



**AGENDA REVIEW MEETING  
CHESTERFIELD CITY COUNCIL  
Wednesday, May 19, 2021  
6:30PM**

**I. Communications and Petitions – Mayor Bob Nation**

**A. Oath of Office – Municipal Judge Mark Gaertner**

**B. Proclamations – The Coding Cheetahs**

- Ashvik Kothari – Chesterfield Elementary School
- Nikhil Sharma – Chesterfield Elementary School
- Devansh Sharma – Kehrs Mill Elementary School
- Shrey Sharma – Kehrs Mill Elementary School
- Swaraj Pandey – Wildhorse Elementary School

**II. Appointments – Mayor Bob Nation**

**A. Architectural Review Board – Appointment (Susan M. Lew)  
Planning & Public Works Committee recommends approval**

**B. Architectural Review Board – Appointment (Kristopher T. Mehrstens)  
Planning & Public Works Committee recommends approval**

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

**A. Next Meeting – May 20, 2021 (5:30pm)**

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

**A. Destruction of Records – In Accordance with F&A Policy No. 1 and  
the Records Retention Schedule for the State of Missouri**

**B. Reimbursement Agreement for Legal Expenses**

**C. Public Purpose – Proposed Policy**

**D. Franchise Tax Audit Update**

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

**A. Next Meeting – Tuesday, May 25, 2021 (5:30 pm)**

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

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

**VIII. Other Legislation**

**A. Bill No. 3343 - Grand Reserve, Plat 2 – Record Plat** – An ordinance providing for the approval of a Record Plat for Plat 2 of the Grand Reserve subdivision, a 0.729-acre tract of land zoned “R-4” located east of the intersection of Olive Boulevard and Grand Reserve Drive (18S641691) **(First & Second Readings) Planning Commission recommends approval.**

**B. Bill No. 3344 - 2272 & 2241 Clarkson Rd.** - Boundary Adjustment Plat – An ordinance providing for the approval of a Boundary Adjustment Plat for 2272 & 2241 Clarkson Road, a tract of land totaling 1.006 acres zoned “NU” Non-Urban District located east of Clarkson Road and south of Wilson Avenue (20T520103) **(First & Second Readings) Department of Planning recommends approval.**

**IX. Unfinished Business** – Mayor Bob Nation

**X. New Business** – Mayor Bob Nation

**XI. Adjournment**

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

**Notice** is hereby given that the City Council may also hold a closed meeting for the purpose of dealing with matters relating to one or more of the following: legal actions, causes of action, litigation or privileged communications between the City’s representatives and its attorneys (RSMo 610.021(1) 1994; lease, purchase or sale of real estate (RSMo 610.021(2) 1994; hiring, firing, disciplining or promoting employees with employee groups (RSMo 610.021(3) 1994; Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups (RSMo 610.021(9) 1994; and/or bidding specification (RSMo 610.021(11) 1994.

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



**AGENDA**  
**CITY COUNCIL MEETING**  
**Chesterfield City Hall**  
**690 Chesterfield Parkway West**  
**Wednesday, May 19, 2021**  
**7:00PM**

- I. CALL TO ORDER** – Mayor Bob Nation
- II. PLEDGE OF ALLEGIANCE** – Mayor Bob Nation
- III. MOMENT OF SILENT PRAYER** – Mayor Bob Nation
- IV. ROLL CALL** – City Clerk Vickie McGownd
- V. APPROVAL OF MINUTES** – Mayor Bob Nation
  - A. City Council Meeting Minutes** – May 3, 2021
- VI. INTRODUCTORY REMARKS** – Mayor Bob Nation
  - A. Thursday, May 20, 2021 – Planning & Public Works (5:30 pm)**
  - B. Monday, May 24, 2021 – Planning Commission (7pm)**
  - C. Tuesday, May 25, 2021 – Parks, Recreation and Arts (5:30 pm)**
  - D. Monday, May 30, 2021 – City Hall Closed – Memorial Day**
  - E. Monday, June 7, 2021 – City Council (7pm)**
- VII. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation
  - A. Oath of Office** – Municipal Judge Mark Gaertner
  - B. Proclamations** – The Coding Cheetahs
    - Ashvik Kothari – Chesterfield Elementary School
    - Nikhil Sharma – Chesterfield Elementary School
    - Devansh Sharma – Kehrs Mill Elementary School
    - Shrey Sharma – Kehrs Mill Elementary School
    - Swaraj Pandey – Wildhorse Elementary School

## **VIII. APPOINTMENTS – Mayor Bob Nation**

- A. Architectural Review Board – Appointment (Susan M. Lew)  
Planning & Public Works Committee recommends approval**
- B. Architectural Review Board – Appointment (Kristopher T. Mehrstens)  
Planning & Public Works Committee recommends approval**

## **IX. COUNCIL COMMITTEE REPORTS**

- A. Planning and Public Works Committee – Chairperson Mary Monachella,  
Ward I**
  - 1. Next Meeting – May 20, 2021 (5:30pm)**
- B. Finance and Administration Committee – Chairperson Michael Moore,  
Ward III**
  - 1. Destruction of Records – In Accordance with F&A Policy No. 1 and the  
Records Retention Schedule for the State of Missouri**
  - 2. Reimbursement Agreement for Legal Expenses**
  - 3. Public Purpose – Proposed Policy**
  - 4. Franchise Tax Audit Update**
- C. Parks, Recreation and Arts Committee – Chairperson Mary Ann  
Mastorakos, Ward II**
  - 1. Next Meeting – Tuesday, May 25, 2021 (5:30 pm)**
- D. Public Health and Safety Committee – Chairperson Tom DeCampi, Ward IV**

## **X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel**

## **XI. OTHER LEGISLATION**

- A. Bill No. 3343 - Grand Reserve, Plat 2 – Record Plat – An ordinance  
providing for the approval of a Record Plat for Plat 2 of the Grand Reserve  
subdivision, a 0.729-acre tract of land zoned “R-4” located east of the  
intersection of Olive Boulevard and Grand Reserve Drive (18S641691) (First &  
Second Readings) Planning Commission recommends approval.**

**B. Bill No. 3344 - 2272 & 2241 Clarkson Rd. - Boundary Adjustment Plat –**

An ordinance providing for the approval of a Boundary Adjustment Plat for 2272 & 2241 Clarkson Road, a tract of land totaling 1.006 acres zoned “NU” Non-Urban District located east of Clarkson Road and south of Wilson Avenue (20T520103) **(First & Second Readings) Department of Planning recommends approval.**

**XII. UNFINISHED BUSINESS – Mayor Bob Nation**

**XIII. NEW BUSINESS – Mayor Bob Nation**

**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.



## **OATH OF OFFICE**

*I, Mark J. Gaertner, being first duly sworn on my oath, state that I possess all of the qualifications prescribed by law as Municipal Judge for the City of Chesterfield, St. Louis County, State of Missouri; that I will support the Constitutions of the United States and the State of Missouri, the provisions of all laws of this State affecting Cities of the Third Class, and the Ordinances of the City of Chesterfield, St. Louis County, State of Missouri, and faithfully demean myself as Municipal Judge for the City of Chesterfield.*

*Dated this 19<sup>th</sup> day of May 2021.*

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*Mark J. Gaertner, Municipal Judge*

*Subscribed and sworn to before me this 19<sup>th</sup> day of May 2021.*

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*Judge Gary M. Gaertner, Sr.*

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*Judge Gary M. Gaertner, Jr.*

# Proclamation

## City of Chesterfield, Missouri

**Whereas:**

*Ashvik Kothari resides at 1326 Wellington View Place in the City of Chesterfield, Missouri; and,*

**WHEREAS,**

*Mr. Kothari is a member of The Coding Cheetahs and was found to be worthy of the Innovation Project Award in the 9-16 age group at the FIRST LEGO League Eastern Missouri Regional Championship; and,*

**WHEREAS,**

*This accomplishment has earned the team the title of State Champions in their division. Their dedication, innovation and success has not only brought recognition to their school but also to the City of Chesterfield; and,*

**NOW, THEREFORE, I, Bob Nation, Mayor of the City of Chesterfield, do hereby proclaim May 19, 2021 as**

### **THE CODING CHEETAHS DAY In the City of Chesterfield**

*And I wish to formally convey my congratulations to Ashvik Kothari for this very noteworthy accomplishment.*

**IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND CAUSED THE OFFICIAL SEAL OF THE CITY OF CHESTERFIELD TO BE AFFIXED THIS 19<sup>th</sup> DAY OF MAY 2021.**



*Bob Nation*  
Bob Nation, Mayor

**ATTEST:**

*Vickie McGownd*  
Vickie McGownd, City Clerk

# Proclamation

## City of Chesterfield, Missouri

**Whereas:**

*Nikhil Sharma resides at 1533 Highland Valley Circle in the City of Chesterfield, Missouri; and,*

**WHEREAS,**

*Mr. Sharma is a member of The Coding Cheetahs and was found to be worthy of the Innovation Project Award in the 9-16 age group at the FIRST LEGO League Eastern Missouri Regional Championship; and,*

**WHEREAS,**

*This accomplishment has earned the team the title of State Champions in their division. Their dedication, innovation and success has not only brought recognition to their school but also to the City of Chesterfield; and,*

**NOW, THEREFORE, I, Bob Nation, Mayor of the City of Chesterfield, do hereby proclaim May 19, 2021 as**

### **THE CODING CHEETAHS DAY In the City of Chesterfield**

*And I wish to formally convey my congratulations to Nikhil Sharma for this very noteworthy accomplishment.*

**IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND CAUSED THE OFFICIAL SEAL OF THE CITY OF CHESTERFIELD TO BE AFFIXED THIS 19<sup>th</sup> DAY OF MAY 2021.**



*Bob Nation*  
\_\_\_\_\_  
Bob Nation, Mayor

**ATTEST:**

*Vickie McGownd*  
\_\_\_\_\_  
Vickie McGownd, City Clerk

# Proclamation

## City of Chesterfield, Missouri

**Whereas:**

*Devansh Sharma resides at 1911 Rustic Oak Road in the City of Chesterfield, Missouri; and,*

**WHEREAS,**

*Mr. Sharma is a member of The Coding Cheetahs and was found to be worthy of the Innovation Project Award in the 9-16 age group at the FIRST LEGO League Eastern Missouri Regional Championship; and,*

**WHEREAS,**

*This accomplishment has earned the team the title of State Champions in their division. Their dedication, innovation and success has not only brought recognition to their school but also to the City of Chesterfield; and,*

**NOW, THEREFORE, I, Bob Nation, Mayor of the City of Chesterfield, do hereby proclaim May 19, 2021 as**

### **THE CODING CHEETAHS DAY In the City of Chesterfield**

*And I wish to formally convey my congratulations to Devansh Sharma for this very noteworthy accomplishment.*

**IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND CAUSED THE OFFICIAL SEAL OF THE CITY OF CHESTERFIELD TO BE AFFIXED THIS 19<sup>th</sup> DAY OF MAY 2021.**



*Bob Nation*  
\_\_\_\_\_  
Bob Nation, Mayor

**ATTEST:**

*Vickie McGownd*  
\_\_\_\_\_  
Vickie McGownd, City Clerk

# Proclamation

## City of Chesterfield, Missouri

**Whereas:**

*Shrey Sharma resides at 15587 Meadowbrook Circle Lane in the City of Chesterfield, Missouri; and,*

**WHEREAS,**

*Mr. Sharma is a member of The Coding Cheetahs and was found to be worthy of the Innovation Project Award in the 9-16 age group at the FIRST LEGO League Eastern Missouri Regional Championship; and,*

**WHEREAS,**

*This accomplishment has earned the team the title of State Champions in their division. Their dedication, innovation and success has not only brought recognition to their school but also to the City of Chesterfield; and,*

**NOW, THEREFORE, I, Bob Nation, Mayor of the City of Chesterfield, do hereby proclaim May 19, 2021 as**

### **THE CODING CHEETAHS DAY In the City of Chesterfield**

*And I wish to formally convey my congratulations to Shrey Sharma for this very noteworthy accomplishment.*

**IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND CAUSED THE OFFICIAL SEAL OF THE CITY OF CHESTERFIELD TO BE AFFIXED THIS 19<sup>th</sup> DAY OF MAY 2021.**



*Bob Nation*  
\_\_\_\_\_  
Bob Nation, Mayor

**ATTEST:**

*Vickie McGownd*  
\_\_\_\_\_  
Vickie McGownd, City Clerk

# Proclamation

## City of Chesterfield, Missouri

**Whereas:**

*Swaraj Pandey resides at 357 Oak Stand Path in the City of Chesterfield, Missouri; and,*

**WHEREAS,**

*Mr. Pandey is a member of The Coding Cheetahs and was found to be worthy of the Innovation Project Award in the 9-16 age group at the FIRST LEGO League Eastern Missouri Regional Championship; and,*

**WHEREAS,**

*This accomplishment has earned the team the title of State Champions in their division. Their dedication, innovation and success has not only brought recognition to their school but also to the City of Chesterfield; and,*

**NOW, THEREFORE, I, Bob Nation, Mayor of the City of Chesterfield, do hereby proclaim May 19, 2021 as**

### **THE CODING CHEETAHS DAY In the City of Chesterfield**

*And I wish to formally convey my congratulations to Swaraj Pandey for this very noteworthy accomplishment.*

**IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND CAUSED THE OFFICIAL SEAL OF THE CITY OF CHESTERFIELD TO BE AFFIXED THIS 19<sup>th</sup> DAY OF MAY 2021.**



Bob Nation  
Bob Nation, Mayor

**ATTEST:**

Vickie McGownd  
Vickie McGownd, City Clerk

**AGENDA REVIEW – WEDNESDAY 5/19/2021 – 6:30 PM**

An AGENDA REVIEW meeting has been scheduled to start at **6:30 PM, on Wednesday, May 19, 2021.**

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

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

| DATE      | CHECK # | VENDOR                                        | DESCRIPTION                                                                                                                                                                       | CHECK AMT             | FUND    |
|-----------|---------|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|---------|
| 4/1/2021  | 46768   | G. R. ROBINSON SEED                           | 20-0-10 90% DURATION(142)                                                                                                                                                         | \$ 9,656.00           | 119     |
| 4/1/2021  | 46774   | PEPSI BEVERAGE CO                             | SODA/WATER/GATORADE, PEPSI CREDIT                                                                                                                                                 | 6,111.47              | 119     |
| 4/8/2021  | 46798   | SITE ONE LANDSCAPE SUPPLY, LLC                | TURF MARKING PAINT, VALVE BOX, HERBICIDE(2), TERRA TEX, SOD STAPLE SQUARE TOP(500), RETURN UNION GASKETS(6), INFIELD BASEBALL MIX(50)                                             | 5,318.01              | 119     |
| 4/8/2021  | 46805   | NORTHERN TOOL & EQUIPMENT                     | FENCING AT AMPHITHEATER, TEMPORARY FENCING AT AMPHITHEATER                                                                                                                        | 12,460.42             | 119     |
| 4/15/2021 | 46813   | G. R. ROBINSON SEED                           | DURATION, RONSTAR, DIMENSION, SONAR 1 GALLON                                                                                                                                      | 6,841.00              | 119     |
| 4/15/2021 | 46855   | MISSOURI MACHINERY                            | REPLACE HYDROMATIC PUMP                                                                                                                                                           | 11,518.00             | 119     |
| 4/15/2021 | 46860   | PETTY CASH - PARKS                            | 2021 AMPHITHEATER START UP CHANGE                                                                                                                                                 | 10,000.00             | 119     |
| 4/1/2021  | 63246   | AMERICAN BANKERS INSURANCE COMPANY            | 17891 N OUTER 40 ST MAINT BLDG POLICY#60042324162020                                                                                                                              | 6,018.00              | 001     |
| 4/1/2021  | 63255   | DELTA DENTAL OF MISSOURI                      | APRIL 2021 DENTAL INSURANCE-LOW & HIGH                                                                                                                                            | 12,860.65             | 001     |
| 4/1/2021  | 63273   | PNC BANK                                      | MARCH 2021 MONTHLY PNC STATEMENT                                                                                                                                                  | 6,991.95              | 001     |
| 4/1/2021  | 63276   | ST. LOUIS AREA HEALTH INSURANCE TRUST-MEDICAL | APRIL 2021 HEALTH INSURANCE                                                                                                                                                       | 192,864.48            | 001     |
| 4/8/2021  | 63318   | K & L TECH PROPERTIES, LLC                    | GRADING SURETY RELEASE-SVBP, LOT 1 (NEFF POWER)                                                                                                                                   | 6,150.00              | 808     |
| 4/8/2021  | 63341   | TREASURER-ST. LOUIS COUNTY                    | POLICE COMMUNICATIONS MARCH 2021                                                                                                                                                  | 16,937.19             | 121     |
| 4/8/2021  | 63342   | TYLER TECHNOLOGIES, INC                       | EXECU TIME SERVICES                                                                                                                                                               | 5,302.00              | 121     |
| 4/15/2021 | 63347   | AMCON MUNICIPAL CONCRETE, LLC                 | 2021 SELECTIVE SLAB REPLACEMENT PROJECT A                                                                                                                                         | 174,102.22            | 120     |
| 4/15/2021 | 63355   | ENERGY PETROLEUM CO.                          | #2 DIESEL, 89 OCT                                                                                                                                                                 | 30,676.98             | 001     |
| 4/15/2021 | 63359   | GAMMA TREE EXPERTS                            | 2020 STUMP GRINDING, 2020 & 2021 STREET TREE REMOVAL                                                                                                                              | 50,938.00             | 001-120 |
| 4/15/2021 | 63361   | HARVESTOWNE AUTO BODY, INC.                   | DODGE DURANGO REPAIR, REMAINDER OF BILL, PD-21 REPAIR, BUMPER, PK-25 REPAIR, BUMPER                                                                                               | 7,747.06              | 001     |
| 4/15/2021 | 63363   | HUDSON INSURANCE COMPANY                      | BRANDYWINE NID PROJECT                                                                                                                                                            | 20,524.51             | 120     |
| 4/15/2021 | 63364   | HUDSON INSURANCE COMPANY                      | 2020 SELECTIVE SLAB REPLACEMENT PROJECT B                                                                                                                                         | 19,976.12             | 120     |
| 4/15/2021 | 63375   | MOTOROLA                                      | BATT IMPRES 2 LIION R IP69 3400T(50)                                                                                                                                              | 5,949.50              | 121     |
| 4/15/2021 | 63382   | SHI INTERNATIONAL CORP                        | COMPUTER HARDWARE - TAPE DRIVE                                                                                                                                                    | 8,009.81              | 001     |
| 4/15/2021 | 63388   | THE GRAVILLE LAW FIRM, LLC                    | JAN 2021 PROFESSIONAL SERVICES                                                                                                                                                    | 20,455.75             | 001     |
| 4/22/2021 | 63396   | A GRAPHIC RESOURCE, INC                       | BUSINESS CARDS BECKERMAN/DUNN/WEATHERFORD, CITY NEWSLETTERS AND ACTIVITY GUIDES                                                                                                   | 10,073.11             | 001-121 |
| 4/22/2021 | 63398   | AMEREN MISSOURI                               | 690 CHESTERFIELD PKWY W-0627147004                                                                                                                                                | 7,566.70              | 001     |
| 4/22/2021 | 63404   | BEELMAN LOGISTICS LLC                         | 2019/2020 SALT DELIVERY                                                                                                                                                           | 5,444.41              | 001     |
| 4/22/2021 | 63412   | COMPASS MINERALS AMERICA INC                  | SALT CO-OP                                                                                                                                                                        | 72,551.86             | 001     |
| 4/22/2021 | 63418   | FRED WEBER INC.                               | ASPHALT MATERIAL, 2018-2019 AGGREGATE                                                                                                                                             | 5,733.58              | 001     |
| 4/22/2021 | 63420   | GEOTECHNOLOGY INC.                            | 2021 CONSTRUCTION AND INSPECTION TESTING SERVICES                                                                                                                                 | 6,601.03              | 120     |
| 4/22/2021 | 63422   | HARRIS DOWELL FISHER                          | PROFESSIONAL SERVICES RENDERED: LABOR & EMPLOYMENT LAW MATTERS                                                                                                                    | 5,217.50              | 001     |
| 4/22/2021 | 63430   | LEON UNIFORM CO., INC.                        | BODY ARMOR, HOLDER W/F HID SNAP(3), POLY HIDDEN CARGO TRS, NAVY JACKET/3-LINE EMBR, GREY POLO(5)/EMBR/WMNS TRS NAVY POLO(2)/ZIP FRONT FLAT SWEATER, STRIKE 6" SIDE-ZIP BLACK MED. | 7,091.37              | 121     |
| 4/22/2021 | 63440   | PNC BANK                                      | APRIL 2021 MONTHLY PNC STATEMENT                                                                                                                                                  | 7,952.16              | 001     |
| 4/22/2021 | 63455   | TOPE PLUMBING                                 | 44 HIGH VALLEY - SEWER REPAIR                                                                                                                                                     | 6,172.50              | 110     |
| 4/29/2021 | 63473   | DELTA DENTAL OF MISSOURI                      | MAY 2021 DENTAL INSURANCE-LOW & HIGH                                                                                                                                              | 12,935.76             | 001     |
| 4/29/2021 | 63480   | FARINELLA NURSERY LANDSCAPE CONST. LLC        | 2020 STREET TREES                                                                                                                                                                 | 70,455.00             | 120     |
| 4/29/2021 | 63493   | MCBRIDE & SON HOMES, INC.                     | LOT CASH ESCROW RELEASE-FIENUP FARMS-13A,39A,40A,43A,51A,62A,71A                                                                                                                  | 10,500.00             | 808     |
| 4/29/2021 | 63501   | RAINERI CONSTRUCTION, LLC                     | 2021 SIDEWALK REPLACEMENT PROJECT A                                                                                                                                               | 50,741.40             | 120     |
| 4/29/2021 | 63504   | ST. LOUIS AREA HEALTH INSURANCE TRUST-MEDICAL | MAY 2021 HEALTH INSURANCE                                                                                                                                                         | 172,727.15            | 001     |
| 4/29/2021 | 63510   | THE HARTFORD-PRIORITY ACCOUNTS                | APRIL 2021 LIFE INSURANCE                                                                                                                                                         | 10,574.44             | 001     |
| 4/29/2021 | 63511   | TIMOTHY ENGELMEYER                            | MARCH/APRIL 2021 MONTHLY LEGAL SERVICES                                                                                                                                           | 6,750.00              | 001     |
|           |         |                                               |                                                                                                                                                                                   | <u>\$1,116,497.09</u> |         |

Respectfully submitted by,  
John Hughes, Assistant Finance Director



Fund Legend

|                      |     |
|----------------------|-----|
| General Fund         | 001 |
| Sewer lateral fund   | 110 |
| Parks                | 119 |
| Capital Improvements | 120 |
| Public Safety        | 121 |
| Trust & Agency       | 808 |



## **RECORD OF PROCEEDING**

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

**MAY 3, 2021**

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

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

A roll call was taken with the following results:

#### **PRESENT**

#### **ABSENT**

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

#### **APPROVAL OF MINUTES**

The minutes of the April 21, 2021 City Council meeting were submitted for approval. Councilmember Mastorakos made a motion, seconded by Councilmember Moore, to approve the April 21, 2021 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the April 21, 2021 Executive Session were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Monachella, to approve the April 21, 2021 Executive Session 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 Wednesday, May 19, at 7 p.m.

Mayor Nation recognized the week of May 9 as National Police Week and expressed his appreciation for the City of Chesterfield Police Department.

### **COMMUNICATIONS AND PETITIONS**

There were no speakers.

### **APPOINTMENTS**

Mayor Nation asked for approval of a proposed resolution to appoint Mark Gaertner as Municipal Judge. Councilmember Hurt made a motion, seconded by Councilmember Moore, to approve the proposed resolution to appoint Mark Gaertner as Municipal Judge for a four-year term beginning June 11, 2021. A roll call vote was taken with the following results: Ayes – DeCampi, Monachella, Budoor, Hurt, Mastorakos, McGuinness, Wahl and Moore. Nays – None. Mayor Nation declared the motion passed and the successful resolution became Chesterfield Resolution No. 467.

Mayor Nation asked for approval of a proposed resolution to re-appoint Prosecuting Attorney Timothy Engelmeyer. Councilmember Moore made a motion, seconded by Councilmember Hurt, to approve the proposed resolution to re-appoint Prosecuting Attorney Timothy Engelmeyer for a four-year term beginning June 7, 2021. A roll call vote was taken with the following results: Ayes – Mastorakos, Hurt, Budoor, Moore, Wahl, McGuinness, DeCampi and Monachella. Nays – None. Mayor Nation declared the motion passed and the successful resolution became Chesterfield Resolution No. 468.

### **COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION**

#### **Planning/Public Works Committee**

Councilmember Mary Monachella, Chairperson of the Planning/Public Works Committee, indicated that she had no report this evening, and the next meeting of this Committee is scheduled for Thursday, May 6, at 5:30 p.m.

### **Finance and Administration Committee**

Councilmember Michael Moore, Chairperson of the Finance and Administration Committee, indicated that he had no report this evening, and the next meeting of this Committee is Scheduled for Monday, May 10, at 5:00 p.m.

### **Parks, Recreation & Arts Committee**

Councilmember Mary Ann Mastorakos, Chairperson of the Parks, Recreation & Arts Committee, indicated that she had no report this evening.

### **Public Health & Safety Committee**

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

### **REPORT FROM THE CITY ADMINISTRATOR**

City Administrator Mike Geisel reported that Staff is recommending award of a contract for Wildhorse Parkway Bridge Deck Overlay. Based upon review of information provided by Public Works Director/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending approval of the low bid for the Wildhorse Parkway Bridge Deck Overlay Project as submitted by Concrete Strategies, and authorization for the City Administrator to enter into a contract in an amount not to exceed \$340,000, funded by the Capital Projects Fund. Councilmember Moore made a motion, seconded by Councilmember Monachella, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Wahl, Budoor, DeCampi, Mastorakos, Monachella, McGuinness, Hurt and Moore. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel reported that Staff is recommending award of a contract for Eberwein Park Trails Design Services. Based upon review of information provided by Public Works Director/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending authorization to approve a professional services contract with Horner Shifrin for the Eberwein Park Trail Remediation Project, and for the City Administrator to execute a contract in an amount not to exceed \$70,000. Councilmember Moore made a motion, seconded by Councilmember Mastorakos, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Budoor, Monachella, Mastorakos, Hurt, Moore, DeCampi, Wahl and McGuinness. Nays – None. Whereupon Mayor Nation declared the motion passed.

### **OTHER LEGISLATION**

|               |                                                                                                                                              |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| Bill No. 3342 | AUTHORIZES THE MAYOR OF THE CITY OF CHESTERFIELD<br>TO EXECUTE AN AGREEMENT WITH THE FRATERNAL<br>ORDER OF POLICE LODGE 15 AS THE COLLECTIVE |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------|

**BARGAINING AGENT FOR CHESTERFIELD POLICE  
OFFICERS AND SERGEANTS (FIRST & SECOND  
READINGS)**

Councilmember Moore made a motion, seconded by Councilmember Mastorakos, for the first reading of Bill No. 3342. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3342 was read for the first time.

Councilmember McGuinness made a motion, seconded by Councilmember Moore, for the second reading of Bill No. 3342. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3342 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3342 with the following results: Ayes – Mastorakos, McGuinness, Hurt, DeCampi, Wahl, Monachella, Moore and Budoor. Nays – None. Whereupon Mayor Nation declared Bill No. 3342 approved, passed it and it became **ORDINANCE NO. 3144**.

**UNFINISHED BUSINESS**

There was no unfinished business.

**NEW BUSINESS**

There was no new business.

**ADJOURNMENT**

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:25 p.m.

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Mayor Bob Nation

**ATTEST:**

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Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: \_\_\_\_\_

## **UPCOMING MEETINGS/EVENTS**

- A. Monday, May 18, 2021 – Public Health & Safety (5:30 pm)**
- B. Thursday, May 20, 2021 – Planning & Public Works (5:30 pm)**
- C. Monday, May 24, 2021 – Planning Commission (7pm)**
- D. Tuesday, May 25, 2021 – Parks, Recreation and Arts (5:30 pm)**
- E. Monday, May 30, 2021 – City Hall Closed – Memorial Day**
- F. Monday, June 7, 2021 – City Council (7pm)**

## **COMMUNICATIONS**

Newly appointed Municipal Judge Mark Gaertner will be publicly sworn in by his Father and Brother, Gary Gaertner Jr. and Gary Gaertner Sr.

Mayor Nation will be presenting a proclamation to the members of “The Coding Cheetahs”. The members of this group are State Champions in their division at the FIRST LEGO League Eastern Missouri Regional Championship and were awarded the Innovation Project Award in the 9 – 16 age group. Congratulations!

## **APPOINTMENTS**

### **Architectural Review Board – Recommended Appointments:**

- Susan M. Lew
- Kristopher T. Mehrtens

Mayor Nation has offered two appointments to the Architectural Review Board. These individuals have been interviewed by the Planning and Public Works Committee, who has recommended their approval.

## **PLANNING AND PUBLIC WORKS COMMITTEE**

Chair: Councilmember Monachella

Vice-Chair: Councilmember Hurt

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

### **NEXT MEETING**

The next meeting of the Planning & Public Works Committee is scheduled for Thursday, May 20, 2021, at 5:30 pm.

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

# MEMORANDUM

TO: Mike Geisel, City Administrator

FROM: Justin Wyse, Director of Planning **JW**

SUBJECT: Planning & Public Works Committee Meeting Summary  
Thursday, May 6, 2021



A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held virtually via Zoom on Thursday, May 6, 2021.

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

Also in attendance were: Mayor Bob Nation; Councilmember Aaron Wahl (Ward II); Councilmember Michael Moore (Ward III); Chris Graville, City Attorney; Planning Commission Chair Merrell Hansen; Justin Wyse, Director of Planning; Chris Dietz, Planner; and Kathy Juergens, Recording Secretary.

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

## I. APPROVAL OF MEETING SUMMARY

### A. Approval of the February 18, 2021 Committee Meeting Summary

Councilmember Mastorakos made a motion to approve the Meeting Summary of February 18, 2021. The motion was seconded by Councilmember Hurt and **passed** by a voice vote of 3-0 with Councilmember DeCampi abstaining.

Councilmember Hurt made a motion to discuss New Business Items III.A, B, and C before Unfinished Business Item II.A. The motion was seconded by Councilmember Mastorakos and **passed** by a voice vote of 4-0.

## III. NEW BUSINESS

### A. Selection of Officers and Committee Assignments

Chair of Planning & Public Works Committee/Planning Commission Liaison  
Vice Chair of Planning & Public Works Committee  
Chesterfield Historic and Landmarks Preservation Committee  
Board of Adjustment

After brief discussion, Councilmember Hurt made a motion recommending the following appointments:

Chair of the Planning & Public Works Committee/Planning Commission Liaison –  
Councilmember Monachella  
Vice Chair of Planning & Public Works Committee – Councilmember Hurt

The motion was seconded by Councilmember Mastorakos and **passed** by a voice vote of 4 to 0.

### **B. Architectural Review Board Nominee Interviews**

Chair Monachella introduced Kristopher Mehrtens.

Mr. Mehrtens stated that he is an architect and has been employed with ACI Boland Architects for almost 25 years. He is honored to have worked with both Bob Boland and Rick Clawson. ACI Boland is a commercial architectural firm that has been in business for almost 45 years. They have offices in Chesterfield Valley and they have done a lot of work in Chesterfield.

Councilmember Mastorakos stated that the City Council relies heavily on the Architectural Review Board's expertise. She stated that the City is at the cusp of major development especially in the Urban Core and asked Mr. Mehrtens if he was familiar with some of the upcoming projects in the City. Mr. Mehrtens acknowledged that he was and that he is aware of what the City expects in terms of new developments.

Chair Monachella then introduced Susan Lew.

Ms. Lew stated that she was previously married to an architect and she was intrigued by many of his projects. She has lived in the St. Louis area for 53 years, 20 years in Olivette, and after she remarried, she moved to Chesterfield Estates. Chesterfield is a nice suburban area. She personally has been looking for a mix of urban and suburban because there are elements of both that she would like to see in Chesterfield such as more walkability and preservation of greenspace. But she is also aware of the need for new development. She would like to see more underground parking and less surface parking and perhaps rooftop gardens on apartments for those residents wanting to downsize but not give up gardening.

There was some discussion regarding whether Ms. Lew would be better suited to serve on the Planning Commission rather than the Architectural Review Board (ARB) as ARB does not address greenspace or rooftop gardens. ARB provides feedback as to whether building materials and colors fit in with the surrounding area. Ms. Lew stated that she had observed a prior ARB meeting and this had occurred to her as well. However, she would love to be involved with the City whether on the ARB or the Planning Commission. It was recommended that Ms. Lew start with ARB and she could always move on to something that she felt was a better fit for her.

**Chair Monachella made a motion to forward the Architectural Review Board nominations of Kristopher Mehrtens and Susan Lew to City Council with a recommendation to approve.** The motion was seconded by Councilmember DeCampi and **passed** by a voice vote of 4-0.

### **C. Review of City of Chesterfield Ordinance 1430**

#### **STAFF PRESENTATION**

Justin Wyse, Director of Planning, stated that as part of the discussion associated with Power of Review on 18122 Chesterfield Airport Road, the Planning & Public Works Committee requested

that the Planning Commission review Ordinance 1430 to ensure that it is consistent with the Comprehensive Plan.

After a thorough review, the Planning Commission unanimously passed a recommendation that Ordinance 1430 is not consistent with the Comprehensive Plan. The Planning Commission's decision was based on the site plan ordinance that dates back to 1961 which allows for a 10-acre maximum retail commercial shopping center. However, the City's current Comprehensive Plan designates that area as Industrial which makes the retail portion incompatible. There was also concern regarding some of the details within that Ordinance such as the lack of open space and height requirements and there was a consensus that some of the permitted uses in the Ordinance are no longer permitted.

Mr. Wyse explained that historically the City has been reactive in terms of zoning. The City does not initiate zoning, only property owners can. There are advantages and disadvantages to that practice. One disadvantage is when a developer comes forward with an old ordinance that was approved by St. Louis County that allows for conditions that would not be approved today. In the past, the City has taken the stance that since it was allowed under the original ordinance, it should be approved.

There have been many discussions in the past on what the City's role should be in this process particularly during the development of the new Comprehensive Plan. Should the City continue this zoning practice as in the past or should the City proactively work through a process that would bring the City's regulations more in line with the current Comprehensive Plan? If Council wants to continue as in the past, then no further discussion is needed. However, if Council wants to become proactive, then the question is how do we go about it. The Committee can direct Staff to initiate the process or Staff can put together a framework of what this will entail. This project will take a considerable amount of time and effort with the Planning Commission who will ultimately provide a recommendation to City Council.

### **Potential Actions**

Mr. Wyse stated that there are several approaches that the Council may pursue in order to address the inconsistency of planned district ordinances, many of which stem from districts established prior to the incorporation of the city.

The first question that must be addressed is whether the City wants to proactively create a strategy to bring the zoning districts in line with the recently approved Comprehensive Plan. If no action is taken, then older rules and regulations of the property will remain inconsistent with the Plan, and it will increase the likelihood of additional properties having separate rules and regulations.

If the City elects to proactively review zoning requirements for consistency with the Comprehensive Plan, then one of the following four steps can be taken:

#### **1. Area of Ordinance 1430 –**

- a. Update a specific area bound by one planned district ordinance in which regulation does not reflect the intent of the current Comprehensive Plan.
- b. The conventional Industrial zoning district may be re-examined or updated to align with Industrial Land Use designation of the Comprehensive Plan.

#### **2. Industrial Land Use Designation –**

- a. Update entire Industrial Land Use designation to align with the Comprehensive Plan which is largely made up of Ordinance 1430.

- b. Industrial zoning district may be re-examined or updated to align with Industrial land use designation of the Comprehensive Plan.
- 3. **Entire Chesterfield Valley**
  - a. Update the entire Chesterfield Valley to align with the four land use designations that exist in the Valley (Industrial, Regional Commercial, Conservation, Parks and Recreation).
  - b. Increase the consistency of rules and regulations throughout the Chesterfield Valley.
  - c. Clarity for residents and businesses.
- 4. **Entire City of Chesterfield**
  - a. This would incur all the same outcomes as the entire Chesterfield Valley but would be implemented throughout the whole City. The length of time to achieve this would be much greater potentially in reviewing every zoning district in conjunction to the associated land use designation.

Staff believes that any of these efforts should be undertaken with the ultimate goal of reviewing all of our districts, procedures, and general requirements to ensure that they are appropriately tailored so that the outcome is in accordance with the Comprehensive Plan. However, as a first step, Staff recommends that we move forward with implementing zoning to comply with the Comprehensive Plan within Chesterfield Valley for the following reasons:

1. There is no planned residential within the Valley. While there are still a few homes that have been there for a long time, they would not be impacted. Regulatory standards of residential neighborhoods do not change much over time. However, there is constant change with retail businesses as they evolve to stay marketable, therefore, the uses are constantly changing.
2. There are several instances of inconsistencies; such as Home Depot and Lowes having different hours of operation while located across the street from one another. There is currently a fragmented system of regulations that has occurred throughout the use of all the planned districts which can be consolidated to establish a set of rules that apply equally to all businesses.
3. To identify ways to provide the level of review that Council desires over developments while also ensuring that the City is not infringing on anyone's legal rights.

## **DISCUSSION**

Planning Commission Chair Merrill Hansen commented that before her involvement with the Planning Commission, she was not aware that there were 350 different sets of rules, which makes it very difficult for developers. She is in favor of beginning this process with the Planning Commission and then presenting a recommendation to City Council for review.

City Attorney Chris Graville explained that the purpose of a Comprehensive Plan is to delineate the City's vision of how development exists and how the future should look. Chesterfield is very unique with all the planned districts which make up individual dots for one development and then loosely tied together with the Comprehensive Plan. The Valley has grown so much and it is difficult to tie 50-60-year-old ordinances together with current ordinances. As you drive through the Valley, you would not realize that you are going through different zoning districts each with different regulations. The Comprehensive Plan does not happen unless all of the other elements are implemented in the zoning code. Statutorily, the Comprehensive Plan is a product of planning and zoning and this discussion should originate through the Planning Commission and ultimately be presented to City Council.

**Councilmember Hurt made a motion to direct Staff to work with the Planning Commission to review and modify the zoning within the Chesterfield Valley to reduce reliance on discretionary reviews and align the regulations of the Unified Development Code with the Comprehensive Plan. The motion was seconded by Councilmember Mastorakos and passed by a voice vote of 4-0.**

## **II. UNFINISHED BUSINESS**

- A. POWER OF REVIEW - 18122 Chesterfield Airport Rd. (Scott Properties) SDP:** A Site Development Plan, Landscape Plan, Lighting Plan, Tree Stand Delineation, Tree Preservation Plan, Architectural Elevations and Architect's Statement of Design for a 12.04-acre tract of land zoned "M-3" - Planned Industrial District located at the southeast corner of the intersection of Chesterfield Airport Road and Spirit of Saint Louis Boulevard (17V420157). (Ward 4)

At the February 18, 2021 Planning and Public Works Committee meeting, the Committee voted to place a hold on reviewing the project until the Planning Commission could provide a recommendation on whether the governing ordinance (Ordinance 1430) reflects the vision and goals of the City's Comprehensive Plan.

At the March 22, 2021 Planning Commission meeting, the Commission unanimously determined that Ordinance 1430 was not consistent with the Comprehensive Plan.

### **DISCUSSION**

Since the current Site Development Plan was designed to meet all the requirements of Ordinance 1430 and now that Ordinance 1430 has been declared noncompliant with the Comprehensive Plan, the Committee did not have a clear direction as to how to proceed. Options were discussed including the City's legal rights. It was ultimately decided to hold the project until the next meeting in order to reach a consensus on how to move forward.

**Councilmember Hurt made a motion to hold 18122 Chesterfield Airport Rd. (Scott Properties) SDP until the May 20, 2021 Planning & Public Works Committee meeting. The motion was seconded by Chair Monachella and passed by a voice vote of 4-0.**

## **IV. OTHER**

Justin Wyse, Director of Planning, informed the Committee that the next meeting will be held in person at City Hall.

## **V. ADJOURNMENT**

The meeting adjourned at 7:00 p.m.

## **FINANCE AND ADMINISTRATION COMMITTEE**

Chair: Councilmember Moore

Vice-Chair: Councilmember McGuinness

In accordance with F&A Policy No. 1 and the Records Retention Schedule for the State of Missouri, City Clerk Vickie McGownd has identified specific records scheduled for destruction. The Secretary of State's guidelines require that any records scheduled for destruction be identified and read into the record at a regular meeting of the City Council. The Finance and Administration unanimously recommended destruction of the records as offered by City Clerk Vickie McGownd.

The Finance and Administration Committee unanimously recommended approval of the Reimbursement Agreement for Legal Expenses, such that the City would be reimbursed for any legal expenses associated with the exploration and investigation of special financing districts in the southwest quadrant. During this discussion, the committee emphasized the need to protect the current residents and taxpayers of the City of Chesterfield by ensuring that services would not be diminished by the additional obligations created with development.

The Finance and Administration Committee unanimously recommended approval of the draft Public Purpose policy. As directed by City Council, City Attorney Graville and City Staff collaborated to create a policy that provides for uniform use\requests for consumption of public resources by third parties.

The Finance and Administration Committee unanimously recommended approval of an agreement with Azavar, which charges a contingency fee of 37% for both historical found receipts as well as three years of prospective found receipts. Council should be reminded that the City originally contracted for these utility audits with TriStem, who has subsequently determined they are unable to perform these services for the City.

## **NEXT MEETING**

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

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



## **Finance and Administration Committee Record of Proceeding Monday, May 10, 2021**

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The Finance and Administration Committee met on Monday, May 10, 2021. Those in attendance included: Chairperson Michael Moore, Ward III; Council Committee Member Barbara McGuinness, Ward I; Council Committee Member Aaron Wahl, Ward II; Council Committee Member Gary Budoor, Ward IV; City Administrator Mike Geisel; and Finance Director Jeannette Kelly. Those also in attendance included: Mayor Bob Nation; Councilmember Mary Ann Mastorakos, Ward II; Councilmember Dan Hurt, Ward III; City Attorney Chris Graville; Director of Planning Justin Wyse; Assistant Director of Finance John Hughes; City Clerk Vickie McGownd; and two other attendees.

Chairperson Michael Moore called the meeting to order at 5:01 p.m.

### **Approval of Minutes**

Chairperson Moore asked if there were any comments or changes to the November 30, 2020 F&A Committee Minutes. Hearing none, Councilmember McGuinness made a motion, seconded by Councilmember Moore, to approve the November 30, 2020 F&A Committee minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

### **Selection of F&A Vice Chair and F&A Citizens Advisory Committee Liaison**

Councilmember Moore made a motion, seconded by Councilmember McGuinness, to appoint Councilmember McGuinness as Vice-Chair of the F&A Committee. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Moore made a motion, seconded by Councilmember McGuinness, to appoint Councilmember Moore as Council Liaison to the F&A Citizens Advisory Committee. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

## **Reimbursement Agreement for Legal Expenses**

City Administrator Mike Geisel presented a revised Reimbursement Agreement from the developers of Wildhorse Village. The Reimbursement Agreement allows the City to bring in legal counsel to evaluate what economic development tools, if any, may be applicable for the larger southwest quadrant in Chesterfield, enabling the City to develop a recommendation. This agreement in no way supports or endorses any particular financing mechanism. It is strictly an agreement for Wildhorse Village to pay the City's legal expenses.

Councilmember Moore made a motion, seconded by Councilmember Wahl, to recommend authorization to execute the Reimbursement Agreement.

Councilmember Moore made a motion, seconded by Councilmember McGuinness, to amend the motion by changing the language on page 2, item 4 of the Preliminary Funding Agreement to read:

*The parties acknowledge and agree that the ultimate determination, use, and approval of the appropriate Economic Development tools – if any – is in the sole discretion of the Mayor and City Council, and that no expectation or obligation to approve any Economic Development tool is created by the City's participation in this agreement.*

A voice vote was taken on the amendment with a unanimous affirmative result and the motion to amend was declared passed. A voice vote was taken on the main motion to recommend authorization to execute the Reimbursement Agreement, with a unanimous affirmative result and the motion, as amended, was declared passed.

## **Public Purpose – Proposed Policy**

City Administrator Mike Geisel and City Attorney Chris Graville presented a proposed Public Purpose Policy to implement a definition and procedure for expenditures to ensure compliance with Constitutional mandates and to ensure that all relevant expenditures are made pursuant to a uniform policy. Any program or activity that would receive public funding or in-kind support under this policy must be one that the City would or could otherwise fund directly.

Councilmember Moore made a motion, seconded by Councilmember Wahl, to recommend approval of the proposed Public Purpose Policy with the following revisions:

Add "Graduation Parades" to Exhibit C – Demonstrated Public Purpose List page 2.

Change language on page 2, paragraph 3 of the proposed Public Purpose Policy to read:

*Notwithstanding the provisions of this policy, City employees, with the approval of their Department Head(s), are authorized and encouraged to*

*cooperate, assist, coordinate, and otherwise provide non-cash resources to residents, businesses, organizations, and others up to a cumulative value of City resources of not more than \$1,000 when the City employee has made a good faith determination that the public purpose criteria set forth in the definition of public purpose criteria above will be achieved.*

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

### **Destruction of Records**

Councilmember Moore made a motion, seconded by Councilmember McGuinness, to recommend authorization to destroy records in accordance with F&A Policy No. 1 and the Records Retention Schedule for the State of Missouri as documented in the F&A Committee meeting packet. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

### **Parks, Recreation & Arts Policy**

Chairperson Moore stated that Parks, Recreation & Arts Policy No. 6 (Chesterfield Citizens Environmental Advisory Committee) will be referred to the Parks, Recreation & Arts Committee for review.

### **Utility Audit Update**

Finance Director Jeannette Kelly updated the Committee on the status of an agreement with TriStem to conduct a revenue audit for franchise fees inclusive of utility taxes. TriStem had agreed to perform the audit with a 40% contingency fee on historical numbers, and the agreement was approved by Council on October 5, 2020. Due to a considerable amount of turnover in the TriStem organization, they will not be performing the actions of the agreement.

Before entering into agreement with TriStem, Azavar also offered the same service with a 37% contingency fee on historical numbers plus three years into the future.

Ms. Kelly asked for direction on how to proceed. She stated that any money recovered as a result of an audit is money the City would otherwise not have received. Other municipalities and organizations in the area have worked with Azavar and had positive experiences.

Councilmember Moore made a motion, seconded by Councilmember McGuinness, to recommend proceeding with Azavar to conduct a revenue audit for franchise fees inclusive of utility taxes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

## **General Liability Insurance Claim History**

City Administrator Geisel gave a brief update on General Liability insurance claims since 1998. A full 85% of the 204 general liability claims were associated with slips, trips, and/or falls. The vast majority of such claims were related to the City's sidewalks. The update was provided to increase awareness of the City's assets and its exposure over maintaining those assets.

## **Financial Report**

Director of Finance Jeannette Kelly gave a brief update of City finances through April 14, 2021. She discussed budgeted revenues by source, which helps to clarify where the City's revenues come from. The majority (approximately 85%) of the City's revenues come from sales, utility, and inter-governmental taxes. Ms. Kelly also discussed expenditures by element. The majority of expenditures is related to salaries and benefits, contractual services, capital, and commodities. Finally, Ms. Kelly discussed debt service and explained the process of using the effective debt schedule to set money aside and flatten the curve, achieving more uniform debt service payments.

## **Adjournment**

The meeting was adjourned at 7:10 p.m.

Respectfully submitted:

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Jeannette Kelly  
Finance Director

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Vickie McGownd  
City Clerk

APPROVED: \_\_\_\_\_



**DATE:** April 29, 2021  
**TO:** Michael O. Geisel, City Administrator  
**FROM:** Vickie McGownd, City Clerk *mgownd*  
**SUBJECT:** Destruction of Records

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It is the recommended guideline of the Secretary of State that "the disposition of records should be recorded in a document such as the minutes of the City Council or other legally constituted authority that has permanent record status".

The following records have met or exceeded State retention requirements and no longer hold any significance for the City:

See attached Records Destruction List

Please add "Destruction of Records in Accordance with F&A Policy No. 1 and the Records Retention Schedule for the State of Missouri" to the next Finance & Administration Committee meeting agenda.

**Records Destruction List**  
**City Clerk Department**  
**April, 2021**

| Quantity | Date      | Record Series Title                           |
|----------|-----------|-----------------------------------------------|
| 1 box    | 2015      | City Council Meeting Packets for 2015         |
| 2 boxes  | 2016-2017 | Public Records Requests (Aug. 2016-Dec. 2017) |
| 1 box    | 2018      | Solicitor Permit Applications for 2018        |
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Records to be destroyed April, 2021.

Signature: Vickie McGownd  
Vickie McGownd, City Clerk

Date: 2/10/21

## PRELIMINARY FUNDING AGREEMENT

This **PRELIMINARY FUNDING AGREEMENT** (this “*Agreement*”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **CITY OF CHESTERFIELD, MISSOURI** (the “*City*”) and **Wildhorse Village, LP** (the “*Company*”).

### RECITALS

- A. The Company owns a portion of the property that is the subject of redevelopment efforts, with the total property to be redeveloped as described and outlined on Exhibit A attached hereto and incorporated herein (the “*Development Area*”).
- B. The Company (along with other owners located within the Development Area) has advised the City that the costs of redeveloping the Development Area will be extraordinarily high due to the public infrastructure improvements required to be made within the Development Area, and, to make the development of the Development Area financially feasible, the Company has requested that the City consider one or more economic development tools (collectively, the “*Economic Development Tools*”) to be utilized within the Development Area to offset the cost of the contemplated public infrastructure improvements.
- C. In order for the City to fully consider and evaluate the appropriate Economic Development Tools available for the Development Area, the City has requested the Company deposit funds with the City to be used by the City to pay for the City’s actual out-of-pocket expenses necessary to perform a full evaluation of the potential Economic Development Tools and engage consultants as needed for such evaluation.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

#### **1. Advance of Funds.**

On or before \_\_\_\_\_, 2021, the Company shall deposit Seventeen Thousand Five Hundred and 00/100 Dollars (\$17,500.00) (the “*Preliminary Funds*”) with the City to be used in connection with the City’s consideration of the potential use of certain Economic Development Tools in the Development Area. The City shall use the Preliminary Funds to pay or reimburse the City for payment of actual out-of-pocket costs and expenses incurred by the City for services provided by such consultants and advisors (including, but not limited to, attorneys, planners, and financial consultants) associated with the City’s review of certain Economic Development Tools and the City’s consideration and implementation thereof, including, preparation, drafting and review of any ordinances, statutory notices, redevelopment plan and other related documents, the review of redevelopment proposals, redevelopment projects, public infrastructure projects and other work that may be undertaken in connection with using the Economic Development Tools, and for expenses incurred by the City (such as mailing, publication and similar costs) in connection with the foregoing. The parties acknowledge that such amount is a substantial sum and agree to use their best efforts to work together to reduce the total costs to be paid out of the Preliminary Funds.

#### **2. Disbursement.**

Subject to this Agreement, the City shall disburse the Funds (as defined herein) for fees and expenses incurred or to reimburse the City for fees and expenses previously paid by the City upon receipt of (a) invoices for work reasonably and actually performed by consultants and advisors, (b) detailed

invoices and/or line-item receipts for out-of-pocket expenses incurred by such parties or the City for the planning, legal and financial work described in this Agreement, and (c) such other supporting documentation as may be requested by the City. The City Administrator of the City will use reasonable care in ascertaining that the fees and expenses paid from the Funds are fair and reasonable.

**3. Copies of Disbursement Requests.**

The Company may request copies of all disbursement records (as maintained pursuant to Section 2 above) detailing costs paid from the Funds. If the Company has questions regarding any disbursement records, the Company shall direct such questions in writing to the City Administrator within thirty (30) days of the Company's receipt of the requested disbursement records; thereafter, the City and Company shall in good faith attempt to resolve any questions so raised as soon as reasonably possible, and to the extent necessary, communicate or negotiate with the appropriate third party submitting the payment request in order to do so.

**4. Consideration of Economic Development Tools.**

The parties acknowledge and agree that the ultimate determination, use, and approval of the appropriate Economic Development Tools - if any - is in the sole discretion of the Mayor and City Council, and that no expectation or obligation to approve any Economic Development tool is created by the City's participation in this agreement

**5. Company's Right of Termination.**

The Company may terminate this Agreement at any time prior to the implementation of any of the Economic Development Tools in its sole discretion upon giving the City ten (10) days' prior written notice; whereupon ten (10) days following the Company's delivery of said notice this Agreement shall be deemed terminated. Upon receipt of such notice, the City will cease incurring expenditures under this Agreement as soon as reasonably possible. The City shall pay to the Company, within sixty (60) days after the Company delivers notice of its termination under this Section, all Funds remaining after the City's payment of any fees and expenses submitted pursuant to this Agreement for work performed through the date of termination.

**6. City's Right of Termination.**

The City may terminate this Agreement upon giving the Company thirty (30) days' prior written notice if the initial Preliminary Funds advanced hereunder have been spent and the Company does not provide additional Preliminary Funds to the City prior to the expiration of such thirty (30) day notice period. Upon giving such notice under this Section, the City shall cease incurring expenditures under this Agreement. The City shall pay to the Company, within sixty (60) days after the City delivers notice of its termination of this Agreement under this Section, all Preliminary Funds remaining after the City's payment of any fees and expenses submitted pursuant to this Agreement for work performed by the City or its consultants, as specified in Section 1 hereof, through the date of termination.

**7. Excess Funds; Expenses Incurred by the City in Excess of the Funds.**

If the City does not expend all the Funds as provided herein, the City shall immediately return the remainder to the Company. Further, if the parties enter into a development agreement for the Development Area, the development agreement shall provide for the disbursement of any remaining Preliminary Funds in the manner specified in the development agreement.

In the event that the City incurs costs in reviewing any documents or applications in connection with the potential use of any Economic Development Tools for the Development Area in excess of the amount of the Preliminary Funds, the Company will pay such excess amount to the City within ten (10) days of the City's written request (the "***Additional Funds***" and together with the Preliminary Funds, the "***Funds***"). All costs advanced by the Company to the City, whether the Preliminary Funds or the Additional Funds, to the extent permissible under applicable law, shall be reimbursable to Company pursuant to any redevelopment agreement or other documents executed by the Company in connection with the Company's proposed development of the Development Area.

**8. No Third-Party Beneficiaries.**

This Agreement constitutes a contract solely between the City and the Company. No third party has any beneficial interest in or derived from this Agreement.

**9. Notices.**

All notices or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given and received when (i) hand delivered, (ii) mailed by registered or certified mail, postage prepaid, or (iii) sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, addressed as follows:

**If to the City:**

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

With a copy to:

Armstrong Teasdale LLP  
7700 Forsyth Boulevard, Suite 1800  
St. Louis, Missouri 63105  
Attention: Robert Klahr

**If to the Company:**

Wildhorse Village, LP  
7800 Forsyth Blvd.  
Clayton, MO 63105  
Attention: Jeffrey J. Tegethoff

With copy to:

Husch Blackwell  
190 Carondelet Plaza, Suite 600  
St. Louis, Missouri 63105  
Attention: David G. Richardson

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. All such notices or other communications shall be deemed given upon receipt or refusal of service. Attorneys for each party shall be authorized to give and receive notices for each such party.

#### **10. City Requirements and Prior Approval.**

The Company agrees to comply with all applicable laws and City ordinances, including, but not limited to, the City's zoning ordinances, subdivision regulations and all planning or infrastructure requirements related to the development of Development Area. The parties agree that execution of this Agreement in no way constitutes a waiver of any requirements of applicable City ordinances or policies with which the Company must comply and does not in any way constitute prior approval of any future proposal for development, any public infrastructure project or the use of any Economic Development Tools. The parties understand that the City may not lawfully contract away its police powers and that approval of any Economic Development Tools and any zoning, subdivision and similar development application cannot be contractually guaranteed. This Agreement does not alter or diminish the City's ability to exercise its legislative discretion to consider any potential Economic Development Tools with respect to development of Development Area.

#### **11. Limitation of Liability.**

Notwithstanding any provision hereof to the contrary, the City and its officials, officers, agents, employees and representatives shall not be liable to the Company for damages or otherwise if this Agreement or any prospective adoption or implementation of any Economic Development Tools is declared invalid or unconstitutional in whole or in part by the final judgment of any court of competent jurisdiction (as to which all rights of appeal have expired or have been exhausted), and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Company is prevented from enjoying the rights and privileges contemplated hereunder.

#### **12. Miscellaneous.**

**a. Severability.** If any provision of this Agreement is unenforceable, the remainder of this Agreement shall be enforced as if such provision were not contained herein.

**b. No Waiver.** Failure of any party hereto to enforce its rights hereunder at any time shall not be deemed a waiver of any such rights.

**c. Representations and Warranties.** The Company and the City each represent and warrant that (i) this Agreement has been duly executed by them or on their behalf, as the case may be, pursuant to due authorization, and is not in violation of any such party's governing documents, charter or ordinances, as the case may be, (ii) no consents are necessary for the execution, delivery, and performance of this Agreement by such party, and (iii) this Agreement is valid, binding and enforceable against such party in accordance with its terms.

**d. Assignment.** This Agreement may not be assigned by either party without the written consent of the other.

**e. 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.

**f. Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior oral agreements or written agreements, arrangements, and understandings related thereto.

**g. Execution in Counterparts; Electronic Transmission.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The City and the Company agree that the transactions described herein may be conducted and related documents may be received or stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

**h. Governing Law.** This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

[Remainder of Page Intentionally Left Blank.]

**IN WITNESS WHEREOF**, the City of Chesterfield, Missouri has caused this Preliminary Funding Agreement to be duly executed as of the date first above written.

**CITY OF CHESTERFIELD, MISSOURI**

By: \_\_\_\_\_  
Name: Bob Nations  
Title: Mayor

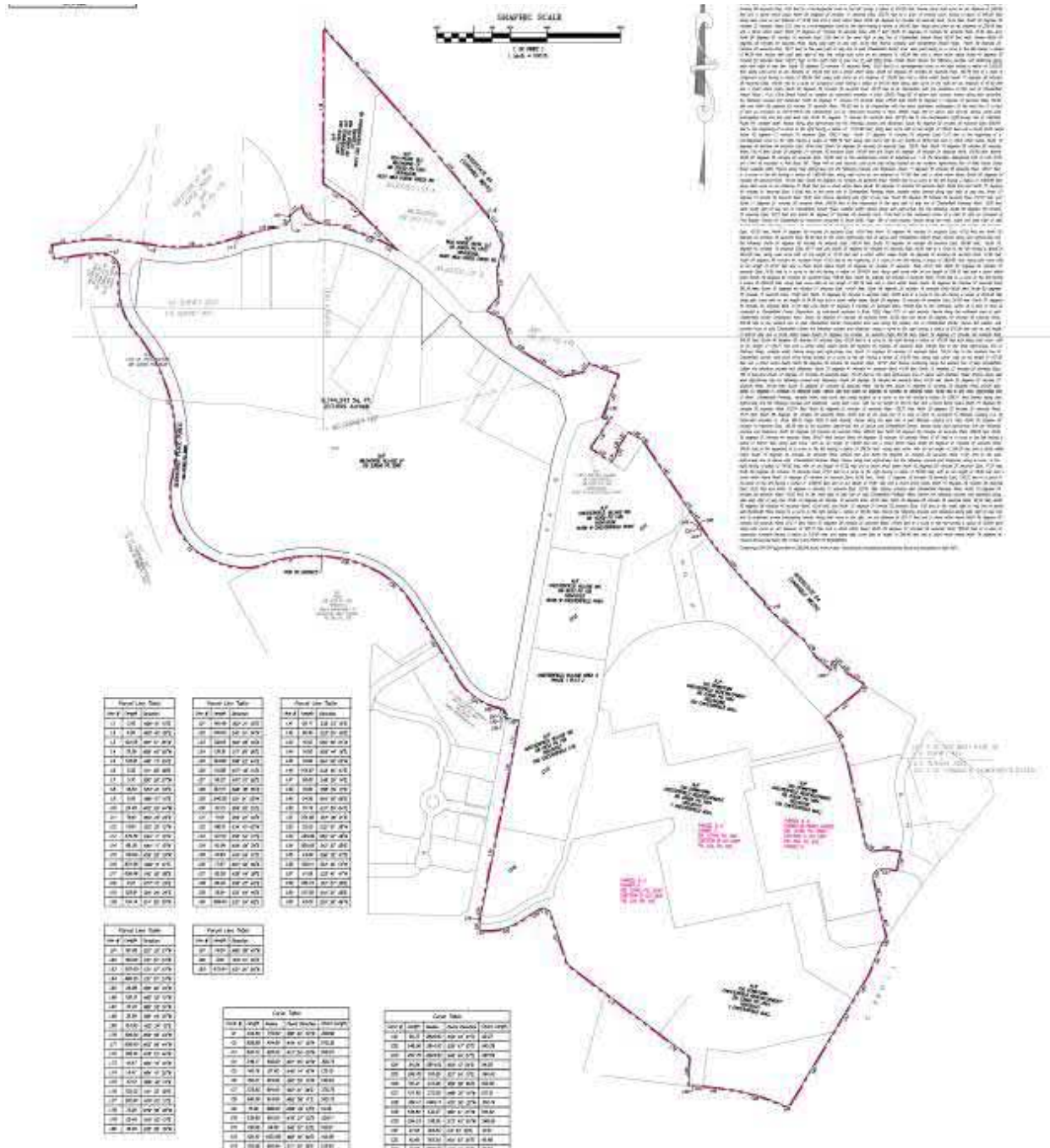
**IN WITNESS WHEREOF**, the Company has caused this Preliminary Funding Agreement to be duly executed as of the date first above written.

**WILHORSE VILLAGE, LP**

By: Wildhorse Village GP, LLC, its General Partner

By: \_\_\_\_\_  
Name: Jeffrey J. Tegethoff, Manager

# EXHIBIT A DEVELOPMENT AREA



A tract of land being part of U.S. Surveys 123, 415, and 2031, in Township 45 North, Range 4 East, of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the western corner of Burkhardt Place as dedicated by Plat Book 283 Page 37 of the above said county records, also being the southern corner of Burkhardt Place as dedicated by Deed Book 23588 Page 3666 of said county records, being on a curve to the left having a radius of 775.00 feet; thence the following courses and distances along the south and west lines of that part of Burkhardt Place, dedicated by Deed Book 23588 Page 3666: along said curve an arc distance of 342.59 feet, and a chord which bears South 80 degrees 42 minutes 32 seconds West, 339.80 feet, to a point of reverse curve having a radius of 405.00 feet; along said curve an arc distance of 805.88 feet and a chord which bears North 44 degrees 41 minutes 16 seconds West, 679.35 feet to a point of reverse curve having a radius of 925.00 feet; along said curve an arc distance of 845.72 feet and a chord which bears North 13 degrees 54 minutes 00 seconds West, 816.57 feet to a point of reverse curve having a radius of 405.00 feet; and along said curve an arc distance of 346.17 feet and a chord which bears North 15 degrees 35 minutes 22 seconds West, 335.72 feet, to the south right of way line of Wild Horse Creek Road, variable width; thence the following courses and distances along the said south right of way line: North 06 degrees 01 minute 10 seconds East, 2.05 feet to a curve to the left having a radius of 87.40 feet; along said curve an arc distance of 149.76 feet and a chord which bears North 40 degrees 14 minutes 16 seconds West, 132.10 feet; North 00 degrees 40 minutes 26 seconds East, 6.00 feet to a curve to the left having a radius of 919.00 feet; along said curve to the left an arc distance of 150.37 feet and a chord which bears South 85 degrees 59 minutes 10 seconds West, 150.20 feet; and South 81 degrees 17 minutes 55 seconds West, 122.55 feet; thence crossing said Wild Horse Creek Road, North 08 degrees 42 minutes 05 seconds West, 72.38 feet, to the north right of way line of Wild Horse Creek Road; thence the following courses and distances along said north right of way line: North 81 degrees 17 minutes 55 seconds East, 122.61 feet to a curve to the right having a radius of 991.00 feet; along said curve to the right an arc distance of 372.90 feet and a chord which bears South 87 degrees 51 minutes 46 seconds East, 370.70 feet; North 11 degrees 05 minutes 08 seconds East, 5.05 feet to a non-tangential curve to the left having a radius of 914.00 feet; thence along said curve an arc distance of 540.56 feet and a chord which bears North 85 degrees 59 minutes 11 seconds East, 532.72 feet to a point of reverse curve having a radius of 996.00 feet; along said curve an arc distance of 10.29 feet and a chord which bears North 69 degrees 34 minutes 43 seconds East, 10.29 feet; South 00 degrees 03 minutes 27 seconds West, 5.31 feet to a non-tangential curve to the right having a radius of 991.00 feet; along said curve an arc distance of 239.69 feet and a chord which bears North 76 degrees 27 minutes 35 seconds East, 239.11 feet; North 33 degrees 41 minutes 53 seconds East, 44.54 feet; and North 86 degrees 57 minutes 16 seconds East, 5.00 feet to the west right of way line of Chesterfield Airport Road, 60.00 feet wide; thence North 03 degrees 02 minutes 44 seconds West, along said right of way line, 22.40 feet; thence crossing said Chesterfield Airport Road, North 50 degrees 23 minutes 25 seconds East, 78.61 feet, to the east right of way line of said Chesterfield Airport road, said point being on a curve to the left having a radius of 94.50 feet; thence with said east right of way line, along said curve an arc distance of 130.28 feet and a chord which bears South 46 degrees 57 minutes 03 seconds East, 120.21 feet, to the north right of way line of said Wild Horse Creek Road; thence the following courses and distances along said north right of way line: South 03

degrees 33 minutes 12 seconds West, 10.67 feet to a non-tangential curve to the right having a radius of 1,003.00 feet; along said curve an arc distance of 102.42 feet and a chord which bears South 83 degrees 30 minutes 02 seconds East, 102.38 feet to a point of compound curve having a radius of 992.54 feet; along said curve an arc distance of 125.98 feet and a chord which bears South 71 degrees 30 minutes 38 seconds East, 125.90 feet to a point of compound curve having a radius of 991.00 feet; along said curve to the right an arc distance of 95.50 feet and a chord which bears South 62 degrees 26 minutes 35 seconds East, 95.76 feet to its intersection with the centerline of that part of Chesterfield Airport Road ( f.k.a. Olive Street Road) as vacated by instrument recorded in Book 23423, Page 89 of above said records; thence along said centerline the following courses and distances: North 44 degrees 11 minutes 10 seconds West, 279.36 feet; North 44 degrees 11 minutes 10 seconds West, 89.38 feet and North 55 degrees 53 minutes 33 seconds West, 176.60 feet to its intersection with the direct southwest prolongation of the west line of a tract of land as conveyed to 16517/16519 Old Chesterfield LLC by instrument recorded in Book 23682, Page 469 of above said records; thence along said prolongation line and last said west line, North 00 degrees 11 minutes 41 seconds East, 837.85 feet to the southwestern right-of-way line of Interstate Route 64, variable width; thence along said right-of-way line the following courses and distances: South 42 degrees 02 minutes 08 seconds East, 656.48 feet to the beginning of a curve to the right having a radius of 11157.00 feet; along said curve with an arc length of 709.33 feet and a chord which bears South 40 degrees 13 minutes 10 seconds East, 709.21 feet; North 77 degrees 10 minutes 33 seconds East, 0.27 feet to the beginning of a non-tangential curve to the right having a radius of 5664.58 feet; along said curve with an arc length of 38.40 feet and a chord which bears South 34 degrees 40 minutes 44 seconds East, 38.40 feet; South 24 degrees 24 minutes 24 seconds East, 125.81 feet; South 14 degrees 29 minutes 30 seconds West, 134.14 feet; South 03 degrees 21 minutes 32 seconds East, 145.49 feet and South 40 degrees 19 minutes 34 seconds West, 105.00 feet; thence South 62 degrees 38 minutes 49 seconds East, 102.65 feet to the westernmost corner of Adjusted Lot 1 of the Boundary Adjustment Plat of Lots C140 and C144 as recorded in Plat Book 367, Page 448 of said records, said point also being located on the northern right-of-way line of Wild Horse Creek Road, variable width; thence along said right-of-way line the following courses and distances: South 17 degrees 59 minutes 06 seconds East, 139.51 feet to a curve to the left having a radius of 1,859.86 feet; along said curve an arc distance of 117.66 feet and a chord which bears South 56 degrees 34 minutes 00 seconds East, 117.64 feet; South 58 degrees 22 minutes 44 seconds East, 163.68 feet to a curve to the left having a radius of 1,859.86 feet; along said curve an arc distance of 55.96 feet and a chord which bears South 59 degrees 14 minutes 28 seconds East, 55.96 feet and North 77 degrees 45 minutes 51 seconds East, 110.86 feet to the north line of Chesterfield Parkway West, variable width; thence along said right of way line, North 37 degrees 01 minute 50 seconds East, 59.27 feet; thence departing said right of way line, South 68 degrees 38 minutes 05 seconds East, 167.57 feet, and South 21 degrees 21 minutes 55 seconds West, 246.08 feet to the intersection of the east right of way line of Chesterfield Parkway West, 73.00 feet wide; south right of way line of Chesterfield Airport Road, variable width; thence along said right-of-way line the following; South 69 degrees 05 minutes 52 seconds East, 32.21 feet and South 59 degrees 27 minutes 48 seconds East, 11.64 feet to the northwest corner of a tract of land as conveyed to First Baptist Church of Chesterfield by instrument recorded in Book 5232, Page 199 of said records; thence along the west, south and east lines of said church tract the following

courses and distances: South 34 degrees 10 minutes 02 seconds West, 180.51 feet; South 55 degrees 54 minutes 37 seconds East, 137.63 feet; North 34 degrees 58 minutes 34 seconds East, 43.04 feet North 15 degrees 04 minutes 51 seconds East, 47.83 feet and North 35 degrees 04 minutes 38 seconds East, 82.29 feet to the south right-of-way line of above said Chesterfield Airport Road: thence along said right-of-way line the following: North 34 degrees 05 minutes 45 seconds East, 186.34 feet; South 33 degrees 54 minutes 49 seconds East, 389.69 feet; South 33 degrees 53 minutes 15 seconds East, 59.77 feet and South 33 degrees 55 minutes 45 seconds East, 82.93 feet to a curve to the left having a radius of 2914.93 feet; along said curve with an arc length of 12.29 feet and a chord which bears South 34 degrees 02 minutes 52 seconds East, 12.29 feet; South 55 degrees 50 minutes 01 seconds West, 15.03 feet to the beginning of a curve to the left having a radius of 2929.93 feet; along said curve with an arc length of 20.37 feet and a chord which bears South 34 degrees 40 minutes 47 seconds East, 20.37 feet; North 55 degrees 44 minutes 16 seconds East, 14.92 feet to a curve to the left having a radius of 2914.93 feet; along said curve with an arc length of 539.15 feet and a chord which bears South 39 degrees 52 minutes 02 seconds East, 538.38 feet; South 44 degrees 50 minutes 3 seconds West, 10.00 feet to a curve to the left having a radius of 2924.93 feet; along said curve with an arc length of 297.79 feet and a chord which bears South 48 degrees 04 minutes 57 seconds East, 297.66 feet; South 33 degrees 46 minutes 27 seconds East, 104.87 feet; South 49 degrees 20 minutes 14 seconds East, 99.00 feet; South 58 degrees 35 minutes 13 seconds East, 15.00 feet; North 10 degrees 39 minutes 6 seconds East, 54.56 feet to a curve to the left having a radius of 2914.93 feet; along said curve with an arc length of 54.29 feet and a chord which bears South 55 degrees 13 minutes 54 seconds East, 54.29 feet; South 37 degrees 50 minutes 04 seconds East, 51.79 feet and South 57 degrees 8 minutes 21 seconds East, 104.82 feet to the northwest corner of a tract of land as conveyed to Chesterfield Center Corporation, by instrument recorded in Book 7229, Page 2111 of said records; thence along the northwest lines of said Chesterfield Center Corporation tract; South 32 degrees 51 minutes 39 seconds West, 32.53 feet and South 50 degrees 54 minutes 48 seconds West, 245.99 feet to the western line of said Chesterfield Center Corporation tract also being the eastern line of Chesterfield Center; thence the eastern and northern lines of said Chesterfield Center the following courses and distances: along a curve to the right having a radius of 515.00 feet with an arc length of 246.78 feet and a chord which bears South 27 degrees 54 minutes 13 seconds East, 244.43 feet; South 12 degrees 27 minutes 28 seconds East, 500.92 feet; South 56 degrees 32 minutes 57 seconds East, 43.09 feet to a curve to the right having a radius of 473.00 feet and along said curve with an arc length of 155.21 feet and a chord which bears South 89 degrees 38 minutes 56 seconds East, 150.56 feet to the west right-of-way line of Clarkson Road, variable width; thence along said right-of-way line, South 12 degrees 32 minutes 13 seconds West, 100.14 feet to the southern line of Chesterfield Center, said point also being located on a curve to the left having a radius of 373.00 feet; along said curve with an arc length of 107.58 feet and a chord which bears North 89 degrees 38 minutes 56 seconds West, 107.21 feet; thence continuing along the eastern line of said Chesterfield Center the following courses and distances: South 33 degrees 41 minutes 41 seconds West, 41.56 feet; South 12 degrees 27 minutes 28 seconds East, 185.74 feet and South 12 degrees 27 minutes 28 seconds East, 157.26 feet to the west right-of-way line of above said Clarkson Road; thence along said west right-of-way line the following courses and distances: South 34 degrees 26 minutes 46 seconds West, 43.00 feet; South 23 degrees 32 minutes 27 seconds West, 181.60 feet; South 31 degrees 07

minutes 33 seconds West, 155.00 feet; South 31 degrees 07 minutes 33 seconds West, 207.00 feet; South 31 degrees 07 minutes 33 seconds West, 466.33 feet and South 85 degrees 40 minutes 34 seconds West, 26.89 feet to the north right-of-way line of West Chesterfield Parkway, variable width, said point also being located on a curve to the left having a radius of 1060.17 feet; thence along said right-of-way line the following courses and distances: along said curve with an arc length of 334.12 feet and a chord which bears North 73 degrees 50 minutes 32 seconds West, 332.74 feet; North 82 degrees 52 minutes 15 seconds West, 126.21 feet; North 82 degrees 52 minutes 51 seconds West, 37.73 feet; South 86 degrees 44 minutes 25 seconds West, 35.95 feet to the west line of a tract of land as conveyed to Bishops Landing LLC by instrument recorded in Book 24512, Page 1009 of said records; thence along the west line of said Bishops Landing LLC tract, North 02 degrees 24 minutes 16 seconds East, 153.50 feet to the southern right-of-way line of above said Chesterfield Center; thence along said right-of-way line the following courses and distances: North 52 degrees 55 minutes 44 seconds West, 209.00 feet; North 52 degrees 55 minutes 44 seconds West, 628.00 feet; North 18 degrees 15 minutes 44 seconds West, 305.01 feet; thence North 64 degrees 15 minutes 19 seconds West, 41.67 feet to a curve to the left having a radius of 432.37 feet; along said curve with an arc length of 106.89 feet and a chord which bears South 60 degrees 41 minutes 27 seconds West, 106.62 feet to the beginning of a curve to the left having a radius of 338.26 feet; along said curve with an arc length of 254.23 feet and a chord which bears South 73 degrees 45 minutes 20 seconds West, 248.28 feet and North 84 degrees 41 minutes 22 seconds West, 14.47 feet to the east right-of-way line of above said Chesterfield Parkway West; thence along said right-of-way line the following courses and distances: along a curve to the right having a radius of 763.00 feet, with an arc length of 37.52 feet and a chord which bears North 03 degrees 53 minutes 50 seconds East, 37.51 feet; North 06 degrees 42 minutes 12 seconds East, 37.51 feet to a curve to the right having a radius of 763.00 feet, with an arc length of 45.90 feet and a chord which bears North 10 degrees 03 minutes 54 seconds East, 45.90 feet; North 11 degrees 33 minutes 38 seconds East, 735.22 feet to a point of curvature to the left having a radius of 3,036.50 feet and an arc length of 79.87 feet and a chord which bears North 10 degrees 48 minutes 25 seconds East, 79.87 feet and North 10 degrees 3 minutes 12 seconds East, 223.81 feet; thence crossing said Chesterfield Parkway West, North 79 degrees 56 minutes 48 seconds West, 73.00 feet, to the west right of way line of said Chesterfield Parkway West; thence the following courses and distances along said west right of way line: North 10 degrees 03 minutes 12 seconds East, 22.45 feet; North 35 degrees 08 minutes 35 seconds West, 35.20 feet; North 80 degrees 08 minutes 45 seconds West, 15.00 feet; and North 10 degrees 01 minute 02 seconds East, 3.50 feet to the south right of way line of above said Burkhardt Place being on a curve to the right having a radius of 330.23 feet; thence the following courses and distances along said right of way line and its extension across intersecting streets: along said curve to the right an arc distance of 281.12 feet and a chord which bears North 55 degrees 46 minutes 38 seconds West, 272.71 feet; North 31 degrees 26 minutes 20 seconds West, 472.64 feet to a curve to the left having a radius of 525.00 feet; along said curve an arc distance of 325.17 feet and a chord which bears North 49 degrees 10 minutes 59 seconds West, 320.00 feet to a point of compound curvature having a radius of 775.00 feet; and along said curve with an length of 266.48 feet and a chord which bears North 76 degrees 46 minutes 38 seconds West, 265.17 feet to the POINT OF BEGINNING.

Containing 9,744,343 square feet or 223.699 acres, more or less. According to calculations performed by Stock and Associates in April 2021.

**CITY OF CHESTERFIELD**  
**POLICY STATEMENT**

**FINANCE AND ADMINISTRATION**

**No.**

**SUBJECT: PUBLIC PURPOSE**

**INDEX: FA**

**DATE ISSUED:**

**DATE**

**REVISED:**

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**PURPOSE STATEMENT:**

*Missouri Constitution Article VI, Sections 23 and 25 set constitutional limitations on the use and grant of public funds and resources by the City of Chesterfield (the "City"). City expenditures of public funds and resources to private individuals, associations or corporations ("Expenditures") must be "for the support of the government or for some of the recognized objects of the government, or directly to promote the welfare of the community." See State ex rel. Mitchell v. City of Sikeston, 555 S.W.2d 281, 285 (Mo. banc 1977). The purpose of this policy statement is to implement a definition and procedure for Expenditures in order to ensure compliance with constitutional mandates and to provide transparency in the granting, use and accountability of these public funds and resources. This policy is not intended to prescribe what Expenditures should be made or to define what individual recipients should benefit from Expenditures, rather to ensure that all relevant Expenditures are made pursuant to a uniform policy and procedure.*

**POLICY:**

Each and every time the City grants public resources, whether in cash, goods, or services (collectively "City Resources"), to an individual or outside organization for a purpose other than the continued operations of the City, its programs, departments and services, the grant of City Resources shall only be made pursuant to a public purpose as defined herein.

"Public Purpose" is hereby defined as follows:

A Public Purpose is a purpose where at least one of the following criteria is met: (1) a purpose that supports the City or the recognized objects of the City; (2) a purpose that directly promotes the welfare of the community; (3) a purpose from which some benefit or convenience to the public will flow; and/or, (4) a purpose that improves employment and stimulates the economy. Any program or activity receiving public support must be a program or activity that the City could, or would otherwise fund directly.

See State ex rel. Mitchell v. City of Sikeston, 555 S.W.2d 281, 285 (Mo. banc 1977); see also State ex rel. Jardon v. Indus. Dev. Auth. of Jasper Cty., 570 S.W.2d 666, 674 (Mo. 1978); see also State ex rel. Wagner v. St. Louis Cty. Port Auth., 604 S.W.2d 592, 605 (Mo. 1980); see also Menorah Med. Ctr. v. Health & Educ. Facilities Auth., 584 S.W.2d 73, 79 (Mo. banc 1979).

For purposes of this policy a "City Entity" shall include any department, division, program, service or Committee which provides City Resources to an outside organization for a purpose other than the continued operations of the City, its departments, division, programs, services and committees. Whenever an Expenditure of public resources is contemplated, the requestor or the City Entity initiating outreach for use of City Resources must provide a Public Purpose Finding Statement in substantially the form found attached hereto as Exhibit A. This requirement supplements any existing applications or procedures for award of City Resources and does not relieve the applicant of the need to comply with any other policies, procedures, or applications required. However, any activity which is authorized by a separate agreement, including but not limited to facility rentals, use agreements, contracts for services, activity partnership agreements, sponsorships, advertising, cooperative ventures, and mutual aid\assistance are not subject to or governed by this policy.

Prior to any Expenditure of City Resources, appropriate City Staff shall review the Public Purpose Finding Statement and make a recommendation consistent with this Policy. City Staff will forward the Public Purpose Finding Statement, the recommendation, and other relevant application materials to the appropriate standing committee of City Council ("Committee") for their review and determination. When applicable, Committees will consider the request for City Resources and make a determination of Public Purpose pursuant to this Policy. Non-financial City Resources may be expended after a Committee has made an affirmative finding of Public Purpose. Any cash expenditure will require approval by a majority of the elected members of City Council. An affirmative finding of Public Purpose authorizes an applicant to receive City Resources. However, any Expenditure of City Resources is subject to the availability of those resources and any annual appropriation of the City.

Notwithstanding the provisions of this policy, City Employees, with the approval of their Department Head(s), are authorized and encouraged to cooperate, assist, coordinate, and otherwise provide non-cash resources to residents, businesses, organizations, and others up to a cumulative value of City Resources of not more than \$1,000 when the City Employee has made a good faith determination that the Public Purpose criteria set forth in the definition of public purpose criteria above will be achieved.

As of the date of this Policy Statement, the activities listed on Exhibit C attached hereto and incorporated herein by reference are found to serve a Public Purpose and therefore acceptable use of City Resources under this Policy (the "Approved Uses"). Requestors of Public Resources for Approved Uses are not required to submit a Public Purpose Finding Statement prior to receiving City Resources as long as the requests are substantially similar to the history of a demonstrated Public Purpose, as determined by the applicable City Entity in the City Entity's sole and absolute discretion. The recipient of Expenditures for Approved Uses shall comply with any other application requirements imposed by the City or any City Entity, including, but not limited to, any insurance, auditing and/or indemnity requirements, as may be applicable to the specific Expenditure. Although the Approved Uses presumptively

comply with this Policy, the applicable City Entity, in its sole and absolute discretion, may still require the recipient of the Expenditure to submit a Public Purpose Finding Statement. The Approved Uses described on Exhibit C are intended to be descriptive of acceptable activities and should not be interpreted as an exhaustive list. City staff is entrusted, encouraged, and empowered to make decisions based upon similar or comparable events consistent with this Approved Uses and this policy. Any group or organization who desires to have a community activity designated as an Approved Use shall contact the City Administrator. Notwithstanding individual staff decisions made in conformance with this paragraph, the City Council may, in its sole and absolute discretion, elect to add, delete, or modify the Approved Uses. Any Approved Use that references a specific event or a specific agency is provided for informational and descriptive purposes only and not intended to entitle any agency or host to City Resources or to prohibit any other agency or host from being considered an Approved Use for a similar activity. The provisions of this policy apply to activities which have been determined to have a public purpose, without regard to what agency or host may be providing the activity.

***RECOMMENDED BY:***

***Recommended by F&A Committee***  
***Department Head/Council Committee (if applicable)***

***5/10/2021***  
***Date***

***APPROVED BY:***

\_\_\_\_\_  
***City Administrator***

\_\_\_\_\_  
***Date***

\_\_\_\_\_  
***City Council (if applicable)***

\_\_\_\_\_  
***Date***

**Exhibit A**

**Public Purpose Statement**

*Please complete the following Public Purpose Statement. This statement must be included with your application for City Resources before your application will be eligible for review by City staff. For every provision of City Resources, whether it be funds, goods, or services, there must be a finding of public purpose. The City of Chesterfield defines public purpose as found in Policy Statement #\_\_\_\_\_. By making this statement you are agreeing to be bound by the terms and conditions of the agreement found in Policy Statement #\_\_\_\_\_. You must be authorized by your organization to make this request, make these statements, and to bind your organization to the terms and conditions found in Policy Statement #\_\_\_\_\_.*

*Organization Name:*\_\_\_\_\_

*Application Date:*\_\_\_\_\_

*Address:*\_\_\_\_\_

*Organization Tax Identification Number:* \_\_\_\_\_

*Organization Representative Name:*\_\_\_\_\_

*Organization Representative Title:*\_\_\_\_\_

*Email Address:*\_\_\_\_\_ *Telephone Number:*\_\_\_\_\_

*Department/Committee/Program applying to:*\_\_\_\_\_

*City Resources Sought (if monetary, please break down how it will be spent):*

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Public Purpose: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Have you applied for City Resources before, whether in funds, goods, or services?

\_\_\_\_\_

Do you anticipate this being a one-time request or annual request?

\_\_\_\_\_

If you anticipate this being a recurring request or have previously made such a request, do you anticipate needing less, similar or more City resources going forward, please explain below:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**I hereby certify that the above statements are true and correct to the best of my knowledge. I understand that a false statement may disqualify me from receiving City Resources or from being eligible in other programs offered by the City. I understand all information must be completed to be considered. Incomplete or illegible statements will not be accepted. By signing below I am representing that I have the authority to make these statements, I have the authority to request City Resources, and I have authority to bind my organization, if applicable, to any conditions of receiving City Resources. I agree to fully cooperate with the City in the administration of City Resources including any audit requirements if my organization receives monetary resources.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized representative of \_\_\_\_\_. (Organization Name)

## **EXHIBIT B**

### **PUBLIC PURPOSE FUNDING AGREEMENT**

This Funding Agreement (the "Agreement") is hereby entered into between the City of Chesterfield, Missouri, a municipal subdivision of the third class organized under the laws of the State of Missouri (the "City"), and \_\_\_\_\_, a \_\_\_\_\_ ("Recipient"), this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WHEREAS**, Recipient has requested public resources, whether in cash, goods, or services (collectively "City Resources"), from the City; and,

**WHEREAS**, Recipient has represented and attested in a Public Purpose Finding Statement that such an award of City Resources to Recipient would have a public purpose as defined in City Policy Statement # \_\_\_\_\_; and,

**WHEREAS**, the City has reviewed Recipient's Public Purpose Finding Statement and determined that such an award of City Resources would have a public purpose as defined in City Policy Statement # \_\_\_\_\_; and

**WHEREAS**, the Recipient was selected for an award of City Resources by the City and has agreed to be bound by the terms of this Agreement as a condition of receiving City Resources.

**IN WITNESS HEREOF**, The City and Recipient agree as follows:

#### **TERM**

- 1.1** The Term of this Agreement shall be for a period of \_\_\_\_\_ months, commencing on \_\_\_\_\_, 20\_\_\_\_ and concluding on \_\_\_\_\_, 20\_\_\_\_.

#### **SERVICES AND SCOPE**

- 2.1** City shall provide to Recipient the City Resources described in Exhibit A.
- 2.2** Recipient agrees to use the City Resources for the public purposes described in Exhibit B, the Public Purpose Finding Statement.
- 2.3** If the City Resources includes a monetary award, Recipient shall at a minimum provide an audited financial statement showing that the funds were used for the public purpose described in Exhibit B.
- 2.4** Recipient agrees to comply with all other special conditions required as set forth in Exhibit C and all requirements required by the department, program, or committee's application.

## **GENERAL PROVISIONS**

- 3.1 Compliance with Laws.** *The Recipient shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof including but not limited to those directly applicable to the performance of the Agreement.*
- 3.2 Indemnification.** *To the fullest extent permitted by law, the Recipient agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorney's fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from Recipient's breach of the Contract or out of services and operations negligently performed hereunder by the Recipient, including the City's reliance on or use of the services or products provided by the Recipient under the terms of this agreement. The Recipient shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, Recipient agrees that this indemnification requires Recipient to obtain insurance in amounts specified by the City Administrator. Proof of necessary liability insurance, with limits and exclusions as determined in the City's sole and absolute discretion, shall be provided prior to Recipient's receipt of City Resources*
- 3.3 Insurance.** *Recipient shall furnish the City the certificates of insurance for public liability and property damage, including automobile coverage in the amounts specified by the City, if any, but unless otherwise provided shall be no less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City. The City and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Recipient's work, as determined by the City, shall be named as additional insured. All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. Company shall furnish City with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the City, show the City as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the willful misconduct of City. For each insurance policy the Company is required to maintain under this Agreement, the Company shall obtain a waiver of subrogation in favor of the City. The waiver shall expressly waive any and all rights of subrogation, reimbursement, exoneration, or contribution of any other claim which the Company or insurance provider may now or hereafter have against the City, the City's elected officials, employees, agents, attorneys, and representatives, arising from the existence or performance of this Agreement, until termination of this Agreement. Nothing herein shall be deemed a waiver of the City's sovereign*

*immunity relative to any claim against the City.*

- 3.4 Compliance with Sunshine Law.** *The Recipient agrees that it will comply with Missouri's Sunshine Laws (610 RSMo et. seq) but otherwise not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Agreement.*
- 3.5 Changes.** *No change in this Contract shall be made except in writing prior to the change in terms being performed.*
- 3.6 Accounting.** *During the period of this Agreement, the Recipient shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Consultant. The Parties agree that the City, in its sole and absolute discretion, may require Recipient to provide audited financial statements, an investigation, audit, or other records related to the use and expenditure of the City Resources by Recipient which the City deems necessary to ensure that City Resources are being used as required by the City's policies, practices and City Code. Recipient shall cooperate with all audits, investigations, or requests for documents as requested or directed by the City, the City Police Department, and the City's attorneys and agents. Recipient shall be given a reasonable time to provide all necessary documents, records, or personnel to comply with the audit, investigation, or request. In the event Recipient fails to respond or provide information requested under this section, Recipient shall return to the City the City Resources within thirty days of demand by the City.*
- 3.7 Representations.** *Recipient agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree the Agreement represents the entire agreement between the parties.*
- 3.8 Jurisdiction.** *This Agreement shall be governed and construed in accordance to the laws of the State of Missouri. The parties hereby consent to the in person am jurisdiction of the 21<sup>st</sup> Judicial Circuit of the State of Missouri. Recipient shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof.*
- 3.9 Termination.** *The City shall have the right to terminate the Contract at any time for any reason by giving the Consultant written notice to such effect. Recipient may terminate this agreement for any reason with 45 days written notice.*
- 3.10 Authority.** *Each of the persons signing below on behalf of any party hereby represents and warrants that he/she is signing with full and complete authority to bind the party on whose behalf he/she is signing, and to each and every term of this agreement.*

*IN WITNESS WHEREOF, the City and Recipient have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.*

*By: \_\_\_\_\_*

*By: \_\_\_\_\_  
Michael Geisel, City Administrator*

*Title: \_\_\_\_\_*

*ATTEST:*

\_\_\_\_\_  
*City Clerk*

**(remainder of page left blank intentionally)**

**Exhibit C**

**Demonstrated Public Purpose List**

Nothing herein shall restrict the City from cooperation, assistance, and sharing with other municipalities, counties, states, school districts, fire districts, or utilities.

Other Governmental agencies – provision of mutual aid, mutual assistance, or public outreach.

Community Outreach events – Nothing herein is intended to restrict or limit City participation in Community Policing, Staff presentations and participation in community organizations.

Use of City Facilities as prescribed by other City Policies.

Participation and Membership - Nothing herein is intended to restrict or limit City participation in governmental task forces, Professional Associations, Industry Organizations, or Cooperative Ventures.

Community events - Nothing herein shall restrict the City from cooperation, assistance, and sharing with community partner(s) to facilitate public, community events.

Any line item expenditure, program, or activity in conjunction with an approved budget.

Inter-agency cross-promotion and advertising.

Elementary School Resource Officer program (four full-time officers assigned to public elementary school, and private schools and university).

Honor Guards, subject to availability, and without incurring overtime compensation.

Assignments to area, regional, national or international tasks forces, committees, or governmental agencies.

Fingerprinting services

**(remainder of page left blank intentionally)**

**Descriptive examples of Activities\Programs for which the City may provide traffic control and/or security without compensation or reimbursement:**

- *County Fair, Spirit of St. Louis Air Show*
- *Chabad Parade(s)*
- *Fourth of July neighborhood parades*
- *Participation in neighborhood birthday, graduation, or similar event based parades*
- *National Walk to School event*
- *School district events providing for community outreach, such as equipment and vehicle displays*
- *Hare in the Air at Logan University*
- *Drug Take Back events in cooperation with other law enforcement agencies*
- *Read Across America Day / Week in public schools*
- *Community Helpers Week in public schools*
- *Back to School Safety talks*
- *Security or unoccupied car provided for holy days at the temple(s)*
- *Non-Profit Community Events, which are offered free and available to the general public such as:*
  - *Chamber of Commerce Concerts in the Park*
  - *Chamber of Commerce Fireworks displays*
- *United Hebrew traffic control during High Holy days.*

**(end of text - remainder of page left blank intentionally)**



Finance Director  
636-537-4726

## M E M O

DATE: April 30, 2021  
TO: Mike Geisel, City Administrator  
FROM: Jeannette Kelly, Finance Director *J. Kelly*  
RE: Franchise Tax Audit Update

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On September 22, 2020, the Council approved the Utility Tax revenue audit through TriStem, a Dallas company, on a contingency basis and we subsequently executed the agreement with them at the end of October, 2020 for the audit which they referred to as "Franchise Fees".

During the past six months, TriStem has experienced a significant employee turnover. The Account Executive, Becca Kinerd, left their company at the end of 2020. Rachel Ramirez, Assistant Auditor, worked on the audit through February 2021 until she left the firm. In March, 2021 Alisa Ellis was the Auditor assigned to our project. Last week I was informed that Alisa left the company. Elaine Seeber, Owner/President, contacted me along with Joe Seeber (Founder of TriStem) to inform me they were not able to perform this audit and suggested we utilize another company that would be better suited to handle the Utility Tax revenue audit.

Initially, we contacted two companies (Azavar and TriStem) to discuss their capabilities with regards to auditing Franchise Fees including utility tax revenues, Sales Taxes and Utility Bills. Azavar, a Chicago company, is currently working with the City of Frontenac on a utility tax audit and they have been pleased with their service so far.

Both companies have a comprehensive review process and work on a contingency basis. Therefore, we only pay their company when we receive the lost monies from the vendor(s). Both companies will review historical transactions and ensure the errors have been corrected moving forward; however, they recommend future audits every 5-7 years.

Azavar's contingency percentage is 37% and they charge the fee for the subsequent 36 months after the initial correction. Per the attached analysis, assuming \$40,000 of revenues are identified in the historical review and \$10,000 in each of the subsequent years, TriStem's 40% contingency fee is \$16,000

compared to Azavar's fee of \$25,900. Our initial recommendation in September 2020 was to proceed with the Franchise Tax Audit with TriStem. Since TriStem has recently decided to decline performing this audit, we **recommend engaging Azavar in the Utility tax revenue audit**. Upon successful completion of the audit, we would consider auditing other areas.

If you would like to discuss this further, please let me know.



# **Professional Services Agreement**

## **City of Chesterfield, Missouri**

### **Azavar Audit Agreement**

**Created by:**

Tom Fagan  
Azavar

**Prepared for:**

Jeannette Kelly  
City of Chesterfield, Missouri

## **Professional Services Agreement**

This Professional Services Agreement (this “Agreement”) is made and entered into on the 12 day of May 2021 by and between Azavar Audit Solutions, Inc. (DBA Azavar Government Solutions), an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 (“Azavar”), and the City of Chesterfield, Missouri municipal corporation having its principal place of business at 690 Chesterfield Parkway W. Chesterfield, Missouri 63017 (“Customer”).

### **1. SCOPE OF SERVICES**

**1.1** Subject to the following terms and conditions, Azavar shall provide professional services (“Services”) in accordance with the below statement of work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards. The Services and work provided shall be provided in substantial accordance with the below Statement of Work:

**(a)** Azavar shall undertake a Local Government Audit Program on behalf of the Customer. As part of the Local Government Audit Program Azavar shall, on behalf of the Customer, separately review and audit each tax or fee imposed by the Customer within the Customer’s corporate boundaries (“Audits”) including, but not limited to those imposed upon local businesses and, electric, gas, telecommunications, refuse, and water providers (“Providers”) on behalf of the Customer.

Azavar shall review during the course of its work for the Customer, Customer ordinances, contracts, receipts, addresses and databases, including any of the aforementioned items, whether administered locally, by the state or federal government, by any other government or non-government organization, or by any other third-party, revenues relating to use/occupation taxes, including business license/registration databases and revenue, and any other locally authorized fees and/or licenses, including liquor licenses. Azavar shall review and audit, amusement, food, beverage, and/or liquor taxes and/or fees and hotel, motel, bed, and/or transient occupancy taxes where applicable to the Customer. Azavar shall review and consult Customer on areas to enhance, increase, or maximize Customer revenues including, but not limited to, previous, existing, or new ordinances, agreements, or third-party contracts. Should the Customer own or operate its own utilities including electric, natural gas, water or other utilities, Azavar shall also review and audit the revenues and expenses of those Customer owned or operated utilities.

**(b)** The purpose of each audit is to determine past, present, and future taxes, franchise fees, service fees, or any other recoveries, refunds, monies or revenue owed to the Customer that were not properly attributed to the Customer or were not properly paid by Providers and to determine future taxes, franchise fees, and other monies owed to the Customer not previously counted so that Customer can collect these past, present, and future monies.

Azavar will review and analyze Federal and Missouri state law, the Customer’s own local ordinances and databases, and the franchise agreements, contracts or bills between Customer and Providers to conduct the Audits. In the course of an audit, Azavar will present to Customer in writing findings of monies which should have been paid to Customer by Providers in the past (“Underpayments”) and, based on the record of Underpayments, an estimate of the increased revenue Customer can reasonably expect to realize from Providers by correcting in the future errors identified in the Audits (“Anticipated Increased Revenue”) for review by the Customer (hereinafter “Findings”). Azavar will assist Customer to correctly apply and enforce obligations of Providers to collect monies due to the Customer under such applicable laws, local ordinances, or contracts. Azavar shall review Customer ordinances and may present recommendations to Customer to maximize Customer future revenues as part of the Audits. Customer understands that Findings may include but are not limited to suggested updates to local ordinances or the codification thereof. Customer agrees that any Findings, if implemented in whole or in part by the Customer or Azavar with Customer’s authorization, shall be fully compensable under Section 3 of this Agreement, including wherein the Findings require any amendments to an ordinance and wherein the ordinance is so amended within eighteen (18) months of the date of submission of the Findings to Customer by Azavar. Customer agrees to review any Findings within thirty (30) days.

**(c)** Customer hereby represents that it is not engaged in any Audits of Providers as contemplated under this Agreement and shall therefore pay Azavar the fees set forth in this Agreement for any Anticipated Increased Revenue attributable to the Audit or Findings by Azavar. Customer agrees that it shall notify Azavar within five (5) business days of any newly initiated Audits, changes to any ordinances related to any Audits, or execution or renewal of any contracts or franchise agreements related to any Audits as contemplated under this Agreement.

**(d)** Azavar acknowledges and understands that Customer may be a member of approved or proposed plaintiff classes in certain class action lawsuits relating to telecommunications taxes. Within fifteen (15) days of the execution of this agreement, Customer shall provide Azavar with a list of all such actions of which it is aware and shall provide notice within fifteen (15) days of being made aware of any action of which it was not aware at the time of execution. The taxes or fees at issue in these lawsuits are excluded from this Agreement. In the event that Customer receives notice that it is a class member or potential class member to another class action lawsuit involving Providers within the scope of this Agreement, Customer shall notify Azavar within five (5) business days of such notice.

**(e)** In order to perform the Audits, Azavar shall require full access to Customer records and Provider records. Customer shall use its authority as necessary to assist in acquiring information and procure data from Providers.

Customer agrees that it shall cooperate with Azavar, provide any documentation and records requested by Azavar, and provide continued access (prior to, during, and following any Audits) to documentation and records, and shall engage in meetings with Providers when requested by Azavar. Customer shall notify Azavar of any Provider requested meetings with Customer and shall include Azavar in said meetings.

**(f)** During the course of each audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer. In this case, Azavar will immediately terminate its participation for that specific Provider audit at no cost to the Customer and will document the error and provide the Customer with information necessary to correct the error. Azavar shall have no liability to Customer for these errors or actions arising from Azavar's or Customer's knowledge thereof.

**(g)** Customer acknowledges that each Provider is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that a Provider will take to limit its responsibility or liability during the Audit. Should Customer negotiate, abate, cancel, amend, delay, or waive by any means all or a portion of Underpayments of Anticipated Increased Revenue identified as payable to Customer during an audit, Customer shall pay any applicable contingency fees for any Findings that were identified by Azavar or by its Audits;

**(h)** The first audit start date is expected to be within no later than thirty (30) days from the date of this Agreement unless changed and approved by the Customer's Audit Primary Contact and Liaison;

**(i)** Each audit is expected to last at least six (6) months.

**(j)** Audit status meetings will be held regularly via phone, email, or in person throughout the course of the Audits between Azavar and the

Customer's Primary Contact and Liaison and will occur approximately every quarter;

**(k)** Jason Perry, Local Government Audit Program Manager, and Azavar specialists will be auditors under this Agreement. All Azavar staff or subcontractors shall be supervised by the Azavar Program Manager.

**1.2** Customer agrees to provide reasonable access to facilities for Azavar working on Customer's premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto. Customer will assign and designate an employee to be the Audit Primary Contact and Liaison. The Customer's Audit Primary Contact and Liaison will be the final decision maker for the Customer as it relates to this audit and will meet with Azavar staff on a regular basis as necessary. Lack of participation of Customer staff, especially at critical milestones during an audit, will adversely affect the audit timeline and successful recovery of funds. Customer's staff shall be available for meetings and participation with Providers to properly verify records and recover funds.

**2. INDEPENDENT CONTRACTOR**

Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar's employees shall be entitled to any Customer employment rights or benefits whatsoever. Customer shall designate Azavar as Power of Attorney with the Missouri Department of Revenue solely for the purpose of reviewing data provided by the Missouri Department of Revenue.

**3. PAYMENT TERMS**

**3.1** Customer shall compensate Azavar the fees set forth in this agreement on a contingency basis. In the event that Customer directly receives monies related to a Finding regarding Anticipated Increased Revenue, Azavar shall submit an invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement. Any invoice not disputed in writing by Customer within thirty (30) days after the receipt of such invoice shall be considered approved by the Customer. If Customer does not remit payment within sixty (60) days of receipt of an invoice, Azavar may assess interest at the rate of one percent (1%) per month. Contingency payment terms are outlined below. If Customer negotiates, abates, cancels, amends, delays, or waives, without Azavar's written consent, any Anticipated Increased Revenue that was identified by Azavar or by its Audits where such Findings were allowed under the law at the time the tax determination or Findings were made, Customer shall pay to Azavar applicable contingency fees for the total said tax determination or Findings at the rates set forth below and for the following thirty-six (36) months.

If Customer later implements during the subsequent thirty-six (36) months any Findings Customer initially declined based on Azavar programs or recommendations, Azavar shall be paid by Customer its portion of the recoveries over the following thirty-six (36) months at the contingency fee rates set forth below. This contract does not entitle Azavar to any compensation relating to the outcome of an Audit relating to the holders of video service authorization as contemplated under V.A.M.S. § 67.2691.

**3.2** Customer shall pay Azavar an amount equal to thirty-seven (37) percent of any Anticipated Increased Revenue realized per account or per Provider for thirty-six (36) months following when funds begin to be properly remitted to the Customer. In the event any Provider gives Customer any credits at any time in lieu of payment of Anticipated Increased Revenue, Customer will pay Azavar an amount equal to thirty-seven (37) percent of the fair market value for such credit or any other special consideration or compensation recovered for or received by the Customer from any Provider. All contingency fees paid to Azavar are based on determinations of recovery as agreed to by Azavar and Customer after review and analysis of Provider data and regulatory filings. All revenue after the subsequent thirty-six (36) month period for each account individually will accrue to the sole benefit of the Customer. Customer acknowledges that the 37% fee offered by Azavar is a special discount provided to the St. Louis Area Consortium contingent upon Customer executing and providing to Azavar this Agreement on or before June 15, 2021 ("Deadline").

**3.3** As it pertains to Customer expenses, utility service bill and cost Audits, Customer shall pay Azavar an amount equal to thirty-seven (37) percent of Anticipated Increased Revenue approved by Customer for thirty-six (36) months following the date savings per Provider is implemented by Azavar or Customer. In the event Azavar is able to recover any refunds or any credits at any time, Customer will pay Azavar an amount equal to thirty-seven (37) percent of said refunds or credits recovered for or received by Customer from any Provider. All contingency fees paid to Azavar are based on determinations of savings by Azavar including Provider data and regulatory filings. All savings after the subsequent thirty-six (36) month period for each service provider individually will accrue to the sole benefit of the Customer.

**4. CONFIDENTIAL INFORMATION**

**4.1** Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include: (i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge,

(iii) information which is or becomes available to the recipient party from third parties where such third parties have no confidentiality obligations to the disclosing party; and (iv) information subject to disclosure under any Missouri state or federal laws.

**4.2** Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under any Statement of Work hereto.

## **5. INTELLECTUAL PROPERTY**

**5.1** No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefor shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.

**5.2** Under no circumstance shall Customer have the right to distribute any software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.

## **6. DISCLAIMER**

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES.

## **7. TERMINATION**

**7.1** Unless earlier terminated in accordance with Section 7.2 below, this Agreement shall be effective from the date first written above and shall continue thereafter until terminated upon 90 days written notice by Customer or Azavar.

**7.2** Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

**7.3** The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), and Section 10 (Use of Customer Name) shall survive termination of this Agreement.

## **8. NOTICES**

Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

### **If to Azavar:**

General Counsel  
Azavar Audit Solutions, Inc.  
55 East Jackson Boulevard  
Suite 2100  
Chicago, Illinois 60604

### **If to Customer:**

Finance Director  
City of Chesterfield, Missouri  
690 Chesterfield Parkway W.  
Chesterfield, Missouri 63017

**9. ASSIGNMENT**

Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto, except Azavar shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Azavar's assets.

**10. USE OF CUSTOMER NAME**

Customer hereby consents to Azavar's use of Customer's name in Azavar's marketing materials; provided, however, that Customer's name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar.

**11. COMPLETE AGREEMENT**

This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Missouri and the parties hereby consent to the jurisdiction of the courts of the State of Missouri.

**City of Chesterfield, Missouri**

Print Name:

Signature:

Title:

**Azavar Audit Solutions, Inc**

Print Name:

Signature:

Title:

## **PARKS, RECREATION AND ARTS COMMITTEE**

Chair: Councilmember Mastorakos

Vice Chair:

There are no Parks, Recreation and Arts Committee action items scheduled on the agenda for this meeting.

### **NEXT MEETING**

The next meeting of the Parks, Recreation and Arts Committee is scheduled for Tuesday, May 25, 2021 at 5:30 pm.

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

## **PUBLIC HEALTH AND SAFETY COMMITTEE**

Chair: Councilmember DeCampi

Vice Chair:

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

### **NEXT MEETING**

The next meeting of the Public Health and Safety Committee is scheduled for Monday, May 18, 2021, at 5:30 pm.

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

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

There are no action items scheduled on the agenda for this meeting.

### **OTHER LEGISLATION**

**Bill No. 3343 - Grand Reserve, Plat 2 – Record Plat** – An ordinance providing for the approval of a Record Plat for Plat 2 of the Grand Reserve subdivision, a 0.729-acre tract of land zoned “R-4” located east of the intersection of Olive Boulevard and Grand Reserve Drive (18S641691) **(First & Second Readings) Planning Commission recommends approval.**

**Bill No. 3344 - 2272 & 2241 Clarkson Rd. - Boundary Adjustment Plat** – An ordinance providing for the approval of a Boundary Adjustment Plat for 2272 & 2241 Clarkson Road, a tract of land totaling 1.006 acres zoned “NU” Non-Urban District located east of Clarkson Road and south of Wilson Avenue (20T520103) **(First & Second Readings) Department of Planning recommends approval.**

### **UNFINISHED BUSINESS**

There are no “Unfinished Business” action items scheduled on the agenda for this meeting.

### **NEW BUSINESS**

## Memorandum

### Department of Planning



**To:** Michael O. Geisel, City Administrator

**From:** Justin Wyse, Director of Planning

**Date:** May 19, 2021

**RE:** **Grand Reserve, Plat 2:** A Record Plat for a 0.729-acre tract of land zoned "R-4" located east of the intersection of Olive Boulevard and Grand Reserve Drive (18S641691).

#### **Summary**

Stock and Associates has submitted a Record Plat for three (3) lots and common ground to be incorporated into the Grand Reserve subdivision. These lots have been platted separately from the initial Record Plat for the Grand Reserve subdivision but substantially conform with the Preliminary Plat for the Grand Reserve subdivision.

Currently, one lot exists on the site. The plat shows Lots 1, 2 and 3 as part of the Grand Reserve Subdivision. There is additional common ground behind each lot as well as along Olive Blvd. These lots were included on the Preliminary Plat for the Grand Reserve subdivision but were not shown on the Record Plat as this property was included as part of a life trust at the time. All streets, sidewalks and utilities have been installed in conjunction with the previous Record Plat for the Grand Reserve subdivision which was approved in 2018. Therefore, no other improvements are required to be installed or guaranteed with this development. This Record Plat substantially conforms to the subdivision's Preliminary Plat.

On May 19, 2021, the Planning Commission recommended approval of the Grand Reserve, Plat 2 Record Plat with a vote of 9-0.

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



**Figure 1: Proposed Grand Reserve, Plat 2 (lots not drawn to scale/approximated)**

BILL NO. 3343

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT FOR PLAT 2 OF THE GRAND RESERVE SUBDIVISION, A 0.729-ACRE TRACT OF LAND ZONED “R-4” LOCATED EAST OF THE INTERSECTION OF OLIVE BOULEVARD AND GRAND RESERVE DRIVE (18S641691).**

**WHEREAS**, Stock and Associates, Inc., on behalf of Hardesty Development, LLC, has submitted for review and approval a Record Plat for Plat 2 of the Grand Reserve subdivision; and,

**WHEREAS**, the purpose of said Record Plat is to subdivide a 0.729-acre tract of land into three (3) residential lots; and,

**WHEREAS**, the Department of Planning has reviewed the Record 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 Record Plat to the Planning Commission; and,

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

**WHEREAS**, the City Council of the City of Chesterfield having considered the request, voted to approve said Record Plat.

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

**Section 1.** The Record Plat for Plat 2 of the Grand Reserve subdivision, which is made part hereof and attached hereto as “Exhibit 1”, is hereby approved; provided, however, that nothing in this ordinance shall be construed or interpreted as an acceptance of the public utilities or public easements which are dedicated on the Record Plat. The owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

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

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
Bob Nation, MAYOR

ATTEST:

\_\_\_\_\_  
Vickie McGownd, CITY CLERK

FIRST READING HELD: 05/19/2021

GENERAL NOTES:

1) Subject property lies within Flood Zone X ( areas determined to be outside the 0.2% annual chance floodplain) according to the National Flood Insurance Rate Map Number 29189C0170K with an effective date of 02/04/2015.

2) The basis of bearings for this survey is Plat Book 317, Page 49 - 50.

3) PRESENT ZONING: "R-4" RESIDENCE DISTRICT

Minimum structure setbacks R-4:

Front - Zero (0) feet from Property line

Side - Six (6) feet from Property Line

Rear - Fifteen (15) feet from Property Line

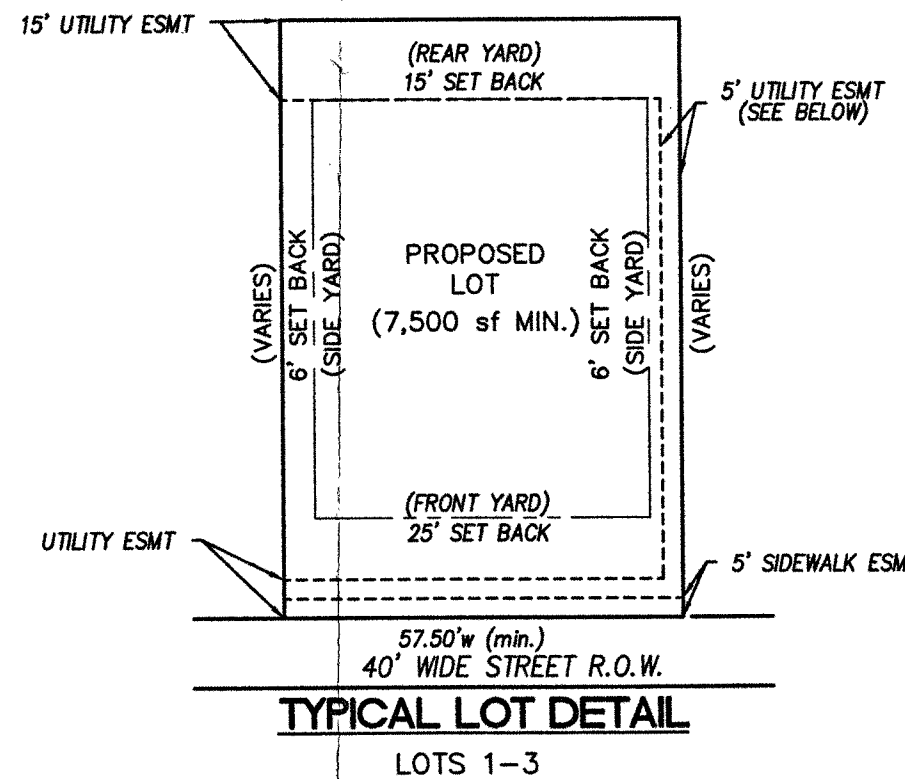
Right-of-Way - Twenty (20) feet from front yard

Height:

No building elevation of any dwelling structure or building accessory to a dwelling structure shall exceed three (3) stories or forty-five (45) feet in height, whichever is less.

4) Source of record title are Deed Book 23664, Page 2081.

5) Monuments to be set: 4 permanent and 8 semipermanent.



OWNER'S CERTIFICATION

We, the undersigned, owners of the tract of land herein platted and further described in the foregoing surveyor's certificate, have caused the same to be surveyed and resubdivided in the manner shown on this plat, which boundary adjustment plat shall hereafter be known as:

"GRAND RESERVE PLAT TWO"

All Common Ground and easements, shown on this plat, unless designated for other specific purposes, are hereby dedicated to The City of Chesterfield, Missouri, Missouri American Water Company, AmerenUE, Southwestern Bell d.b.a. AT&T of Missouri, Metropolitan ST. Louis Sewer District, the relevant Cable Company, their successors and/or assigns as their interests may appear for the purpose of improving, constructing, maintaining, and repairing public utilities, sewers, and drainage facilities with a right of temporary use of adjacent ground not occupied for improvements for excavation and storage of materials during installation, repair, or replacement of said utilities, sewers, and drainage facilities.

Building lines as shown on this plat are hereby established.

This subdivision is subject to the conditions and restrictions as recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ of the St. Louis County Recorder's Office.

Common Ground Area as shown hereon, has been conveyed to the Trustees of this Subdivision by General Warranty deed recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ of the St. Louis County Recorder's Office.

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

Approved Cluster Box Units shall be provided and shall be maintained as required by the United States Postal Service

Permanent and/or semi permanent monuments, as required, will be set as shown, with the exception that the front lot corners may be monumented by notches or crosses cut in the concrete paving on the prolongation of the side lot line within twelve (12) months after the recording of this 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 \_\_\_\_\_, 20\_\_\_\_.

Strategically Acquired Real Estate Investment Fund IV, LP  
a Delaware limited Partnership

By: \_\_\_\_\_

PRINT NAME

PRINT TITLE

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

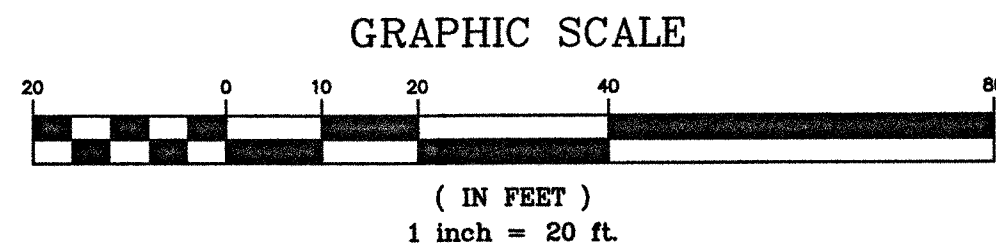
On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared \_\_\_\_\_ of Strategically Acquired Real Estate Investment Fund IV, LP, a Delaware limited Partnership, known to me to be the person who executed this Record Plat in behalf of said limited Partnership and acknowledged to me that he executed the same for the purposes therein stated.

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.

My commission expires: \_\_\_\_\_  
Notary Public

# GRAND RESERVE PLAT TWO

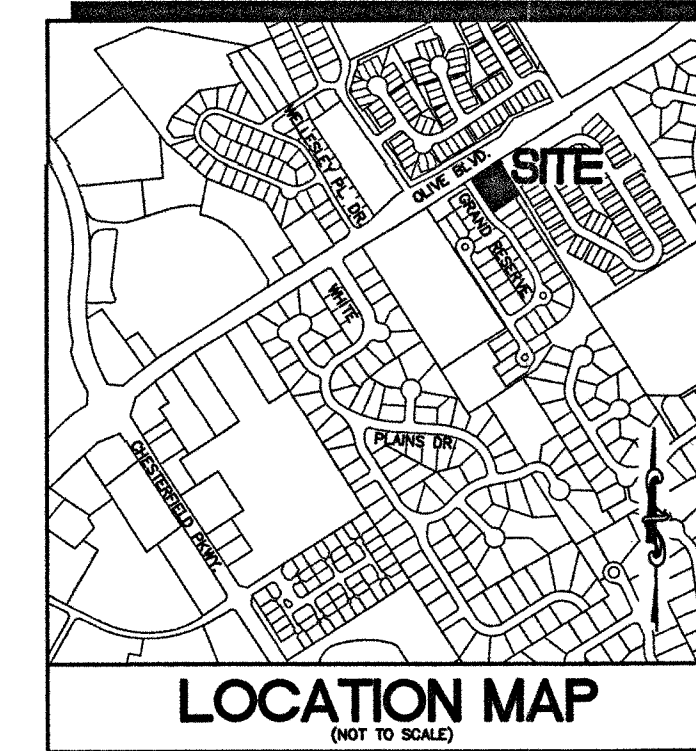
A TRACT OF LAND BEING SHOWN AS FUTURE DEVELOPMENT OF GRAND RESERVE SUBDIVISION AS RECORDED IN PLAT BOOK 366 PAGE 65, AND BEING PART OF LOT A OF CHESTERFIELD PLANTATION AS RECORDED IN PLAT BOOK 317 PAGE 39, LOCATED IN TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI  
THIS PLAT CONTAINS 0.729 A.C.±



TOTAL TRACT DESCRIPTION

A tract of land being part of Lot A of the Chesterfield Plantation, a subdivision filed for record in Plat Book 317, pages 49 and 50 of the St. Louis County records being part of U.S. Surveys 1911 and 415 in Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri and being more particularly describe3d as follows:

BEGINNING at the Northeast corner of Lot A of Chesterfield Plantation, a subdivision filed for record in Plat Book 314, pages 49 and 50 of the St. Louis County records, said point also being on the southeastern right-of-way of Olive Blvd., variable width; thence along said right-of-way line, South 58 degrees 15 minutes 28 seconds West, 139.93 feet to a point being located on a curve to the left; having a radius of 25.00 feet; thence departing said right-of-way line the following courses and distances: along said curve with an arc length of 24.50 feet and a chord which bears South 03 degrees 35 minutes 43 seconds East, 23.53 feet to a point of tangency; South 31 degrees 40 minutes 00 seconds East, 189.95 feet and North 58 degrees 20 minutes 00 seconds East, 151.00 feet to the northeastern line of said Lot A; thence along said northeastern line North 31 degrees 40 minutes 00 seconds West, 210.90 feet to the Point of Beginning and containing 31,763 square feet or 0.729 acres more or less.



ST. LOUIS COUNTY BENCHMARK

BENCHMARK# 12208  
ELEV=650.25 (NGVD29)  
"U" IN THE CENTERLINE OF ENTRANCE WALK TO #15340 OLIVE BLVD., 49' SOUTH OF CENTERLINE OLIVE BLVD. AND 181' EAST OF CENTERLINE WEST DRIVE.

LENDER CERTIFICATION

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

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

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_, known to me to be the person who executed the within instrument in behalf of said \_\_\_\_\_, and acknowledged to me that \_\_\_\_\_ executed same for the purposes therein stated.

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.

Notary Public

My commission expires: \_\_\_\_\_

STATEMENT OF STATE PLANE COORDINATE TIE:

STATION: SL-31  
GRID FACTOR = 0.99990765  
NORTH (Y) = 312825.342  
EAST (X) = 244719.740

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

STATION: SL-31, ADJUSTED IN 2012

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

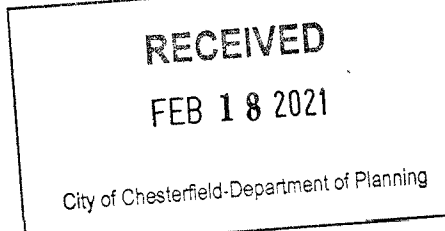
The Missouri Coordinate System of 1983 East Zone coordinate values reported hereon were determined based upon a field traverse during 2017 using Trimble GPS receivers, and that in my professional opinion, as a land surveyor registered in the State of Missouri, the reported State Plane Coordinates meet the current Missouri Minimum Standards for Property Boundary Surveys (20 CSR 2030-16). The basis of bearings shown on this plat were adopted from Plat Book 317, Pages 49 & 50. The grid bearing along the North line on this plat is found to be South 32 degrees 09 minutes 21 seconds East. The measured bearing labeled along the same line is South 31 degrees 40 minutes 00 seconds East 816.52 feet. The grid bearing from SL-31 to the most Northeast corner is North 49 degrees 05 minutes 27 seconds East 1619.169 meters with the scale factor applied.

SURVEYOR'S CERTIFICATION

This is to certify that Stock and Associates Consulting Engineers, Inc. have, during October, 2020, by order of and for the use of Strategically Acquired Real Estate Investment Fund IV, LP, executed a Property Boundary Survey and Record Plat of a tract of land being part of Lot A of the Chesterfield Plantation, a subdivision filed for record in Plat Book 317, pages 49 and 50 of the St. Louis County records and part of U.S. Surveys 1911 and 415 in Township 45 North, Range 4 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, and that the results of said survey and Record 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. Pflieger*  
Walter J. Pflieger Missouri P.L.S. No. 2008-000728



ABBREVIATIONS

DB. - DEED BOOK  
FT. - FEET  
FND. - FOUND  
N/F. - NOW OR FORMERLY  
PB. - PLAT BOOK  
PC. - PAGE  
R.B. - RADIAL BEARING  
SQ. - SQUARE  
(86°W) - RIGHT-OF-WAY WIDTH  
(XX) - RIGHT-OF-WAY WIDTH

LEGEND

● BENCH MARK  
● FOUND IRON ROD  
● FOUND IRON PIPE  
△ RIGHT OF WAY MARKER  
⊕ FOUND CUT CROSS  
■ SET PERMANENT MONUMENT  
● SET IRON ROD

This is to certify that the "Grand Reserve Plat Two" Plat, 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 Record Plat with the office of the St. Louis County Recorder of Deeds.

Bob Nation, Mayor

Vicki McGownd, City Clerk

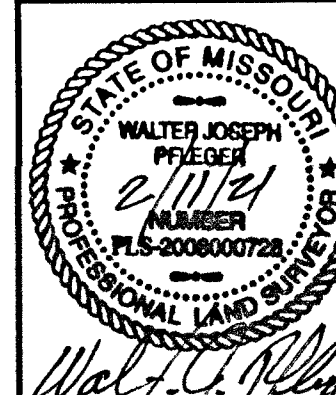
PREPARED FOR:  
HARDESTY COMPANIES  
232 CHESTERFIELD INDUSTRIAL BLVD.  
CHESTERFIELD, MO. 63005  
PH: 636-530-9777

PREPARED BY:

RECORD PLAT

GRAND RESERVE PLAT TWO

CHESTERFIELD, MO.



REVISIONS:

|                            |                           |
|----------------------------|---------------------------|
| DRAWN BY:<br>J.K.          | CHECKED BY:<br>W.J.P.     |
| DATE:<br>10/26/20          | JOB NO:<br>215-5678       |
| M.S.D. P. #<br>P-XXXXXX-XX | BASE MAP #<br>XXX         |
| S.L.C. HMT #<br>XXXX       | HMT S.U.P. #<br>XX-XXX-XX |
| M.D.N.R. #<br>MO-XXXXXXX   |                           |
| SHEET TITLE:               |                           |

RECORD PLAT

SHEET NO:  
SHEET #1

# Memorandum

## Department of Planning

**To:** Michael O. Geisel, City Administrator

**From:** Justin Wyse, Director of Planning

**Date:** May 19, 2021

**RE:** **Boundary Adjustment Plat—2272 & 2241 Clarkson Rd.:** A Boundary Adjustment Plat for a tract of land totaling 1.006 acres zoned “NU” Non-Urban District located west of Clarkson Road and south of Wilson Avenue (20T520103).



### **Summary**

SMS Group, LLC has submitted a request for a Boundary Adjustment Plat for Lots 1 and 2 of the residential property located west of Clarkson Road and south of Wilson Avenue.

2241 Clarkson Road includes a portion of the old location of Wilson Avenue whose Right-of-Way was vacated by the City in 2014.

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

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

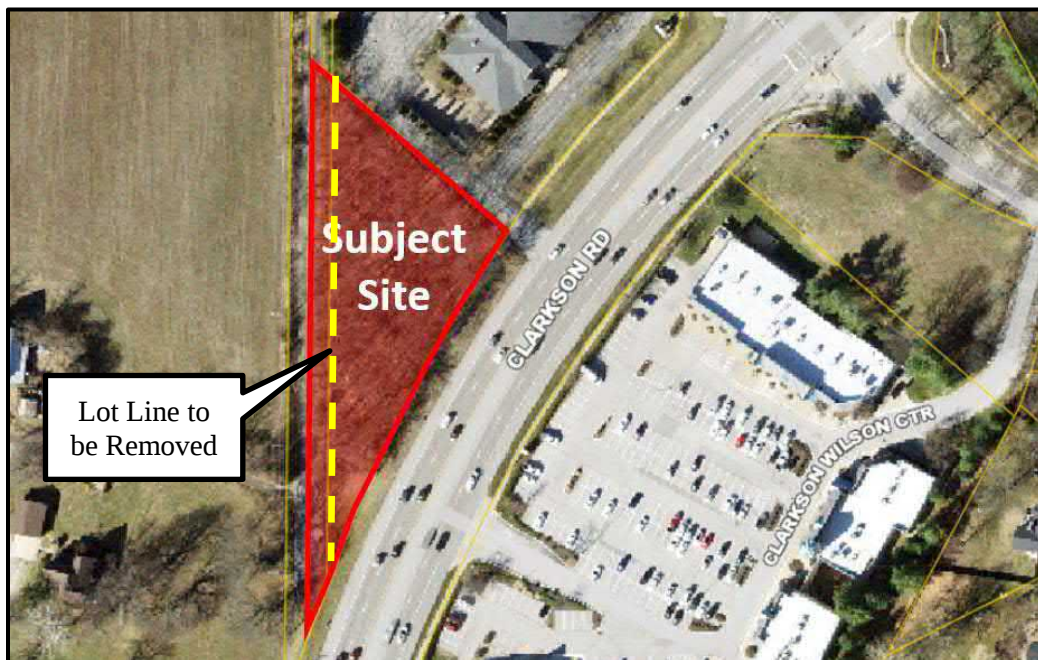


Figure 1: Subject Site Aerial

BILL NO. 3344

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE PROVIDING FOR THE APPROVAL OF A BOUNDARY ADJUSTMENT PLAT FOR 2272 & 2241 CLARKSON ROAD, A TRACT OF LAND TOTALING 1.006 ACRES ZONED "NU" NON-URBAN DISTRICT LOCATED WEST OF CLARKSON ROAD AND SOUTH OF WILSON AVENUE (20T520103)**

**WHEREAS**, SMS Group, LLC. has submitted for review and approval a Boundary Adjustment Plat for the above referenced properties located west of Clarkson Road and south of Wilson Avenue; and,

**WHEREAS**, the purpose of said Boundary Adjustment Plat is to remove a lot line between two lots to consolidate the property into one parcel zoned "NU" Non-Urban District known as Lot A; and,

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

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

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

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

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

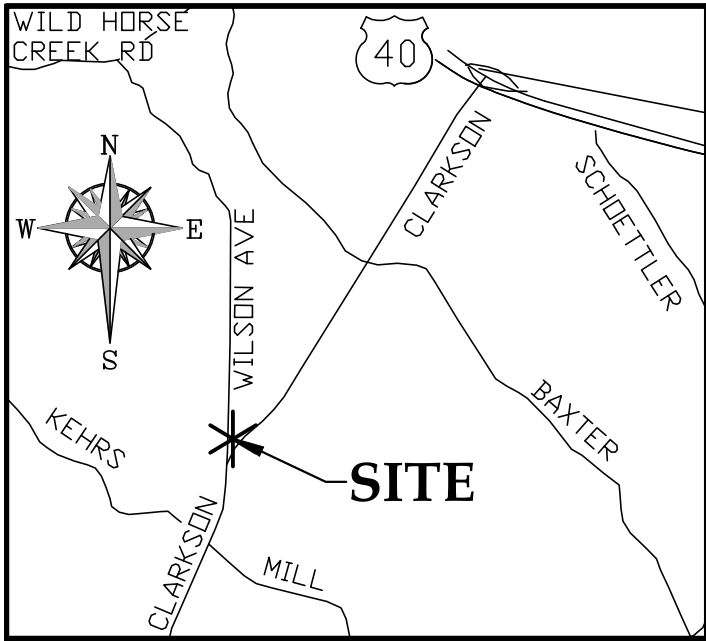
\_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
Bob Nation, MAYOR

ATTEST:

\_\_\_\_\_  
Vickie McGownd, CITY CLERK

FIRST READING HELD: 05/19/2021



LOCATION MAP  
NOT TO SCALE

PROJECT  
LOCATION

GENERAL NOTES:

1) The basis of the bearing system is the right-of-way line of vacated Wilson (40' W.) Avenue per Deed Book 20715, Page 1964. Said bearing is north 00 degrees, 12 minutes, 40 seconds east.

2) This is an urban survey.

3) ( ) denotes record information.

4) Title Commitment provided is per First American Title Insurance Company with a commitment date of December 21, 2020 and a commitment number of 210066. See Schedule "B", Section II for the following survey related items:

item 12) Terms and provisions of Access Easement, according to instrument recorded in Book 21137 Page 1282.

This document contains the ordinance which vacated the portion of Wilson road adjacent to the subject site. Also this document creates easement in the same area for utilities and access for the property owner at #2153 Wilson Road. The utilities with easement rights include Southwestern Bell Telephone, AmerenUE, Charter Communications, and Laclede gas Company.

item 15) easements granted to Union Electric Company, according to instruments recorded in Book 1095 Page 381, Book 3307 Page 93, and Book 6324 Page 2336.

The easement in Book 1095 Page 381 may affect this site on the southern end but appears to have been reserved for transmission lines that were built farther south, and therefore may be considered extinguished for non use.

The easement in Book 3307 Page 93 also appear to be for the electric transmission lines built farther to the south of this tract.

The easement in Book 6324 Page 2336 also appear to be for the electric transmission lines built farther to the south of this tract.

item 16) Easement to St. Louis County Water Company, according to instrument recorded in Book 5808 Page 394.

Does not appear to affect this tract.

Easement for right of way for relocated state highway 340 (Clarkson Road) to state of Missouri, acting by and through the Missouri Highway and Transportation Commission, according to instrument recorded in Book 8625 Page 577.

This easement is shown as the right of way for this tract for Clarkson Road.

5) The underground utilities shown herein were plotted from available information and do not necessarily reflect the actual existence, nonexistence, size, type, number, or location of these or other utilities. The general contractor shall be responsible for verifying the actual location of all underground utilities, shown or not shown, and said utilities shall be located in the field prior to any grading, excavation, or construction of improvements. These provisions shall in no way absolve any party from complying with the Underground Facility Safety and Damage Prevention Act, Chapter 319, RSMO.

PARCEL 1 DESCRIPTION:

A tract of land in the North ½ of Section 21, Township 45 North, Range 4 east, and being more particularly described as follows:

Commencing at a point in the west right-of-way line of Clarkson Road on an offset of 72 feet perpendicular to the centerline of Clarkson Road (Hwy. 340) at Station 132+00; thence south 24 degrees, 59 minutes, 08 seconds west a distance of 209.28 feet to a point, said point being on a 62-foot offset from the centerline of Clarkson Road at station 130+00; thence continuing in a southwesterly direction along the west right-of-way line of Clarkson Road on a curve to the left with a radius of 1517.69 feet and an arc length of 56.20 feet to the true point of beginning of the following described tract of land; thence continuing along the curve to the left with a radius of 1517.69 feet and an arc length of 57.46 feet to the centerline of Wilson (40'W) Road now vacated; thence along the centerline of the aforementioned Wilson Road north 00 degrees, 12 minutes, 40 seconds east a distance of 520.24 feet to a point; thence south 89 degrees, 47 minutes, 20 seconds east a distance of 20.00 feet to a point on the east right of way of the now vacated Wilson Road right of way. Thence along the former Wilson Road right of way south 00 degrees, 12 minutes, 40 seconds west a distance of 466.38 feet to the point of beginning and containing 9,856 square feet or 0.226 acres more or less and subject to deeds, easements, and restrictions of record.

The undersigned owners of the tract of land herein platted and further described in the foregoing surveyor's certificate have caused the same to be surveyed and subdivided in the manner shown on this plat, which subdivision shall hereafter be known as "OLD WILSON WEDGE".

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

SMS\_GROUP, LLC

Sean Sorter, Managing Member

STATE OF MISSOURI }  
COUNTY OF ST. LOUIS }

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say he is a Managing Member of SMS GROUP, LLC and that said instrument was signed in behalf of said Limited Liability Company, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said Limited Liability Company.

IN WITNESS WHEREOF, I have signed and sealed the foregoing the day and year first above written.

My Commission Expires: \_\_\_\_\_

Notary Public

Print Name

PARCEL 2 DESCRIPTION:

A tract of land in the North ½ of Section 21, Township 45 North, Range 4 east, and being more particularly described as follows:

Beginning at a point in the west right-of-way line of Clarkson Road on an offset of 72 feet perpendicular to the centerline of Clarkson Road (Hwy. 340) at Station 132+00; thence south 24 degrees, 59 minutes, 08 seconds west a distance of 209.28 feet to a point, said point being on a 62-foot offset from the centerline of Clarkson Road at station 130+00; thence continuing in a southwesterly direction along the west right-of-way line of Clarkson Road on a curve to the left with a radius of 1517.69 feet and an arc length of 56.20 feet to a point on the east right-of-way line of Wilson (40'W) Road, now vacated; thence along the east line of the aforementioned Wilson Road north 00 degrees, 12 minutes, 40 seconds east a distance of 466.38 feet to a point; thence leaving the east right-of-way of the former Wilson Road right-of-way and continuing along the south line of property conveyed to Buchholz Mortuaries, Inc. Amo Corp by Deed Book 9743, Page 810 of the St. Louis County records south 44 degrees, 29 minutes, 13 seconds east a distance of 218.87 feet to a point on the west right-of-way line of Clarkson Road, said point is on a 72-foot perpendicular offset from the centerline of Clarkson Road; thence continuing along the west line of Clarkson Road on a curve to the left with a radius of 1527.69 feet and an arc length of 82.13 feet also on a chord bearing at south 33 degrees, 12 minutes, 40 seconds west a chord distance of 82.12 feet to the point of beginning and containing 33,977 square feet or 0.780 acres more or less and subject to deeds, easements, and restrictions of record.

EASEMENT PER 1095/381 MAY AFFECT THIS AREA BUT WAS WRITTEN FOR ELECTRIC TRANSMISSION LINES WITH "H" FRAME CONSTRUCTION. ELECTRIC TRANSMISSION LINES ARE BUILT FARTHER SOUTH FROM THIS TRACT. THIS EASEMENT MAY BE EXTINGUISHED FOR NON USE IF THE LOCATION FARTHER SOUTH WAS USED AS AN ALTERNATE LOCATION IN 1930.

BOUNDARY ADJUSTMENT PLAT FOR  
2272 AND 2241 CLARKSON ROAD

A TRACT OF LAND BEING IN THE NORTH HALF OF  
SECTION 21, TOWNSHIP 45 NORTH, RANGE 4 EAST  
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

OVERALL DESCRIPTION LOT "A":

A tract of land in the North ½ of Section 21, Township 45 North, Range 4 east, and being more particularly described as follows:

Beginning at a point in the west right-of-way line of Clarkson Road on an offset of 72 feet perpendicular to the centerline of Clarkson Road (Hwy. 340) at Station 132+00; thence south 24 degrees, 59 minutes, 08 seconds west a distance of 209.28 feet to a point, said point being on a 62-foot offset from the centerline of Clarkson Road at station 130+00; thence continuing in a southwesterly direction along the west right-of-way line of Clarkson Road on a curve to the left with a radius of 1517.69 feet and an arc length of 113.63 feet, also on a chord bearing of south 21 degrees, 38 minutes, 34 seconds west a chord distance of 113.63 feet to a point on the centerline of Wilson (40'W) Road, now vacated; thence along the centerline of the aforementioned Wilson Road north 00 degrees, 12 minutes, 40 seconds east a distance of 520.24 feet to a point; thence south 89 degrees, 47 minutes, 20 seconds east a distance of 20.00 feet to a point on the east right of way of the now vacated Wilson Road right of way. Thence leaving the east right-of-way of the former Wilson Road right-of-way and continuing along the south line of property conveyed to Buchholz Mortuaries, Inc. Amo Corp by Deed Book 9743, Page 810 of the St. Louis County records south 44 degrees, 29 minutes, 13 seconds east a distance of 218.87 feet to a point on the west right-of-way line of Clarkson Road, said point is on a 72-foot perpendicular offset from the centerline of Clarkson Road; thence continuing along the west line of Clarkson Road on a curve to the left with a radius of 1527.69 feet and an arc length of 82.13 feet, also on a chord bearing at south 33 degrees, 12 minutes, 40 seconds west a chord distance of 82.12 feet to the point of beginning and containing 43,833 square feet or 1.006 acres more or less and subject to deeds, easements, and restrictions of record.

PROPERTY N/E OF  
CLARKSON VALLEY PROPERTY COMPANY, LLP  
22771/112

ROAD IS VACATED FOR PUBLIC SURFACE RIGHTS. HOWEVER, THE UTILITY COMPANY OF AMMO LACLEDE HAS EASEMENT RIGHTS IN ADDITION TO ACCESS EASEMENT FOR #2153 WILSON ROAD TO AND FROM WILSON ROAD.

FORMERLY WILSON (40'WIDE) AVENUE (NOW VACATED PER CITY OF CHESTERFIELD ORDINANCE #2799 ON JUNE 16, 2014)

PARCEL "1"  
9856 SQ. FT. OR 0.226 ACRES

LOT "A"  
43833 Sq. FT.  
or 1.006 Acres

PROP. N/E OF  
SMS GROUP, LLC  
24642/1037  
43,833 SQ. FT.  
1.006 ACRES

PARCEL "2"  
33977 SQ. FT. OR 0.780 ACRES

EXHIBIT 1

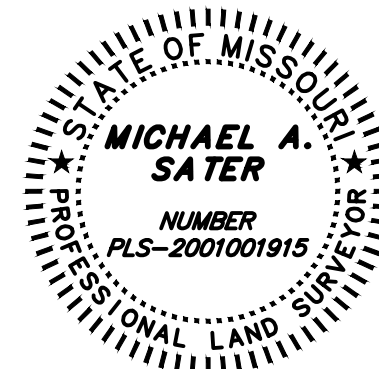
RECEIVED  
City of Chesterfield  
05/03/2021  
Department of Public Services

PROPERTY LINE ESTABLISHED BY A COMBINATION OF THE ADJOINER DEED, SITE IMPROVEMENT PLANS THAT ARE ASSUMED TO BE BASED ON A SURVEY, STATE HIGHWAY PLANS FOR ROUTE 340 AND OLD R/W MARKERS THAT WERE FOUND BROKEN UNDER GROUND.

PROPERTY N/F OF  
BUCHHOLZ MORTUARIES, INC. AMO CORP.  
9743/810

SURVEYOR'S STATEMENT

This is to certify that we have, by the order of Sean Sorter, during April, 2021, executed a Boundary Survey and Boundary Adjustment plat of a tract of land being in the north half of Section 21, Township 45 North, Range 4 East, St. Louis County, Missouri, in accordance with the current minimum standards for property boundary surveys of the Missouri Department of Agriculture, Land Survey office, and that result of said survey is shown on this plat. We certify that the above plat was made from an actual survey according to the records available and recorded.



05/03/21  
Michael A. Sater  
Missouri P.L.S. #2001001915

This is to certify that this Boundary Adjustment Plat was approved by the City Council for the City of Chesterfield by Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and thereby authorizes the recording of this Boundary Adjustment Plat with the office of the St. Louis County Recorder of Deeds

Bob Nation, Mayor

Vickie McGownd, City Clerk

LEGEND

- ⊕ FOUND OR SET CROSS/ANCHOR
- ⊙ FOUND IRON PIPE/ROD
- ⊗ FOUND SPIKE
- ⊙ SET IRON ROD W/ CAP

THIS PLAT OF SURVEY CONTAINS 43,833 SQ. FT. OR 1.006 ACRES