEING PART OF LOT 4 OF LONG ROAD CROSSING LOTS 2, 3, AND 4,
A RESUBDIVISION OF LONG ROAD CROSSING AS RECORDED IN PLAT BOOK 353, PAGE 22
LOCATED IN U.S. SURVEY 1010, TOWNSHIP 45 NORTH, RANGE 3 AND 4 EAST
OF THE 5TH PRINCIPAL MERIDIAN,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

F: /DRAW3100/2033147/SURVEY/LOT-4_VAC_EXH.DWG



Spire Missouri Inc.
700 Market St.
St. Louis, MO 63101

April 23, 2024

Kehr Development

911 South 13th Street
St. Louis, Missouri 63103

Re: B Street Collision Center at 714 Long Road Crossing Drive (7543)
Request for Right-of-Way Vacation

Right-of-Way Vacation: A portion of Long Road Crossing Drive, as established by Plat Book 352 at Page 232 as located in U.S. Survey 1010, Township 45 North, Ranges 3 & 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri.

Ty Gramling, P.E.,

In response to your email dated April 12, 2024, relative to the above referenced right-of-way vacation request.

Please be advised that Spire Missouri Inc. ("Spire") has no facilities located within the area which is requested to be vacated.

Sincerely,


Alex Sammet (Apr 22, 2024 07:14 CDT)

Alex Sammet
Right of Way Area Manager, Missouri
Spire Missouri Inc.

TJF: JAL

Engineering Dept. Approval: 

System Planning Approval: 

GRAPHIC SCALE

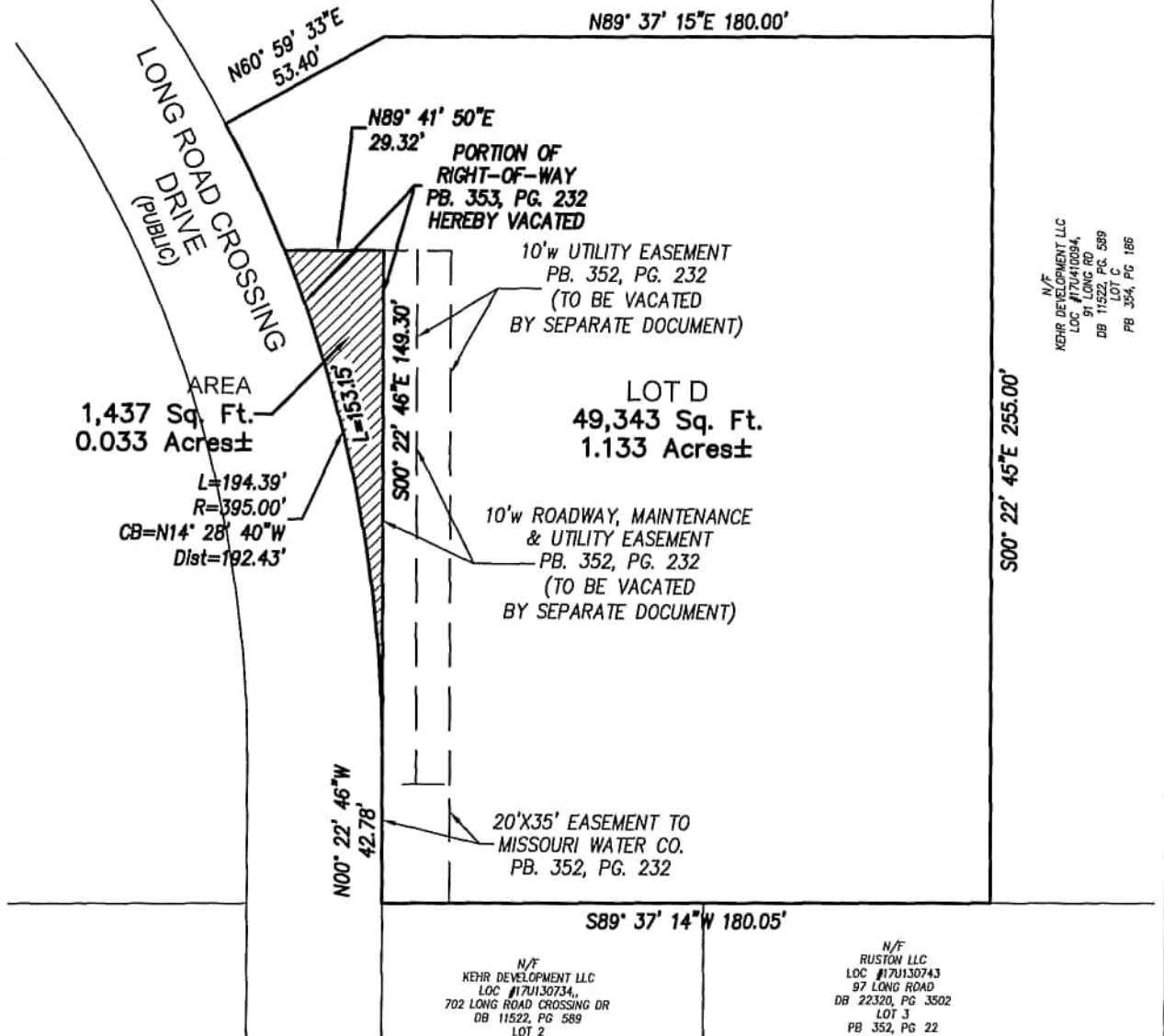


(IN FEET)

1 inch = 50 ft.



N/F
KEHR DEVELOPMENT LLC
LOC #170410214,
714 LONG ROAD CROSSING DR
DB 11522, PG 589



EXHIBIT

RIGHT-OF-WAY VACATION EXHIBIT

A PORTION OF LONG ROAD CROSSING DRIVE, AS ESTABLISHED BY
PB. 352, PG. 232, LOCATED IN U.S. SURVEY 1010, TOWNSHIP 45 NORTH,
RANGES 3 & 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

DATE: 4/05/2024

7543/STREET-VAC EXHIBIT.DWG

186

BOOK 341 PAGE 180
FILED FOR RECORD
AUG 22 1966
RECORDED & INDEXED
BY LOUISIANA
577

[illegible][illegible][illegible]

RESUBDIVISION PLAT
4 OF LONG ROAD CROSSING LOTS 2 3 AND 4

LOCK & ASSOCIATES
Consulting Engineers, Inc.

09/11/05	DWT	09/16/05	205-2147	1 of 1
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[illegible]

CHERRYFIELD MOUNTAINS
(VARIABLE WIDTH)

ST. LOUIS COUNTY BENCH WARRANT

TO: HONORABLE JUDGE OF THE COURT OF THE COUNTY OF ST. LOUIS
FROM: THE DISTRICT ATTORNEY OF THE COUNTY OF ST. LOUIS
SUBJECT: JAMES EARL RAY, AKA. AND ALIAS
ARRESTED ON 10-1-68

NOTE BENCH WARRANT

ON 10-1-68, THE ST. LOUIS COUNTY JUDGE
OF THE COURT OF THE COUNTY OF ST. LOUIS
ISSUED A BENCH WARRANT FOR THE ARREST OF
JAMES EARL RAY, AKA. AND ALIAS, ON 10-1-68.

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PREPARED FOR
KEHR DEVELOPMENT, LLC
331 SPUR 1254 SPEER
ST 1ST FL. MO 653
PHONE (314) 241-0114
FAX (314) 821-8142

FIRST SERVICE BANK
BANK SPACE CONTACT FOR PROJECT
1332 NATION WALK
ST 1ST FL. MO 63106
PH (314) 894-2500
FAX (314) 96-8327

CHESFIELD AIRPORT ROAD (VARIABLE WIDTH)

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[illegible]

1. PERSONAL INFORMATION - NAME, ADDRESS, PHONE NUMBER, DATE OF BIRTH, SEX, RACE, RELIGION, MARITAL STATUS, EDUCATION, OCCUPATION, INTERESTS, HOBBIES, etc.
 2. EDUCATION - SCHOOL, GRADE, DATES, etc.
 3. EMPLOYMENT - EMPLOYER, POSITION, DATES, etc.
 4. TRAVEL - COUNTRY, CITY, DATES, etc.
 5. RELIGION - RELIGION, CHURCH, etc.
 6. INTERESTS - SPORTS, MUSIC, ART, etc.
 7. HOBBIES - GARDENING, FISHING, etc.
 8. CHARACTERISTICS - PHYSICAL, PERSONALITY, etc.
 9. REFERENCES - NAME, ADDRESS, PHONE NUMBER, etc.
 10. NOTES - ANY OTHER INFORMATION

[illegible]

1. RESUBDIVISION PLAN
 2. LOT 4 OF LONG ROAD CROSSING LOTS 2, 3 AND 4
 3. STOCK & ASSOCIATES
 4. Consulting Engineers, Inc.
 5. ALL Other Information of
6. Date of Issue
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* 1998033000759 *

DANIEL T. O'LEARY
RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL
CLAYTON, MO 63105

RECORDER OF DEEDS DOCUMENT IDENTIFICATION & CERTIFICATION SHEET

TYPE OF INSTRUMENT GRANTOR TO GRANTEE
WD AIRPORT TRACT JOINT VENTURE KEHR DEVELOPMENT L L C

PROPERTY DESCRIPTION SUR 1010 T 45 R 3

Lien Number

Notation

Document Number
759

Locator

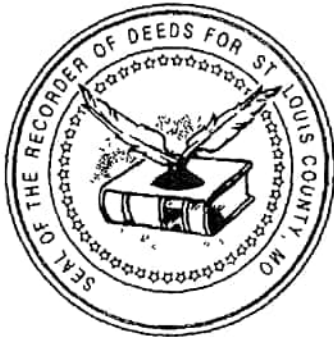
STATE OF MISSOURI)

SS

COUNTY OF ST. LOUIS)

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 2 pages, (this page inclusive), was filed for record in my office on the 30 day of March 1998 at 12:56 PM and is truly recorded in the book and at the page shown at the top and/or bottom of this page

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.



Daniel R O'Leary
Recorder of Deeds
St Louis County, Missouri

J. Allen
Deputy Recorder

RECORDING FEE \$18.00

(Paid at the time of Recording)

____ N.P.
____ N.P.C
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Mail to:

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Destination code 3

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B-11522 F-0589/0590

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2

GENERAL WARRANTY DEED
(PARTNERSHIP)

THIS DEED, made and entered into this 27th day of March, 1998 by and between
Airport Tract Joint Venture, a Missouri general partnership

of the County of St. Louis, State of Missouri party or parties of the first part, and
Kehr Development, L.L.C., a Missouri limited liability company
Address: 13334 Fairfield Square, Chesterfield, MO 63017

of the County of St. Louis, State of Missouri party or parties of the second part.

WITNESSETH, that the said party or parties of the first part, for and in
consideration of the sum of One Dollar and other valuable considerations paid by the
said party or parties of the second part, the receipt of which is hereby acknowledged,
does or do by these presents GRANT, BARGAIN and SELL, CONVEY and CONFIRM unto the said
party or parties of the second part, the following described Real Estate, situated in
the County of St. Louis and State of Missouri, to-wit:

A tract of land being part of U.S. Survey 1010, Township 45 North, Range 3 and 4 East
in St. Louis County, Missouri and more particularly described as follows: Beginning at
point, said point being the intersection of the South line of U.S. Highway 40 and the
West line of Long Road extension; thence South 00 degrees 17 minutes 01 seconds East,
363.77 feet; thence South 02 degrees 33 minutes 39 seconds East, 362.64 feet; thence
South 00 degrees 02 minutes 24 seconds West, 370.26 feet; thence South 30 degrees 20
minutes 35 seconds West 113.94 feet to the North line of Old Olive Street Road; thence
South 88 degrees 27 minutes 29 seconds West, 721.27 feet; thence North 03 degrees 36
minutes 57 seconds West, 1285.85 feet; thence South 85 degrees 17 minutes 53 seconds
East, 844.76 feet to the point of beginning.

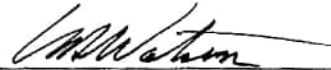
Subject to building lines, conditions, restrictions, easements and zoning regulations
of record if any.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the
same belonging, unto the said party or parties of the second part, and to the heirs
and assigns of such parties forever.

The said party or parties of the first part hereby covenanting that said party or
parties and the heirs, executors and administrators of such party or parties, shall
and will WARRANT AND DEFEND the title to the premises unto the said party or parties
of the second part, and to the heirs and assigns of such party or parties forever,
against the lawful claims of all persons whomsoever, excepting, however, the general
taxes for the calendar year 1998 and thereafter, and special taxes becoming a lien
after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have
hereunto set their hand or hands the day and year first above written.

Airport Tract Joint Venture, a
Missouri general partnership



By: Amos D. Watson, Majority Partner

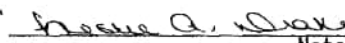
FLORIDA
STATE OF ~~MISSOURI~~)
MARCO ISLAND) ss. On this 27th day of March, 1998 before me personally
CITY OF ST. LOUIS)

appeared Amos D. Watson being partners of Airport Tract Joint Venture, a Missouri
General Partnership to me known to be the Partnership described the foregoing
instrument, and acknowledged that they executed the same as the free act and deed of
said Partnership.

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



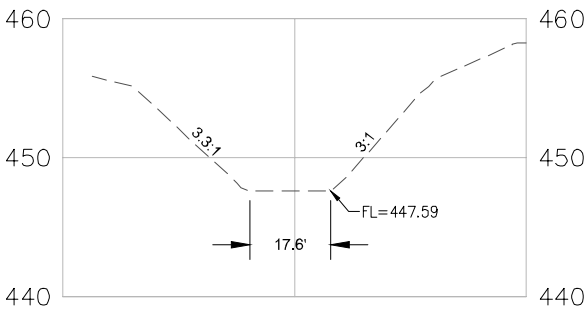
LESLIE A. DRAKE
My Commission CC519558
Expires Dec 18, 1999


Notary Public

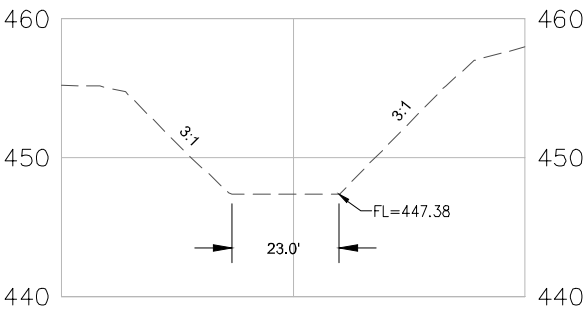
My term expires:

MASTER CHANNEL CROSS SECTIONS

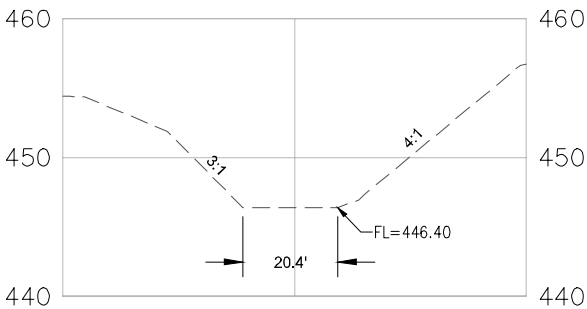
MASTER CHANNEL SECTION (NORTH)



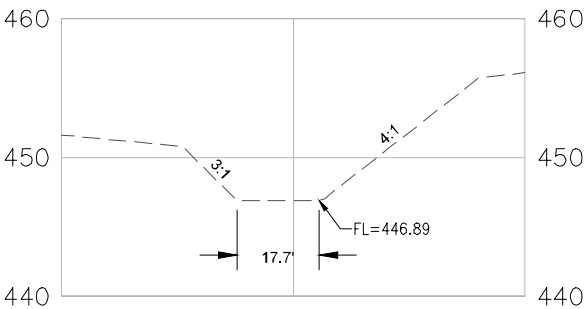
MASTER CHANNEL SECTION (NORTH)



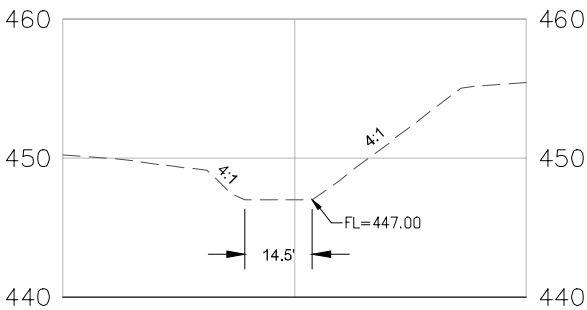
MASTER CHANNEL SECTION (EAST)



MASTER CHANNEL SECTION (EAST)



MASTER CHANNEL SECTION (EAST)



LONG ROAD CROSSING
DRIVE
(PUBLIC)

SN: 22' 16"E 140 30'

N00° 22' 46"W
42.78'

N/F
KEHR DEVELOPMENT LLC
LOC. #17U410094,
91 LONG RD
DB. 11522, PG. 589
LOT C
PB. 354, PG. 186

S00° 22' 45"E 255.00'

7543/STREET-VAC EXHIBIT.DWG