



**AGENDA REVIEW MEETING  
CHESTERFIELD CITY COUNCIL  
Monday, May 4, 2015  
6:00PM**

1. **Re-Appointments** – Mayor Bob Nation
  - A. **Resolution No. 412** – Re-Appointment of Assistant Prosecuting Attorney
  
2. **Planning and Public Works Committee** – Chairperson Connie Fults, Ward IV
  - A. **T.S.P. 46-2015, Sprint (7 Chesterfield Mall) (VOICE VOTE)**
  - B. **Resolution No. 413** – Approves **St. Louis Regional All-Hazard Mitigation Plan**
  - C. **Bill No. 3031** – Authorizes Execution of Agreement and Funding re: **New Pedestrian Bridge over I-64 (FIRST READING)**
  - D. Recommendation to **Approve Funding for Replacement of HVAC Equipment** at City Hall (**General Fund – Fund Reserves**) (**VOICE VOTE**)
  - E. **Bill No. 3032** – Approves Acceptance of Portions of **Oak Stand Path and Willow Weald Path** as Public Streets (Reserve at Chesterfield Village) (**FIRST READING**)
  - F. **Bill No. 3033** – Approves Acceptance of **Todd Evan Trail** as a Public Street (Wilson Creek Subdivision) (**FIRST READING**)
  - G. **Bill No. 3021** – P.Z. 11-2014 – **THF Chesterfield Development LLC (The Commons) (FIRST READING) (GREEN SHEET AMENDMENT)**
  - H. **Bill No. 3025** – P.Z. 01-2015 – **Barat Academy Foundation (17831, 17815 and 17803 Wild Horse Creek Road) (SECOND READING)**
  - I. **Bill No. 3026** – Authorizes/Approves Participation in **Green Community Program (SECOND READING)**
  - J. **Bill No. 3034** – Approves **Record Plat and Escrow Agreements** – Arbors at Kehrs Mill, Plat 1 (**FIRST AND SECOND READINGS**)

**K. Bill No. 3035 – Approves Record Plat and Escrow Agreements – Arbors at Kehrs Mill, Plat 2 (FIRST AND SECOND READINGS)**

**L. Next meeting** – Thursday, 5/7/2015 (5:30pm)

**3. Report from the City Administrator** – Michael G. Herring

**A. Proposed Budget Amendments**

**B. Liquor License Request** – Koreana, 13456 Olive Blvd.

**C.**

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

**A. Motion to Amend Ordinance No. 12** - regarding Committee Assignments, Chairperson Selection and Selection of President Pro Tem – Councilmember Elliot Grissom”

**5. Adjourn** –

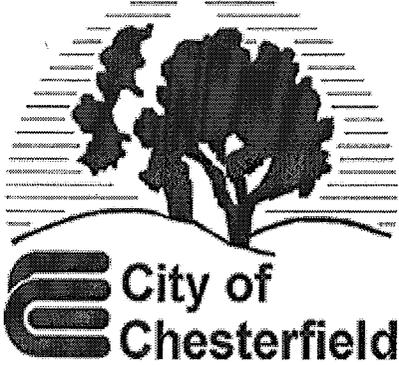
**6. Executive Session** - (CLOSED MEETING) RSMo 610.021(1) and (2)

**A. Personnel Matters**

**B. Property Acquisition**

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

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**AGENDA**  
**CHESTERFIELD CITY COUNCIL MEETING**  
**Chesterfield City Hall**  
**690 Chesterfield Parkway West**  
**Monday, May 4, 2015**  
**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 Hass
  
- V. APPROVAL OF MINUTES** – April 22, 2015
  
- VI. INTRODUCTORY REMARKS** – Mayor Bob Nation
  - A. Monday, May 18** – Next City Council meeting (7pm)
  
- VII. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation
  - A. Proclamation** – St. Louis Post Dispatch Spelling Bee Winner
  
- VIII. APPOINTMENTS** – Mayor Bob Nation
  - A. Resolution No. 412** – Re-Appointment of Assistant Prosecuting Attorney

## **IX. COUNCIL COMMITTEE REPORTS**

### **A. Planning and Public Works Committee – Chairperson Connie Fults, Ward IV**

1. **T.S.P. 46-2015**, Sprint (7 Chesterfield Mall) (**VOICE VOTE**)
2. **Resolution No. 413** – Approves **St. Louis Regional All-Hazard Mitigation Plan**
3. **Bill No. 3031** – Authorizes Execution of Agreement and Funding re: **New Pedestrian Bridge over I-64** (**FIRST READING**)
4. Recommendation to **Approve Funding for Replacement of HVAC Equipment** at City Hall (**General Fund – Fund Reserves**) (**VOICE VOTE**)
5. **Bill No. 3032** – Approves Acceptance of Portions of **Oak Stand Path and Willow Weald Path** as Public Streets (Reserve at Chesterfield Village) (**FIRST READING**)
6. **Bill No. 3033** – Approves Acceptance of **Todd Evan Trail** as a Public Street Wilson Creek Subdivision (**FIRST READING**)
7. **Bill No. 3021** – P.Z. 11-2014 – **THF Chesterfield Development LLC** (The Commons) (**FIRST READING**) (**GREEN SHEET AMENDMENT**)
8. **Bill No. 3025** – P.Z. 01-2015 – **Barat Academy** Foundation (17831, 17815 and 17803 Wild Horse Creek Road) (**SECOND READING**)
9. **Bill No. 3026** – Authorizes/Approves Participation in **Green Community Program** (**SECOND READING**)
10. **Bill No. 3034** – Approves **Record Plat and Escrow Agreements** – Arbors at Kehrs Mill, Plat 1 (**FIRST AND SECOND READINGS**)
11. **Bill No. 3035** – Approves **Record Plat and Escrow Agreements** – Arbors at Kehrs Mill, Plat 2 (**FIRST AND SECOND READINGS**)
12. **Next meeting** – Thursday, 5/7/2015 (5:30pm)

## **X. REPORT FROM THE CITY ADMINISTRATOR – Michael G. Herring**

### **A. Proposed Budget Amendments**

### **B. Liquor License Request – Koreana, 13456 Olive Blvd.**

## **XI. OLD BUSINESS – Mayor Bob Nation**

## **XII. NEW BUSINESS – Mayor Bob Nation**

### **A. Motion to Amend Ordinance No. 12 - Regarding Committee Assignments, Chairperson Selection and Selection of President Pro Tem – Councilmember Elliot Grissom**

### **XIII. LEGISLATION**

- A. BILL NO. 3026 - ESTABLISHES A GREEN COMMUNITY PROGRAM; DESCRIBING THE PROJECTS AND PROGRAMS AUTHORIZED TO BE FUNDED BY THE PROGRAM; AND PROVIDING OTHER MATTERS RELATING THERETO. (SECOND READING; PLANNING AND PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**
- B. BILL NO. 3031 - AUTHORIZES THE CITY ADMINISTRATOR TO EXECUTE A TRANSPORTATION ALTERNATIVES FUNDS PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION OF A NEW PEDESTRIAN BRIDGE OVER INTERSTATE 64 ADJACENT TO CHESTERFIELD PARKWAY EAST. (FIRST READING; PLANNING/PUBLIC WORKS RECOMMENDS APPROVAL)**
- C. BILL NO. 3032 - PERTAINS TO THE ACCEPTANCE OF PORTIONS OF OAK STAND PATH AND WILLOW WEALD PATH AS PUBLIC STREETS IN THE CITY OF CHESTERFIELD (FIRST READING; PLANNING/PUBLIC WORKS RECOMMENDS APPROVAL)**
- D. BILL NO. 3033 - PERTAINS TO THE ACCEPTANCE OF TODD EVAN TRAIL AS A PUBLIC STREET IN THE CITY OF CHESTERFIELD (FIRST READING; PLANNING/PUBLIC WORKS RECOMMENDS APPROVAL)**

### **XIV. LEGISLATION – PLANNING COMMISSION**

- A. BILL NO. 3021 - REPEALS CITY OF CHESTERFIELD ORDINANCE NUMBER 2081 TO MODIFY DEVELOPMENT CRITERIA AND USE RESTRICTIONS FOR A 160.195 ACRE TRACT OF LAND ZONED “C-8” PLANNED COMMERCIAL DISTRICT LOCATED BETWEEN US HIGHWAY 40/INTERSTATE 64 AND EDISON AVENUE AND EAST OF RHL DRIVE (P.Z. 11-2014 THF CHESTERFIELD DEVELOPMENT LLC [THE COMMONS] - 17T140253, 17U340067, 17U330112, 17T130166, 17T110212, 17T140143, 17U320102, 17U340089, 17U340100, 17U340111, 17U340144, 17T140341, 17T130144, 17U340155, 17U330091, 17T130089, 17T140165, 17T130155, 17U340090, 17T130133, 17U330123, 17U330101, 17T140132, 17T130210, 17T140187, 17U340078, 17T130188, 17T140088, 17T140330, 17U330255, 17U330321, 17T120741, 17U330288, 17T140101) (FIRST READING; PLANNING COMMISSION RECOMMENDS APPROVAL; PLANNING/PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL, BUT ONLY IF AMENDED AS DETAILED WITHIN THE ATTACHED GREEN SHEET AMENDMENT)**

- B. BILL NO. 3025 - AMENDS THE ZONING ORDINANCE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF A “LLR” LARGE LOT RESIDENTIAL DISTRICT AND AN “NU” NON-URBAN DISTRICT TO A NEW “LLR” LARGE LOT RESIDENTIAL DISTRICT FOR A 35.097 ACRE TRACT OF LAND LOCATED ON THE NORTH SIDE OF WILD HORSE CREEK ROAD WEST OF ITS INTERSECTION OF GREYSTONE MANOR PARKWAY AND EAST OF ITS INTERSECTION WITH TARA OAKS DRIVE (P.Z. 01-2015 BARAT ACADEMY FOUNDATION [17831, 17815, 17803 WILD HORSE CREEK ROAD] – 18V130099, 18V140098, 18V140065) (SECOND READING; PLANNING COMMISSION RECOMMENDS APPROVAL)**
- C. BILL NO. 3034 - PROVIDES FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE ARBORS AT KEHRS MILL PLAT 1, A 27.055 ACRE TRACT OF LAND ZONED “PUD” PLANNED UNIT DEVELOPMENT DISTRICT LOCATED NORTH OF THE INTERSECTION OF STRECKER ROAD AND CHURCH ROAD. (FIRST AND SECOND READINGS; PLANNING COMMISSION RECOMMENDS APPROVAL)**
- D. BILL NO. 3035 - PROVIDES FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE ARBORS AT KEHRS MILL PLAT 2, A 31.093 ACRE TRACT OF LAND ZONED “PUD” PLANNED UNIT DEVELOPMENT DISTRICT LOCATED NORTH OF THE INTERSECTION OF STRECKER ROAD AND CHURCH ROAD. (FIRST AND SECOND READINGS; PLANNING COMMISSION RECOMMENDS APPROVAL)**

## **XV. ADJOURNMENT**

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

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**AGENDA REVIEW – Monday, May 4 – 6:00PM**

Please note that an AGENDA REVIEW meeting has been scheduled for **6:00pm**, on Monday, May 4, 2015. The enclosed AGENDA contains a list of those items to be discussed, by City Council, at this meeting.

As always, if you have any questions regarding any of the items contained within said AGENDA, please let me know. Additionally, if there is anything that you would like ADDED to said AGENDA, please contact either Mayor Nation, or me, prior to Monday's meeting.

**UPCOMING MEETINGS/EVENTS**

<b>Thursday, May 7</b>	Planning & Public Works Committee (5:30pm)
<b>Monday, May 11</b>	Planning Commission (7pm)
<b>Monday, May 18</b>	Next City Council Meeting



## RECORD OF PROCEEDING

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

**APRIL 22, 2015**

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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 Barry Flachsbart  
Councilmember Nancy Greenwood  
Councilmember Derek Grier  
Councilmember G. Elliot Grissom  
Councilmember Mike Casey  
Councilmember Dan Hurt  
Councilmember Bruce DeGroot  
Councilmember Connie Fults

APPROVAL OF MINUTES

The minutes of the March 16, 2015 City Council meeting were submitted for approval. Councilmember Grier made a motion, seconded by Councilmember Grissom, to approve the City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

## **INTRODUCTORY REMARKS**

Mayor Nation announced that the next meeting of City Council has been scheduled for Monday, May 4, at 7 p.m.

## **SWEARING-IN CEREMONY**

Mayor Nation recognized the Honorable Richard K. Brunk, Jr., Municipal Judge. Judge Brunk then conducted the Swearing-In Ceremony for: Councilmember Nancy Greenwood-Ward I; Councilmember-Elect Bridget Nations-Ward II; Councilmember Dan Hurt-Ward III; and Councilmember Bruce DeGroot-Ward IV.

## **ROLL CALL**

A roll call was then re-taken, with the following results:

### **PRESENT**

Mayor Bob Nation  
Councilmember Barry Flachsbart  
Councilmember Nancy Greenwood  
Councilmember Bridget Nations  
Councilmember G. Elliot Grissom  
Councilmember Mike Casey  
Councilmember Dan Hurt  
Councilmember Bruce DeGroot  
Councilmember Connie Fults

### **ABSENT**

## **PRESENTATION**

Mayor Bob Nation presented former-Councilmember Derek Grier with a plaque commemorating his service as Councilmember from Ward II, from April 20, 2011 – April 22, 2015.

Mayor Nation next presented Rob Heggie with a plaque commemorating his service as City Attorney, from November, 2005 – April, 2015.

## **TEMPORARY ADJOURNMENT – RECEPTION**

Mayor Nation temporarily adjourned the meeting at 7:29 p.m., for those in attendance to attend a reception for the newly-elected and re-elected officials.

The meeting was reconvened at 7:58 p.m.

## **COMMUNICATIONS AND PETITIONS**

Mr. Dean Wolfe, Wolfe Properties LLC, 7711 Bonhomme Avenue, Clayton, stated he was available to answer questions related to Bill No. 3029 (Approves Boundary Adjustment Plat – 18061 and 18053 Wild Horse Creek Road).

Mr. Mike Doster, DosterUllom, LLC, 16090 Swingley Ridge, stated he was available to answer questions related to Bill No. 3024 (P.Z. 17-2014, Steve W. Wallace [H.V. Real Estate Corp.]).

## **APPOINTMENTS**

Mayor Nation stated his intention to nominate Harry O'Rourke to serve as Interim City Attorney, filling the unexpired term of Rob Heggie. Mr. Heggie has been appointed by Governor Jay Nixon to serve as an Associate Circuit Court Judge for St. Louis County. Councilmember Flachsbart made a motion, seconded by Councilmember Grissom, to adopt Resolution No. 411, which would appoint Mr. O'Rourke as Interim City Attorney.

Councilmember DeGroot made a motion to table this Resolution, citing a need to review Mr. O'Rourke's qualifications. There was no second to the motion and Mayor Nation declared the motion failed.

After much discussion and debate, a roll call vote was taken for the passage and approval of Resolution No. 411 with the following results: Ayes – Casey, Hurt, Flachsbart, Fults, Greenwood, Nations and Grissom. Nays – DeGroot. Whereupon Mayor Nation declared Resolution No. 411 passed.

Following passage of Resolution No. 411, Councilmember Flachsbart made a motion, seconded by Councilmember Greenwood, to schedule an Executive Session prior to the May 4 City Council meeting, to discuss the appointment of Mr. O'Rourke, the current compensation for the City Attorney and any other related issues. A roll call vote was taken with the following results: Ayes – Greenwood, DeGroot, Grissom, Fults, Flachsbart, Nations, Casey and Hurt. Nays – None. Mayor Nation declared the motion passed.

## **COUNCIL COMMITTEE REPORTS**

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

Councilmember Dan Hurt, Chairperson of the Planning/Public Works Committee, made a motion, seconded by Councilmember Casey, to hold Bill No. 3021 (P.Z. 11-2014 – THF Chesterfield Development LLC [The Commons]), at the request of the petitioner, until the May 4 City Council meeting. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Hurt reported that Bill No. 3024 (P.Z. 17-2014, Steve W. Wallace [H.V. Real Estate Corp.]) will be considered for adoption under the “Legislation – Planning Commission” portion of the agenda.

Councilmember Hurt reported that Bill No. 3025 (P.Z. 01-2015 – Barat Academy Foundation [17831, 17815 and 17803 Wild Horse Creek Road]) will be read for the first time under the “Legislation – Planning Commission” portion of the agenda.

Councilmember Hurt reported that Bill No. 3026 (Authorizes/Approves Participation in Green Community Program) will be read for the first time under the “Legislation” portion of the agenda.

Councilmember Hurt reported that Bill No. 3027 (Approves Boundary Adjustment Plat – Chesterfield Blue Valley, Lots 1G and 1H) is scheduled for both first and second reading approval, under the “Legislation – Planning Commission” portion of the agenda.

Councilmember Hurt reported that Bill No. 3028 (Approves Vacation of Easements – Silver Maple Farms [Petropolis]) is scheduled for both first and second reading approval, under the “Legislation – Planning Commission” portion of the agenda.

Councilmember Hurt reported that Bill No. 3029 (Approves Boundary Adjustment Plat – 18061 and 18053 Wild Horse Creek Road) is scheduled for both first and second reading approval, under the “Legislation – Planning Commission” portion of the agenda.

Councilmember Hurt reported that Bill No. 3030 (Approves Boundary Adjustment Plat – 17751 and 17719 Wild Horse Creek Road) is scheduled for both first and second reading approval, under the “Legislation – Planning Commission” portion of the agenda.

Councilmember Hurt announced that the next meeting of this Committee has been scheduled for Thursday, April 23, at 5:30 p.m.

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

City Administrator Mike Herring reported that Staff is recommending award of a contract for Construction Testing/Inspection Services for the 2015 capital construction season. Based upon review of information provided by Public Works Director/City Engineer Jim Eckrich, Mr. Herring joined with him in recommending award of a contract to Geotechnology, Incorporated in an amount not to exceed \$105,000. Mr. Herring noted that adequate funds exist within the FY2015 Budget to cover this entire expense. Councilmember Flachsbart made a motion, seconded by Councilmember Greenwood, to approve this recommendation. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

### **OLD BUSINESS**

There was no old business.

## **NEW BUSINESS**

Mayor Nation announced his intention to exercise his authority as Mayor to assign Councilmembers to the four committees of Council, as well as designate a chair for each committee. He cited Ordinance No. 12, which was approved by City Council on June 1, 1988, as giving him authority to make these decisions unilaterally. He then announced the following City Council Committee assignments:

### **FINANCE AND ADMINISTRATION COMMITTEE**

Councilmember Barry Flachsbart, Ward I - **CHAIRPERSON**  
Councilmember Elliot Grissom, Ward II  
Councilmember Dan Hurt, Ward III  
Councilmember Bruce DeGroot, Ward IV

### **PARKS AND RECREATION COMMITTEE**

Councilmember Mike Casey, Ward III - **CHAIRPERSON**  
Councilmember Barry Flachsbart, Ward I  
Councilmember Bridget Nations, Ward II  
Councilmember Bruce DeGroot, Ward IV

### **PLANNING AND PUBLIC WORKS COMMITTEE**

Councilmember Connie Fults, Ward IV - **CHAIRPERSON**  
Councilmember Nancy Greenwood, Ward I  
Councilmember Bridget Nations, Ward II  
Councilmember Dan Hurt, Ward III

### **PUBLIC HEALTH AND SAFETY COMMITTEE**

Councilmember Elliot Grissom, Ward II - **CHAIRPERSON**  
Councilmember Nancy Greenwood, Ward I  
Councilmember Mike Casey, Ward III  
Councilmember Connie Fults, Ward IV

Councilmember Grissom made a motion to direct the City Attorney to prepare an ordinance, for consideration at the May 4 City Council meeting, which would amend Ordinance No. 12 to re-establish the informal policy which had been followed by City Council for twenty-five years regarding the process by which committee assignments and Chairpersons are determined, as coordinated by the President Pro Tem of City Council.

Mayor Nation declared the motion to be out-of-order. Councilmember Fults made a motion, seconded by Councilmember Grissom, to overturn the Mayor's determination that Councilmember Grissom's original motion was out-of-order. A roll call vote was taken with the following results: Ayes – Grissom, Fults, Nations and DeGroot. Nays – Casey, Flachsbart, Greenwood and Hurt. Mayor Nation voted "No" to break the tie, and declared the motion failed.

Councilmember Grissom then made a motion, seconded by Councilmember Hurt, to add an item under “New Business” for the May 4 City Council agenda. Councilmember Grissom will make a motion, at the May 4 City Council meeting, to direct the City Attorney to draft language to amend Ordinance No. 12 and bring it back to Council for consideration. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Mayor Nation opened the floor for nominations of individuals to serve as President Pro Tem. Councilmember Grissom nominated Councilmember Fults. Councilmember Flachsbart nominated Councilmember Casey. Councilmember Grissom made a motion, seconded by Councilmember Nations, to close nominations for President Pro Tem. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Ballots were distributed and each Councilmember voted. After the ballots were counted by City Attorney O’Rourke and witnessed by City Clerk Vickie Hass, Mr. O’Rourke announced that Councilmember Fults has been selected to serve as President Pro Tem by a vote of 5-3.

### **LEGISLATION**

**BILL NO. 3026 ESTABLISHES A GREEN COMMUNITY PROGRAM; DESCRIBING THE PROJECTS AND PROGRAMS AUTHORIZED TO BE FUNDED BY THE PROGRAM; AND PROVIDING OTHER MATTERS RELATING THERETO. (FIRST READING; PLANNING AND PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**

Councilmember Hurt made a motion, seconded by Councilmember DeGroot, for the first reading of Bill No. 3026. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3026 was read for the first time.

### **LEGISLATION – PLANNING COMMISSION**

**BILL NO. 3024 REPEALS CITY OF CHESTERFIELD ORDINANCE NUMBER 1328 TO MODIFY DEVELOPMENT CONDITIONS AND ADD LAND USES FOR A 2.93 ACRE TRACT OF LAND, MORE OR LESS, ZONED C8, PLANNED COMMERCIAL LOCATED SOUTHEAST OF THE INTERSECTION OF CHESTERFIELD AIRPORT ROAD AND LONG ROAD {P.Z. 17-2014 STEVE W WALLACE (H.V. REAL ESTATE CORP.) 17U140441, 17U140450, 17U140461 & 17U140472} (SECOND READING; PLANNING COMMISSION RECOMMENDS APPROVAL)**

Councilmember Hurt made a motion, seconded by Councilmember Casey, for the second reading of Bill No. 3024. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3024 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3024 with the following

results: Ayes – Casey, Hurt, Grissom, Greenwood, DeGroot, Fults and Nations. Nays – Flachsbart. Whereupon Mayor Nation declared Bill No. 3024 approved, passed it and it became **ORDINANCE NO. 2841**.

**BILL NO. 3025** AMENDS THE ZONING ORDINANCE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF A “LLR” LARGE LOT RESIDENTIAL DISTRICT AND AN “NU” NON-URBAN DISTRICT TO A NEW “LLR” LARGE LOT RESIDENTIAL DISTRICT FOR A 35.097 ACRE TRACT OF LAND LOCATED ON THE NORTH SIDE OF WILD HORSE CREEK ROAD WEST OF ITS INTERSECTION OF GREYSTONE MANOR PARKWAY AND EAST OF ITS INTERSECTION WITH TARA OAKS DRIVE (P.Z. 01-2015 BARAT ACADEMY FOUNDATION [17831, 17815, 17803 WILD HORSE CREEK ROAD] – 18V130099, 18V140098, 18V140065) **(FIRST READING; PLANNING COMMISSION RECOMMENDS APPROVAL)**

Councilmember Hurt made a motion, seconded by Councilmember Flachsbart, for the first reading of Bill No. 3025. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3025 was read for the first time.

**BILL NO. 3027** PROVIDES FOR THE APPROVAL OF A BOUNDARY ADJUSTMENT PLAT FOR LOTS 1G AND 1H OF CHESTERFIELD BLUE VALLEY FOR A 10.333 ACRE TRACT OF LAND ZONED “PC” PLANNED COMMERCIAL DISTRICT LOCATED AT 18481 AND 18497 OUTLET BOULEVARD (17W540133 AND 17W540122) **(FIRST AND SECOND READINGS; DEPT. OF PUBLIC SERVICES RECOMMENDS APPROVAL)**

Councilmember Hurt made a motion, seconded by Councilmember Flachsbart, for the first reading of Bill No. 3027. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3027 was read for the first time.

Councilmember Hurt made a motion, seconded by Councilmember Grissom, for the second reading of Bill No. 3027. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3027 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3027 with the following results: Ayes – Greenwood, DeGroot, Fults, Hurt, Grissom, Casey, Flachsbart and Nations. Nays – None. Whereupon Mayor Nation declared Bill No. 3027 approved, passed it and it became **ORDINANCE NO. 2842**.

**BILL NO. 3028** VACATES INGRESS/EGRESS AND STORM WATER CONTROL EASEMENTS ON LOT 1 OF SILVER MAPLE FARMS SUBDIVISION AS RECORDED IN BOOK 7985, PAGE

424 AND BOOK 8197, PAGE 2219 OF THE ST. LOUIS COUNTY RECORDS, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI (FIRST AND SECOND READINGS; DEPT. OF PUBLIC SERVICES RECOMMENDS APPROVAL)

Councilmember Hurt made a motion, seconded by Councilmember Flachsbart, for the first reading of Bill No. 3028. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3028 was read for the first time.

Councilmember Hurt made a motion, seconded by Councilmember Greenwood, for the second reading of Bill No. 3028. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3028 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3028 with the following results: Ayes – Fults, Greenwood, Grissom, Nations, Casey, DeGroot, Hurt and Flachsbart. Nays – None. Whereupon Mayor Nation declared Bill No. 3028 approved, passed it and it became **ORDINANCE NO. 2843**.

**BILL NO. 3029 PROVIDES FOR THE APPROVAL OF A BOUNDARY ADJUSTMENT PLAT FOR 18061 & 18053 WILD HORSE CREEK ROAD FOR A 7.43 ACRE TRACT OF LAND ZONED “NU” NON-URBAN DISTRICT AND LOCATED NORTH OF WILD HORSE CREEK ROAD AND WEST OF KEYSTONE TRAIL DRIVE (19W630193, 19W630203) (FIRST AND SECOND READINGS; DEPT. OF PUBLIC SERVICES RECOMMENDS APPROVAL)**

Councilmember Hurt made a motion, seconded by Councilmember Flachsbart, for the first reading of Bill No. 3029. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3029 was read for the first time.

Councilmember Hurt made a motion, seconded by Councilmember DeGroot, for the second reading of Bill No. 3029. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3029 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3029 with the following results: Ayes – Nations, Fults, Hurt, Greenwood, Flachsbart, DeGroot, Grissom and Casey. Nays – None. Whereupon Mayor Nation declared Bill No. 3029 approved, passed it and it became **ORDINANCE NO. 2844**.

**BILL NO. 3030 PROVIDES FOR THE APPROVAL OF A BOUNDARY ADJUSTMENT PLAT FOR 17751 & 17719 WILD HORSE CREEK ROAD FOR A 23.18 ACRE TRACT OF LAND ZONED “NU” NON-URBAN DISTRICT AND “E ½ AC” ESTATE DISTRICT WITH A “WH” WILD HORSE CREEK ROAD OVERLAY DISTRICT LOCATED NORTH OF WILD HORSE CREEK ROAD AND WEST OF ITS INTERSECTION OF LONG ROAD AND EAST OF ITS INTERSECTION WITH SAVONNE**

COURT (18V510105, 18V230342) (**FIRST AND SECOND READINGS; DEPT. OF PUBLIC SERVICES RECOMMENDS APPROVAL**)

Councilmember Hurt made a motion, seconded by Councilmember Flachsbart, for the first reading of Bill No. 3030. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3030 was read for the first time.

Councilmember Hurt made a motion, seconded by Councilmember Nations, for the second reading of Bill No. 3030. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3030 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3030 with the following results: Ayes – Flachsbart, Nations, Grissom, Fults, Casey, DeGroot, Greenwood and Hurt. Nays – None. Whereupon Mayor Nation declared Bill No. 3030 approved, passed it and it became **ORDINANCE NO. 2845**.

**ADJOURNMENT**

There being no further business to discuss, Mayor Nation adjourned the meeting at 9:10 p.m.

---

Mayor Bob Nation

**ATTEST:**

---

Vickie J. Hass, City Clerk

## **PROCLAMATION**

At Monday's meeting Mayor Nation will present a proclamation to Gokul Venkatachalam, an eighth-grader at Parkway West Middle School for winning the St. Louis Post-Dispatch Spelling Bee, for his fourth year in a row. Gokul will be competing at this year's Scripps National Spelling Bee, held May 24-29 in the D.C. area.



# PROCLAMATION

**WHEREAS,** *Gokul Venkatachalam, an eighth-grader at Parkway West Middle School has once again won the St. Louis Post-Dispatch Spelling Bee, for his fourth year in a row; and,*

**WHEREAS,** *Gokul will be competing at this year's Scripps National Spelling Bee, held May 24–29 in the D.C. area, the Finals will be aired on ESPN; and,*

**WHEREAS,** *in previous years, Gokul has finished 10th, 19th and last year he took third place at the National Spelling Bee.*

**WHEREAS,** *the Mayor and City Council, wish to express their congratulations to Gokul for his achievements and wish him BEST OF LUCK at the National Spelling Bee Finals.*

**NOW, THEREFORE, I, BOB NATION, MAYOR OF THE CITY OF CHESTERFIELD, DO HEREBY PROCLAIM, MAY 4 AS**

**GOKUL VENKATACHALAM  
IN THE CITY OF CHESTERFIELD**

**IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND CAUSED THE OFFICIAL SEAL OF THE CITY OF CHESTERFIELD TO BE AFFIXED THIS 4<sup>th</sup> DAY OF MAY, 2015.**

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

**ATTEST:**

\_\_\_\_\_  
**Vickie Hass, City Clerk**

**RESOLUTION NO. 412: RE-APPOINTMENT OF ASSISTANT PROSECUTING ATTORNEY**

At the request of Mayor Nation, Resolution No. 412 has been placed on Monday's AGENDA, for review/approval by City Council. Passage of this Resolution would officially re-appoint Tony Pezzani, who is a member of Prosecuting Attorney Tim Engelmeyer's law firm, to another four-year term as Chesterfield's Assistant Prosecuting Attorney, at the same cost of \$500/month. If approved, his four-year term would be retroactive to May 7, 2013, when his previous appointment actually expired. Mr. Pezzani has continued to serve in this capacity, providing assistance to Mr. Engelmeyer, since May 7, 2013. FYI, the term of the Assistant Prosecuting Attorney has always been the same as the Prosecuting Attorney. This re-appointment simply "fell thru the cracks", internally, when Mr. Engelmeyer's re-appointment was being discussed and ultimately approved by City Council.

Please contact Mayor Nation or me, prior to Monday's meeting, if you would like any additional information.

**CITY OF CHESTERFIELD  
RESOLUTION NO. 412**

COMES NOW the Mayor of the City of Chesterfield, pursuant to the power and authority vested in him to appoint positions, pursuant to Chapter 77.330 RSMo, and hereby appoints Anthony Pezzani as Assistant Prosecuting Attorney, to serve for a period of four (4) years, beginning May 7, 2013, in accordance with City of Chesterfield Ordinance 6 and Chapter 77.370 RSMo. Said appointment to become effective upon completion of his current term.

PASSED AND APPROVED this 4th day of May, 2015.

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MAYOR

ATTEST:

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CITY CLERK

# ENGELMEYER & PEZZANI, LLC

## ATTORNEYS AT LAW

Timothy A. Engelmeyer\*  
Anthony M. Pezzani

\* Also licensed in Illinois

13321 North Outer Forty Road, Suite 300  
Chesterfield, MO 63017  
Phone: 636-532-9933  
Fax: 314-863-7793  
www.epfirm.com

Martha S. Peters  
Paralegal

Vanessa Hofherr  
Legal Assistant

April 28, 2015

Mr. Michael G. Herring, MPA  
City Administrator  
City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, MO 63017

✓ MBH  
4/29/15

In re: Anthony M. Pezzani

Dear Mr. Herring:

As you know, the City Council voted on May 20, 2014 to re-appoint me to serve as Chesterfield's Prosecuting Attorney for a term of four years, expiring May 7, 2018. During that process and, admittedly, as an oversight on my part, the term of Anthony M. Pezzani as Assistant Prosecuting Attorney was not extended at the same time. Just as a reminder, Mr. Pezzani is a member of my law practice and has served as the Assistant Prosecuting Attorney since 2009.

While Mr. Pezzani continues to serve as Assistant Prosecuting Attorney and to assist me as he has in the past, I would greatly appreciate the support of Mayor Nation and the City Council by officially approving his re-appointment. If so, his term would, retroactively be co-terminus with mine: May 7, 2014 – May 7, 2018.

Please let me know if you need any additional information.

Sincerely,

Timothy A. Engelmeyer

TAE/msp

**CITY OF CHESTERFIELD**  
**RESOLUTION NO. 400**

COMES NOW the Mayor of the City of Chesterfield, pursuant to the power and authority vested in him to appoint positions, pursuant to Chapter 77.330 RSMo and hereby appoints **Timothy Andrew Engelmeyer**, as Prosecuting Attorney, to serve for a period of four (4) years, beginning May 7, 2013, in accordance with City of Chesterfield Ordinance 6 and Chapter 77.370 RSMo. Said appointment to become effective upon completion of his current term.

PASSED AND APPROVED this 20<sup>th</sup> day of MAY, 2013

Bob Nation

Mayor

ATTEST:

Vickie J. Hass  
City Clerk

## **RECOMMENDATIONS – PLANNING/PUBLIC WORKS COMMITTEE**

As detailed in the enclosed MINUTES, prepared by Mike Geisel, Director of Public Services, the Planning/Public Works (P/PW) Committee met on Thursday, April 23, 2015.

The following is a list of those items, recommended for approval by this Committee, which will be discussed in greater detail, at Monday's meeting:

IIIB. **T.S.P. 46-2015**, Sprint (7 Chesterfield Mall) (**VOICE VOTE**)

IIIC. **Resolution No. 413** – Approves **St. Louis Regional All-Hazard Mitigation Plan**

IIID. **Bill No. 3031** – Authorizes Executive of Agreement and Funding re: **New Pedestrian Bridge over I-64 (FIRST READING)**

IIIE. Recommendation to **Approve Funding for Replacement of HVAC Equipment** at City Hall (**General Fund – Fund Reserves**) (**VOICE VOTE**)

IIIF. **Bill No. 3032** – Approves Acceptance of Portions of **Oak Stand Path and Willow Weald Path** as Public Streets (Reserve at Chesterfield Village) (**FIRST READING**)

IIIG. **Bill No. 3033** – Approves Acceptance of **Todd Evan Trail** as a Public Street (**FIRST READING**)

---- **Bill No. 3021** – P.Z. 11-2014 – **THF Chesterfield Development LLC** (The Commons) (**FIRST READING**) (**GREEN SHEET AMENDMENT**)

---- **Bill No. 3025** – P.Z. 01-2015 – **Barat Academy** Foundation (17831, 17815 and 17803 Wild Horse Creek Road) (**SECOND READING**)

---- **Bill No. 3026** – Authorizes/Approves Participation in **Green Community Program** (**SECOND READING**)

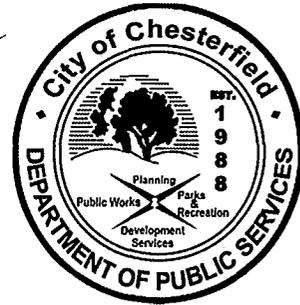
---- **Bill No. 3034** – Approves **Record Plat and Escrow Agreements** – Arbors at Kehrs Mill, Plat 1 (**FIRST AND SECOND READINGS**)

---- **Bill No. 3035** – Approves **Record Plat and Escrow Agreements** – Arbors at Kehrs Mill, Plat 2 (**FIRST AND SECOND READINGS**)

---- Next meeting: **Thursday, 5/7/2015 (5:30pm)**

As always, if you have any questions or would like additional information, please contact Chairperson Connie Fults, any other member of this Committee, Mr. Geisel or me, prior to Monday's meeting.

✓ MGS  
4/28/15



# MEMORANDUM

TO: Michael G. Herring, City Administrator  
FROM: Mike Geisel, Director of Public Services  
SUBJECT: Planning & Public Works Committee Meeting Summary  
Thursday, April 23, 2015

A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, April 23, 2015 in Conference Room 101.

In attendance were: **Chair Connie Fults** (Ward IV), **Councilmember Nancy Greenwood** (Ward I), **Councilmember Bridget Nations** (Ward II), and **Councilmember Dan Hurt** (Ward III). (*Councilmember Nations arrived at 5:34 p.m.*)

Also in attendance were: Councilmember Mike Casey (Ward III); Councilmember Bruce DeGroot (Ward IV); Mike Geisel, Director of Public Services; Jim Eckrich, Public Works Director/City Engineer; Aimee Nassif, Planning & Development Services Director; John Boyer, Senior Planner; and Kathy Juergens, Recording Secretary.

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

★ TO BE DISCUSSED AT MONDAY'S MTG

## I. APPROVAL OF MEETING SUMMARY

### A. Approval of the March 19, 2015 Committee Meeting Summary.

Councilmember Greenwood made a motion to approve the Meeting Summary of **March 19, 2015**. The motion was seconded by Councilmember Hurt and **passed** by a voice vote of 3-0.

## II. OLD BUSINESS - None

## 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

Councilmember Fults volunteered to be *Chair of Planning & Public Works Committee/Planning Commission Liaison*.

Councilmember Greenwood volunteered as Council Liaison for the *Chesterfield Historic and Landmark Preservation Committee*.

Councilmember Hurt volunteered to be *Vice Chair of the Planning and Public Works Committee*.

Councilmember Nations was recommended to serve as Council Liaison to the *Board of Adjustment*.

Councilmember Greenwood made a motion to approve the **Officer and Committee Assignments**. The motion was seconded by Councilmember Hurt and **passed** by a voice vote of 3-0.

- ★ B. **T.S.P. 46-2015 Sprint (7 Chesterfield Mall)**: A request to obtain approval for a Telecommunications Siting Permit to accommodate three (3) new panel antennas for an existing array within the "C8" Planned Commercial District of land located internally on the Chesterfield Mall property with an address of 7 Chesterfield Mall.

#### **STAFF REPORT**

Mr. John Boyer, Senior Planner, presented the request for three additional panel antennas located on the roof of Chesterfield Mall. The rooftop array was approved in 2002 administratively prior to the adoption of the City's current telecommunication's requirements. Since Sprint will be adding antennas beyond what was originally approved, the tower must receive a Telecommunications Siting Permit as required by current code. The array will not be expanded in any way.

#### **Discussion**

In response to Councilmember Hurt's questions, Russell Been, Collective Solutions, stated the antennas are 10 feet high from the roofline to the top of the antenna and screening is not necessary because their position in the center of the rooftop keeps them from being visible.

Councilmember Hurt made a motion to forward **T.S.P. 46-2015 Sprint (7 Chesterfield Mall)** to City Council with a recommendation to approve. The motion was seconded by Councilmember Greenwood and **passed** by a voice vote of 4-0.

*mbh* → Note: This is a Telecommunications Siting Permit which requires a voice vote at the May 4, 2015 City Council Meeting.

✓ [Please see the attached report prepared by Aimee Nassif, Planning and Development Services Director, for additional information on T.S.P. 46-2015 Sprint (7 Chesterfield Mall.)]

- ★ C. **All Hazard Mitigation Planning Resolution**

#### **STAFF REPORT**

Mr. Mike Geisel, Director of Public Services, advised that last August City Council approved a Resolution indicating the City's intent to participate in the regional All Hazards Mitigation Plan update which allows the City to be eligible for disaster mitigation funds. The 2015-2020 update for Missouri has been completed and this Resolution adopts the referenced plan.

Councilmember Hurt made a motion to forward the **All Hazard Mitigation Planning Resolution** to City Council with a recommendation to approve.

Councilmember Greenwood pointed out the requirement for a yearly inspection of the levee system and asked if the Levee District handles this. Mr. Geisel stated that the Corps of Engineers actually performs the required inspection.

The above motion was seconded by Councilmember Nations and passed by a voice vote of 4-0.

 **Note: One Resolution, as recommended by the Planning & Public Works Committee, will be needed for the May 4, 2015 City Council Meeting. See Resolution # 413**

**[Please see the attached report prepared by Mike Geisel, Director of Public Services, for additional information on the All Hazard Mitigation Planning Resolution.]**

**\* D. Chesterfield Parkway East Pedestrian Bridge**

**STAFF REPORT**

Mr. Jim Eckrich, Public Works Director/City Engineer, stated that for several years, the City has been seeking funding for a pedestrian bridge over I-64 near Chesterfield Parkway East. The City was able to secure a grant of \$900,000 through the Transportation Alternatives Program (TAP). The total estimated cost of this project is \$2,075,000 of which City Council had previously set aside \$420,000. Staff is recommending the following actions be taken:

1. Recommend to Council an additional allocation of \$755,000 from the General Fund – Fund Reserve.
2. Approve a Program Agreement with MoDOT in order to accept this grant. The Agreement contains the same standard language used within other federally funded projects, such as South Greentrails Drive, Appalachian Trail and Ladue Road.
3. Approve an Engineering Service Contract with HR Green in the amount of \$84,000 for bid preparation work.

**Discussion**

Councilmember Greenwood questioned if preparation for the bid involves engineering work. Mr. Eckrich stated most of the engineering is complete, however, since the plans are dated 2012, they will need to be reviewed and revised to meet current standards. Additionally, the consultant will coordinate with utilities, obtain approval of other governmental agencies, and review structural submittals.

Chair Fults asked what the total cost of the project was at the time Council allocated \$420,000. Mr. Eckrich indicated the City anticipated receiving a grant for 80% of the total project so the \$420,000 was based on 20%. The total project was estimated to be \$2.6 million at that time.

Councilmember Hurt stated that when this is completed, there will be a walkable pedestrian pathway all the way around the Parkway except for the area across from P.F. Chang's. Mr. Geisel confirmed and stated this includes sidewalks, lighting, pedestrian heads at the intersection, and it will connect with the improvements that Mercy will be building along the Parkway. With regard to the area across from P.F. Chang's, Mr. Eckrich pointed out there is an asphalt stabilized shoulder but not a sidewalk.

**Councilmember Hurt made a motion to approve the Program Agreement with Missouri Highways and Transportation Commission, execute an Engineering Services Contract with HR Green in the amount of \$84,000, and authorize an additional transfer of \$755,000 from the General Fund – Fund Reserve. The motion was seconded by Councilmember Nations and passed by a voice vote of 4-0.**

*✓MGT*  
Note: One Bill, as recommended by the Planning & Public Works Committee, will be needed for the May 4, 2015 City Council Meeting.  
See Bill # 3031

[Please see the attached report prepared by Jim Eckrich, Public Works Director/City Engineer, for additional information on the Chesterfield Parkway East Pedestrian Bridge.]

★ E. **HVAC Equipment Replacement**

**STAFF REPORT**

Mr. Mike Geisel, Director of Public Services, stated that since the F&A Committee elected not to create a Capital Replacement/Project Fund, Staff was directed to bring such projects forward to Committee as needs dictated. One of the recommended projects was the replacement of City Hall HVAC rooftop equipment. These HVAC units have reached their expected life, and it is becoming increasingly difficult, and expensive, to keep repairing the units. There was a fairly significant failure this spring and our Maintenance Staff continues to do what it can to maintain the units and prolong their life. Staff is, therefore, requesting that \$600,000 be transferred from the General Fund – Fund Reserves for the purpose of replacing all the rooftop HVAC units.

**Discussion**

Chair Fults asked how much was earmarked for the replacement. Mr. Geisel stated nothing was earmarked. F&A instructed Staff to apply on a project-by-project basis as time and needs dictated.

In response to Councilmember Hurt's question, Mr. Geisel replied there are eight units that need to be replaced. He further explained they are part of the same energy management system. The necessary work involves reprogramming the energy management system, updating the controls and bringing in a crane at approximately \$18,000 to place the units. Mr. Geisel confirmed that the units were all purchased at the same time, they are the original equipment, and they have reached their design life. Upgrades to the units and the energy management system will be incorporated at the time the units are replaced including an increase in capacity. Staff will work with an HVAC designer. Once the project is bid out, it will take approximately 12 weeks for the units to be built and delivered.

Councilmember Casey asked if there is current technology that will allow for the reduction of individual units while maintaining the same capacity of cooling within City Hall resulting in fewer units to maintain. Mr. Geisel stated that because the building has different uses, specific areas within City Hall are zoned separately for maximum efficiency. The Police Department and detention area have priority and must run 24/7. It is not necessary or cost effective to condition the Council Chambers on a 24/7 basis like the Police Department. There are different units for the second floor as it is necessary to only heat and cool those areas when they are occupied. There is also a completely separate unit for the IT area because of the heat load generated from the servers and computer equipment.

Mr. Geisel described the frequency of repair that City maintenance Staff has recently undertaken to maintain the units, noting that it is not feasible to continue investing in them. He further explained the current units utilize R22 refrigerant which has been phased out due to environmental reasons. While it is still available, it is very expensive at \$800/canister vs. \$50/canister when the units were first installed in 2000. However, the City will recover some costs as there is an aftermarket for R22 refrigerant and the City will also receive the salvage value on the mechanical equipment and the metals.

There was further discussion regarding the cost effectiveness of replacing all the units at one time versus a few at a time and it was determined that replacing all the units at one time is more feasible.

**Councilmember Hurt made a motion to recommend a transfer of \$600,000 from the General Fund – Fund Reserves for replacement of the rooftop HVAC equipment at City Hall. The motion was seconded by Councilmember Greenwood.**

### **Discussion on the Motion**

Councilmember Greenwood again pointed out the need for a capital maintenance fund rather than continually asking for a General Fund transfer for projects such as this. She felt the City should have a more proactive process rather than a reactive process. This has been discussed several times; however, nothing has ever been done about it. Mr. Geisel pointed out that Staff recommended that Council transfer the amounts over the 40% threshold to a Capital Replacement Fund. Each project would still require Council approval but that money would be set aside for the replacement of capital items that cannot be ordinarily budgeted. However, Council elected not to create the Capital Replacement Fund. Councilmember Greenwood stated she was not in favor of transferring everything over the 40% reserve into that account, but felt some sort of an account is needed for capital replacements.

There was further discussion about whether there is a need to establish a Capital Replacement Fund given the fact that Staff keeps Council informed of the capital projects that will need future funding. It was also noted that such expenses cannot reasonably be included in an annual operating budget. There was general discussion relative to the \$4 million balance in the General Fund – Fund Reserve. Mr. Geisel clarified and emphasized that Finance Director Craig White has updated the 2015 end of year General Fund – Fund Reserve balance to be \$4.28 million over the 40% reserve policy, that this was not the General Fund – Fund Balance, but only that portion in excess of the 40% reserve policy. Mr. Geisel further stated that the total estimated end of year total General Fund – Fund Reserves is approximately \$14 million. It may be confusing to the general public when we refer to only that portion in excess of the 40% policy value, as the balance of the General Fund – Fund Reserves.

Mr. Geisel then pointed out that if there was a major system failure, there would be a minimum of 12 weeks to getting replacement units built and installed. Such a timeframe would have major repercussions to the IT unit and the detention facility.

 **The above motion passed by a voice vote of 4-0.**

 **[Please see the attached report prepared by Mike Geisel, Director of Public Services, for additional information on City Hall HVAC Equipment Replacement.]**

**\* F. Public Street Acceptance – Reserve at Chesterfield Village**

**STAFF REPORT**

**Councilmember Nations made a motion to accept Oak Stand Path and Willow Weald Path within the Reserve at Chesterfield Village Plats 2 and 3 as City streets. The motion was seconded by Councilmember Greenwood and **passed** by a voice vote of 4-0.**

**Note: One Bill, as recommended by the Planning & Public Works Committee, will be needed for the May 4, 2015 City Council Meeting.  
See Bill # 3032**

**[Please see the attached report prepared by Jim Eckrich, Public Works Director/City Engineer for additional information on Public Street Acceptance – Reserve at Chesterfield Village.]**

**\* G. Public Street Acceptance – Wilson Creek**

**Councilmember Greenwood made a motion to accept Todd Evan Trail as a City street. The motion was seconded by Councilmember Nations.**

**Discussion on Motion**

**Mr. Geisel explained that Flower Homes had previously completed the streets; however, they did not meet City standards. For the past year, Ms. Nassif has worked with Mr. Flower and the residents to find a way to remediate the situation and streets now meet City standards.**

**The above motion passed by a voice vote of 4-0.**

**Note: One Bill, as recommended by the Planning & Public Works Committee, will be needed for the May 4, 2015 City Council Meeting.  
See Bill # 3033**

**[Please see the attached report prepared by Jim Eckrich, Public Works Director/City Engineer for additional information on Public Street Acceptance – Wilson Creek.]**

**IV. PROJECT UPDATES**

**Ms. Aimee Nassif, Planning and Development Services Director, presented updates on the following projects:**

**WARD I: PROJECT UPDATE**

- St. Luke's Amended Site Development Concept Plan
- Monsanto Parking Garage, Greenhouse and Technology Building
- Friendship Village – three new villas

**WARD II: PROJECT UPDATE**

- Mercy Health Campus – Virtual Care Center

- Herman Stemme Office Park – MiTek USA
- St. Louis County Public Library – Reading Garden
- Sachs Properties – The Grove

#### **WARD IV: PROJECT UPDATE**

- Arbors at Kehrs Mill
- Falling Leaves Estates
- Spirit Valley Business Park Lot 16 – Rainbow Point Properties
- Chesterfield Commons Six – Courtyard by Marriott
- Bur Oaks
- Chesterfield Blue Valley New Development
  - Cavender's Boot City
  - Gander Mountain
  - Gas Mart
  - Burlington
  - Premium Outlets Addition

#### **OTHER PRODUCTS CURRENTLY UNDER REVIEW:**

- Wildhorse Bluffs
- Four Seasons Plaza West
- THF Chesterfield Development
- New Covenant Group
- Property Maintenance Code Research/Update
- Petropolis
- Forum Apartments
- Four Seasons Ordinance Amendment Request
- Scott Properties
- Schoettler Grove
- Arbors at Kehrs Mill
- 1901 Wilson Road
- 18061 and 18053 Wild Horse Creek Road Boundary Adjustment
- Chesterfield Commons Development – Red Robin
- Edison Express Improvement Plans
- Monsanto 10<sup>th</sup> ASDP
- Silver Maple Farms Vacation of Easement and ASDP
- St. Luke's Improvement Plan

#### **V. OTHER**

#### **VI. ADJOURNMENT**

The meeting adjourned at 6:23 p.m.



# City Council Memorandum

## Department of Public Services

**To:** Mike Herring, City Administrator  
**From:** Aimee Nassif, Planning and Development Services Director  
**Date:** April 27, 2015  
**CC Date:** May 4, 2015  
**Re:** **T.S.P. 46-2015 Sprint (7 Chesterfield Mall)**: A request to obtain approval for a Telecommunications Siting Permit to accommodate three (3) new panel antennas for an existing array within the "C8" Planned Commercial District of land located internally on the Chesterfield Mall property with an address of 7 Chesterfield Mall.

Russell Been of Collective Solutions, LLC on behalf of Sprint (applicant) has submitted a request for a Telecommunications Siting Permit (TSP) for the above referenced property. The proposed TSP is to accommodate three (3) additional panel antennas for an antenna array located on the roof of the Chesterfield Mall. This roof top antenna array was approved in 2002 administratively prior to the adoption of the City's current Telecommunication requirements. Since this tower is planning to add additional antennas beyond what was originally approved, the tower must receive a Telecommunications Siting Permit (TSP) as required by current code.

On April 23, 2015, the Planning and Public Works Committee discussed this petition and recommended approval to the City Council 4-0.

Ordinance 2391 states that a vote of the majority by the City Council is required for the approval of a Telecommunications Facilities Siting Permit. Upon the granting of such approval by the City Council, the Planning and Development Services Director shall release said permit to the petitioner.

Attached is a copy of the amended permit to be issued upon the granting of approval for a Telecommunications Facility Siting Permit.

✓ MGH  
4/28/15

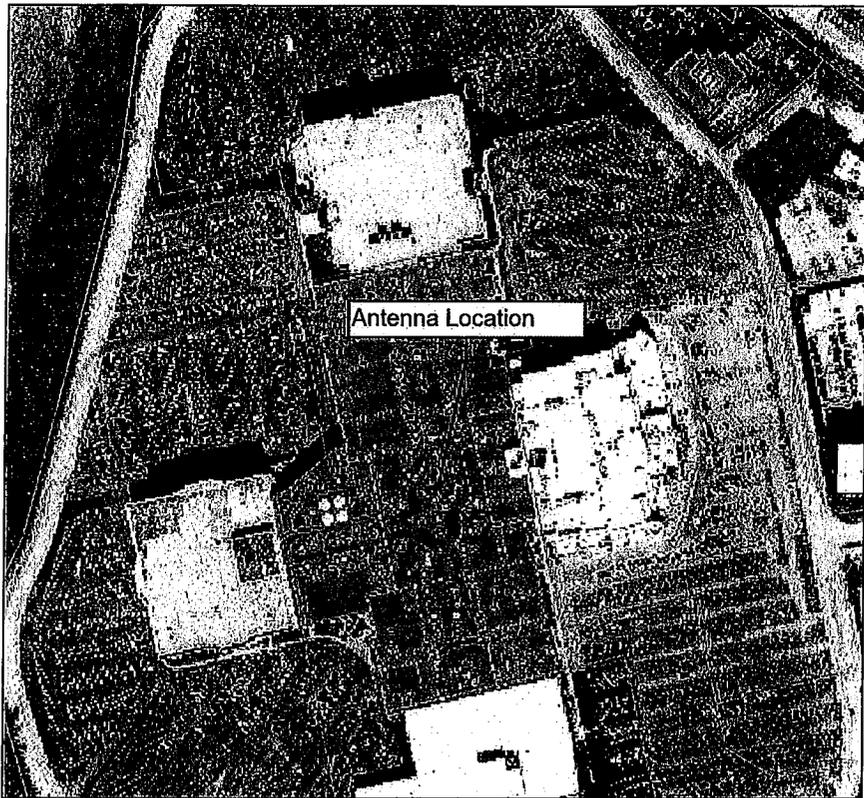


Figure 1: Aerial

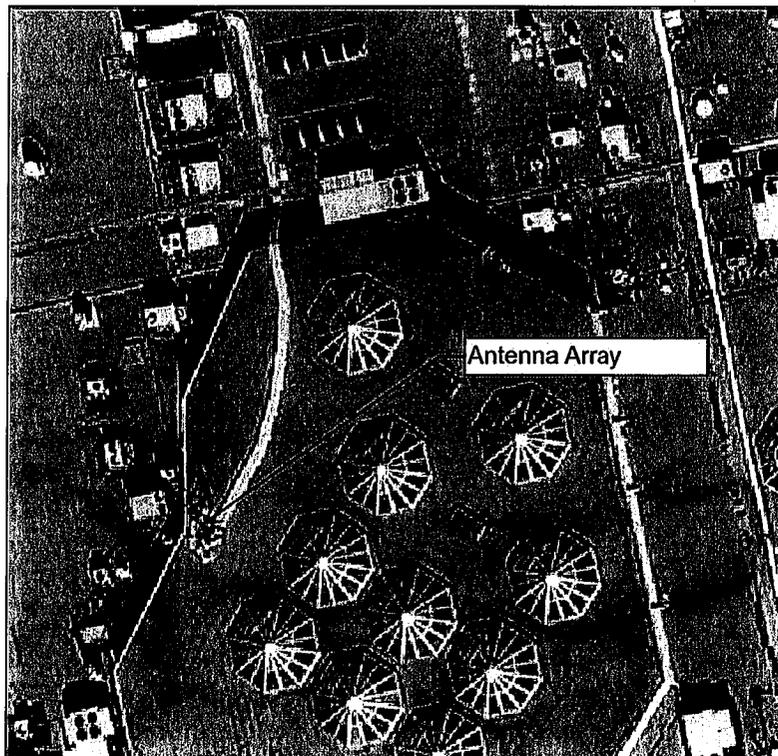


Figure 2: Close up of Array

**WIRELESS TELECOMMUNICATIONS FACILITIES  
SITING PERMIT**



T.S.P. 46-2015

SITE ADDRESS: 7 Chesterfield Mall

ZONING DISTRICT: "C8" Planned Commercial District

WHEREAS, Sprint (petitioner), hereinafter termed "Petitioner", requests permission and authority to install, modify, operate and / or maintain a wireless telecommunications facility within the jurisdiction of the City of Chesterfield, Saint Louis County, Missouri, and

WHEREAS, the City of Chesterfield has regulations requiring a Facilities Siting Permit for the construction, material modification, operation and maintenance of a wireless telecommunications facility, pursuant to Ordinance 2391 of the City of Chesterfield, and

WHEREAS, the City Council has considered and approved the Petitioner's application for a facilities telecommunications permit by a vote of \_\_\_ on May 4, 2015, pursuant to Ordinance 2391, and

WHEREAS, the City Council of the City of Chesterfield has instructed me to grant to the Petitioner a Wireless Telecommunications Facilities Siting Permit, and has granted me the authority to do the same,

NOW THEREFORE, I, Aimee Nassif, Planning and Development Services Director for the City of Chesterfield, hereby grant Petitioner this Wireless Telecommunications Facilities Siting Permit, based upon and pursuant to the terms of Petitioner's Application for the same. The material, design and construction methods shall conform to the standards detailed in Petitioner's application for this permit and approved by the City Council. Petitioner agrees that a separate Facilities Siting Permit is required for any new telecommunications facility or material modification of this or any other wireless telecommunications facility, pursuant to Ordinance 2391 of the City of Chesterfield, Missouri.

T.S.P. 136

Permit Number

\_\_\_\_\_  
Aimee Nassif  
Planning and Development Services Director

\_\_\_\_\_  
Date



PROJECT: 2.5 EQUIPMENT DEPLOYMENT

SITE NAME: F2 - R8 - CHESTERFIELD MALL

SITE CASCADE: ST23XC254

OWNER NUMBER: ATC #337422

SITE ADDRESS: 7 CHESTERFIELD MALL,  
CHESTERFIELD, MO 63017

SITE TYPE: EXISTING ROOFTOP

**RECEIVED**  
City of Chesterfield  
MAR 3 1 2015  
Department of Public Services

2.5MHz 39'0" ROOFTOP

PLANS PREPARED FOR:

6380 Sprint Parkway  
Overland Park, Kansas 66251

PLANS PREPARED BY:

Professional Surveying & Engineering  
PO Box 192, 1275 McGeorge Way, Olathe, MO 64637  
PH: 231-843-0050 www.landtechgps.com

SCALE NOTE:  
THE DRAWINGS ARE DESIGNED FOR 24"x36" SIZED PAPER. WHERE MUNICIPALITIES REQUIRE 11"x17" COPIES OF PRINTS, LANDTECH SHALL PLOT THE DRAWINGS AT A RATIO OF 12. ALL SUCH COPIES SHALL HAVE A SCALE & THE SHOWN SIZE.

MLA PARTNER:

ATC SITE #: 337422

ENGINEERING LICENSE:  
  
  
DRAWING NOTICE:  
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REVISIONS:	DESCRIPTION	DATE	BY	REV
E-1	PRELIMINARY DRAWINGS	08/24/14	CEL	0
E-2	PER ATC REVIEW	08/06/14	DAW	1
E-3	SITE ADDRESS	02/25/15	RJH	2

SITE NAME:  
F2 - R8 -  
CHESTERFIELD MALL

SITE CASCADE:  
ST23XC254

SITE ADDRESS:  
7 CHESTERFIELD MALL,  
CHESTERFIELD, MO 63017  
ST. LOUIS COUNTY

SHEET DESCRIPTION:  
TITLE SHEET

SHEET NUMBER:  
T-1

LANDTECH PROJECT #: 1435023

**SITE INFORMATION**

**PROPERTY OWNER:**  
AMERICAN BUILDING CORPORATION  
116 HUNTINGTON AVE, SUITE 1100  
BOSTON, MA 02116  
(617) 375-7500

**LATITUDE (NAD83 as provided):**  
N 38.65172250°

**LONGITUDE (NAD83 as provided):**  
W 90.56488083°

**COUNTY:**  
ST. LOUIS

**ZONING JURISDICTION:**  
NOT PROVIDED

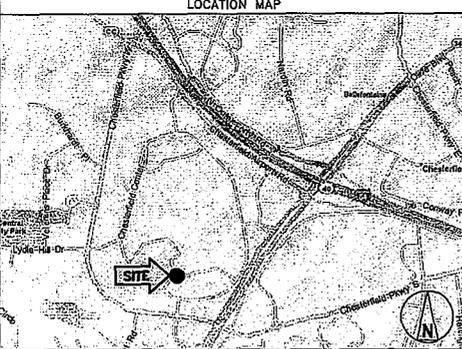
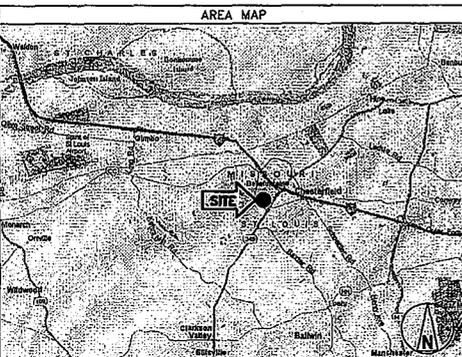
**ZONING DISTRICT:**  
NOT PROVIDED

**POWER COMPANY:**  
AMEREN UNION ELECTRIC

**AAV PROVIDER:**  
AT&T

**SPRINT CM:**  
TBD  
PHONE: TBD  
E-Mail: TBD

**NOTE:**  
ALL LEGACY CDMA EQUIPMENT AND LEGACY IDEN EQUIPMENT AT THE NV RAD MUST BE REMOVED PRIOR TO OR CONCURRENT WITH THE 2.5 EQUIPMENT DEPLOYMENT.

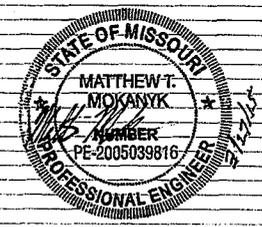


- PROJECT DESCRIPTION**
- INSTALL (3) PANEL ANTENNAS ON EXISTING BUILDING
  - INSTALL (3) RRU's ON EXISTING BUILDING
  - REMOVE (9) 1800 RRU's & REPLACE WITH (3) RRU's 31
  - INSTALL (27) JUMPER CABLES AT ANTENNAS
  - INSTALL (1) FIBER CABLE ON BUILDING
  - INSTALL (1) NEW RECTIFIER IN EXISTING MMB'S/RBS CABINET
  - INSTALL (4) NEW BATTERIES IN EXISTING BATTERY CABINET
  - INSTALL (1) RADAR FILTERS AT ANTENNAS (SECTOR 3)
  - INSTALL (3) AISG CABLES PROVIDED BY CC

- APPLICABLE CODES**
- ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES:
- |  |                            |
|--|----------------------------|
| 1. ANSIE/A-222-LIFE SAFETY CODE NFPA-101 | 6. INTERNATIONAL FIRE CODE |
| 2. 2009 ICC PLUMBING CODE                | 7. 2009 ICC BUILDING CODE  |
| 3. NATIONAL ELECTRIC CODE 2008           | 8. 2009 UNIFORM CODE       |
| 4. LOCAL BUILDING CODE                   | 9. 2009 SAFETY CODE        |
| 5. CITY/COUNTY ORDINANCES                |                            |

**DRAWING INDEX**

SHEET NO:	SHEET TITLE
T-1	TITLE SHEET & PROJECT DATA
SP-1	OUTLINE SPECIFICATIONS
SP-2	OUTLINE SPECIFICATIONS
A-1	SITE PLAN
A-2	BUILDING ELEVATION & CABLE PLAN
A-3	ANTENNA LAYOUT & MOUNTING DETAILS
A-4	SHEET PURPOSELY OMITTED
A-5	SHEET PURPOSELY OMITTED
A-6	COLOR CODING
A-7	EQUIPMENT DETAILS
A-8	EQUIPMENT DETAILS
E-1	GROUNDING & ELECTRICAL PLAN
E-2	GROUNDING DETAILS
E-3	AC POWER & DISTRIBUTION
E-4	DC POWER & DISTRIBUTION
E-5	DC SUB PANEL DETAILS



THESE OUTLINE SPECIFICATIONS IN CONJUNCTION WITH THE SPRINT STANDARD CONSTRUCTION SPECIFICATIONS, INCLUDING CONTRACT DOCUMENTS AND THE CONSTRUCTION DRAWINGS DESCRIBE THE WORK TO BE PERFORMED BY THE CONTRACTOR.

**SECTION 01 100 - SCOPE OF WORK**

**THE WORK:**  
SHALL COMPLY WITH APPLICABLE NATIONAL CODES AND STANDARDS, LATEST EDITION, PORTIONS THEREOF, SPRINT MOP AND SPRINT STANDARDS AT THE TIME OF CONSTRUCTION START.

**PRECEDENCE:**  
SHOULD CONFLICTS OCCUR BETWEEN THE STANDARD CONSTRUCTION SPECIFICATIONS FOR WIRELESS SITES INCLUDING THE STANDARD CONSTRUCTION DETAILS FOR WIRELESS SITES AND THE CONSTRUCTION DRAWINGS, INFORMATION ON THE CONSTRUCTION DRAWINGS SHALL TAKE PRECEDENCE ALONG WITH CM APPROVAL.

**SITE FAMILIARITY:**  
CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS PRIOR TO PROCEEDING WITH CONSTRUCTION.

**ON-SITE SUPERVISION:**  
THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

**DRAWINGS, SPECIFICATIONS AND DETAILS REQUIRED AT JOBSITE:**  
THE CONSTRUCTION CONTRACTOR SHALL MAINTAIN A FULL SET OF THE CONSTRUCTION DRAWINGS AT THE JOBSITE FROM MOBILIZATION THROUGH CONSTRUCTION COMPLETION.

- A. DETAILS ARE INTENDED TO SHOW DESIGN INTENT. PROVIDE ALL MATERIALS AND LABOR AS REQUIRED TO PROVIDE A COMPLETE AND FUNCTIONING SYSTEM. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.
- B. CONTRACTOR SHALL NOTIFY SPRINT CONSTRUCTION MANAGER OF ANY VARIATIONS PRIOR TO PROCEEDING WITH THE WORK. DIMENSIONS SHOWN ARE TO FINISH SURFACES UNLESS NOTED OTHERWISE. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.
- C. MARK THE FIELD SET OF DRAWINGS IN RED, DOCUMENTING ANY CHANGES FROM THE CONSTRUCTION DOCUMENTS.

**METHODS OF PROCEDURE (MOPS) FOR CONSTRUCTION:**  
CONTRACTOR SHALL PERFORM WORK AS DESCRIBED IN

- A. COAX COLOR CODING SWEEPS AND FIBER TESTING TS-0200 AND EL-0568
- B. CABLE LABELING EN-2012-00
- C. APPLICABLE INSTALLATION MOPS IDENTIFIED ELSEWHERE IN THE CONTRACT DOCUMENTS

CONTRACTOR IS RESPONSIBLE FOR PROCURING THE LATEST MOP.

**SECTION 01 200 - COMPANY FURNISHED MATERIAL AND EQUIPMENT**  
COMPANY FURNISHED MATERIAL AND EQUIPMENT IS IDENTIFIED ON THE RF DATA SHEET IN THE CONSTRUCTION DRAWINGS.

CONTRACTOR IS RESPONSIBLE FOR SPRINT PROVIDED MATERIAL AND EQUIPMENT TO ENSURE IT IS PROTECTED AND HANDLED PROPERLY THROUGHOUT THE CONSTRUCTION DURATION.

CONTRACTOR RESPONSIBLE FOR RECEIPT OF SPRINT FURNISHED EQUIPMENT AT CELL SITE OR CONTRACTORS LOCATION. CONTRACTOR MAY BE REQUIRED TO PICK UP MATERIAL AT A LOCATION PRESCRIBED BY SPRINT OTHER THAN THE CELL SITE OR CONTRACTORS LOCATION. CONTRACTOR TO COMPLETE SHIPPING AND RECEIPT DOCUMENTATION IN ACCORDANCE WITH COMPANY PRACTICE.

**SECTION 01 300 - CELL SITE CONSTRUCTION**

**NOTICE TO PROCEED:**  
NO WORK SHALL COMMENCE PRIOR TO COMPANY'S WRITTEN NOTICE TO PROCEED AND THE ISSUANCE OF WORK ORDER.

**SITE CLEANLINESS:**  
CONTRACTOR SHALL KEEP THE SITE FREE FROM ACCUMULATING WASTE MATERIAL, DEBRIS, AND TRASH. AT THE COMPLETION OF THE WORK, CONTRACTOR SHALL REMOVE FROM THE SITE ALL REMAINING RUBBISH, IMPLEMENTS, TEMPORARY FACILITIES, AND SURPLUS MATERIALS.

**SECTION 01 400 - SUBMITTALS & TESTS**

**ALTERNATES:**  
AT THE COMPANY'S REQUEST, ANY ALTERNATIVES TO THE MATERIALS OR METHODS SPECIFIED SHALL BE SUBMITTED TO SPRINTS CONSTRUCTION MANAGER FOR APPROVAL. SPRINT WILL REVIEW AND APPROVE ONLY THOSE REQUESTS MADE IN WRITING. NO VERBAL APPROVALS WILL BE CONSIDERED.

**TESTS AND INSPECTIONS:**  
A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION TESTS, INSPECTIONS AND PROJECT DOCUMENTATION.

- B. CONTRACTOR SHALL ACCOMPLISH TESTING INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
  - 1. COAX SWEEPS AND FIBER TESTS PER TS-0200 REV 5 ANTENNA LINE ACCEPTANCE STANDARDS.
  - 2. AZL, AZIMUTH AND DOWNTILT PROVIDE AN AUTOMATED REPORT UPLOADED TO SITERRA USING A COMMERCIAL MADE-FOR THE PURPOSE ELECTRONIC ANTENNA ALIGNMENT TOOL (AAT). INSTALLED AZIMUTH, CENTERLINE AND DOWNTILT MUST CONFORM WITH RF CONFIGURATION DATA

- 3. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL CORRECTIONS TO ANY WORK IDENTIFIED AS UNACCEPTABLE IN SITE INSPECTION ACTIVITIES AND/OR AS A RESULT OF TESTING.
- 4. ALL TESTING REQUIRED BY APPLICABLE INSTALLATION MOPS.
- C. REQUIRED CLOSEOUT DOCUMENTATION INCLUDES, BUT IS NOT LIMITED TO THE FOLLOWING:
  - 1. AZIMUTH, DOWNTILT, AZL FROM SUNSIGHT INSTRUMENTS OR JZ - ANTENNA ALIGNMENT TOOL (AAT)
  - 2. SWEEP AND FIBER TESTS
  - 3. SCALABLE BARCODE PHOTOGRAPHS OF TOWER TOP AND INACCESSIBLE SERIALIZED EQUIPMENT
  - 4. ALL AVAILABLE JURISDICTIONAL PERMIT AND OCCUPANCY INFORMATION
  - 5. PDF SCAN OF REDLINES PRODUCED IN FIELD
  - 6. A PDF SCAN OF REDLINE MARK-UPS SUITABLE FOR USE IN ELECTRONIC AS-BUILT DRAWING PRODUCTION
  - 7. LIEN WAIVERS
  - 8. FINAL PAYMENT APPLICATION
  - 9. REQUIRED FINAL CONSTRUCTION PHOTOS
  - 10. CONSTRUCTION AND COMMISSIONING CHECKLIST COMPLETE WITH NO DEFICIENT ITEMS
  - 11. APPLICABLE POST NTP TASKS INCLUDING DOCUMENT UPLOADS COMPLETED IN SITERRA (SPRINTS DOCUMENT REPOSITORY OF RECORD).
  - 12. CLOSEOUT PHOTOGRAPHS AND CLOSEOUT CHECKLIST: SPRINT WILL PROVIDE SEPARATE GUIDANCE

**SECTION 11 700 - ANTENNA ASSEMBLY, REMOTE RADIO UNITS AND CABLE INSTALLATION**

**SUMMARY:**  
THIS SECTION SPECIFIES INSTALLATION OF ANTENNAS, RRU'S, AND CABLE EQUIPMENT, INSTALLATION, AND TESTING OF COAXIAL FIBER CABLE.

**ANTENNAS AND RRU'S:**  
THE NUMBER AND TYPE OF ANTENNAS AND RRU'S TO BE INSTALLED IS DETAILED ON THE CONSTRUCTION DRAWINGS.

**HYBRID CABLE:**  
HYBRID CABLE WILL BE DC/FIBER AND FURNISHED FOR INSTALLATION AT EACH SITE. CABLE SHALL BE INSTALLED PER THE CONSTRUCTION DRAWINGS AND THE APPLICABLE MANUFACTURER'S REQUIREMENTS.

**JUMPERS AND CONNECTORS:**  
FURNISH AND INSTALL 1/2" COAX JUMPER CABLES BETWEEN THE RRU'S AND ANTENNAS. JUMPERS SHALL BE TYPE LDF 4, FLC 12-50, OR 540, OR FXL 540, SUPER-FLEX CABLES ARE NOT ACCEPTABLE. JUMPERS BETWEEN THE RRU'S AND ANTENNAS OR TOWER TOP AMPLIFIERS SHALL CONSIST OF 1/2 INCH FOAM DIELECTRIC, OUTDOOR RATED COAXIAL CABLE. MIN LENGTH FOR JUMPER SHALL BE SO AS TO ALLOW FOR THE PROPER BEND RADIUS PER MANUFACTURER OR SPRINT SPECIFICATIONS.

**REMOTE ELECTRICAL TILT (RET) CABLES:**

**MISCELLANEOUS:**  
INSTALL SPLITTERS, COMBINERS, FILTERS PER RF DATA SHEET, FURNISHED BY SPRINT.

**ANTENNA INSTALLATION:**  
THE CONTRACTOR SHALL ASSEMBLE ALL ANTENNAS ONSITE IN ACCORDANCE WITH THE INSTRUCTIONS SUPPLIED BY THE MANUFACTURER. ANTENNA HEIGHT, AZIMUTH, AND FEEB ORIENTATION INFORMATION SHALL BE A DESIGNATED ON THE CONSTRUCTION DRAWINGS.

- A. THE CONTRACTOR SHALL POSITION THE ANTENNA ON TOWER PIPE MOUNTS SO THAT THE BOTTOM STRUT IS LEVEL. THE PIPE MOUNTS SHALL BE PLUMB TO WITHIN 1 DEGREE.
- B. ANTENNA MOUNTING REQUIREMENTS: PROVIDE ANTENNA MOUNTING HARDWARE AS INDICATED ON THE DRAWINGS.

**HYBRID CABLE INSTALLATION:**

- A. THE CONTRACTOR SHALL ROUTE, TEST, AND INSTALL ALL CABLES AS INDICATED ON THE CONSTRUCTION DRAWINGS AND IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
- B. THE INSTALLED RADIUS OF THE CABLES SHALL NOT BE LESS THAN THE MANUFACTURER'S SPECIFICATIONS FOR BENDING RADI.
- C. EXTREME CARE SHALL BE TAKEN TO AVOID DAMAGE TO THE CABLES DURING HANDLING AND INSTALLATION.
  - 1. FASTENING MAIN HYBRID CABLES: ALL CABLES SHALL BE INSTALLED INSIDE MONOPOLE WITH CABLE SUPPORT GRIPS AS REQUIRED BY THE MANUFACTURER. HOISTING GRIPS SHALL BE INSTALLED AT MID POINT IF CABLE RUN EXCEEDS 200 FEET AS WELL AS AT TOP SIDE. FOR WOOD POLES INSTALL CABLES ALONG POLE EXTERIOR WITH STEEL BANDS AT 36" O.C. OR AS SPECIFIED BY THE CM.
  - 2. FASTENING INDIVIDUAL FIBER AND DC CABLES ABOVE BREAKOUT ENCLOSURE (MEDIUSA), WITHIN THE IMBS/RBS CABINET AND ANY INTERMEDIATE DISTRIBUTION BOXES:
    - a. FIBER: SUPPORT FIBER BUNDLES USING 3/4" VELCRO STRAPS OF THE REQUIRED LENGTH @ 18" O.C. STRAPS SHALL BE UV, OIL AND WATER RESISTANT AND SUITABLE FOR INDUSTRIAL INSTALLATIONS AS MANUFACTURED BY TEXTOL OR APPROVED EQUAL.
    - b. DC: SUPPORT DC BUNDLES WITH ZIP TIES OF THE ADEQUATE LENGTH. ZIP TIES TO BE UV STABILIZED, BLACK NYLON, WITH TENSILE STRENGTH AT 12,000 PSI AS MANUFACTURED BY NELCO PRODUCTS OR EQUAL.
  - 3. FASTENING JUMPERS: FASTENING OR SECURING JUMPERS SHOULD CONSIST OF STAINLESS STEEL CLIPS, 18" FROM REAR OF CONNECTOR AND 24" ON CENTER THEREAFTER. AT NO TIME SHALL THEY CONTACT THE TOWER OR STRUCTURAL STEEL.
  - 4. CABLE INSTALLATION:
    - a. INSPECT CABLE PRIOR TO USE FOR SHIPPING DAMAGE, NOTIFY THE CONSTRUCTION MANAGER.
    - b. CABLE ROUTING: CABLE INSTALLATION SHALL BE PLANNED TO ENSURE THAT THE LINES WILL BE PROPERLY ROUTED IN THE CABLE ENVELOP AS INDICATED ON THE DRAWINGS. AVOID TWISTING AND CROSSOVERS.
    - c. HOIST CABLE USING PROPER HOUSTING GRIPS. DO NOT EXCEED MANUFACTURES RECOMMENDED MAXIMUM BEND RADIUS.

PLANS PREPARED FOR:



6580 Sprint Parkway  
Overland Park, Kansas 66251

PLANS PREPARED BY:



**LANDTECH**  
Professional Surveying & Engineering  
PO Box 192, 2775 McClellan Way, Grant, MI 49637  
Ph: 231-943-0050 www: www.landtechps.com

SCALE NOTE:

THE DRAWINGS ARE DESIGNED FOR 24"x36" SIZED PAPER. WHERE MUNICIPALITIES REQUIRE 17"x17" COPIES OF PRINTS, LANDTECH SHALL PLOT THE DRAWINGS AT A RATIO OF 1:2. ALL SUCH COPIES SHALL HAVE A SCALE 2x THE SHOWN SIZE.

MLA PARTNER:



**AMERICAN TOWER**  
ATC SITE #: 337422

ENGINEERING LICENSE:

DRAWING NOTICE:

THESE DOCUMENTS ARE CONFIDENTIAL AND ARE THE SOLE PROPERTY OF SPRINT AND MAY NOT BE REPRODUCED, DISSEMINATED OR REDISTRIBUTED WITHOUT THE EXPRESS WRITTEN CONSENT OF SPRINT AND THE ENGINEER OF RECORD.

REVISION:	DESCRIPTION	DATE	BY	REV
	PRELIMINARY DRAWINGS	06/24/14	CEL	0
	PER ATC REVIEW	08/08/14	DAM	1
	SITE ADDRESS	03/25/15	RJM	2

SITE NAME:

F2 - R8 -  
CHESTERFIELD MALL

SITE CASCADE:

ST23XC254

SITE ADDRESS:

7 CHESTERFIELD MALL,  
CHESTERFIELD, MO 63017  
ST. LOUIS COUNTY

SHEET DESCRIPTION:

SPRINT SPECIFICATIONS

SHEET NUMBER:

SP-1

LANDTECH PROJECT #: 1439023

CONTINUE FROM SP-1

5. GROUNDING OF TRANSMISSION LINES: ALL TRANSMISSION LINES SHALL BE GROUNDED AS INDICATED ON DRAWINGS.
6. HYBRID CABLE COLOR CODING: ALL COLOR CODING SHALL BE AS REQUIRED IN TS 0200 REV 5.
7. HYBRID CABLE LABELING: INDIVIDUAL HYBRID AND DC BUNDLES SHALL BE LABELED ALPHA-NUMERICALLY ACCORDING TO SPRINT CELL SITE ENGINEERING NOTICE - EN 2012-001, REV 1

WEATHERPROOFING EXTERIOR CONNECTORS AND HYBRID CABLE GROUND KITS:

- A. ALL FIBER & COAX CONNECTORS AND GROUND KITS SHALL BE WEATHERPROOFED.
- B. WEATHERPROOFING USING ONE OF THE FOLLOWING METHODS. ALL INSTALLATIONS MUST BE DONE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND INDUSTRY BEST PRACTICES.
  1. COLD SHRINK ENCOMPASS CONNECTOR IN COLD SHRINK TUBING AND PROVIDE A DOUBLE WRAP OF 2" ELECTRICAL TAPE EXTENDING 2" BEYOND TUBING. PROVIDE 3M COLD SHRINK CXS SERIES OR EQUAL.
  2. SELF-AMALGAMATING TAPE: CLEAN SURFACES. APPLY A DOUBLE WRAP OF SELF-AMALGAMATING TAPE 2" BEYOND CONNECTOR. APPLY A SECOND WRAP OF SELF-AMALGAMATING TAPE IN OPPOSITE DIRECTION. APPLY DOUBLE WRAP OF 2" WIDE ELECTRICAL TAPE EXTENDING 2" BEYOND THE SELF-AMALGAMATING TAPE.
  3. 3M SLM LOCK CLOSURE 716: SUBSTITUTIONS WILL NOT BE ALLOWED.
  4. JMA-WPS SERIES ENCLOSURE.
  5. BUTYL AND TAPE. 1 COMPLETE WRAP OF 3/4" PRE-TAPE, BUTYL WRAPPED IN HALF INCH LAP LAYERS, ENDED WITH SHINGLED DOWNWARD 3 WRAPS OF 2" TAPE, 3 WRAPS OF 3/4" TAPE SHINGLED DOWNWARD, FREE OF WRINKLES, BUCKLES AND FLAPPING.
  6. OPEN FLAME ON JOB SITE IS NOT ACCEPTABLE

SECTION 11 800 - INSTALLATION OF MULTIMODAL BASE STATIONS (MMBS/RBS) AND RELATED EQUIPMENT

SUMMARY:

THIS SECTION SPECIFIES MMBS/RBS CABINETS, POWER CABINETS, AND INTERNAL EQUIPMENT INCLUDING BUT NOT LIMITED TO RECTIFIERS, POWER DISTRIBUTION UNITS, BASE BAND UNITS, SURGE ARRESTORS, BATTERIES, AND SIMILAR EQUIPMENT FURNISHED BY THE COMPANY FOR INSTALLATION BY THE CONTRACTOR (OFC).

CONTRACTOR SHALL PROVIDE AND INSTALL ALL MISCELLANEOUS MATERIALS AND PROVIDE ALL LABOR REQUIRED FOR INSTALLATION EQUIPMENT IN EXISTING CABINET OR NEW CABINET AS SHOWN ON DRAWINGS AND AS REQUIRE BY THE APPLICABLE INSTALLATION MOPS.

COMPLY WITH MANUFACTURERS INSTALLATION AND START-UP REQUIREMENTS

DC CIRCUIT BREAKER LABELING

NEW DC CIRCUIT IS REQUIRED IN MMBS/RBS CABINET SHALL BE CLEARLY IDENTIFIED AS TO RRU BEING SERVICED

SECTION 26 100 - BASIC ELECTRICAL REQUIREMENTS

SUMMARY:

THIS SECTION SPECIFIES BASIC ELECTRICAL REQUIREMENTS FOR SYSTEMS AND COMPONENTS.

QUALITY ASSURANCE:

- A. ALL EQUIPMENT FURNISHED UNDER DIVISION 26 SHALL CARRY UL LABELS AND LISTINGS WHERE SUCH LABELS AND LISTINGS ARE AVAILABLE IN THE INDUSTRY.
- B. MANUFACTURERS OF EQUIPMENT SHALL HAVE A MINIMUM OF THREE YEARS EXPERIENCE WITH THEIR EQUIPMENT INSTALLED AND OPERATING IN THE FIELD IN A USE SIMILAR TO THE PROPOSED USE FOR THIS PROJECT.
- C. MATERIALS AND EQUIPMENT: ALL MATERIALS AND EQUIPMENT SPECIFIED IN DIVISION 26 OF THE SAME TYPE SHALL BE OF THE SAME MANUFACTURER AND SHALL BE NEW, OF THE BEST QUALITY AND DESIGN, AND FREE FROM DEFECTS

SUPPORTING DEVICES:

- A. ALL EQUIPMENT FURNISHED UNDER DIVISION 26 SHALL CARRY UL LABELS AND LISTINGS WHERE SUCH LABELS AND LISTINGS ARE AVAILABLE IN THE INDUSTRY.
- B. MANUFACTURERS OF EQUIPMENT SHALL HAVE A MINIMUM OF THREE YEARS EXPERIENCE WITH THEIR EQUIPMENT INSTALLED AND OPERATING IN THE FIELD IN A USE SIMILAR TO THE PROPOSED USE FOR THIS PROJECT.
- C. MATERIALS AND EQUIPMENT: ALL MATERIALS AND EQUIPMENT SPECIFIED IN DIVISION 26 OF THE SAME TYPE SHALL BE OF THE SAME MANUFACTURER AND SHALL BE NEW, OF THE BEST QUALITY AND DESIGN, AND FREE FROM DEFECTS

SUPPORTING DEVICES:

A. MANUFACTURED STRUCTURAL SUPPORT MATERIALS: SUBJECT TO COMPLIANCE WITH REQUIREMENTS, PROVIDE PRODUCTS BY THE FOLLOWING:

1. ALIED TUBE AND CONDUIT
  2. B-LINE SYSTEM
  3. SUNISTR DIVERSIFIED PRODUCTS
  4. THOMAS & BETTS
- B. FASTENERS: TYPES, MATERIALS, AND CONSTRUCTION FEATURES AS FOLLOWS:
1. EXPANSION ANCHORS: CARBON STEEL WEDGE OR SLEEVE TYPE.
  2. POWER-DRIVEN THREADED STUDS: HEAT-TREATED STEEL, DESIGNED SPECIFICALLY FOR THE INTENDED SERVICE.
  3. FASTEN BY MEANS OF WOOD SCREWS ON WOOD.
  4. TOGGLE BOLTS ON HOLLOW MASONRY UNITS.
  5. CONCRETE INSERTS OR EXPANSION BOLTS ON CONCRETE OR SOLID MASONRY.
  6. MACHINE SCREWS, WELDED THREADED STUDS, OR SPRING-TENSION CLAMPS ON STEEL.
  7. EXPLOSIVE DEVICES FOR ATTACHING HANGERS TO STRUCTURE SHALL NOT BE PERMITTED.
  8. DO NOT WELD CONDUIT, PIPE STRAPS, OR ITEMS OTHER THAN THREADED STUDS TO STEEL STRUCTURES.
  9. IN PARTITIONS OF LIGHT STEEL CONSTRUCTION, USE SHEET METAL SCREWS.

SUPPORTING DEVICES:

- A. INSTALL SUPPORTING DEVICES TO FASTEN ELECTRICAL COMPONENTS SECURELY AND PERMANENTLY IN ACCORDANCE WITH NEC.
- B. COORDINATE WITH THE BUILDING STRUCTURAL SYSTEM AND WITH OTHER TRADES.
- C. UNLESS OTHERWISE INDICATED ON THE DRAWINGS, FASTEN ELECTRICAL ITEMS AND THEIR SUPPORTING HARDWARE SECURELY TO THE STRUCTURE IN ACCORDANCE WITH THE FOLLOWING:
- D. ENSURE THAT THE LOAD APPLIED BY ANY FASTENER DOES NOT EXCEED 25 PERCENT OF THE PROOF TEST LOAD.
- E. USE VIBRATION AND SHOCK-RESISTANT FASTENERS FOR ATTACHMENTS TO CONCRETE SLABS.

ELECTRICAL IDENTIFICATION:

- A. UPDATE AND PROVIDE TYPED CIRCUIT BREAKER SCHEDULES IN THE MOUNTING BRACKET, INSIDE DOORS OF AC PANEL BOARDS WITH ANY CHANGES MADE TO THE AC SYSTEM.
- B. BRANCH CIRCUITS FEEDING AVIATION OBSTRUCTION LIGHTING EQUIPMENT SHALL BE CLEARLY IDENTIFIED AS SUCH AT THE BRANCH CIRCUIT PANELBOARD.

SECTION 26 200 - ELECTRICAL MATERIALS AND EQUIPMENT CONDUIT:

- A. RIGID GALVANIZED STEEL (RGS) CONDUIT SHALL BE USED FOR EXTERIOR LOCATIONS ABOVE GROUND AND IN UNFINISHED INTERIOR LOCATIONS AND FOR ENCASED RUNS IN CONCRETE. RIGID CONDUIT AND FITTINGS SHALL BE STEEL COATED WITH ZINC EXTERIOR AND INTERIOR BY THE HOT DIP GALVANIZING PROCESS. CONDUIT SHALL BE PRODUCED TO ANSI SPECIFICATIONS C80.1, FEDERAL SPECIFICATION WW-C-581 AND SHALL BE LISTED WITH THE UNDERWRITERS' LABORATORIES. FITTINGS SHALL BE THREADED - SET SCREW OR COMPRESSION FITTINGS WILL NOT BE ACCEPTABLE. RGS CONDUITS SHALL BE MANUFACTURED BY ALIED, REPUBLIC OR WHEATLAND.
- B. UNDERGROUND CONDUIT IN CONCRETE SHALL BE POLYVINYLCHLORIDE (PVC) SUITABLE FOR DIRECT BURIAL AS APPLICABLE. JOINTS SHALL BE BELLED, AND FLUSH SOLVENT WELDED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. CONDUIT SHALL BE CARLON ELECTRICAL PRODUCTS OR APPROVED EQUAL.
- C. TRANSITIONS BETWEEN PVC AND RIGID (RGS) SHALL BE MADE WITH PVC COATED METALLIC LONG SWEEP RADIUS ELBOWS.
- D. EMT OR RIGID GALVANIZED STEEL CONDUIT MAY BE USED IN FINISHED SPACES CONCEALED IN WALLS AND CEILINGS. EMT SHALL BE MILD STEEL, ELECTRICALLY WELDED, ELECTRO-GALVANIZED OR HOT-DIPPED GALVANIZED AND PRODUCED TO ANSI SPECIFICATION C80.3, FEDERAL SPECIFICATION WW-C-563, AND SHALL BE UL LISTED. EMT SHALL BE MANUFACTURED BY ALIED, REPUBLIC OR WHEATLAND, OR APPROVED EQUAL. FITTINGS SHALL BE METALLIC COMPRESSION. SET SCREW CONNECTIONS SHALL NOT BE ACCEPTABLE.
- E. LIQUID TIGHT FLEXIBLE METALLIC CONDUIT SHALL BE USED FOR FINAL CONNECTION TO EQUIPMENT. FITTINGS SHALL BE METALLIC GLAND TYPE COMPRESSION FITTINGS, MAINTAINING THE INTEGRITY OF CONDUIT SYSTEM. SET SCREW CONNECTIONS SHALL NOT BE ACCEPTABLE. MAXIMUM LENGTH OF FLEXIBLE CONDUIT SHALL NOT EXCEED 6-FEET. LFMC SHALL BE PROTECTED AND SUPPORTED AS REQUIRE BY NEC. MANUFACTURERS OF FLEXIBLE CONDUITS SHALL BE CAROL, ANACONDA METAL HOSE OR UNIVERSAL METAL HOSE, OR APPROVED EQUAL.
- F. MINIMUM SIZE CONDUIT SHALL BE 3/4 INCH (21MM).

HUBS AND BOXES:

- A. AT ENTRANCES TO CABINETS OR OTHER EQUIPMENT NOT HAVING INTEGRAL THREADED HUBS PROVIDE METALLIC THREADED HUBS OF THE SIZE AND CONFIGURATION REQUIRED. HUB SHALL INCLUDE LOCKNUT AND NEOPRENE O-RING SEAL. PROVIDE IMPACT RESISTANT 105 DEGREE C PLASTIC BUSHINGS TO PROTECT CABLE INSULATION.
- B. CABLE TERMINATION FITTINGS FOR CONDUIT
  1. CABLE TERMINATORS FOR RGS CONDUITS SHALL BE TYPE CRC BY O-Z/GEDNEY OR EQUAL BY ROX TEC.
  2. CABLE TERMINATORS FOR LFMC SHALL BE ETCC - CL2075; OR MADE FOR THE PURPOSE PRODUCTS BY ROXTEC.
- C. EXTERIOR PULL BOXES AND PULL BOXES IN INTERIOR INDUSTRIAL AREAS SHALL BE PLATED CAST ALLOY, HEAVY DUTY, WEATHERPROOF, DUST PROOF, WITH GASKET, PLATED IRON ALLOY COVER AND STAINLESS STEEL COVER SCREWS, GROUSE-HINDS WAS SERIES OR EQUAL.
- D. CONDUIT OUTLET BODIES SHALL BE PLATED CAST ALLOY WITH SIMILAR GASKETED COVERS. OUTLET BODIES SHALL BE OF THE CONFIGURATION AND SIZE SUITABLE FOR THE APPLICATION. PROVIDE GROUSE-HINDS FORM 8 OR EQUAL.
- E. MANUFACTURER FOR BOXES AND COVERS SHALL BE HOFFMAN, SQUARE "D", GROUSE-HINDS, COOPER, ADALET, APPLETON, O-Z GEDNEY, RACO, OR APPROVED EQUAL.

SUPPLEMENTAL GROUNDING SYSTEM

- A. FURNISH AND INSTALL A SUPPLEMENTAL GROUNDING SYSTEM TO THE EXTENT INDICATED ON THE DRAWINGS. SUPPORT SYSTEM WITH NON-MAGNETIC STAINLESS STEEL CLIPS WITH RUBBER GROMMETS. GROUNDING CONNECTORS SHALL BE TINNED COPPER WIRE, SIZES AS INDICATED ON THE DRAWINGS. PROVIDE STRANDED OR SOLID BARE OR INSULATED CONDUCTORS EXCEPT AS OTHERWISE NOTED.
- B. SUPPLEMENTAL GROUNDING SYSTEM: ALL CONNECTIONS TO BE MADE WITH CAD WELDS, EXCEPT AT EQUIPMENT USE LUGS OR OTHER AVAILABLE GROUNDING MEANS AS REQUIRED BY MANUFACTURER; AT GROUND BARS USE TWO HOLE SPADES WITH NO OX.
- C. STOLEN GROUND-BARS: IN THE EVENT OF STOLEN GROUND BARS, CONTACT SPRINT CM FOR REPLACEMENT INSTRUCTION USING THREADED ROD KITS.

EXISTING STRUCTURE:

- A. EXISTING EXPOSED WIRING AND ALL EXPOSED OUTLETS, RECEPTACLES, SWITCHES, DEVICES, BOXES, AND OTHER EQUIPMENT THAT ARE NOT TO BE UTILIZED IN THE COMPLETED PROJECT SHALL BE REMOVED OR DE-ENERGIZED AND CAPPED IN THE WALL, CEILING, OR FLOOR SO THAT THEY ARE CONCEALED AND SAFE. WALL, CEILING, OR FLOOR SHALL BE PATCHED TO MATCH THE ADJACENT CONSTRUCTION.

CONDUIT AND CONDUCTOR INSTALLATION:

- A. CONDUITS SHALL BE FASTENED SECURELY IN PLACE WITH APPROVED NON-PERFORATED STRAPS AND HANGERS. EXPLOSIVE DEVICES FOR ATTACHING HANGERS TO STRUCTURE WILL NOT BE PERMITTED. CLOSELY FOLLOW THE LINES OF THE STRUCTURE, MAINTAIN CLOSE PROXIMITY TO THE STRUCTURE AND KEEP CONDUITS IN TIGHT ENVELOPES. CHANGES IN DIRECTION TO ROUTE AROUND OBSTACLES SHALL BE MADE WITH CONDUIT OUTLET BODIES. CONDUIT SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER, PARALLEL AND PERPENDICULAR TO STRUCTURE WALL AND CEILING LINES. ALL CONDUIT SHALL BE FISHED TO CLEAR OBSTRUCTIONS. ENDS OF CONDUITS SHALL BE TEMPORARILY CAPPED TO PREVENT CONCRETE, PLASTER OR DIRT FROM ENTERING. CONDUITS SHALL BE RIGIDLY CLAMPED TO BOXES BY GALVANIZED MALLEABLE IRON BUSHING ON INSIDE AND GALVANIZED MALLEABLE IRON LOCKNUT ON OUTSIDE AND INSIDE.
- B. CONDUCTORS SHALL BE PULLED IN ACCORDANCE WITH ACCEPTED GOOD PRACTICE.

PLANS PREPARED FOR:



6580 Sprint Parkway  
Overland Park, Kansas 66251

PLANS PREPARED BY:



**LANDTECH**  
Professional Surveying & Engineering  
PO Box 895, 12725 Redinger Hwy, Crown, WI 53007  
PL 231-643-0250 web: www.landtech.com

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MLA PARTNER:



**AMERICAN TOWER**  
ATC SITE #: 337422

ENGINEERING LICENSE:  
DRAWING NOTICE:  
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REVISIONS:

DESCRIPTION	DATE	BY	REV
PRELIMINARY DRAWINGS	06/24/14	CEL	0
PER ATC REVIEW	08/08/14	DAM	1
SITE ADDRESS	09/26/15	RUN	2

SITE NAME:  
**F2 - R8 - CHESTERFIELD MALL**

SITE CASCADE:  
**ST23XC254**

SITE ADDRESS:  
**7 CHESTERFIELD MALL,  
CHESTERFIELD, MO 63017  
ST. LOUIS COUNTY**

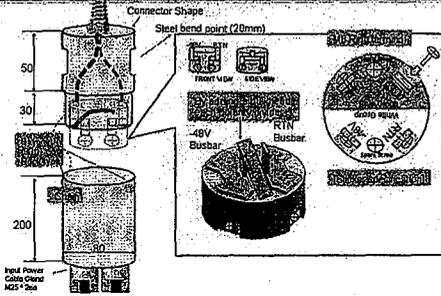
SHEET DESCRIPTION:  
**SPRINT SPECIFICATIONS**

SHEET NUMBER:  
**SP-2**

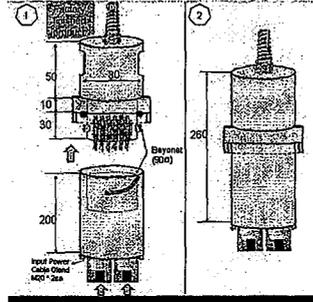
LANDTECH PROJECT #: 143903



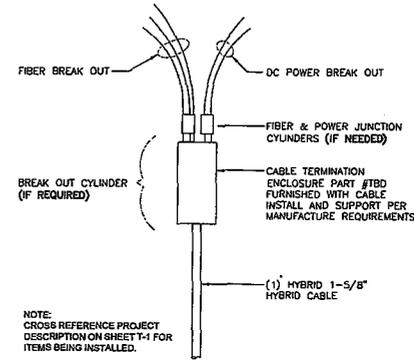
**Power Junction Cylinder**



**Fiber Junction Cylinder**

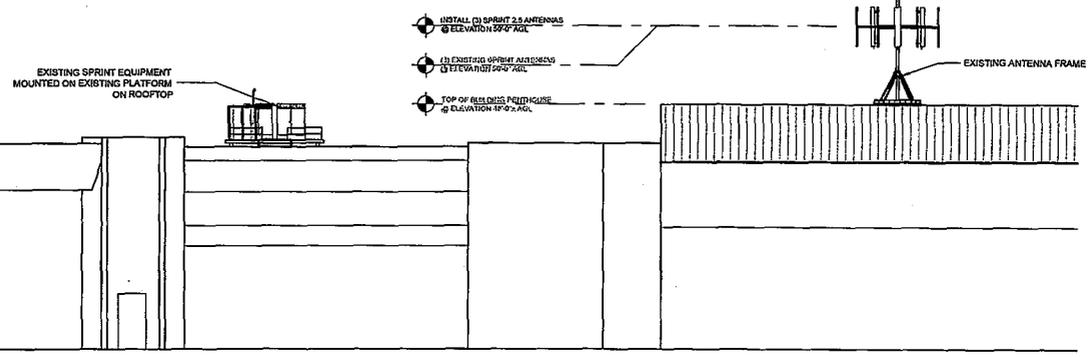


- ANTENNA MOUNTING NOTES:**
- DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO CURRENT ANS/AE/IEEE APPENDIX B FOR WIND LOADING, "STRUCTURAL STANDARDS FOR STEEL ANTENNA BUILDINGS AND ANTENNA SUPPORTING STRUCTURES" OR APPLICABLE LOCAL CODES.
  - ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A153 "ZINC (HOT-DIPPED GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS OTHERWISE NOTED.
  - ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE", UNLESS OTHERWISE NOTED.
  - DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A153.
  - ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH DOUBLE NUTS AND SHALL BE INSTALLED TIGHT.
  - MINIMUM HORIZONTAL SPACING SHALL BE 2" BETWEEN ALL ANTENNAS.
- NOTE:  
ALL LEGACY CDMA EQUIPMENT AND LEGACY IDEN EQUIPMENT AT THE SITE MUST BE REMOVED PRIOR TO OR CONCURRENT WITH THE 2.5G EQUIPMENT DEPLOYMENT.



2.5MHz 39'-0" ROOFTOP

HYBRID BREAK OUT DETAIL NO SCALE A



WEST ELEVATION VIEW NO SCALE B

PLANS PREPARED FOR:

5580 Sprint Parkway  
Overland Park, Kansas 66251

PLANS PREPARED BY:

**LANDTECH**  
Professional Surveying & Engineering  
PO Box 163, 3725 MacGregor Way, Olathe, MO 64647  
ph: 221-943-0252 www.landtech.com

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MLA PARTNER:

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CORPORATION  
ATC SITE #: 337422

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REVISION:	DESCRIPTION	DATE	BY	REV
	PRELIMINARY DRAWINGS	06/24/14	CEL	0
	PER ATC REVIEW	08/06/14	DAH	1
	SITE ADDRESS	03/25/15	RJH	2

SITE NAME:  
**F2 - R8 - CHESTERFIELD MALL**

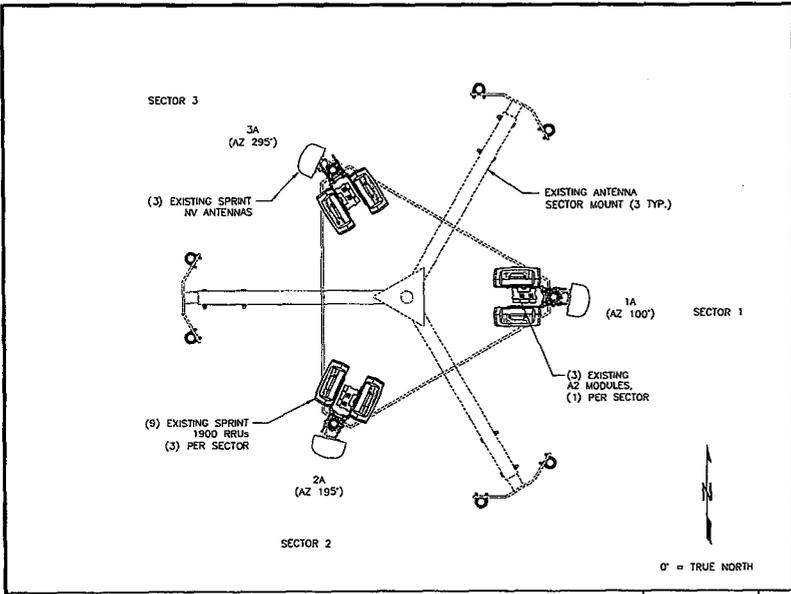
SITE CASCADE:  
**ST23XC254**

SITE ADDRESS:  
**7 CHESTERFIELD MALL,  
CHESTERFIELD, MO 63017  
ST. LOUIS COUNTY**

SHEET DESCRIPTION:  
**BUILDING ELEVATION  
& CABLE PLAN**

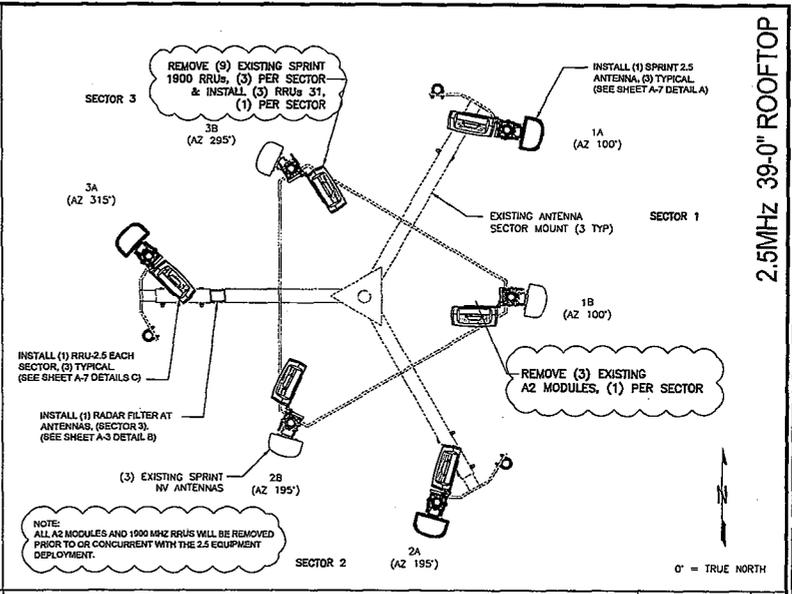
SHEET NUMBER:  
**A-2**

LANDTECH PROJECT #: 1439023



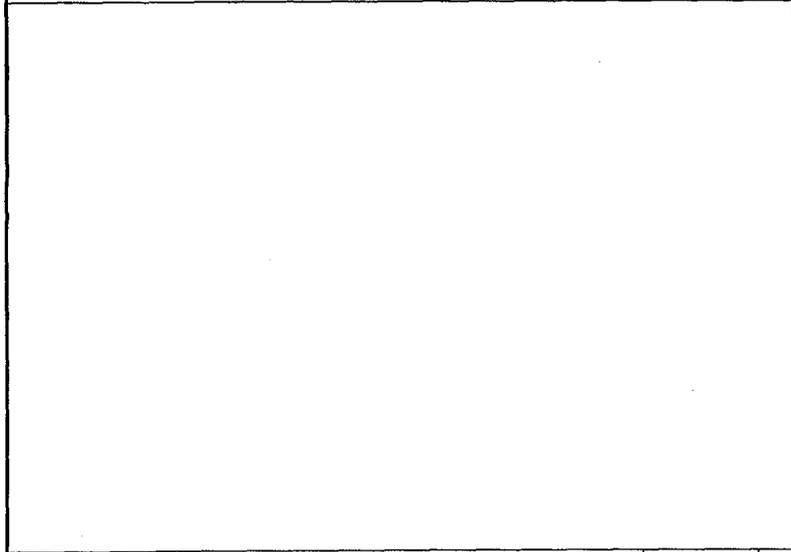
EXISTING ANTENNA & RRU LAYOUT

NO SCALE C



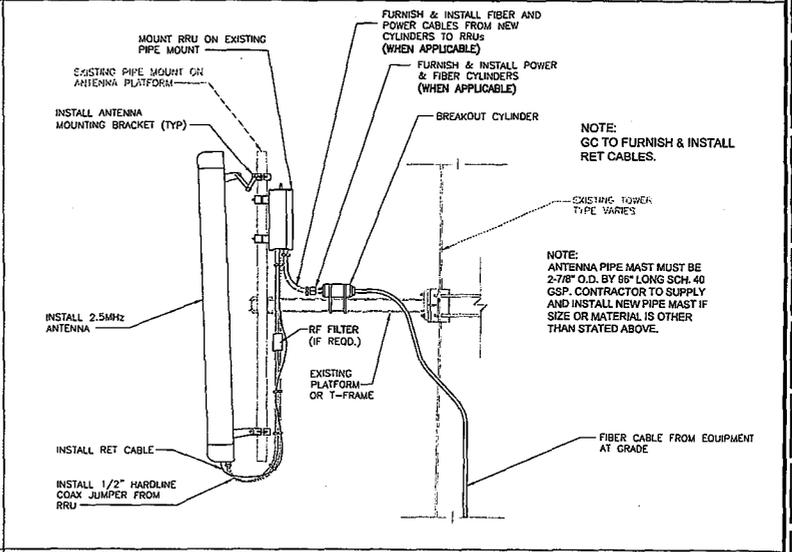
FINAL ANTENNA LAYOUT

NO SCALE A



DETAIL NOT USED

NO SCALE D



ANTENNA, RRU & BREAK-OUT TYPICAL MOUNTING DETAILS

NO SCALE B

2.5MHz 39'-0" ROOFTOP

PLANS PREPARED FOR:

**Sprint**  
6580 Sprint Parkway  
Overland Park, Kansas 66251

PLANS PREPARED BY:

**LANDTECH**  
Professional Surveying & Engineering  
PO Box 193, 1270 McGaughey Way, Gravois, MO 64637  
616.235.4900 www.landtech.com

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REVISIONS	DESCRIPTION	DATE	BY	REV
1	PRELIMINARY DRAWINGS	06/24/14	CEL	0
2	PER ATC REVIEW	08/06/14	DAH	1
3	SITE ADDRESS	03/25/15	RJH	2

SITE NAME:

**F2 - R8 - CHESTERFIELD MALL**

SITE CADSWG:

**ST23XC254**

SITE ADDRESS:

**7 CHESTERFIELD MALL, CHESTERFIELD, MO 63017 ST. LOUIS COUNTY**

SHEET DESCRIPTION:

**ANTENNA LAYOUT & MOUNTING DETAILS**

SHEET NUMBER:

**A-3**

LANDTECH PROJECT #: 1410073

2.5MHz 39-0" ROOFTOP

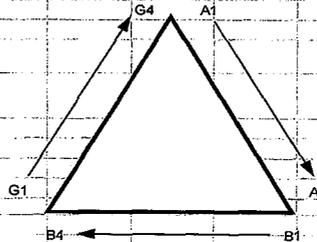
**CABLE MARKING COLOR CONVENTION TABLE**

2500MHz #1 Cal Cable - Sector	Cable	First Ring	Second Ring	Third Ring	Forth Ring	Fifth Ring	Sixth Ring
1 Alpha	1	Yellow	Yellow	Yellow	White		
2 Beta	2	Yellow	Yellow	Yellow	Yellow	White	
3 Gamma	3	Yellow	Yellow	Yellow		Yellow	White

2500MHz #2 Cal Cable - Sector	Cable	First Ring	Second Ring	Third Ring	Forth Ring	Fifth Ring	Sixth Ring
1 Alpha	1	Yellow	Yellow	Yellow	Yellow	Yellow	
2 Beta	2	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow
3 Gamma	3	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow

**Figure 1: Antenna Orientation**



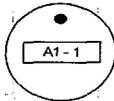
Issue 5, October 2013

- NOTE\*: All color code tape shall be 3M-35 and shall be installed using a minimum of (3) wraps of tape.
- NOTE\*: All color bands installed at the tower top shall be a minimum of 3" wide and shall have a minimum of 3/4" of spacing between each color.
- NOTE\*: All color bands installed at or near the ground may be only 3/4" wide. Each top-jumper shall be color coded with (1) set of 3" wide bands.
- NOTE\*: Each main coax shall be color coded with (1) set of 3" bands near the top-jumper connection and with 3/4" color bands just prior to entering the BTS or transmitter building.
- NOTE\*: All bottom jumpers shall be color coded with (1) set of 3/4" bands on each end of the bottom jumper.
- NOTE\*: All color codes shall be installed so as to align neatly with one another from side-to-side.
- NOTE\*: Each color band shall have a minimum of (3) wraps and shall be neatly trimmed and smoothed out so as to avoid unraveling.
- NOTE\*: X-Pole Antennas should use "xx-1" for the "+45" port, "xx-2" for the "-45" port.
- NOTE\*: Colorband #4 refers to the Frequency Band: ORANGE=850, VIOLET=1900. Used on jumpers only.
- NOTE\*: RF feedline shall be identified with a metal tag (stainless or brass) and stamped with the sector, antenna position, and cable number.
- NOTE\*: Antennas must be identified, using the sector letter and antenna number, with a black marker prior to installation.

**CABLE MARKING TAGS**

TO PROVIDE ADDITIONAL IDENTIFICATION RF CABLES SHALL BE IDENTIFIED WITH A METAL TAG MADE OF STAINLESS STEEL OR BRASS AND STAMPED WITH THE SECTOR, ANTENNA POSITION, AND CABLE NUMBER. THE ID MARKING LOCATIONS SHOULD BE AS PER "CABLE MARKING LOCATIONS TABLE". THE TAG SHOULD BE ATTACHED WITH CORROSIVE PROOF WIRE OR WAX STRING AROUND THE CABLE. THE TAG SHOULD BE LABELED AS SHOWN BELOW IN FIGURE 2.

**Figure 2: Tag Detail Example**



CABLE MARKING LOCATIONS TABLE		
TAPE	TAG	LOCATIONS
X		EACH TOP-JUMPER SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS.
X		EACH MAIN COAX SHALL BE COLOR CODED WITH (1) SET OF 3" WIDE BANDS NEAR THE TOP-JUMPER CONNECTION AND WITH (1) SET OF 3/4" WIDE COLOR BANDS JUST PRIOR TO ENTERING THE BTS OR TRANSMITTER BUILDING.
	X	MARKING TAGS SHALL BE ATTACHED AT CABLE ENTRY PORT ON THE INTERIOR OF THE SHELTER
X		ALL BOTTOM JUMPERS SHALL BE COLOR CODED WITH (1) SET OF 3/4" WIDE BANDS ON EACH END OF BOTTOM JUMPER.

PLANS PREPARED FOR:

**Sprint**  
6580 Sprint Parkway  
Overland Park, Kansas 66251

PLANS PREPARED BY:

**LANDTECH**  
Professional Surveying & Mapping  
PO Box 183, 1275 McGeeville Way, Green, MO 65037  
ph: 231-943-0250 web: www.landtech.com

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ATC SITE #: 337422

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REVISIONS:

DESCRIPTION	DATE	BY	REV
PRELIMINARY DRAWINGS	06/24/14	CEL	0
PER ATC REVIEW	08/07/14	DAW	1
SITE ADDRESS	03/25/15	RJM	2

SITE NAME:

F2 - R8 - CHESTERFIELD MALL

SITE CASCADE:

ST23XC254

SITE ADDRESS:

7 CHESTERFIELD MALL,  
CHESTERFIELD, MO 63017  
ST. LOUIS COUNTY

SHEET DESCRIPTION:

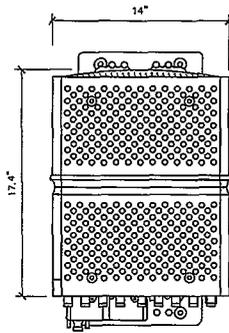
COLOR CODING

SHEET NUMBER:

A-6

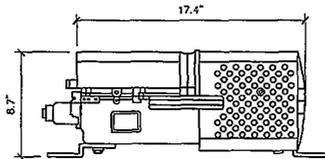
LANDTECH PROJECT #: 140671

A

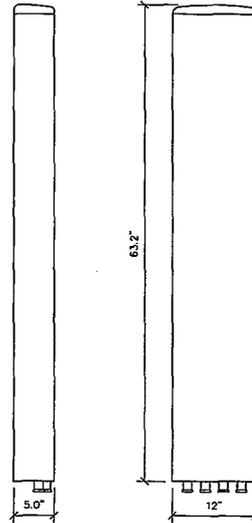
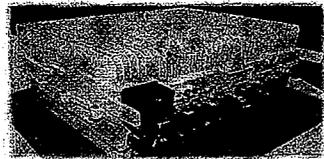


FRONT VIEW

DIMENSIONS, HxWxD: (17.4"x14.0"x 8.7")  
 RRU WEIGHT: 55.2 lbs  
 MOUNTING KIT WEIGHT: 12.0 lbs



SIDE VIEW



**COMMSCOPE  
TTTT65AP-1XR**

DIMENSIONS, HxWxD: 63.8"x13"x5.9"  
 WEIGHT, WITH PRE-MOUNTED BRACKETS: 33 lbs

2.5MHz 39.0" ROOFTOP

PLANS PREPARED FOR:

**Sprint**  
 6580 Sprint Parkway  
 Overland Park, Kansas 66251

PLANS PREPARED BY:

**LANDTECH**  
 Professional Surveying & Engineering  
 PO Box 193, 1219 Midrange Way, Green, WI 53027  
 ph: 224-443-0550 web: www.landtechpk.com

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 ATC SITE #: 337422

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REVISIONS:	DESCRIPTION	DATE	BY	REV
	PRELIMINARY DRAWINGS	05/24/14	CEL	0
	PER ATC REVIEW	08/06/14	DAM	1
	SITE ADDRESS	03/25/15	BRJH	2

SITE NAME:  
**F2 - R8 -  
 CHESTERFIELD MALL**

SITE CASCADE:  
**ST23XC254**

SITE ADDRESS:  
**7 CHESTERFIELD MALL,  
 CHESTERFIELD, MO 63017  
 ST. LOUIS COUNTY**

SHEET DESCRIPTION:  
**EQUIPMENT DETAILS**

SHEET NUMBER:  
**A-7**

LANDTECH PROJECT #: 1410003

2.5\_RRUS

NO SCALE C

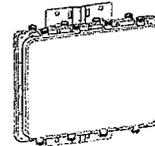
2.5 ANTENNA

NO SCALE A

**Sprint - NSN Radar Co-Location Filter Overview**

**Signal Requirement:**  
 The solution will comply with the option of utilizing an external filter for OGBE signal suppression of -50dBm/10Hz between 2704 MHz and 2996 MHz summed across four ports. For 81X configuration, each four-port OGBE should be -40dBm/10Hz. Summing shall have precedence.

2450.0 - 3690.0 MHz IL	<1.0dB
Rejection Filter / STS-Filter	60dB/72dB total
2704 - 2996 MHz	-15.5dB*
Weight	-15.5dB*
Weight mounting bracket	-15.5dB*
Dimensions	~13.1" x 19.5" x 13.0"
Weight mounting bracket	-15.5dB*
Release Loss	16dB min
Group Delay - Pass band (5MHz/39MHz)	30/60ns max
Pass band Ripple	0.5dB max
Antenna Connector Type	Mini-DIN, 4/3/2/5

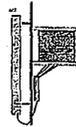


nsn

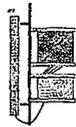
NOTE: CROSS REFERENCE PROJECT DESCRIPTION ON SHEET 1-4 FOR ITEMS BEING INSTALLED.

**Sprint - NSN Radar Co-Location Filter Mounting**

- Key Sprint Considerations/Concerns
  - No-tilt or over-tilt, triggered due to RF jumper connections
  - Minimize cable use & avoid bending/jerking
  - RF connector placement approach should be made to accommodate the above
  - Assume antenna vendor which has worst case entrance width dimension for analysis (12 inches)



Filter mounted parallel to antenna\*



Filter mounted perpendicular to antenna

nsn

DETAIL NOT USED

NO SCALE D

RF FILTER DETAILS

NO SCALE B

SCALE NOTE:  
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ATC SITE #: 337422

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REVISION:	DATE	BY	REV
DESCRIPTION			
PRELIMINARY DRAWINGS	05/24/14	CEL	0
PER AEC 10026	05/05/14	DMA	1
SITE ADDRESS	03/25/15	RH	2

SITE NAME:  
**F2 - R8 - CHESTERFIELD MALL**

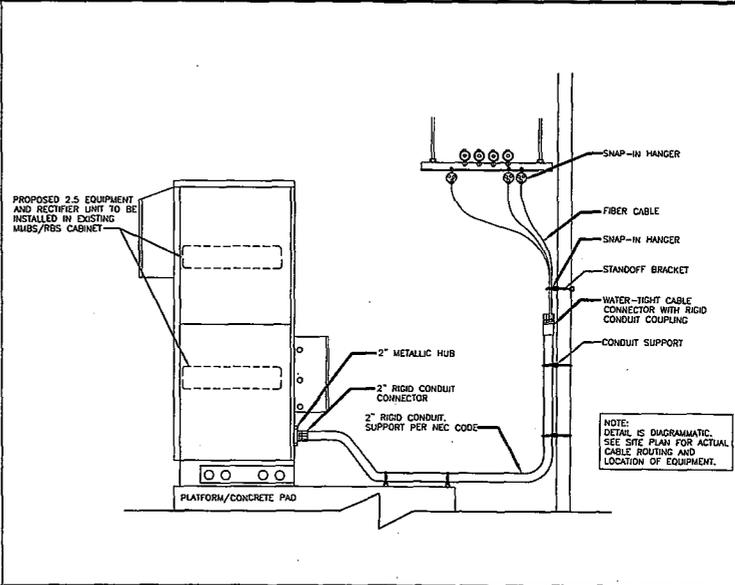
SITE CASCADE:  
**ST23XC254**

SITE ADDRESS:  
**7 CHESTERFIELD MALL,  
CHESTERFIELD, MO 63017  
ST. LOUIS COUNTY**

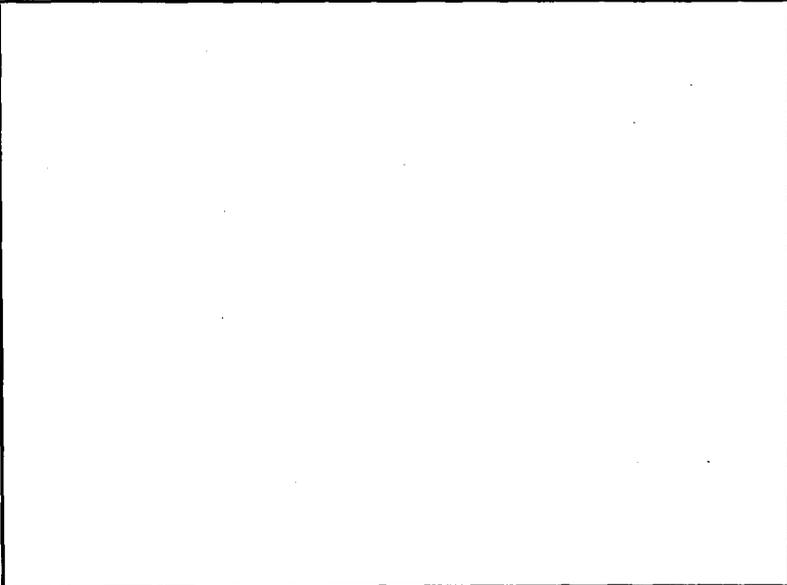
SHEET DESCRIPTION:  
**EQUIPMENT DETAILS**

SHEET NUMBER:  
**A-8**

2.5MHz 39'-0" ROOFTOP

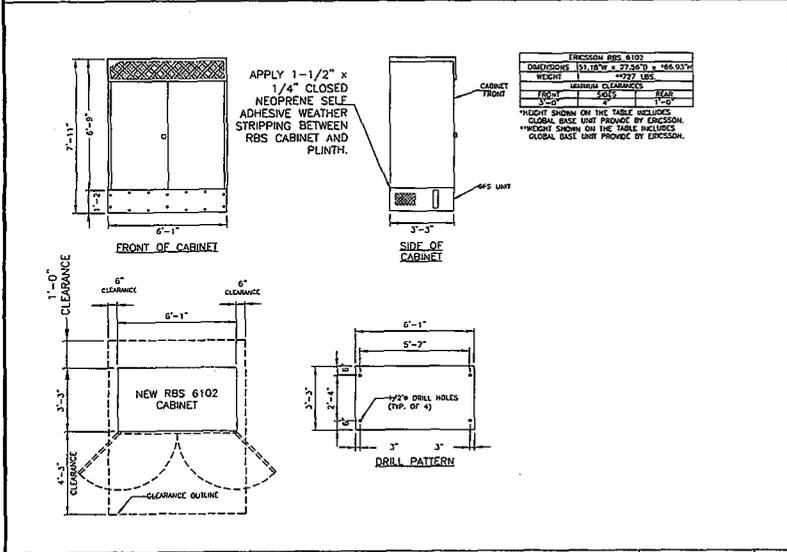


NOTE:  
DETAIL IS DIAGRAMMATIC.  
SEE SITE PLAN FOR ACTUAL  
CABLE ROUTING AND  
LOCATION OF EQUIPMENT.



DETAIL NOT USED NO SCALE D

EXISTING RBS WITH 2.5 EQUIPMENT NO SCALE A

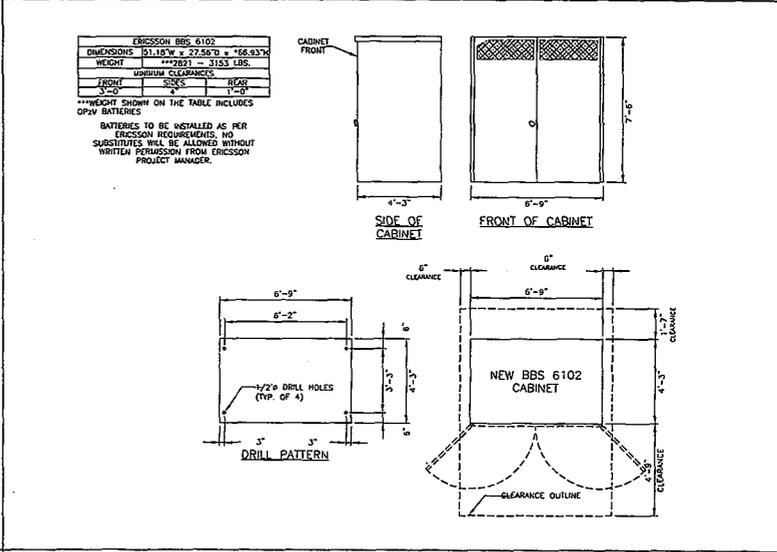


ERICSSON RBS 6102			
DIMENSIONS 51.18"W x 27.50"D x 76.63"H			
WEIGHT 1 4977 LBS.			
MINIMUM CLEARANCES			
FRONT	SIDE	REAR	TOP
3'-0"	4"	1'-0"	1'-0"

\*\*HEIGHT SHOWN ON THE TABLE INCLUDES GLOBAL BASE UNIT PROVIDED BY ERICSSON.  
\*\*WEIGHT SHOWN ON THE TABLE INCLUDES OPEN BATTERIES.

BATTERIES TO BE INSTALLED AS PER ERICSSON REQUIREMENTS. NO SUBSTITUTES WILL BE ALLOWED WITHOUT WRITTEN PERMISSION FROM ERICSSON PROJECT MANAGER.

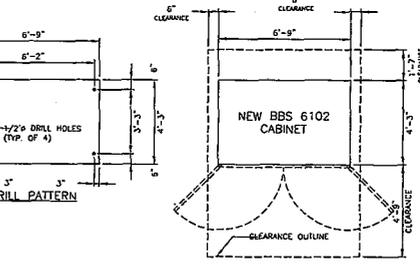
RBS 6102 CABINET NO SCALE C



ERICSSON RBS 6102			
DIMENSIONS 51.18"W x 27.50"D x 76.63"H			
WEIGHT 1 4977 LBS.			
MINIMUM CLEARANCES			
FRONT	SIDE	REAR	TOP
3'-0"	4"	1'-0"	1'-0"

\*\*HEIGHT SHOWN ON THE TABLE INCLUDES GLOBAL BASE UNIT PROVIDED BY ERICSSON.  
\*\*WEIGHT SHOWN ON THE TABLE INCLUDES OPEN BATTERIES.

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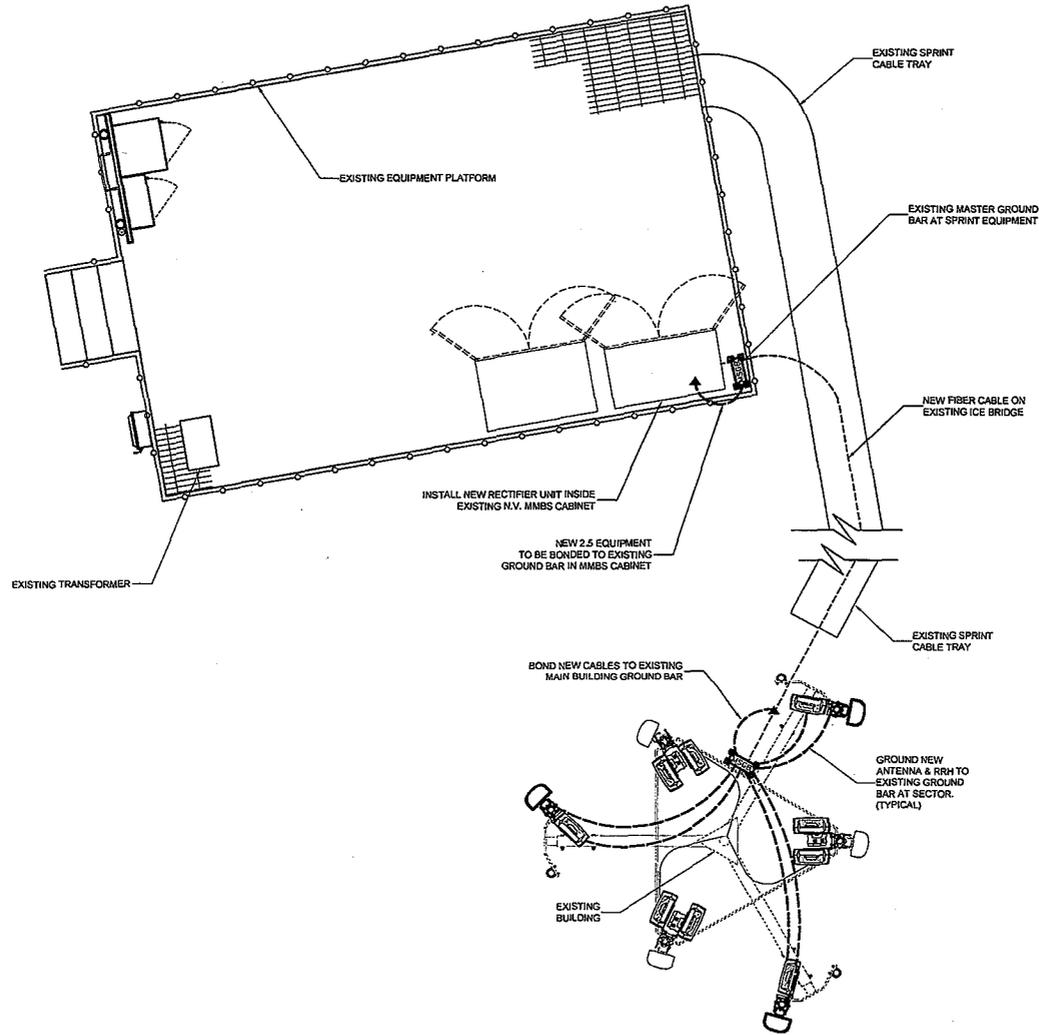
RBS 6102 CABINET NO SCALE B

RBS 6102 CABINET NO SCALE C

RBS 6102 CABINET NO SCALE B

**LEGEND:**

- NEW GROUND LEAD
- CADWELD CONNECTION (EXOThERMIC WELD)
- ▲ MECHANICAL CONNECTION



GROUNDING PLAN

NO SCALE A

PLANS PREPARED FOR:



PLANS PREPARED BY:



SCALE NOTE:

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	PER ATC REVIEW	09/06/14	DAM	1
	SITE ADDRESS	03/25/15	RJK	2

SITE NAME:

F2 - R8 - CHESTERFIELD MALL

SITE CASCADE:

ST23XC254

SITE ADDRESS:

7 CHESTERFIELD MALL,  
CHESTERFIELD, MO 63017  
ST. LOUIS COUNTY

SHEET DESCRIPTION:

GROUNDING & ELECTRICAL PLAN

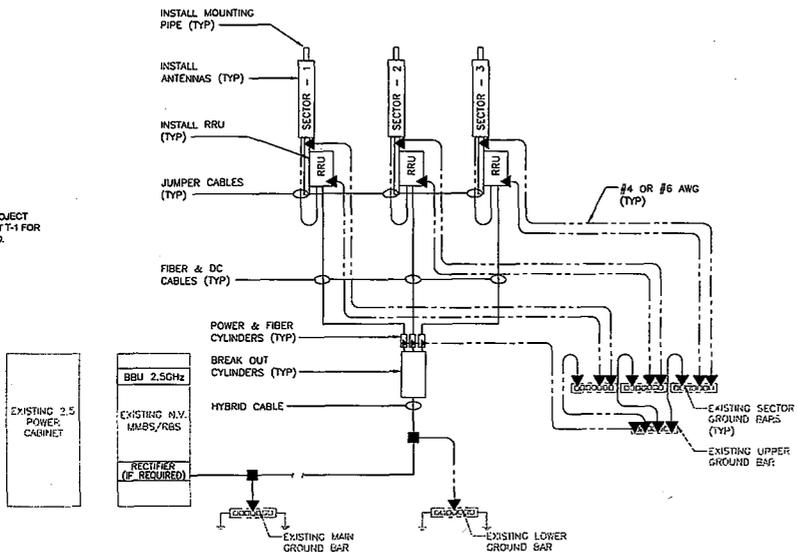
SHEET NUMBER:

E-1

LANDTECH PROJECT #: 1410071

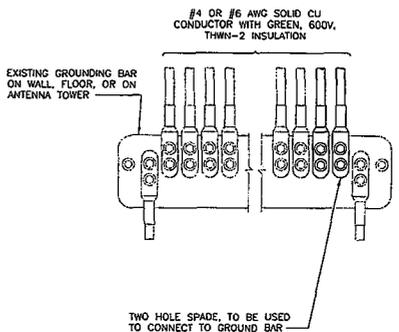
**SYMBOL LEGEND**  
 ■ EXOTHERMIC CONNECTION  
 ▲ MECHANICAL CONNECTION

NOTE:  
 CROSS REFERENCE PROJECT  
 DESCRIPTION ON SHEET T-1 FOR  
 ITEMS BEING INSTALLED.



TYPICAL GROUNDING RISER DIAGRAM

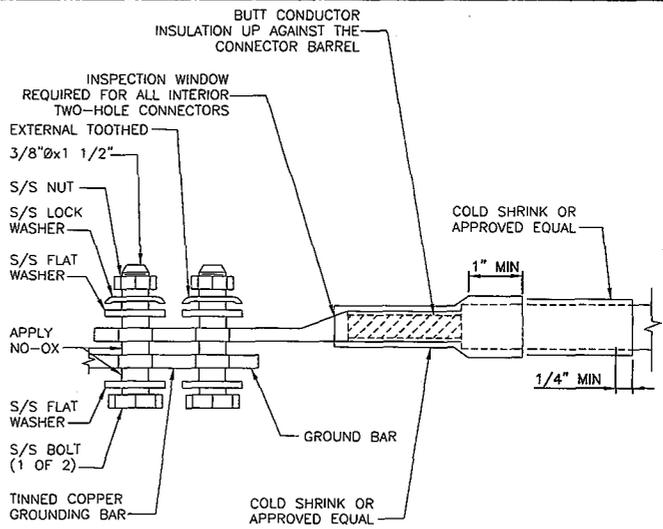
NO SCALE C



**NOTES**  
 1. APPLY NO-OX TO LUG AND BAR CONTACT SURFACE. DO NOT COAT INLINE LUG.  
 2. IF STOLEN GROUND BARS ARE ENCOUNTERED, CONTACT SPRINT CM FOR REPLACEMENT THREADED ROD KIT.

INSTALLATION OF GROUNDING CONDUCTOR TO GROUNDING BAR

NO SCALE A



DETAIL, NOT USED

NO SCALE D

TWO HOLE LUG

NO SCALE B

PLANS PREPARED FOR:

**Sprint**  
 6580 Sprint Parkway  
 Overland Park, Kansas 66251

PLANS PREPARED BY:

**LANDTECH**  
 Professional Surveying & Engineering  
 PO Box 193, 1275 MacGregor Way, Overland Park, MO 66207  
 ph: 316.445.0050 web: www.landtechps.com

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SITE CASCADE:  
**ST23XC254**

SITE ADDRESS:  
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 ST. LOUIS COUNTY**

SHEET DESCRIPTION:  
**GROUNDING DETAILS**

SHEET NUMBER:  
**E-2**

LANDTECH PROJECT #: 1439023

2.5MHz 39'-0" ROOFTOP

PLANS PREPARED FOR:



PLANS PREPARED BY:



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**ST23XC254**

SITE ADDRESS:  
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CHESTERFIELD, MO 63017  
ST. LOUIS COUNTY**

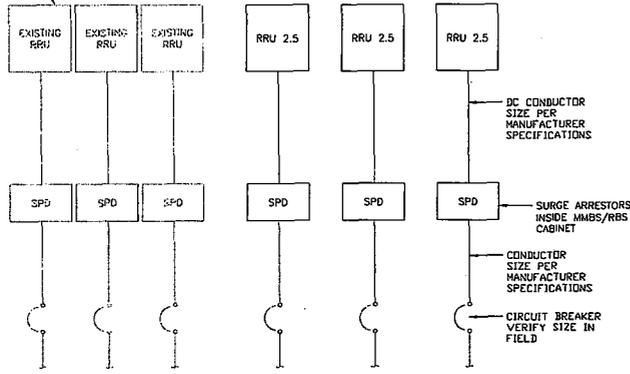
SHEET DESCRIPTION:  
**D/C POWER DISTRIBUTION**

SHEET NUMBER:  
**E-3**

LANDTECH PROJECT #: 143903

2.5MHz 39'-0" ROOFTOP

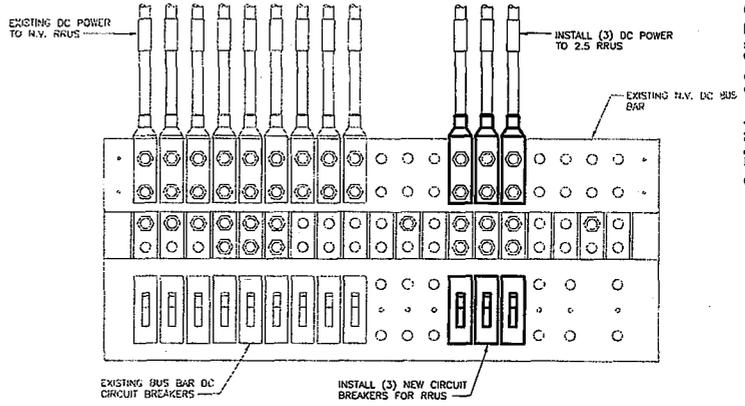
(U) TOTAL EXISTING  
S SHOWN FOR CLARITY



DC ONE LINE DIAGRAM

NO SCALE

C



DC POWER DISTRIBUTION

NO SCALE

A

DETAIL NOT USED

NO SCALE

D

DETAIL NOT USED

NO SCALE

B



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SITE NAME:  
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SITE CASCADE:  
**ST23XC254**

SITE ADDRESS:  
**7 CHESTERFIELD MALL,  
CHESTERFIELD, MO 63017  
ST. LOUIS COUNTY**

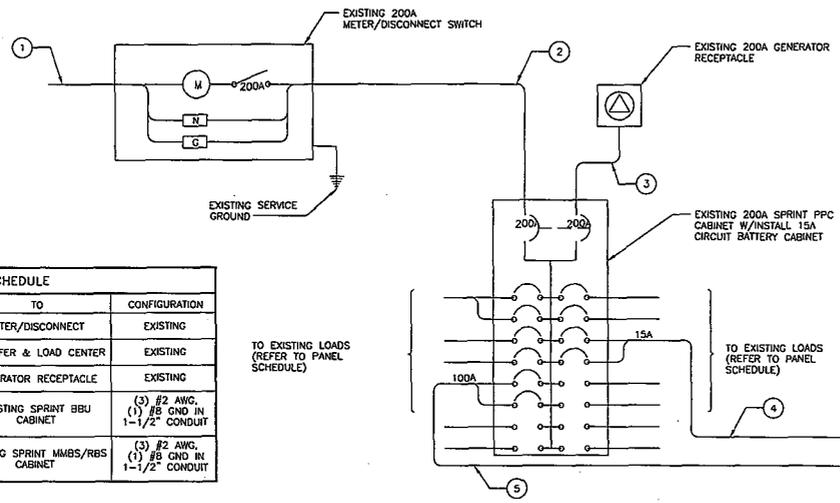
SHEET DESCRIPTION:  
**A/C POWER DISTRIBUTION**

SHEET NUMBER:  
**E-4**

LANDTECH PROJECT #: 1439073

2.5MHz 39.0" ROOFTOP

**NOTES**  
CG SHALL REFERENCE ALL SPECS FOR "CONNECTING THE POWER SUPPLY" OF THE NEW INSTALLATION DOCUMENTS, FOR ALL CONNECTION SPECIFICATIONS.



CIRCUIT SCHEDULE			
NO	FROM	TO	CONFIGURATION
1	UTILITY SOURCE	METER/DISCONNECT	EXISTING
2	METER/DISCONNECT	TRANSFER & LOAD CENTER	EXISTING
3	TRANSFER & LOAD CENTER	GENERATOR RECEPTACLE	EXISTING
4	TRANSFER & LOAD CENTER	EXISTING SPRINT BBU CABINET	(3) #2 AWG, (1) #6 CND IN 1-1/2" CONDUIT
5	TRANSFER & LOAD CENTER	EXISTING SPRINT MMBBS/RBS CABINET	(3) #2 AWG, (1) #6 CND IN 1-1/2" CONDUIT

ELECTRICAL ONE-LINE DIAGRAM

NO SCALE A

Volts	Phase	Wire	Panel size	Main Disc	Location	Main Disc	Location
120/240		(3) 3/0	200	200	A/C PANEL	200	A/C PANEL
Summary of Loads				Interim Loading		Final Loading	
Type	Description	Tap	Pole	Load A	Load B	Load A	Load B
Ex	METROCELL	100	2	5750	5750	5750	5750
Ex	SURGE ARRESTOR	60	2	0	0	0	0
EX	RECEPTACLE	15	1	200	200	200	200
EX	FAN	10	1	100	100	100	100
EX	LIGHTS	15	1	200	200	200	200
New	Ericsson RBS	100	2			5750	
							5750
Connected Phase Loads (VA)				6250	5750	12000	11500
Total Connected Load (VA)				12000		23500	
Total Amps @ 240 (A)				50.0000		97.9167	

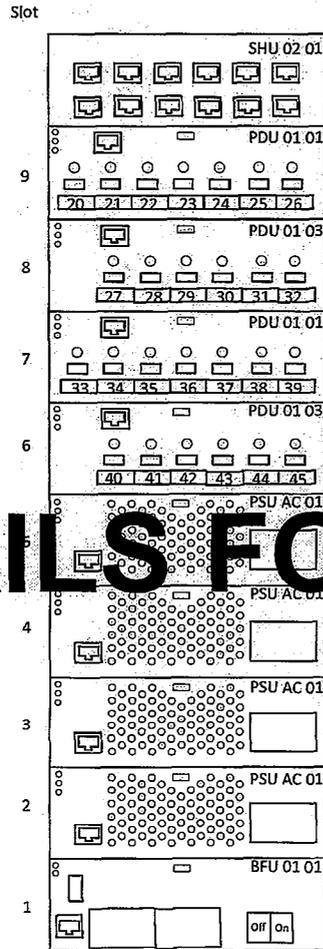
DETAIL NOT USED

NO SCALE D

A/C LOAD CALCULATION

NO SCALE R

Vertical Subrack



- CB20 \_\_\_\_\_
- CB21 \_\_\_\_\_
- CB22 \_\_\_\_\_
- CB23 \_\_\_\_\_
- CB24 \_\_\_\_\_
- CB25 \_\_\_\_\_
- CB26 \_\_\_\_\_
- CB27 \_\_\_\_\_
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- CB41 \_\_\_\_\_
- CB42 \_\_\_\_\_
- CB43 \_\_\_\_\_
- CB44 \_\_\_\_\_
- CB45 \_\_\_\_\_

**DETAILS FORTHCOMING**

2.5MHz 39-0" ROOFTOP

PLANS PREPARED FOR:

6580 Sprint Parkway  
Overland Park, Kansas 66251

PLANS PREPARED BY:

Professional Surveying & Engineering  
PO Box 183, 1275 McGovern Way, Crane, MO 65037  
ph: 231-643-0050 web: www.landtechpa.com

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SITE NAME:  
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SITE CASCADE:  
**ST23XC254**

SITE ADDRESS:  
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CHESTERFIELD, MO 63017  
ST. LOUIS COUNTY**

SHEET DESCRIPTION:  
**D/C SUB PANEL DETAILS**

SHEET NUMBER:  
**E-5**

**A RESOLUTION OF THE CITY OF CHESTERFIELD ADOPTING THE ST. LOUIS REGIONAL ALL-HAZARD MITIGATION PLAN 2015-2020 (UPDATED 2015)**

WHEREAS, the City of Chesterfield recognizes the threat that natural hazards pose to people and property within the City of Chesterfield; and,

WHEREAS the City of Chesterfield has participated in the preparation of a multi-hazard mitigation plan, hereby known as the St. Louis Regional All-Hazard Mitigation Plan 2015-2020 (hereafter referred to as the Plan ) in accordance with the Disaster Mitigation Act of 2000; and,

WHEREAS, the Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Chesterfield from the impacts of future hazards and disasters; and,

WHEREAS the City of Chesterfield recognizes that land use policies have a major impact on whether people and property are exposed to natural hazards, the City of Chesterfield will endeavor to integrate the Plan into the comprehensive planning process; and,

WHEREAS adoption by the City of Chesterfield demonstrates a commitment to hazard mitigation and achieving the goals outlined in the Plan; and,

WHEREAS, the Planning and Public Works Committee of City Council has reviewed and recommended adoption of the Plan;

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

This resolution passed ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

ATTEST:

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



# MEMORANDUM

**DATE:** April 14, 2015

**TO:** Michael Herring, City Administrator

**FROM:** *MG* Mike Geisel, Director of Public Services

**RE:** All Hazard Mitigation Planning

As you are aware, in August of 2014, City Council approved Resolution #406 which expresses the City's intentions to participate in the regional All Hazards Mitigation Plan update. Participation in the plan is required for the City to be eligible for Federal or State Disaster Mitigation Project Funds. A copy of that resolution is attached for your convenient reference.

I am pleased to advise you that the All Hazard Mitigation Plan Update 2015-2020 for Missouri has been completed and is available online at [www.ewgateway.org/download/AllHazMit](http://www.ewgateway.org/download/AllHazMit). The entire plan, by its nature, is voluminous. For our purposes, I recommend that we focus on the section that includes recommended actions pertinent to local governments: Chapter 4 - The St. Louis Region's Hazard Mitigation Strategy - Action Strategy, which is available online, but I've also provided the text of that chapter attached hereto. [www.ewgateway.org/download/AllHazMit/Chapter4ActionSteps.pdf](http://www.ewgateway.org/download/AllHazMit/Chapter4ActionSteps.pdf).

Accordingly, I have prepared the attached resolution for Council's consideration, which adopts the referenced plan and would thereby make the City of Chesterfield eligible for any disaster mitigation funding that may be available for our specific interests.

I recommend that this information be forwarded to the Planning and Public Works Committee for review and in hopes of a favorable recommendation for passage of the attached ordinance adopting the All Hazard Mitigation Plan Update 2015-2020.

If you have any questions or require additional information, please advise.

Cc Ray Johnson, Police Chief  
 Steve Lewis, Police Captain  
 Jim Eckrich, Public Works Director \ City Engineer

*oh'd*  
*MG*  
 4/15/15

**St. Louis Regional Hazard Mitigation Plan  
Update for 2015-20**

**Prepared for Franklin, Jefferson, St. Charles, St. Louis Counties and the  
City of St. Louis**

**Prepared By**

**East-West Gateway Council of Governments**

**Final Draft Plan  
Chapter 4 of 4 chapters**

**March 20, 2015**

**314-421-4220  
One S. Memorial Drive, Suite 1600  
St. Louis, MO 63102**

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## **Chapter 4 – The St. Louis Region’s Hazard Mitigation Strategy**

### **Preface**

In consultation with the Plan Working Group, with county emergency managers, and with municipal and school district representatives who attended workshops, the action steps in this chapter were developed, revised, and prioritized. The chapter provides a list of proposed actions. The priorities by individual jurisdiction are found in the spreadsheet following chapter 4. These priorities are subject to change as disasters occur, as community leadership changes, and as actions are completed.

The chapter begins with a list of overall goals for the plan. The chapter then provides recommended actions to address the various problems identified in Chapter 3 of the plan.

### **Hazard Mitigation Goals Requirement 44 CFR §201.6(c)(3)(i)**

The regional goals for the Hazard Mitigation Plan are as follows:

1. Prepare communities in advance of a natural disaster to prevent loss of life, minimize injury and illness
2. Preserve and maintain property, including public and private infrastructure, businesses, and individual homes, and improve community vitality
3. Encourage regional, county and local planning and development that is consistent with the hazard mitigation plan and that reduces future risk from natural disaster.

Because there are many general actions that will support community preparation for all natural disasters, and there are also many specific related actions for specific hazards, the action steps first include actions that address multiple natural disasters and then actions the address specific natural disasters.

### **Action Steps to address Natural Disaster Mitigation (Requirement 44 CFR §201.6(c)(3)(ii))**

This plan addresses two related aspects of hazard mitigation, the actions that reduce the impact of the immediate disaster, and actions that can reduce the harmful after effects of a natural disaster. These actions were reviewed by the Working Group and formed the basis for the Hazard Mitigation Plan workshops held in seven locations in the region. Participating municipalities and school districts and their representatives have identified the priority level (high, medium or low) for each action, and have further described whether work on each action is on-going, complete or deferred (not yet begun). These priority rankings are in the spreadsheet at the end of this section.

The list of actions with description is below, followed by the spreadsheet which identifies the priorities for each of the responding communities. The communities prioritized the action steps or delegated their planning to their county emergency management agencies, which prioritized based on the needs of communities they represent throughout their county. The School Districts that did not attend the workshops delegated their planning to EducationPlus, the Cooperating School Districts, which prioritized actions based on the regional needs of the school districts.

This list of numbered actions provides a framework for collaboration and planning that will continue through the five years of this plan update. Community leaders can also use the list to compare priorities with other communities in the region.

March 20, 2015

## St. Louis Regional Hazard Mitigation Plan

### Public Information and Awareness for Mitigating Natural Disasters

*Problem Statement: In planning to mitigate for any hazard, a common concern is that the public is poorly informed about how to respond to a serious disaster. Since the ability to respond quickly to a disaster can greatly reduce the risk to human life or human injury, the community needs a well-informed public and a plan for both individual response and responsibility and for coordinated agency response to disasters of any kind. The problem of building awareness is high when there have been no recent disasters, and the public and volunteer agencies can be complacent and unprepared when an event occurs. Engaging volunteers who can be prepared is an important step in addressing any or all of the potential hazards the region faces. Special populations have specific needs and challenges and agencies can work to help them be prepared. Likewise communities that train volunteers to respond to disasters can minimize the secondary impact of a disaster.*

1. **Public Awareness and Involvement: Using newsletters, websites and other means of communication, local government and school district can effectively educate and inform the public and encourage advance preparation to mitigate the impact of natural disasters.** Public awareness and preparation can be important to addressing both pre-disaster preparation and warning and post disaster impacts. It is in this general area that the St. Louis Metropolitan region has seen the most significant progress during the last five years. Organizations that have been involved in long term recovery planning and action have now come together in both a regional and local COAD (Community Organizations Active in Disasters) groups that are making great strides to inform the public of disasters and prepare for immediate respond in order to reduce the immediate impact of any type of disaster. Municipal governments and school districts have a unique opportunity to link hazard mitigation efforts with the COADs to support overall disaster planning, prevention and response. (low cost based on current initiatives)
  - a. **Create and strengthen Community Organizations Active in Disasters (COAD):** COAD groups are identifying needs and responsible parties to address each type of need. Therefore, as an important action in this updated hazard mitigation plan, EWG has been informing municipalities and school districts of the importance of the COADS, how to become involved and bring active COADs into their communities, and how to promote involvement in the COADs of local social service organizations. (While some seed money for organizing work is definitely helpful, this activity relies primarily on voluntary organizations. Costs to municipalities are low because they can join initiatives already underway in each county.)
  - b. **Participate in All Ready Campaign:** In the last five years, the American Red Cross of Eastern Missouri, City of St. Louis Office on the Disabled, Paraquad, and LINC, in partnership with EWG St. Louis Area Regional Response System (STARRS), has begun promoting the All Ready Campaign which encourages those with functional and access needs to be prepared to address their own needs in the aftermath of a disaster. Advance preparation of this type can be a significant factor in reducing loss of life. In addition to supporting the functional and access needs population, municipalities can publicize advance preparation for all citizens. (The work of the All Ready Campaign has been developed, and promotional materials exist, so costs to advance the program are low.)
  - c. **Participate and support emergency training for citizen volunteers:** St. Charles County has the most fully organized COAD as this plan is being written, and the regional steering committee for the COADs is using the St. Charles model to support expanded initiatives in the other counties in the region. The target goal for this five year plan is to have municipalities, school districts, police

March 20, 2015

## St. Louis Regional Hazard Mitigation Plan

and fire departments fully informed and aligned with the regional and local COADs by 2020. Participation in and support for Citizen Emergency Response Training (CERT): Local governments have been involved in training volunteers to assist in natural disaster response for many years. New training initiatives under the CERT have strengthened the training initiatives and offer unique opportunities to inform citizens of hazard mitigation as well as hazard response actions. Trained volunteers who are aware of risks before natural disaster strikes and be valuable resources in advance preparation as well as valuable aids to reduce impact when a disaster hits by helping to identify the population impacted and in need of assistance. (Costs are low, and training volunteers can reduce costs to local government for staff in times of disaster.)

- d. **Educate the Public and local government staff and elected officials about relevant hazards:** With the support of STARRS, the emergency managers in each county and the non-profit organizations involved in the St. Louis Area Coalition of COADS (SLARCC), All Ready and other initiatives, local governments can expand training public awareness and preparation. As a part of the 2014 planning process, EWG has encouraged communities to put Hazard Mitigation Planning on the agenda of the elected boards and councils. (Costs can vary widely, but education and training is available for low cost.)
- e. **Promote awareness about the 211 Service:** the United Way has developed a rapid information sharing system through a 2-1-1 phone information line. In cooperation with the All Ready Campaign, the United Way is able to refer regional residents to agencies who can help them prepare for disasters. In addition, they can connect residents to agencies and resources to assist them after a disaster. Local governments can encourage use of this service by publicizing it in newsletters and on their websites. (The cost to promote this service is very low.)

### Creating Effective Response to Any Natural Disaster

*Problem Statement: Citizens expect immediate and effective response to any disaster, no matter how unexpected, or how severe. Local governments and school districts face a challenge to be prepared for any disaster, and to be able to respond effectively. Many response efforts must begin with good communication, especially to provide advance notice of a disaster whenever possible. In addition, public facilities are often the best locations to provide relief to people in need immediately following a disaster, so communities must be prepared to make cost-effective preparations in advance of a natural disaster. Communications among departments and between emergency management, police, fire, and health departments as well as communications among communities affected can be stressed during a disaster, especially if normal electric power sources are cut off. Therefore, planning for effective warning systems, and for effect communications immediately following a disaster is a high priority.*

2. **Public Actions to prepare for Natural Disasters: Local governments and school districts should take certain steps in advance of a variety of natural disasters.**
  - a. **Build safe rooms that can also serve as relief centers:** When local governments or school districts are building new buildings, this is a perfect time to design and build safe rooms that can withstand tornado or earthquake and also serve as a refuge for citizens who lose their homes or who lose power in a heat or cold weather event. (Cost to build safe rooms is very high; in many cases it is prohibitive. Cost to staff such facilities is also a concern of local governments and school districts.)
  - b. **Create and improve early warning systems for all disasters, including sirens, and targeted response such as Reverse 9-1-1, Code Red, Nixle, etc.:** Over the past five years, a number of communities have adopted one or more of these systems to assist in communications. There are also apps that can now alert people of tornado watches and warnings including the American

March 20, 2015

## St. Louis Regional Hazard Mitigation Plan

Red Cross's Tornado app (<http://www.redcross.org/mobile-apps/tornado-app>). (Because these initiatives are already being developed the costs for individual communities is low.)

- c. **Integrate communications systems to provide rapid communication and response:** This action item is nearly complete in the St. Louis region through the work and leadership of the STARRS program. (The cost is high but the expense is being covered in large part by STARRS through U.S. Department of Homeland Security grant funding.)
- d. **Conduct assessment of risk for all natural disasters:** Local governments and school districts and other agency can focus on specific risk assessment and then update operation procedures to meet identified risks. Most local governments and school districts have assessments in place, and this plan serves as a reminder that such assessments need to be reviewed and updated, preferably on an annual basis. (Costs vary widely depending on need, whether an assessment has been done in the past, and whether a plan is already a part of the ongoing community activity, or whether it is something new for a community or school district.)
- e. **Review opportunities for joint purchases of supplies and equipment:** Local governments and school districts can implement joint purchase agreements where possible. A number of communities are purchasing road salt through a cooperative agreement that ensures supply and keeps cost low. Cooperative planning for auxiliary power may also have potential payback for communities. (There is an initial cost of time and effort to identify opportunities, but the long term impact will be a net gain by reducing costs of supplies.)

### Mitigation Needed to Prepare for Tornadoes

*Problem Statement: Because Tornadoes can strike quickly and unexpectedly, communities must be prepared in advance with emergency shelter both to provide protection to school populations and other groups that might be at greater risk in a tornado event and also to provide shelter immediately following a severe event, where people may have lost their homes or where homes have been made unsafe. Communication is also important to help citizens to know when to take shelter and how to shelter.*

3. **Prepare for Tornado: Local governments and school districts should cooperate to enhance community safety.** In addition to the above described actions, two specific steps are recommended for tornado mitigation.
  - a. **Build safe rooms for schools, community centers and for mobile home communities:** Local governments and school district can designate existing facilities that are already constructed or they can build new facilities and prepare advance plans for staffing of such facilities. Communities have indicated that a challenge is staffing facilities in a timely manner, and this is an area where regional cooperation during the next five year plan can solve this challenge. (This cost is high and often prohibitive for school districts or local governments.)
  - b. **Develop early warning systems to target specific, vulnerable communities:** For example, MoDOT has developed a connection with the National Weather Service and is exploring ways to use highway lighted traffic sign boards to convey information. Communities can also explore use of apps for cell phone users. STARRS continues to explore regional solutions to support these initiatives. (The regional solution holds the most promise for providing a lower cost option for local governments and school districts.)

### Mitigation Needed to Prepare for Floods

*Problem Statement: Because flood risk areas are identified, communities can move to reduce risk both for humans and property by effective advance planning. Of course in addition to mapping flood risk*

March 20, 2015

4-6

## St. Louis Regional Hazard Mitigation Plan

areas, educating citizens about the nature of the risk and the appropriate actions to reduce risk is a critical part of the plan. An area that is flood prone, but where a flood has not occurred in recent years can be especially high risk because property owners can become complacent and unprepared should a flood occur. Flash flooding on small streams is a serious risk, because there are many properties next to streams where development has already taken place and where flood waters are rarely seen. Another risk lies in areas protected by dams or levees, where the public assumes property is safe because it is protected by these structures. Failure of a dam or levee can create a very high hazard, due to the speed with which water can inundate a previously protected area.

4. **Reduce risk of flood damage: Communities should take special action to reduce flood damage.**
  - a. **Protect stream buffers from development:** Most of the larger municipalities have already implemented stream buffer ordinances, or intend to do so, in part to meet NPDES Phase II standards. Other communities can implement stream development setbacks or buffer ordinances in order to reduce risk of flash flood damage to property, especially along smaller streams which tend to experience flash flooding. (The cost is low in most cases.)
  - b. **Municipalities should use floodplain best management practices:** Specifically, municipalities can prohibit building permits for residences within floodplains. (Costs may vary widely, but communities with extensive flood plain areas will have greater costs; and communities with more legacy development in flood plains can expect greater cost to improve safety of properties.)
  - c. **Join the FEMA Community Rating System (CRS):** Communities that want to enhance flood protection and already have developed property in flood plains can join the FEMA Community Rating System and work to implement best practices. [See section X for more detail on specific actions taken as part of Community Rating System and a list of communities that are part of the CRS.] (There is cost associated with staff to fill out the paper work and track aspects of the program, but many other costs are already part of doing businesses for local governments.)
  - d. **Use Green Infrastructure to manage stormwater where it falls:** Municipalities and counties have control over land use decisions. The use of green infrastructure requirements in new and renewed construction permits can facilitate capture and temporary storage of rainwater where it falls and help to reduce flash flooding and erosion. (If added to development requirements this tool is low cost to municipal governments.)
  - e. **Buy out frequently flooded properties:** The cost of insurance and claims is an on-going burden usually born by individual property owners and federal taxes, but the cost of serving homeowners during a flood is born by local governments. Reducing flood damage through buyouts may provide more resources for other needs at the local level. (High cost. Some communities may use flood buy-out funds from FEMA to purchase frequently flooded properties, but the matching cost requirement is still substantial and is often serious hurdle to overcome.)

### Mitigation Needed to Prepare for Various Kinds of Extreme Weather

*Problem Statement: Although heat and cold present different kinds of problems, these extreme weather events tend to hit low income communities and the elderly harder than the general population. These weather events also tend to be region-wide, and therefore broad-based planning is more effective in addressing these challenges. When power is disrupted through storms (sometimes accompanied by high demand for electricity especially in heat waves), extreme hot or cold weather can rapidly put very large*

March 20, 2015

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## St. Louis Regional Hazard Mitigation Plan

numbers of citizens at risk. Developing a response plan in advance is therefore paramount to effective management of that risk.

5. **Prepare for Extreme Weather (heat and cold, thunderstorms or drought):** The most serious problems arise when extreme weather is accompanied by power outages. Local government can provide both advance preparation and rapid response.
  - a. **Create and support neighborhood initiatives:** Communities should prepare for and respond quickly to extreme weather. Local governments should encourage neighborhood watch programs to check in on the elderly or special needs populations; provide training and support for neighborhood organizations and promote neighborhood resiliency. Support organizations already exist in some counties and can be a catalyst for developing grassroots initiatives. (This is a low cost alternative for most local governments.)
  - b. **Establish relief centers and encourage the public to use the centers:** The key element identified by a number of municipalities is the need to have both the center and the operational plan for the center in place. Residents can call 2-1-1 to find the locations of heating/cooling centers in their area. (Staffing costs may be substantial and a barrier for some communities.)

### Mitigation Needed to Prepare for Wildfires

*Problem Statement: Although fire can be a serious threat, the region does not typically experience wildfires that affect significant acreage or large numbers of people. In order to maintain a low risk of wild fire, a coordinated effort to respond to any fire is more important than special planning for the very unusual event. With improve communications, and with equipment that can be shared easily among jurisdiction, emergency service, police and fire districts are better able to coordinate rapid response.*

6. **Prepare for and contain wildfires:**
  - a. **Continue coordinated response efforts among fire districts and fire departments to address any fire:** While not a major problem in most communities, the primary reason fire is not a problem is that fire districts already coordinate response efforts effectively to address any kind of fire. (Low additional cost, because this service is provided largely by existing fire district operations.)
  - b. **Restrict open burning:** Most municipalities and counties in the region restrict open burning and require permits for special circumstances. (Low cost to implement.)

### Mitigation Needed to Prepare for Earthquakes

*Problem Statement: Although there is a low probability in any given year, there is very high potential for severe, widespread damage from a large earthquake. Earthquake damage zones have been identified, but communities cannot truly protect themselves from an earthquake. What communities can do is to be prepared with effective communications systems in the event of widespread power outages, and with effective construction ordinances that require buildings to be constructed to withstand earthquakes. In addition, the public is generally unaware of the risk and what individuals can do to be prepared in advance as well as immediately after an earthquake.*

7. **Prepare for Earthquakes:**
  - a. **Improve Early Warning systems:** (Workshop attendees recommended removing this item, but since it was in the spreadsheet that community representatives used to document their

March 20, 2015

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## St. Louis Regional Hazard Mitigation Plan

- priorities, we have left it in the list of actions in order to have a consistent numbering and lettering system.) (High cost, not currently feasible in a significant way.)
- b. **Review and Update Building Codes:** Regionally most municipalities and counties moved to the 2009 building code. Based on past experience, within the next five years most communities will move to the next standard. (Low cost; but this element requires regional cooperation to be successful as communities seek to have similar requirements for new construction.)
  - c. **Integrate communications systems for Rapid response:** The regional microwave communications system should be complete by the end of 2014 with training and integration to continue through 2015. (High cost to begin with, this system will soon be in place and operate at low cost to communities.)
  - d. **Promote individual and household preparation:** Communities should encourage owners of older homes to make structural improvements and encourage all residents to develop emergency kits. Encourage participation in the annual Great ShakeOut: (<http://www.shakeout.org/centralus/>). Costs for this action fall mainly on building owners and can vary widely. Cost to communities directly is low.)

### Mitigation Needed to Address Risk of Failure in Dams and Levees

*Problem Statement: Like any structure, a dam or levee must be maintained to reduce risk of failure. Failure can be catastrophic, since those downstream, or protected, may be suddenly inundated. Regular inspections of dams and levees can go a long way to identify shortcomings and deficiencies so that they can be addressed in a timely manner. In addition, many dam owners are unaware of the need to maintain a dam and their liabilities and responsibilities. Owners of dams may be unaware of the risks, liability and repair needs. Local governments can play an important role in requiring inspection of dams, and in educating dam owners about their responsibilities.*

#### 8. Reduce risk of dam or levee failure

- a. **Encourage annual inspection of dams and levees** that are not covered under the state permitting requirements. Local governments can identify key structures and contact owners to encourage external inspection, or implement their own inspection programs. (Most communities have few structures to inspect, so costs will be relatively low.)
- b. **Improve structural integrity of dams, using incentives where possible.** (Cost will be high to implement, especially if it includes incentives.)
- c. **Educate owners about responsibilities and liabilities:** Communities should provide dam owners with information about the need to maintain level of service of any dam. (Low cost to implement.)

## *St. Louis Regional Hazard Mitigation Plan*

### **Individual Community Action Strategies**

#### **Requirement 44 CFR §201.6(c)(3)(iv)**

All community representatives that attended a workshop were invited to complete the priorities worksheet. In some communities, more than one representative completed the worksheet and identified priorities, based on the agency they work for within the community. In other cases, the community representatives filled out one priority form for the community. Where municipalities have authorized the county emergency management officials to be their representatives in the plan development, the county priorities also represent the municipal priorities. In St. Louis County a large percentage of municipalities have contracted with the county for planning and ordinance development, and in St. Charles County, most of the smaller communities contract for emergency management services through the county, therefore, county priorities effectively represent these municipalities. Communities with smaller staff capacity are generally supported by the county emergency management agencies, and this is an important factor in developing a regional hazard mitigation plan. In Franklin and Jefferson Counties, emergency managers already work closely with municipalities and collaborate on many strategies.

Likewise the school districts were represented in the planning by EducationPlus, the Cooperating School Districts office. A few filled out their own priorities, but most have gone with the regional priorities as identified by the Cooperating School Districts. This approach will enable to more focused approach from the regional level and serve to build awareness and steady progress.

The spreadsheet at the end of this chapter details the priorities and current state of action for participating municipalities and school districts. Those which do not appear individually are represented by the county plan priorities. By adopting the plan, municipalities and school districts

**Note:** The numbers and letters on the spreadsheet correspond with the numbers in the action plan. This spreadsheet includes the identifiable action items for specific jurisdictions

### **Incorporating Plans into other planning mechanisms over the next five year period. 44CFR §201.6(c)(4)(ii)**

Over the next five years, local communities working with the county emergency managers, the Community Organizations Active in Disasters (COADs), and STARRS will be able to address the specific actions and incorporate relevant actions into other local government activities. The specific actions and priorities identified are already included in the STARRS plans and in many of the county and municipal planning initiatives. The Hazard Mitigation Plan is also included in the regional OneSTL plan adopted by East-West Gateway's Board of Directors in December 2013. With an annual review and presentation at the STARRS meetings, and with an annual presentation at the SLARCC meetings this plan should advance more completely than in previous periods.

### **Evaluation and assessing changes in priorities**

#### **44CFR §201.6(d)(3)**

This new five year plan update is based on the changing conditions in the region. The advancement of STARRS and the regional security initiative to form COADs is the single most important advance in the

March 20, 2015

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## *St. Louis Regional Hazard Mitigation Plan*

last five years. This opportunity is now available to all municipalities and provides a means to address a wide range of issues in community preparedness and education at low cost to governments and school districts while at the same time building the capacity of non-profit and religious organizations to respond to natural disasters.

Built into this plan is an annual review of the plan at the regional level through STARRS and all emergency response agencies.

### **Community Action Strategies Spreadsheet**

See attached separate spreadsheet document – The column codes (1A, 2A, 2B, etc.) correspond to the numbers and letters of the action steps in this chapter.

The spreadsheet includes a list of priorities for municipalities and school districts in the region that chose to set their own priorities.

Other municipalities (not currently listed separately) have delegated their planning in this process to their specific county emergency management officials and are represented by the county priorities.

Other school districts have delegated their planning in this process to EducationPlus (the Cooperating School Districts office) and are represented by the priorities given by EducationPlus.



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690 Chesterfield Pkwy W • Chesterfield MO 63017-0760  
Phone: 636-537-4000 • Fax 636-537-4798 • [www.chesterfield.mo.us](http://www.chesterfield.mo.us)

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I, Vickie J. Hass, City Clerk for the City of Chesterfield, do hereby certify that the document attached hereto is a full, true and correct copy of Resolution No. 406 passed by City Council on August 4, 2014, at an official meeting of said City Council. I further certify that the signatures contained therein are genuine signatures of persons authorized to act on behalf of the City of Chesterfield.

In witness whereof, I have hereunto set my hand as City Clerk this 5th day of August, 2014.

*Vickie J. Hass*

Vickie J. Hass, City Clerk

**A RESOLUTION OF SUPPORT AND PARTICIPATION IN THE ALL-HAZARD MITIGATION PLAN UPDATE**

WHEREAS, the City of Chesterfield recognizes that no community is immune from natural hazards whether it be flooding, severe weather, tornadoes, winter storms or earthquakes, and they recognize the importance to its residents and to its businesses of enhancing its ability to resist natural hazards, and the importance of reducing the human suffering, property damage, interruption of public services and economic losses caused by those hazards; and

WHEREAS, the City of Chesterfield has previously pursued measures such as building codes, fire codes, flood plain management regulations, zoning ordinances, and storm water management regulations to minimize the impact of natural hazards; and

WHEREAS, by participating in the *All-Hazard Mitigation Plan Update*, the City of Chesterfield will be eligible to apply for pre-disaster mitigation funds; and

WHEREAS, the Federal Emergency Management Agency and the State Emergency Management Agency have developed all-hazard planning programs that assist communities in their efforts to become Disaster Resistant Communities; and

WHEREAS, the City of Chesterfield desires to commit to working with local schools, businesses, non-for-profit organizations, and government partners to develop a Disaster Resistant Community Program; and

WHEREAS, the City of Chesterfield intends to make a good faith effort in implementing mitigation projects or programs by incorporation into other community planning mechanisms where appropriate.

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

The City of Chesterfield will use its best efforts to become a disaster-resistant community by supporting and participating in The All Hazard Plan and hazard identification and risk assessment to implement mitigation practices that can reduce vulnerability for citizens and property.

This resolution passed ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 4<sup>th</sup> day of AUGUST, 2014.

Bob Rafani  
Mayor

8/4/14  
Date

ATTEST:

Vickie Haas  
City Clerk



**EAST-WEST GATEWAY  
Council of Governments**

Creating Solutions Across Jurisdictional Boundaries

Chair  
**Francis G. Slay**  
 Mayor, City of St. Louis

Vice Chair  
**Mark A. Kern**  
 Chairman, St. Clair County Board

2nd Vice Chair  
**Charles A. Dooley**  
 County Executive,  
 St. Louis County

Executive Committee  
**Alan Dunstan**  
 Chairman, Madison County Board

**Steve Ehlmann**  
 County Executive,  
 St. Charles County

**John Grishelmer**  
 Presiding Commissioner,  
 Franklin County

**Ken Waller**  
 County Executive,  
 Jefferson County

**Deberl Wittenauer**  
 Chairman, Board of Commissioners,  
 Monroe County

Members  
**Mark Eckert**  
 Vice President,  
 Southwestern Illinois  
 Council of Mayors

**John Hamill III**  
 President, Southwestern Illinois  
 Metropolitan & Regional  
 Planning Commission

**Ted Hoskins**  
 St. Louis County

**Mike Livingston**  
 Franklin County

**John Miller**  
 President, Southwestern Illinois  
 Council of Mayors

**Jack Minnag**  
 Madison County

**Roy Mosley**  
 St. Clair County

**Alvin L. Parks, Jr.**  
 Mayor, City of East St. Louis

**Lewis Reed**  
 President, Board of Aldermen,  
 City of St. Louis

**Thomas P. Schneider**  
 St. Louis County Municipal League

**John White**  
 St. Charles County

Regional Citizens  
**Richard Kellefi**  
**John A. Laker**  
**Barbara Gelsman**  
**James A. Pulley**  
**Dave Stoecklin**

Non-voting Members  
**Charles Ingersoll**  
 Illinois Department of  
 Transportation

**Eddie Koch**  
 Illinois Department of Commerce  
 and Economic Opportunity

**John Nations**  
 Metro

**Brian May**  
 Missouri Office of Administration

**David Nichols**  
 Missouri Department of  
 Transportation  
 Executive Director

**Ed Hillhouse**  
 Assistant Executive Director

**James M. Wild**

June 13, 2014

**Ms. Vickie Haas**  
**City Clerk**  
**City of Chesterfield**  
**690 Chesterfield Pkwy.**  
**Chesterfield, MO 63017**

Dear Ms. Haas:

In 2009, your community's input and participation was instrumental in the development of the regional All-Hazard Mitigation Plan for Franklin, Jefferson, St. Charles and St. Louis counties and the city of St. Louis.

According to Federal Law, this plan must be updated every five years, and that is why we are contacting you now. While your participation is voluntary, the Federal Emergency Management Agency (FEMA) requires that local governments adopt by resolution a FEMA approved All-Hazard Mitigation Plan in order for your community to be eligible to apply federal and state funds for disaster mitigation projects.

Hazard Mitigation covers work that can be done in advance of potential natural disasters to reduce the severity of the loss, improve public safety and create more resilient communities that are able to respond more quickly and effectively when disaster does strike.

The staff at East-West Gateway Council of Governments will be gathering information from local governments to help inform us with this five-year plan update. We are contacting you now, as we start our work, to let you know you will be hearing from us soon.

Here is what to expect over the next several months:

1. East-West Gateway will send you a short online survey, (tentatively scheduled for late June or early July), asking the following:
  - a. What hazards is your community vulnerable to;
  - b. What projects that you have completed in the last five years related to hazard mitigation efforts;
  - c. What natural disasters has your community experienced in the last five years;
  - d. What hazard mitigation projects does your community intend to initiate within the next five years?

Gateway Tower  
One Memorial Drive, Suite 1600  
St. Louis, MO 63102-2451

314-421-4226  
618-274-2750  
Fax 314-231-6120

webmaster@ewgateway.org  
www.ewgateway.org

Ms. Vickie Haas  
June 13, 2014  
Page 2 of 2

2. We ask that your jurisdiction place a notice of the All Hazard Plan on the agenda of your jurisdiction's council meeting, in order to give all elected officials and the public advance notice that the final plan must be approved by resolution of the governing body for your community in order to be eligible for Hazard Mitigation Funding from FEMA. (Adoption of the plan will take place between January and April 2015)
3. Please send EWG the contact information (Name, email address and phone) for your local point of contact for the Hazard Mitigation Planning survey. You may e-mail [gary.pondrom@ewgateway.org](mailto:gary.pondrom@ewgateway.org) or call (314) 421-4220 and leave a message for Gary Pondrom with the name, e-mail and phone contact information of your municipal representative.
4. In approximately three months, East-West Gateway will hold a Workshop in your county, and request your community to send at least one representative to this county-wide public Workshop to discuss the planning process. This workshop will give you the opportunity to provide information that you feel is relevant to the plan.
5. East-West Gateway will inform you when the draft plan is completed, so that you can make public comment on the plan.
6. In early 2015, after completion of the plan, your governing body will have the opportunity to adopt the plan by resolution, thereby making your community eligible to apply for federal or state financial aid to assist you to implement hazard mitigation projects within your community.

East-West Gateway will be coordinating our work on the plan with each county's Emergency Management Agency and STARRS (the St. Louis Area Regional Response System), who will be in consultation with community emergency managers, other city staff and at their choice, elected officials.

Again, you may contact Gary Pondrom at [gary.pondrom@ewgateway.org](mailto:gary.pondrom@ewgateway.org) or call him at (314)-421-4220 with any questions you may have regarding this All-Hazard Mitigation Plan update.

Thank you for your interest and participation.

Sincerely,



Edward Hillhouse,  
Executive Director

**A RESOLUTION OF SUPPORT AND PARTICIPATION IN  
THE ALL-HAZARD MITIGATION PLAN UPDATE.**

WHEREAS, the City of Chesterfield recognizes that no community is immune from natural hazards whether it be flooding, severe weather, tornadoes, winter storms or earthquakes, and they recognize the importance to its residents and to its businesses of enhancing its ability to resist natural hazards, and the importance of reducing the human suffering, property damage, interruption of public services and economic losses caused by those hazards; and,

WHEREAS, the City of Chesterfield may have previously pursued measures such as building codes, fire codes, flood plain management regulations, zoning ordinances, and storm water management regulations to minimize the impact of natural hazards; and

WHEREAS, by participating in the *All-Hazard Mitigation Plan Update*, the City of Chesterfield will be eligible to apply for pre-disaster mitigation funds; and,

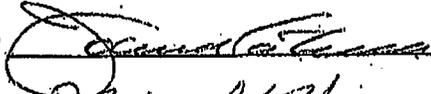
WHEREAS, the Federal Emergency Management Agency and the State Emergency Management Agency have developed all-hazard planning programs that assist communities in their efforts to become Disaster Resistant Communities; and,

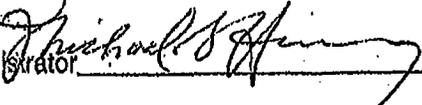
WHEREAS, the City of Chesterfield desires to commit to working with local schools, businesses, non-for-profit organizations and government partners to develop a Disaster Resistant Community Program; and

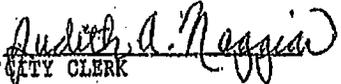
WHEREAS, the City of Chesterfield intends to make a good faith effort in implementing mitigation projects or programs by incorporation into other community planning mechanisms where appropriate.

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

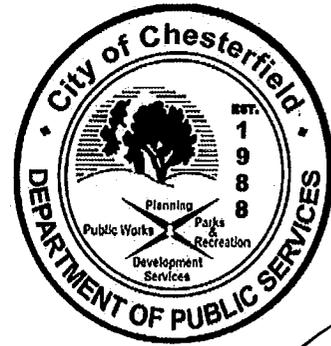
**The City of Chesterfield will use its best efforts to become a disaster-resistant community by supporting and participating in The All Hazard Plan and hazard identification and risk assessment to implement mitigation practices that can reduce vulnerability for citizens and property.**

Mayor  Date Nov. 2, 2009

City Administrator  Date 11/2/09

ATTEST:  
  
CITY CLERK

**MEMORANDUM**



*✓ MBH  
4/28/15*

**DATE:** April 13, 2015

**TO:** Michael Herring, City Administrator

**FROM:** *MG* Mike Geisel, Director of Public Services

**RE:** Capital Needs - HVAC equipment replacement

As you recall, Staff previously identified several future large capital projects or replacements that could not reasonably be funded through the normal annual operating budget. These projects were presented to the Finance and Administration Committee of Council in conjunction with Staff's proposal to create a Capital Replacement\Project fund. While there was a general consensus to fund the projects with the General Fund – Fund Reserves in excess of the 40% reserve policy, and that such projects could not, and should not be incorporated into the normal annual General Fund budgeting the F&A Committee elected not to create the Capital Replacement\Project Fund at that time. Staff was directed to bring such projects forward to Committee as needs may dictate.

As was previously described, I recommend that the City Hall HVAC rooftop equipment be replaced in 2015. As previously described, our maintenance staff has replaced multiple main circulating fan motors, bearings, other fan motors and have completed extensive repairs to date. Already this spring, we experienced a significant failure of RTU-1 and replaced yet another main circulating fan (> 5 hp) motor. This is the third such motor replacement in the last 9 months. The anticipated major malfunctions have begun. I further recommend that City Council authorize that this project be funded by a transfer from General Fund – Fund Reserves, in an amount not to exceed \$600,000. This figure includes structural engineering, equipment, labor, crane rental and control system updates for Roof Top units (RTU) 1, 2, 3, 4, 5, Condensor Units (CU) 1 & 2, as well as the MUA/Evaporator.

City Hall was completed and occupied in 2001. The building is in excellent condition and has been maintained consistently at a high level. These rooftop units are not commodities that can be purchased from shelf stock. If a complete unit failure occurs, portions of City Hall would be without HVAC service for a minimum of six weeks while a new replacement unit is designed, permitted, purchased, built to specifications and then placed with a crane on the roof of City Hall. Further, the existing HVAC units utilize R22 refrigerant, which has been phased out due to environmental reasons. While it is still available, it is increasingly expensive to recharge the system. A thirty pound drum of R22 refrigerant to recharge a unit

costs approximately \$600, while a thirty pound drum of the newer R410 refrigerant can be purchased at a cost of \$75. Each of the HVAC units listed below has three or more internal compressors. In each of the last three years, we have replaced at least three compressors, at a cost of \$5,000 for each compressor. In addition, we are regularly and repeatedly replacing individual condenser fan motors. As these units age, their efficiency is reduced. Clearly this level of maintenance is a further indication that these units are used heavily and are approaching the latter phases of their useful life. Generally, the units described control the environment in the following spaces.

RTU-1	First Floor
RTU-2	Police Department
RTU-3	Second Floor (Public Services)
RTU-4	Second Floor (Administration & Finance)
RTU-5	Council Chambers
AHU-1 / CU-1	Lower Level
CU - 2	Information Technology Server Room

**I request that this information be forwarded to the Planning and Public Works Committee of City Council and I further recommend that the City Council consider a supplemental appropriation of \$600,000, from the General Fund - Fund Reserves, for the planned replacement of the HVAC equipment described above. If funded, staff would expect to complete this work in 2015.**

Finance Director Craig White has updated the estimated 2015 end of year General Fund - Fund Reserve balance to be \$4.28 million over the 40% reserve policy. I have separately processed a recommendation to accept the grant request to construct the Chesterfield Parkway East Pedestrian bridge. The cumulative impact of both requests, if approved by City Council, would reduce the excess fund reserve balance to \$2,925,821 OVER the specified 40% reserve requirement. The estimated end of year total General Fund - Fund Reserves is approximately \$14 million, still more than \$2.9 million over the 40% reserve threshold.

If City Council approves this project recommendation and funding allocation, Staff will compile bid packages and seek competitive proposals. As is normally the case, once bids have been received, Staff will forward a contract recommendation for Council approval. This request is simply to gain Council authorization and funding commitment to initiate the project.

Should you have questions or need additional information, please let me know.

Cc Craig White, Finance Director  
Jim Eckrich, Public Works Director \ City Engineer

→ P/PW COMMITTEE

OK'd  
JWS  
4/14/15

SEE BILL #

3021

✓ MGA  
4/28/15

**City Council  
Memorandum  
Department of Public Services**



**To:** Michael Herring, City Administrator  
**From:** Aimee Nassif, Planning and Development Services Director  
**Date:** April 27, 2015  
**CC Date:** May 4, 2015

**RE: P.Z. 11-2014 THF Chesterfield Development LLC (The Commons):** A request for an ordinance amendment to Ordinance 2081 to modify development criteria and use restrictions for a 160.195 acre tract of land zoned "C-8" Planned Commercial District located between US Highway 40/Interstate 64 and Edison Avenue and East of RHL Drive (17T140253, 17U340067, 17U330112, 17T130166, 17T110212, 17T140143, 17U320102, 17U340089, 17U340100, 17U340111, 17U340144, 17T140341, 17T130144, 17U340155, 17U330091, 17T130089, 17T140165, 17T130155, 17U340090, 17T130133, 17U330123, 17U330101, 17T140132, 17T130210, 17T140187, 17U340078, 17T130188, 17T140088, 17T140330, 17U330255, 17U330321, 17T120741, 17U330288, 17T140101).

**On April 22, 2015, the Petitioner submitted a request that the first reading scheduled for that same day be held until the May 4, 2015 City Council meeting. This request was approved by the City Council.** Originally, this project was scheduled for first reading approval on February 18, 2015 but was subsequently requested to be held by the Petitioner. On March 16, 2015 the item was on the Council agenda again and the Petitioner requested first reading to be held and for the project to be sent back to Planning and Public Works Committee for further discussion. This request was approved by the City Council and was reconsidered by the Planning & Public Works Committee on March 19, 2015. At this meeting, the Committee directed staff to work with the Petitioner and draft language for the first Greensheet Amendment regarding extended hours of operation for contractors only. This language is attached to this report as a separate Greensheet for Council consideration.

The second directive given to staff was to contact the Monarch Fire Protection District regarding the fourth Greensheet Amendment which would change the internal traffic flow of the site. **Monarch Fire Protection District (the District) has communicated concerns after reviewing this item and recommends that traffic flow would remain two-way.** Regardless of signage dictating that emergency vehicles may access the site from either direction, the District feels that this would negatively impact their access to the site.

Additionally, the District has stated that the seasonality of the traffic flow changing from two-way to one-way would also create challenges for the District's emergency vehicles. In light of this comment from the District, the Petitioner is requesting that the City Council not accept the fourth Greensheet Amendment.

In total, the PPW Committee recommended five (5) Greensheet Amendments by a vote of 4-0. The Committee also recommended by a vote of 4-0 that staff have further discussions with the Petitioner and prepare language pertaining to hours of operation for contractors on a separate Greensheet.

Attached to the legislation, please find a copy of each of the two Greensheet Amendment sheets, the Attachment A with Exhibits A and B (showing the outdoor storage areas), and the Outboundary Survey.

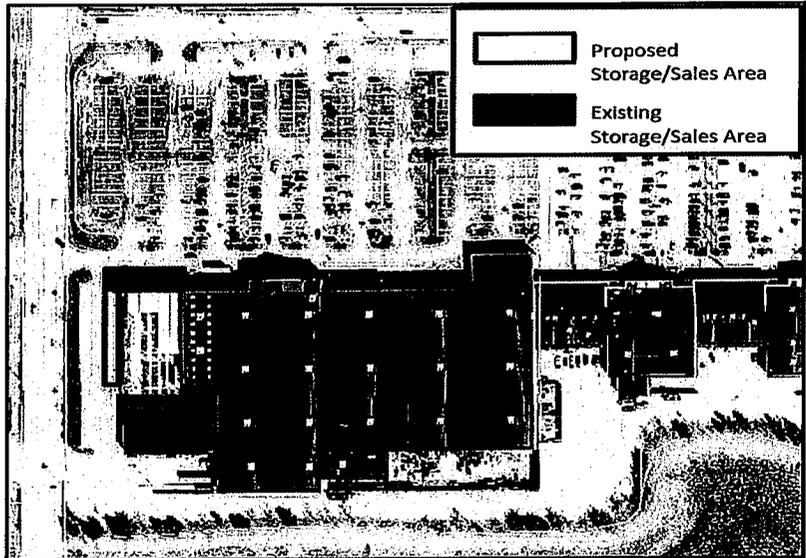
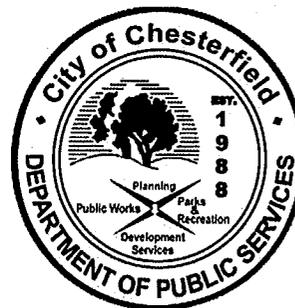


Figure 1



Figure 2

SEE BILL#  
3034  
✓ MBW  
4/28/15



# City Council Memorandum

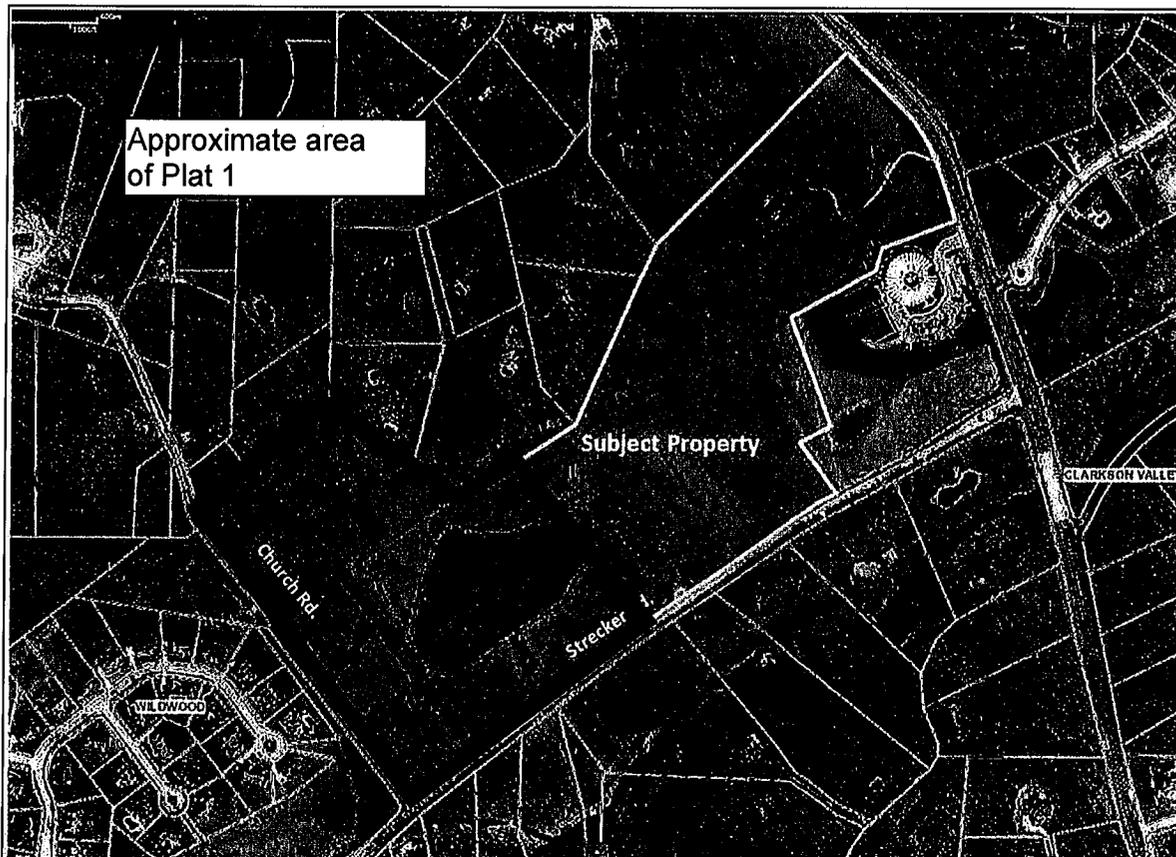
## Department of Public Services

**To:** Michael Herring, City Administrator  
**From:** Aimee Nassif, Planning and Development Services Director  
**Date:** April 27, 2015  
**CC Date:** **May 4, 2015**  
**Re:** **Arbors at Kehrs Mill – Plat 1:** A Record Plat for a 27.055 acre tract of land zoned “PUD” Planned Unit Development District located north of the intersection of Strecker Road and Church Road

The Sterling Company, on behalf of Arbors at Kehrs Mill, LLC., has submitted a request for a Subdivision Plat for a 27.055 acre tract which proposes twenty-six (26) new lots and interior streets. The purpose of this plat is to establish the twenty-six (26) lots for development and to provide for necessary infrastructure.

On April 13, 2015, the Planning Commission recommended approval of the Record Plat for the Subdivision of Arbors at Kehrs Mill with a vote of 6-0.

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



SEE BILL #  
3025  
✓ MBH  
4/28/15



# City Council Memorandum

## Department of Public Services

**To:** Michael Herring, City Administrator  
**From:** Aimee Nassif, Planning and Development Services Director  
**Date:** April 27, 2015  
**CC Date:** **May 4, 2015**  
**Re:** **Arbors at Kehrs Mill – Plat 2:** A Record Plat for a 31.093 acre tract of land zoned “PUD” Planned Unit Development District located north of the intersection of Strecker Road and Church Road

The Sterling Company, on behalf of Arbors at Kehrs Mill, LLC., has submitted a request for a Subdivision Plat for a 31.093 acre tract which proposes eighteen (18) new lots and interior streets. The purpose of this plat is to establish the eighteen (18) lots for development and to provide for necessary infrastructure.

On April 13, 2015, the Planning Commission recommended approval of the Record Plat for the Subdivision of Arbors at Kehrs Mill with a vote of 6-0.

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



## **PROPOSED BUDGET AMENDMENTS**

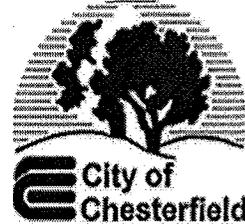
As is our custom and practice, every year at this time, Finance Director Craig White prepares a list of budget adjustments which, while being “house-keeping” in nature, require formal review/approval by City Council. Mr. Craig’s list includes either **amendments or re-appropriations of previously-approved expenditures**, to bring the **FY2014 Budget** in line with actual activity. I join with Mr. Craig in recommending your approval.

If you have any questions, please contact Mr. Craig or me prior to Monday’s City Council meeting.

MEMORANDUM

DATE: April 27, 2014  
TO: Michael Herring, City Administrator  
FROM: <sup>CDW</sup> Craig D. White, Finance Director  
SUBJECT: Requested Budgeted Amendments

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Attached, please find the numerical summary for budget amendments and reappropriations to bring the 2014 budget in-line with actual activity. The adjustments are “house-keeping” in nature but require approval by the City Council. As you can see, they either amend the budget for items approved by Council or they are transfers that DO NOT impact the overall originally budgeted expenditures.

**Budget Amendments** – These items were originally approved by City Council

**Budget Reappropriations** – These are the outstanding purchase orders as of December 31, 2014 which have been approved by City Council, but were still in process at year end. The reappropriations LOWER the 2014 budgeted amount while increasing the 2015 budgeted amount.

✓ MGH  
4/27/15

## Budget Amendments needed for FY2014

Please note, budget amendments change the original budgeted amounts. These amendments were either previously approved by City Council, or are "housekeeping" items. They do NOT change the budgeted amount unless approved by Council.

Division	Account Name	Increase Budget	Decrease Budget	Justification
<b>General Fund</b>				
Central Services	Advertising		69,500.00	Reclassify advertising expense
Parks Fund	Advertising	69,500.00		
General Fund	Transfers Out	160,000.00		Record BA for Wilson Road
<b>Capital Improvement Fund</b>	Transfers In	160,000.00		
Capital Improvement Fund	Professional Services	160,000.00		
Street Maintenance	Salaries overtime	26,400.00		2013 / 2014 Snow Removal
Vehicle Maintenance	Salaries overtime	6,100.00		
Street Maintenance	Residential Street Tree Program	55,000.00		Increase funding for street tree replacement program
Information Technology	Computer Equipment	180,000.00		Phone Purchase Approval

Street Maintenance	Miscellaneous Contractual	15,253.00		City Hall Fountain Repair - Investigative Work
Central Services	Legal Services	11,887.77		To allocate fund reserves set aside for sales tax related legal services to actual expenditures incurred during the year.
Central Services	Legal Services	39,470.00		Council improvement payment of legal settlement to Union Electric.
General Fund - Transfers Out	Transfers Out	874,000.00		To record allocation of General Fund - Fund Reserves towards the Parks GO Bonds.
Debt Service Fund		874,000.00		
General Fund	Transfers Out	34,462.76		To record transfer for TDD reimbursable expenditures made by the Capital Improvement Sales Tax Fund during FY2014.
Capital Improvement Fund	Transfers In	34,462.76		
General Fund	Transfers Out	87,500.00		Surety for completion of landscaping - Reserve at Chesterfield. Council authorized funding with General Fund - Fund Reserves.
Capital Improvement Fund	Transfers In	87,500.00		
Capital Improvement Fund	Miscellaneous Contractual	87,500.00		

<b>Parks Sales Tax Fund</b>				
Parks	Projects	297,384.00		Record BA for Rivers edge Park grant
Parks	Salaries overtime	11,200.00		2013 / 2014 Snow Removal
<b>Capital Improvement Sales Tax Fund</b>				
Capital Projects	Miscellaneous Contractual	22,719.00		City Hall Fountain Repair
<b>Sewer Lateral Fund</b>				
Sewer Lateral	Repair Sewer Lateral			Repair expenses slightly higher than budgeted in 2013. Paid for by strong reserves in Sewer Lateral Fund
<b>Police Forfeiture Fund</b>				
Police Forfeiture	Police Personnel Expenditures	72,019.82		Police Forfeiture proceeds may only be spent on specific police expenditures. Expenditures are made based on receipts, requiring amendments at year end. Note that \$1,470,000 was transferred from RCCEEG to the Chesterfield PD in 2013 and then back to RCCEEG in 2014.
Police Forfeiture	Police - Professional Funds	1,470,000.00		
Police Forfeiture	Training	150.00		

<b>COPS Refunding</b>				
2009A Parks Phase II COPS	Principal payment		315,000.00	To reduce scheduled principal, interest and fee payments and record refunding of COPS via distribution to escrow with related transfer in.
2009A Parks Phase II COPS	Interest expense		40,827.50	
2009A Parks Phase II COPS	Trustee/Agent Fees		500.00	
2009A Parks Phase II COPS	Bond Escrow	2,805,827.50		
<b>2009A Parks Phase II COPS</b>	<b>Transfer in</b>	<b>2,805,827.50</b>		
2009B Parks Phase II COPS	Interest expense		162,815.76	To reduce scheduled interest and fee payments and record refunding of COPS via distribution to escrow with related transfer in.
2009B Parks Phase II COPS	Trustee/Agent Fees		1,800.00	
2009B Parks Phase II COPS	Bond Escrow	5,867,796.26		
<b>2009B Parks Phase II COPS</b>	<b>Transfer in</b>	<b>5,867,796.25</b>		
2014 COPS Refunding	Principal payment	400,000.00		To record proceeds from refunding certificates of participation along with related costs and transfers to other funds.
2014 COPS Refunding	Interest expense	51,070.28		
2014 COPS Refunding	Cost of issuance	162,241.00		
2014 COPS Refunding	Transfers out	8,673,623.75		
<b>2014 COPS Refunding</b>	<b>Premium on refunding</b>	<b>236,604.70</b>		
<b>2014 COPS Refunding</b>	<b>Bond proceeds</b>	<b>8,600,000.00</b>		
<b>2014 COPS Refunding</b>	<b>Transfers In</b>	<b>451,070.28</b>		
Parks Sales Tax Fund	Transfers Out		69,873.00	To reduce parks sales tax fund transfers out for savings realized through COPS refunding.

PO #	Vendor	Description	Amount	Expensed	Remaining
2014-00000051	NEW WORLD SYSTEMS	LOGOS UPGRADES	8,610.00	7,422.00	1,188.00
2014-00000048	KRONOS, INC.	Kronos Upgrade (Licenses and software)	9,586.00	4,636.00	4,950.00
2014-00000112	STOCK & ASSOCIATES	PLN-PS - ENGINEERING SERVICES-LAND SURVEY FOR THE DOORACK PROPERTY	2,800.00	0.00	2,800.00
2011-00000071	APWA	AUTHORIZATION TO BECOME AN ACCREDITED PW AGENCY	10,000.00	8,800.00	1,200.00
2013-00000069	GEOTECHNOLOGY INC.	GEOTECHNICAL FOR RIPARIAN TRAIL	15,810.00	0.00	15,810.00
2014-00000090	OATES ASSOCIATES	WILSON ROAD CULVERT-NORTH	8,500.00	7,265.00	1,235.00
2014-00000023	BRECKENRIDGE MATERIAL CO.	CONCRETE MATERIAL	120,000.00	101,431.26	18,568.74
2014-00000026	FRED WEBER INC.	LIMESTONE AGGREGATE	30,000.00	15,110.76	14,889.24
2014-00000027	FRED WEBER INC.	HOT MIX ASPHALT	25,000.00	10,244.83	14,755.17
2014-00000054	COMPASS MINERALS AMERICA INC	2014-2015 DEICING SALT	187,890.00	168,027.00	19,863.00
2014-00000092	LOU FUSZ FORD, INC.	FOLDING HARD TONNEAU COVER	1,125.00	0.00	1,125.00
	VARIOUS	CNG EXPENDITURES (USE FY2014 UNALLOCATED FUNDS)	125,000.00	0.00	125,000.00
2014-00000103	THE NEWSMAGAZINE NETWORK	ADVERTISING	7,665.00	0.00	7,665.00
2014-00000109	KWIK COPY PRINTING	BROCHURE-BECOME A PROUD MEMBER	784.00	0.00	784.00
2014-00000110	GEIGER BROS	PLAYING CARDS	1,785.50	1,760.71	24.79
2014-00000113	PONY CORP	STREET POLE BANNERS	13,824.23	0.00	13,824.23
2014-00000043	SECURITY EQUIPMENT SUPPLY	CVAC/POOL SECURITY CAMERAS	22,574.00	21,445.30	1,128.70
2014-00000089	MIDWEST-EXCELSIOR INC.	RESTRAP POOL CHAIRS AND LOUNGERS	4,234.00	0.00	4,234.00
2014-00000098	COUNTRY FISH FARM LLC	AMPHITHEATER LAKE STOCKING	1,500.00	0.00	1,500.00
2014-00000099	LADEDA ENTERTAINMENT & EVENTS, INC.	CONCERT	4,000.00	0.00	4,000.00
2014-00000101	3-J PRODUCTIONS, LLC	CONCERT	5,500.00	0.00	5,500.00
2014-00000102	PAQUIN ENTERTAINMENT GROUP INC.	CONCERT	5,000.00	0.00	5,000.00
2014-00000104	FOX, JR., ROBERT LEE	CONCERT	2,500.00	0.00	2,500.00
2014-00000107	MULCH-TECH	MULCH - CITY HALL - SIDE HILL	3,360.00	0.00	3,360.00
2014-00000108	MULCH-TECH	MULCH-CLAYTON ROAD	3,570.00	0.00	3,570.00
2014-00000052	CENTURY INDUSTRIES, LLC	PORTABLE TICKET BOOTH	17,952.00	0.00	17,952.00
2014-00000058	FRED WEBER INC.	LIMESTONE AGGREGATE AT PRICE OF \$8.40 PER TON OF AGGREGATE	5,025.00	1,354.50	3,670.50
2014-00000059	BRECKENRIDGE MATERIAL CO.	CONCRETE AT THE PRICE OF \$69.00 PER CUBIC YARD OF CONCRETE	24,975.00	9,398.50	15,576.50
2014-00000074	MUNIE GREENCARE PROFESSIONALS	RIVERS EDGE TRAIL	108,000.00	66,135.00	41,865.00
2014-00000076	SCHNEIDER CONSTRUCTION SERVICES	RIVER'S EDGE PARK	105,000.00	95,042.56	9,957.44
2014-00000084	JOST GREENHOUSES	PLANT MATERIAL	3,508.80	0.00	3,508.80
2014-00000093	LANDMARK SIGN COMPANY LLC	CVAC ENTRY SIGN	23,509.63	0.00	23,509.63
2014-00000115	GARLAND COMMERCIAL RANGES, LTD	FLAT GRIDDLE GRILL	12,877.00	0.00	12,877.00
2014-00000117	RUPRECHT MASONRY, LLC	PIERS FOR CVAC SIGNAGE	4,200.00	0.00	4,200.00
2014-00000116	B & J FOOD SERVICE EQUIPMENT OF MISSOURI INC	GRIDDLE PLATENS, ELECTRIC	13,373.93	0.00	13,373.93
2014-00000094	LANDMARK SIGN COMPANY LLC	RIVER'S EDGE PARK SIGN	9,191.46	0.00	9,191.46
2014-00000050	NATIVE LANDSCAPE SERVICES	STEWARDSHIP GRANT PROJECT	9,500.00	4,465.00	5,035.00
2014-00000073	NUCOAT SEALING LLC	CRACK SEALING PROJECT 2014	150,000.00	34,834.60	115,165.40
2013-00000049	CDG ENGINEERS ARCHITECTS PLANNERS, INC	ENGINEERING SERVICES- APPALACHIAN TRAIL PHASE II	175,000.00	147,625.10	27,374.90
2013-00000066	INTUITION & LOGIC	RIPARIAN TRAIL BANK STABILIZATION PROJECT-2013-PW-09	63,000.00	54,755.52	8,244.48
2013-00000091	POWERS BOWERSOX ASSOCIATES, INC.	VETERAN'S HONOR PARK- PHASE ONE SCHEMATIC DESIGN 2014-PW-06	70,000.00	48,776.20	21,223.80
2014-00000007	HOWARD R GREEN COMPANY	2013-PW-06 ENGINEERING SERVICES-SOUTH GREENTRAILS DR.	183,000.00	149,381.14	33,618.86
2014-00000022	TSI ENGINEERING, INC	TESTING/INSPECTION SERVICES FOR LADUE ROAD RECONSTRUCTION	108,000.00	76,089.77	31,910.23
2014-00000025	HR GREEN, INC.	WILD HORSE CREEK AND LONG ROAD BEAUTIFICATION PROJECT	65,000.00	59,040.76	5,959.24
2014-00000041	OATES ASSOCIATES	WILSON ROAD CULVERT REPLACEMENT 2014-PW-08	160,000.00	151,880.85	8,119.15
2014-00000046	MOTOROLA	PORTABLE RADIOS	55,000.00	37,802.25	17,197.75
2012-00000064	MISSOURI DEPARTMENT OF TRANSPORTATION	ROUTE 141 ENHANCEMENT PROJECT	404,337.00	276,199.55	128,137.45
2014-00000049	MILLSTONE WEBER LLC	LADUE ROAD IMPROVEMENT PROJECT	2,490,000.00	2,330,669.90	159,330.10
2014-00000091	LAWN GROOMERS, INC	TIMBERLAKE MANOR PARKWAY LANDSCAPING	3,189.00	0.00	3,189.00
2014-00000053	SBC CONTRACTING	2014 SIDEWALK REPLACEMENT PROJECT	200,000.00	165,806.92	34,193.08

## **NEW BUSINESS**

At the April 22 City Council meeting, I was authorized/directed to place, on the May 4 City Council meeting AGENDA, the following MOTION, which will be made by Councilmember Elliot Grissom:

“I make a motion to direct the City Attorney to prepare an ordinance, amending Ordinance No. 12, designating the President Pro Tem of City Council as that person responsible for coordinating a process by which Councilmembers are assigned and Chairpersons are determined re: the following City Council Committees: Finance and Administration; Parks and Recreation; Planning and Public Works; Public Health and Safety; Said process to result in four Councilmembers per Committee, one Councilmember per Ward per Committee and one Chairperson per Ward. The ordinance prepared is also to specify that the current President Pro Tem shall be responsible for coordinating, each year, the process by which a new President Pro Tem is selected for the following year. Finally, the ordinance shall specify that the President Pro Tem’s recommendations for Committee Assignments, Chairpersons and President Pro Tem shall be submitted to a vote, by all members of City Council, at the first meeting following the Municipal election and must receive a SIMPLE MAJORITY VOTE APPROVAL, from those present and voting. Assuming this motion is approved, I would ask our City Administrator to place this ordinance on the AGENDA for the May 18 City Council meeting, for FIRST READING APPROVAL.”

If you have any questions, please contact either Councilmember Grissom, or me, prior to Monday’s meeting.

## **LIQUOR LICENSE REQUEST**

As detailed in the enclosed MEMO, prepared by Andrea Majoros, Business Assistance Coordinator, Staff is recommending approval of an addition of a Sunday liquor license to sell all kinds of intoxicating liquor by the drink for:

**Koreana, located at 13456 Olive Blvd.**

Both our Police Department and the Planning/Development Services Division of the Dept. of Public Services, recommend your approval.

Please let me know, prior to Monday's meeting, if you have any questions.



## **MEMORANDUM**

**DATE:** April 27, 2015

**TO:** Michael G. Herring, City Administrator

**FROM:** Andrea Majoros, Business Assistance Coordinator *am*

**SUBJECT:** **Liquor License Request – Koreana**

---

**KOREANA, 13456 Olive Blvd** has requested the addition of a Sunday liquor license to sell all kinds of intoxicating liquor by the drink. They currently hold a full liquor license for Monday through Saturday.

Mr. George Krohr is the Managing Officer.

With City Council approval at the Monday, May 4, 2015 City Council meeting, I will immediately issue this license.

**LEGISLATION**

- BILL NO. 3026** ESTABLISHES A GREEN COMMUNITY PROGRAM; DESCRIBING THE PROJECTS AND PROGRAMS AUTHORIZED TO BE FUNDED BY THE PROGRAM; AND PROVIDING OTHER MATTERS RELATING THERETO. **(SECOND READING; PLANNING AND PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**
- BILL NO. 3031** AUTHORIZES THE CITY ADMINISTRATOR TO EXECUTE A TRANSPORTATION ALTERNATIVES FUNDS PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSRUCTION OF A NEW PEDESTRIAN BRIDGE OVER INTERSTATE 64 ADJACENT TO CHESTERFIELD PARKWAY EAST. **(FIRST READING; PLANNING/PUBLIC WORKS RECOMMENDS APPROVAL)**
- BILL NO. 3032** PERTAINS TO THE ACCEPTANCE OF PORTIONS OF OAK STAND PATH AND WILLOW WEALD PATH AS PUBLIC STREETS IN THE CITY OF CHESTERFIELD **(FIRST READING; PLANNING/PUBLIC WORKS RECOMMENDS APPROVAL)**
- BILL NO. 3033** PERTAINS TO THE ACCEPTANCE OF TODD EVAN TRAIL AS A PUBLIC STREET IN THE CITY OF CHESTERFIELD **(FIRST READING; PLANNING/PUBLIC WORKS RECOMMENDS APPROVAL)**

AN ORDINANCE OF THE CITY OF CHESTERFIELD MISSOURI, ESTABLISHING A GREEN COMMUNITY PROGRAM; DESCRIBING THE PROJECTS AND PROGRAMS AUTHORIZED TO BE FUNDED BY THE PROGRAM; AND PROVIDING OTHER MATTERS RELATING THERETO.

WHEREAS, Chesterfield, Missouri (the "City") is a city duly organized and operating under the Constitution and laws of the State of Missouri (the "State"); and

WHEREAS, Section 301(a) of the Tax Extenders and Alternative Minimum Tax Relief Act of 2008 added Section 54D (as amended by Section 1112 of the American Recovery and Reinvestment Act of 2009, "Section 54D") to the Internal Revenue Code of 1986, as amended (the "Code"), to authorize states and political subdivisions to issue qualified energy conservation bonds ("QECBs") for one or more Qualified Conservation Purposes (as defined in Section 54D); and

WHEREAS, among such Qualified Conservation Purposes are "capital expenditures incurred for purposes of implementing green community programs (including the use of loans, grants, or other repayment mechanisms to implement such programs)" (as used herein, "Green Community Programs"); and

WHEREAS, the City desires to establish a Green Community Program to be financed in part with the proceeds of QECBs to be issued by the Missouri Clean Energy District (the "District"); and

WHEREAS, the aim of the Green Community Program is the reduction of fossil fuel consumption in the City so as to: (a) reduce the climate effects of greenhouse gas production; (b) reduce energy costs of the City and City residents; (c) increase the City's energy independence; and (d) provide an example for others to follow; and

WHEREAS, this Ordinance is being adopted to provide an initial description of the Green Community Program and to set forth certain projects to be included therein.

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

**Section 1. Establishment of the Chesterfield, Missouri, Green Community Program.** The City hereby establishes the Chesterfield, Missouri, Green Community Program (the "Program") as a Green Community Program within the meaning of Section 54D. The Program shall include, but not be limited to, the projects and programs listed below:

(a) Area of Operation. The Program shall operate exclusively within Chesterfield, Missouri, the entirety of which is hereby designated the "Chesterfield, Missouri, Green Community."

(b) Energy Efficiency Improvements. Any acquisition, installation, or modification on or of publicly or privately owned property designed to reduce the energy consumption of such property, including but not limited to:

- (i) Insulation in walls, roofs, attics, floors, foundations, and heating and cooling distribution systems;
- (ii) Storm windows and doors, multiglazed windows and doors, heat-absorbing or heat-reflective windows and doors, and other window and door improvements designed to reduce energy consumption;
- (iii) Automatic energy control systems;
- (iv) Heating, ventilating, or air conditioning distribution system modifications and replacements;
- (v) Caulking and weatherstripping;
- (vi) Replacement or modification of lighting fixtures to increase energy efficiency of the lighting system without increasing the overall illumination of the building unless the increase in illumination is necessary to conform to applicable state or local building codes;
- (vii) Energy recovery systems; and
- (viii) Daylighting systems;

(c) Renewable Energy Improvements. Any acquisition and installation of a fixture, product, system, device, or combination thereof on publicly or privately owned property that produces energy from renewable resources, including, but not limited to photovoltaic systems, solar thermal systems, wind systems, biomass systems, or geothermal systems.

(d) Funding for Energy Efficiency Improvements and Renewable Energy Improvements to Privately Owned Properties. Financing of loans and grants to owners of residential, commercial and other properties located in the City for energy efficiency and renewable energy improvements to such properties.

(e) Additional Projects and Programs. Any other project or program not included in the foregoing which is now or hereafter permitted to be financed with proceeds of QECBs.

(f) Approvals Required. All projects and programs proposed to be financed with proceeds of QECBs pursuant to this Ordinance must be approved by the District prior to the use or disbursement of bond proceeds on such project or program.

**Section 2. Future Additions to Program.** The projects and programs listed in Section 1 hereof are not intended to represent an exhaustive description of the potential projects and programs to be included in the Program. The City Council intends and expects that

additional projects and programs will be added to the Program by future Ordinances as such projects and programs are developed.

**Section 3. Confirmation of Prior Acts.** All actions not inconsistent with the provisions of this Ordinance heretofore taken by the City Council and the officers and employees of the City are hereby ratified, approved and confirmed.

**Section 4. Repealer.** All prior acts, orders or resolutions, or parts thereof, by the City in conflict with this Ordinance are hereby repealed, except that this repealer shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

**Section 5. Severability.** If any section, paragraph, clause or provision of this Ordinance shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Ordinance, it being the intention that the various sections hereof are severable.

**Section 6. Effective Date.** This Ordinance shall be in full force and effect from and after its passage of the City Council and approval by the Mayor.

This Ordinance has been adopted this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

(SEAL)

ATTEST:

\_\_\_\_\_  
CITY CLERK

BILL NO. 3031

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

**AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A TRANSPORTATION ALTERNATIVES FUNDS PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSRUCTION OF A NEW PEDESTRIAN BRIDGE OVER INTERSTATE 64 ADJACENT TO CHESTERFIELD PARKWAY EAST.**

WHEREAS, the City of Chesterfield was successful in obtaining a reimbursement grant for the construction of a pedestrian bridge adjacent to Chesterfield Parkway East over Interstate 64; and

WHEREAS, in order to proceed with the project, TAP-5410(626), the City needs to enter into a TAP Program Agreement with the Missouri Highways and Transportation Commission; and

WHEREAS, the City Council of Chesterfield, Missouri, after careful consideration of the matter and thorough discussion with the City Attorney, authorized the City Administrator of Chesterfield to enter into a TAP Program Agreement similar in form to that attached as Exhibit A;

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

Section 1. The City Council of the City of Chesterfield hereby authorizes the City Administrator to act on behalf of the City of Chesterfield to enter into an Agreement with the Missouri Highways and Transportation Commission relative to the construction of a new pedestrian bridge over Interstate 64 adjacent to Chesterfield Parkway East.

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

First Reading held \_\_\_\_\_

# MEMORANDUM



**DATE:** April 15, 2015

**TO:** Michael G. Herring, ICMA - CM  
City Administrator

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

**RE:** Chesterfield Parkway East Pedestrian Bridge  
Funding Authorization  
Program Agreement Acceptance  
Contract for Engineering Services

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As you are aware, for some time the City of Chesterfield has sought funding for the construction of an independent pedestrian bridge over Interstate 64 (Highway 40) adjacent to the Chesterfield Parkway East overpass. The City invested in the engineering design for a pedestrian bridge 2010, and plans were completed in 2012. At that time City Council reserved \$420,000 of the General Fund - Fund Reserves for this project, in the hopes that Staff could obtain a grant to fund at least a portion of the project. From 2010 through 2013 City Staff submitted multiple grant applications through various grant programs, none of which were successful.

In 2014, City Staff submitted yet another grant application seeking funding for this project through the Transportation Alternatives Program (TAP). I am pleased to report that this grant application was successful, and that the City has been approved to receive up to \$900,000 of TAP funds. The total project cost is estimated to be \$2,075,000. This includes the costs for updating the design, notifying and coordinating with other governmental agencies and the affected utilities, acquiring right of way and easements, constructing the project, material testing, and inspection services. The full City share to complete this project is estimated to be \$1,175,000. As such, the prior \$420,000 General Fund - Fund Reserve set aside must be supplemented by an additional allocation of \$755,000.

Accordingly, **I request that this information be placed on the next Planning and Public Works Committee agenda for discussion and recommendation.** It is my recommendation that the Committee recommend to the full City Council, **to fund the City share of the project with an additional allocation from the General Fund - Fund Reserve in excess of the 40% reserve**

**policy, in the amount of \$755,000, which results in a cumulative budgetary transfer in the amount of \$1,175,000.** As recommended, this action will concurrently authorize budgetary amendments to increase both the expenditure and grant revenues associated with this project.

As you are also aware, Finance Director Craig White has updated the estimated 2015 end of year General Fund – Fund Reserve balance to be \$4.28 million over the 40% reserve policy.

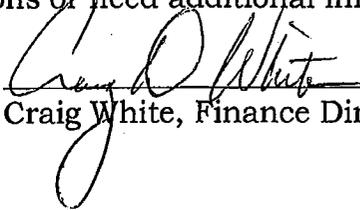
Assuming City Council desires to proceed with the project, and authorizes the funding, a Program Agreement must be executed by the City and returned to MODOT. The Program Agreement contains the same standard language used within the other federally funded projects (Appalachian Trail, Greentrails South Drive, Ladue Road, Timberlake Manor Drive), and has been reviewed by the City Attorney. A copy of the Agreement has not been included in this packet, but is available upon request. A memorandum from Civil Engineer Zachary Wolff detailing the Program Agreement is attached.

This project will require engineering services to review and revise the necessary plans to meet all current standards, resubmit the plans to utilities and other governmental agencies, create the right of way and easement exhibits, prepare the bidding and construction documents, and provide structural drawing review during construction. In accordance with MODOT standards, which must be met due to the TAP funding, the City of Chesterfield has selected HR Green to perform these services, and has negotiated a scope and corresponding fee of \$80,031. The scope does not include construction services and material testing, which will be contracted separately closer to the bid date. A memorandum from Civil Engineer Zachary Wolff is attached which provides further details on the proposed engineering services contract with HR Green. A copy of the contract has not been included in this packet, but has been reviewed by the City Attorney and is available upon request.

In addition to the recommendation above, I also recommend that the Planning and Public Works Committee recommend to the full City Council, **to approve the Program Agreement with the Missouri Highways and Transportation Commission (via ordinance) and authorize the City Administrator to execute an Engineering Services Contract with HR Green in the amount of \$84,000.** This amount is included in the funding authorization recommended above.

Should you have questions or need additional information, please let me know.

Concurrence:

  
\_\_\_\_\_  
Craig White, Finance Director

✓ MGLH  
4/15/15

Chesterfield Parkway East Pedestrian Bridge  
April 15, 2015  
Page 3

Cc Michael O. Geisel, Director of Public Servcies

# MEMORANDUM



**DATE:** April 14, 2015  
**TO:** James A. Eckrich, PE – Public Works Director/City Engineer  
**FROM:** Zachary S. Wolff, PE - Civil Engineer  
**RE:** Chesterfield Parkway Pedestrian Bridge – TAP-5410(621)  
Transportation Alternatives Funds - Program Agreement

Original plans for the Chesterfield Parkway Pedestrian Bridge (2009-PW-19) were completed in 2012 by HR Green. As you are aware, the City of Chesterfield applied for and was recently awarded Transportation Alternative Program (TAP) funds in an amount up to \$900,000 for the construction of this project. The project includes a new pedestrian bridge along Chesterfield Parkway over US-40, replacing and adding sidewalk along the west side of Chesterfield Parkway from approximately 500 feet north of Conway Road to Schoettler Valley Drive, and ADA improvements to the traffic signals and curb ramps at the Conway Road intersection. With these improvements the only link missing to complete the "Pathway on the Parkway" would be from Schoettler Valley Drive to Clarkson Road.

The total estimated project cost is \$2,075,000. This amount includes an estimated \$125,000 for final design and right-of-way/easement acquisition, \$1,800,000 for construction, and \$150,000 for construction engineering and materials testing. The City is responsible for 100% of the cost for preliminary engineering, right-of-way and easement acquisition, and construction engineering, and 50% of the cost of construction (up to a maximum match of \$900,000). The City's total estimated share for the project is \$1,175,000. The anticipated project schedule includes final design and right-of-way acquisition in 2015 and construction in 2016-2017.

In order for MoDOT to obligate the federal funds for construction of this project the City of Chesterfield needs to enter into a TAP program agreement with the Missouri Highways and Transportation Commission (attached). **I recommend requesting authorization to execute the enclosed TAP program agreement and appropriate the necessary funding for all portions of the project. In accordance with the attached April 6<sup>th</sup> letter from MoDOT, the agreement must be approved via ordinance and a minimum of three (3) executed copies of the agreement and ordinance need to be returned to MoDOT.**

Provided this TAP program agreement is approved and executed there will be at least three (3) separate agreements (preliminary engineering, construction, and construction engineering) with consultants and contractors to successfully carry out this project.

If you have questions or need additional information, please let me know. Thanks.

Attachments: TAP Program Agreement

cc: File - 2009-PW-19A Chesterfield Parkway Pedestrian Bridge

Missouri Department of Transportation

1590 Woodlake Drive  
Chesterfield, Missouri 63017-5712  
314.275.1500  
Fax: 573.522.6475  
1.888.ASK MODOT (275.6636)

April 6, 2015

James A. Eckrich, P.E.  
Public Works Director / City Engineer  
City of Chesterfield  
690 Chesterfield Pkwy W  
Chesterfield, MO 63017-0760

RE: City of Chesterfield  
Chesterfield Pkwy Sidewalk and Ped. Bridge  
Federal Project No. TAP-5410(626)  
TIP# 6542-16  
Draft Program Agreement, Programming Comments

Dear Mr. Eckrich:

This federal aid project is shown in the regional Transportation Improvement Program (TIP) and has been assigned a federal project number of TAP-5410(626). Please use this number on all future project correspondence. **In order for the City to remain eligible for federal reimbursement for Design, Right of Way, or Construction activities, the City must first obtain MoDOT approval.** This project will be administered per the direction given in the Local Public Agency (LPA) Manual. The LPA Manual can be viewed at MoDOT's website.

**Federal Aid Program Agreement**

Enclosed for your review is a draft copy of the TAP program agreement for the above noted project. This agreement must be fully executed by the City and by the Missouri Highways and Transportation Commission (MHTC) before obligation of federal funds and authorization of reimbursable work. Federal Form 1273, 'Required Contract Provisions for Federal Aid Construction Contracts' (which outlines the requirements of the Federal-Aid process) is attached to the draft program agreement. If this program agreement is acceptable to the City, then please return a minimum of three executed copies of the agreement to this office. You may send more than three copies if your agency prefers more than one fully executed copy. Each copy of the program agreement must include a copy of the location map labeled "Exhibit A" and a copy of Form 1273 labeled "Exhibit B". Also submit a copy of the City's applicable enabling ordinance. Please note that the person authorized to sign the agreement per the enabling ordinance will be required to provide signatures on the executed program agreements. MoDOT will forward the agreements to the MHTC for execution and will return a fully executed program agreement to your office.

**Consultant Contracts/Preliminary Engineering/Construction Engineering Costs**

Federal funds for Preliminary Engineering have not been programmed for this project. Design work may begin at any time since this work is not reimbursable.



*Our mission is to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri.*

[www.modot.org](http://www.modot.org)

**Design Criteria**

The City's engineer of record for this project will be considered responsible for determining the appropriate design parameters chosen, see LPA 136.7.2.7. If any improvements are to occur on MoDOT right of way, the project design criteria that will be used will need to be approved by MoDOT.

**Environmental Requirements**

The TIP application for this project has been forwarded to MoDOT Environmental Division to determine if a programmatic Categorical Exclusion (CE-2) will be applied for this project. The status of the CE-2 determination will be forwarded to your office as soon as possible.

**Utilities, Public Meetings, Preliminary Plan Submittal**

All utility companies that are affected by this project should be notified of the project scope and project schedule at this time. Utility company comments may affect preliminary plan development. As stated in the LPA manual, public hearings are required for certain projects. If a public hearing is required for this project, please provide this office with a copy of the advertisement for the public hearing that is to be published.

**ADA requirements**

The Americans with Disabilities Act (ADA) requires that all facilities must be designed to current accessibility standards. When final plans for this project are submitted to MoDOT for review, the plans will need to include enough detail to show that sidewalks, curb cuts, detectable warning panels, etc., meet ADA requirements.

Once preliminary plans are complete, please submit an electronic copy of the plans via CD for review/approval.

If you have any questions please contact me at [Thomas.McCloskey@modot.mo.gov](mailto:Thomas.McCloskey@modot.mo.gov) or (314) 453-1831.

Sincerely,



Tom McCloskey  
District Design Liaison  
MoDOT

Copy: Sonya Pointer – East West Gateway

# MEMORANDUM



**DATE:** April 14, 2015  
**TO:** James A. Eckrich, PE – Public Works Director/City Engineer  
**FROM:** Zachary S. Wolff, PE - Civil Engineer  
**RE:** Chesterfield Parkway Pedestrian Bridge – TAP-5410(621)  
Engineering Services Contract 2009-PW-19A

Original plans for the Chesterfield Parkway Pedestrian Bridge project (2009-PW-19) were completed in 2012 by HR Green. As you are aware, the City of Chesterfield was recently awarded a Transportation Alternatives Program (TAP) grant in an amount up to \$900,000 for the construction of this project. A separate memo recommending approval of the TAP program agreement and associated project funding has been provided to you.

The TAP program agreement includes federal funding for construction of the project. The preliminary engineering, right-of-way, and construction engineering portions of the project will be paid for with City funds only. According to MoDOT's April 6<sup>th</sup> letter, preliminary engineering work for the project may begin at any time.

In order for the City to remain eligible for federal reimbursement for construction of the project all work must be done in accordance with the Local Public Agency (LPA) Manual. Since the consultant contract was anticipated to be less than \$100,000 the City utilized the LPA On-Call Consultant selection option. This option allowed the City to select a firm directly from the LPA On-Call Consultant list. Since HR Green provided the original design and the original designer is still employed by HR Green, they were the logical choice to review and revise the original engineering plans and prepare them for construction.

Staff has negotiated a scope and corresponding fee of \$80,031.00 with HR Green to provide the necessary engineering services to review and revise the existing plans, resubmit the plans to outside agencies for review and approval, prepare the right-of-way, easement, bidding and construction documents, and provide engineering drawing review during construction.

**Contingent upon approval of the TAP program agreement for the Chesterfield Parkway Pedestrian Bridge and appropriation of the necessary funding, I recommend requesting authorization to execute the enclosed Engineering Services Contract with HR Green, Inc. in an amount not to exceed \$84,000.00. This amount includes an approximate 5% allowance for contingency funding to account for unforeseen conditions and/or additional work.**

If you have questions or need additional information, please let me know. Thanks.

Attachments: HR Green Engineering Services Contract

cc: File - 2009-PW-19A Chesterfield Parkway Pedestrian Bridge

BILL NO. 3032

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

**AN ORDINANCE PERTAINING TO THE ACCEPTANCE OF PORTIONS OF OAK STAND PATH AND WILLOW WEALD PATH AS PUBLIC STREETS IN THE CITY OF CHESTERFIELD**

WHEREAS, the City of Chesterfield has approved the construction of Oak Stand Path, and Willow Weald Path; and

WHEREAS, the streets were intended to be public streets and were therefore constructed to the design standards of the Department of Public Services of the City of Chesterfield.

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

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

(1) Oak Stand Path: Approximately 755 feet; from Pine Copse Path to Oak Stand Ct. Book 359, Pages 195-196

(5) Willow Weald Path: Approximately 1,037 feet; from Pine Copse Path to Oak Stand Ct. Book 359, Pages 195-196 and Book 361, Page 69

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

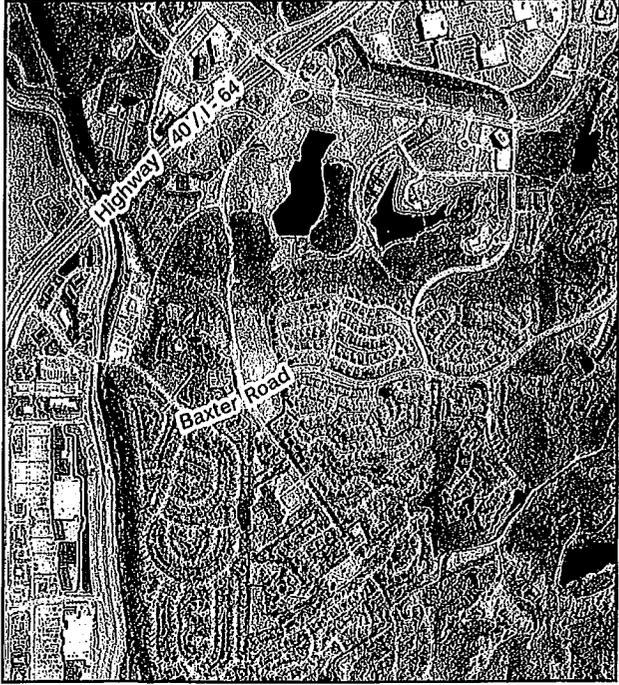
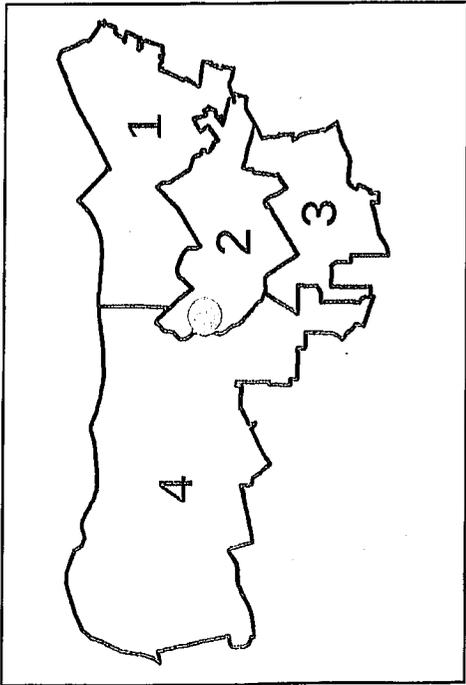
\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

[FIRST READING HELD: \_\_\_\_\_ ]



Public Street Acceptance -  
The Reserve at Chesterfield  
Village (Plats 2 and 3)



III.F



**DATE:** March 20, 2015  
**TO:** Michael G. Herring, ICMA-CM  
City Administrator  
**FROM:** James A. Eckrich, P.E. *JAE*  
Public Works Director / City Engineer  
**RE:** Public Street Acceptance  
Reserve at Chesterfield Village Subdivision Plats 2 and 3

---

Public Services Staff has recently conducted inspections of the Reserve at Chesterfield Village Plats 2 and 3 Subdivision. As part of these inspections we have determined that the following streets meet the City of Chesterfield's design and construction standards for acceptance as a public street:

- Oak Stand Path
- Willow Weald Path

Attached are a draft ordinance and a map showing the above referenced streets.

**Action Recommended**

This matter should be forwarded to the Planning and Public Works Committee for its consideration of the attached ordinance authorizing acceptance of the above described streets. If the Planning and Public Works Committee recommends approval, the matter shall be forwarded to City Council.

*✓ MGH*  
*3/22/15*

Cc: Michael O. Geisel, Director of Public Services  
Aimee Nassif, Planning and Development Services Director

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BILL NO. 3033

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

**AN ORDINANCE PERTAINING TO THE ACCEPTANCE OF TODD EVAN TRAIL AS A PUBLIC STREET IN THE CITY OF CHESTERFIELD**

WHEREAS, the City of Chesterfield has approved the construction of Todd Evan Trail; and

WHEREAS, the street was intended to be a public street and was therefore constructed to the design standards of the Department of Public Services of the City of Chesterfield.

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

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

Todd Evan Trail:	Approximately 1560 feet; from Wilson Avenue to cul-de-sac. Book 355, Page 406
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Section 2. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

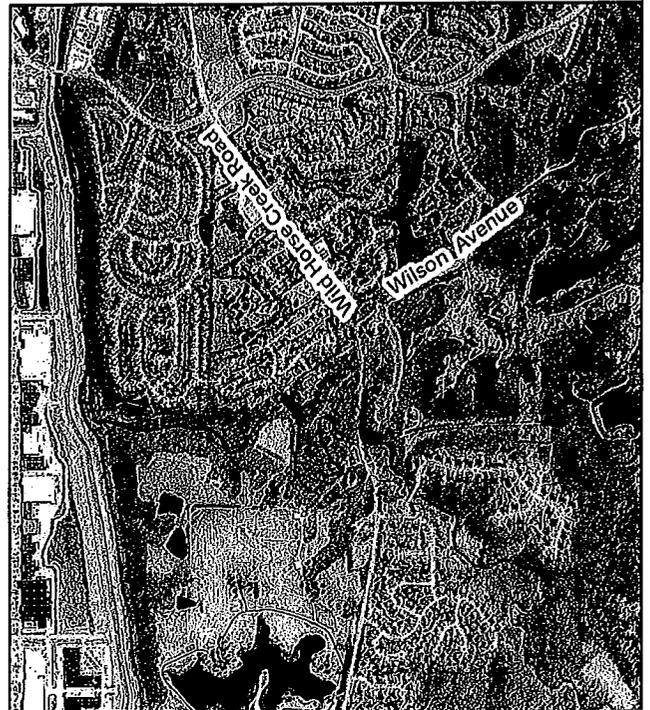
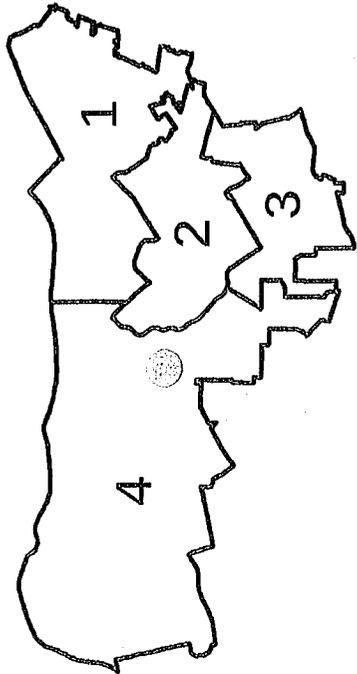
ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

[FIRST READING HELD: \_\_\_\_\_ ]

Public Street Acceptance -  
Todd Evan Trail



**III.G**



**DATE:** April 16, 2015  
**TO:** Michael G. Herring, ICMA-CM  
City Administrator  
**FROM:** James A. Eckrich, P.E. *JAE*  
Public Works Director / City Engineer  
**RE:** Public Street Acceptance  
Wilson Creek

---

Public Services Staff has recently conducted an inspection of the Wilson Creek Subdivision. As part of this inspection we have determined that the following street meets the City of Chesterfield's design and construction standards for acceptance as a public street:

- Todd Evan Trail

Attached are a draft ordinance and a map showing the above referenced street.

**Action Recommended**

This matter should be forwarded to the Planning and Public Works Committee for its consideration of the attached ordinance authorizing acceptance of the above described street. If the Planning and Public Works Committee recommends approval, the matter shall be forwarded to City Council.

*ok'd  
JMS  
4/17/15*

Cc: Michael O. Geisel, Director of Public Services  
Aimee Nassif, Planning and Development Services Director

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**LEGISLATION - PLANNING COMMISSION**

**BILL NO. 3021** REPEALS CITY OF CHESTERFIELD ORDINANCE NUMBER 2081 TO MODIFY DEVELOPMENT CRITERIA AND USE RESTRICTIONS FOR A 160.195 ACRE TRACT OF LAND ZONED "C-8" PLANNED COMMERCIAL DISTRICT LOCATED BETWEEN US HIGHWAY 40/INTERSTATE 64 AND EDISON AVENUE AND EAST OF RHL DRIVE ( P.Z. 11-2014 THF CHHESTERFIELD DEVELOPMENT LLC [THE COMMONS] - 17T140253, 17U340067, 17U330112, 17T130166, 17T110212, 17T140143, 17U320102, 17U340089, 17U340100, 17U340111, 17U340144, 17T140341, 17T130144, 17U340155, 17U330091, 17T130089, 17T140165, 17T130155, 17U340090, 17T130133, 17U330123, 17U330101, 17T140132, 17T130210, 17T140187, 17U340078, 17T130188, 17T140088, 17T140330, 17U330255, 17U330321, 17T120741, 17U330288, 17T140101) **(FIRST READING; PLANNING COMMISSION RECOMMENDS APPROVAL; PLANNING/PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL, AS DETAILED IN THE ATTACHED GREEN SHEET)**

**BILL NO. 3025** AMENDS THE ZONING ORDINANCE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF A "LLR" LARGE LOT RESIDENTIAL DISTRICT AND AN "NU" NON-URBAN DISTRICT TO A NEW "LLR" LARGE LOT RESIDENTIAL DISTRICT FOR A 35.097 ACRE TRACT OF LAND LOCATED ON THE NORTH SIDE OF WILD HORSE CREEK ROAD WEST OF ITS INTERSECTION OF GREYSTONE MANOR PARKWAY AND EAST OF ITS INTERSECTION WITH TARA OAKS DRIVE (P.Z. 01-2015 BARAT ACADEMY FOUNDATION [17831, 17815, 17803 WILD HORSE CREEK ROAD] – 18V130099, 18V140098, 18V140065) **(SECOND READING; PLANNING COMMISSION RECOMMENDS APPROVAL)**

**BILL NO. 3034** PROVIDES FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE ARBORS AT KEHRS MILL PLAT 1, A 27.055 ACRE TRACT OF LAND ZONED "PUD" PLANNED UNIT DEVELOPMENT DISTRICT LOCATED NORTH OF THE INTERSECTION OF STRECKER ROAD AND CHURCH ROAD. **(FIRST AND SECOND READINGS; PLANNING COMMISSION RECOMMENDS APPROVAL)**

**BILL NO. 3035** PROVIDES FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE ARBORS AT KEHRS MILL PLAT 2, A 31.093 ACRE TRACT OF LAND ZONED "PUD" PLANNED UNIT DEVELOPMENT DISTRICT LOCATED NORTH OF THE INTERSECTION OF STRECKER ROAD AND CHURCH ROAD. **(FIRST AND SECOND READINGS; PLANNING COMMISSION RECOMMENDS APPROVAL)**

**BILL NO. 3021**

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

**AN ORDINANCE REPEALING CITY OF CHESTERFIELD ORDINANCE NUMBER 2081 TO MODIFY DEVELOPMENT CRITERIA AND USE RESTRICTIONS FOR A 160.195 ACRE TRACT OF LAND ZONED "C-8" PLANNED COMMERCIAL DISTRICT LOCATED BETWEEN US HIGHWAY 40/INTERSTATE 64 AND EDISON AVENUE AND EAST OF RHL DRIVE ( P.Z. 11-2014 THF CHHESTERFIELD DEVELOPMENT LLC [THE COMMONS] - 17T140253, 17U340067, 17U330112, 17T130166, 17T110212, 17T140143, 17U320102, 17U340089, 17U340100, 17U340111, 17U340144, 17T140341, 17T130144, 17U340155, 17U330091, 17T130089, 17T140165, 17T130155, 17U340090, 17T130133, 17U330123, 17U330101, 17T140132, 17T130210, 17T140187, 17U340078, 17T130188, 17T140088, 17T140330, 17U330255, 17U330321, 17T120741, 17U330288, 17T140101) .**

**WHEREAS**, the petitioner, Cedar Creek Consulting Inc. on behalf of THF Chesterfield Development, LLC, has requested an ordinance amendment to modify development criteria and use restrictions specific to the easternmost and westernmost anchor tenants for a 160.195 acre tract of land zoned "C-8" Planned Commercial District located between US Highway 40/Interstate 64 and Edison Avenue and east of RHL Drive; and,

**WHEREAS**, a Public Hearing was held before the Planning Commission on October 13, 2014; and,

**WHEREAS**, the petitioner, subsequent to the Public Hearing, added items to the request pertaining to the easternmost anchor tenant which were not previously requested; and,

**WHEREAS**, the Planning Commission, having considered said request, recommended approval of the ordinance amendment; and,

**WHEREAS**, the Planning and Public Works Committee, having considered said request, recommended approval of the ordinance amendment with amendments to the hours of operation and outdoor storage restrictions; and,

**WHEREAS**, the City Council, having considered said request voted to approve the ordinance amendment request with the amendments to the hours of operation and outdoor storage restrictions.

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

**Section 1.** The City of Chesterfield Ordinance Number 2081 is hereby repealed and those conditions therein are incorporated into the Attachment A, which is attached hereto and made part hereof for Chesterfield Commons described as follows:

A tract of land being a part of Lots 1, 2, 3 and 4 of the Subdivision of Ludwell Bacons Estate, and part of Lots 1-10 of the Herman Ficke Estate Subdivision, in US Surveys 125 and 2031, and more recently described as Lots 1-5, 7 and 8 of Chesterfield Commons Subdivision recorded in Plat Book 848, pages 554-564, Township 45 North, Range 4 East, City of Chesterfield, St. Louis County, Missouri, said tract being further described as follows:

Beginning at a point located at the right of way intersection of the south right of way Chesterfield Airport Road and the west right of way of RHL Drive and running along Chesterfield Airport Road the following: N 89 degrees 35 minutes 06 seconds E for 229.87 feet; S 89 degrees 16 minutes 09 seconds E for 300.06 feet; S 86 degrees 36 minutes 03 seconds E for 120.27 feet; N 89 degrees 35 minutes 06 seconds E for 465.64 feet; N 00 degrees 24 minutes 54 seconds W for 8.00 feet; N 89 degrees 35 minutes 06 seconds E for 266.36 feet; N 88 degrees 26 minutes 21 seconds E for 300.06 feet; N 89 degrees 35 minutes 06 seconds E for 263.00 feet; S 86 degrees 36 minutes 00 seconds E for 120.27 feet; N 89 degrees 35 minutes 06 seconds E for 456.35 feet; N 00 degrees 24 minutes 54 seconds W for 8.00 feet; N 89 degrees 35 minutes 06 seconds E for 903.56 feet; S 86 degrees 36 minutes 13 seconds E for 120.35 feet; N 89 degrees 35 minutes 06 seconds E for 84.35 feet; N 89 degrees 35 minutes 16 seconds E for 213.41 feet; N 89 degrees 35 minutes 06 seconds E for 24.23 feet; N 00 degrees 24 minutes 54 seconds W for 8.00 feet; N 89 degrees 35 minutes 06 seconds E for 170.18 feet; thence leaving said right of way S 00 degrees 25 minutes 35 seconds E for 274.49 feet to a point; thence N 89 degrees 23 minutes 53 seconds

E for 33.87 feet to a point; S 01 degrees 37 minutes 21 seconds W for 966.48 feet to a point on the south right of way of Edison Avenue; thence along Edison Avenue the following: S 81 degrees 50 minutes 20 seconds W for 626.18 feet; along a curve concave to the north having a radius of 630.00 feet, an arc of 249.73 feet and a chord of N 86 degrees 48 minutes 19 seconds W for 248.10 feet; N 75 degrees 26 minutes 57 seconds W for 192.15 feet; along a curve concave to the south having a radius of 570.00 feet, an arc of 457.10 feet and a chord of S 81 degrees 34 minutes 39 seconds W for 444.95 feet; S 58 degrees 36 minutes 17 seconds W for 188.91 feet; along a curve concave to the north having a radius of 630.00 feet, an arc of 232.73 feet and a chord of S 69 degrees 11 minutes 16 seconds W for 231.41 feet; S 79 degrees 46 minutes 13 seconds W for 1418.90 feet; S 81 degrees 29 minutes 05 seconds W for 804.00 feet to a point; thence leaving said right of way N 00 degrees 21 minutes 46 seconds E for 1854.62 feet to a point; thence along Chesterfield Airport Road N 89 degrees 35 minutes 06 seconds E for 5.51 feet to the Point of Beginning. Said tract contains 140.692 acres. The above described area contains acreage with the rights of way of Chesterfield Commons Drive, Edison Avenue and RHL Drive. The above described is not to be used for property conveyance. This description should be used to describe a tract of land located in C8 Zoning District.

A tract of land being a part of Lots 1, 2, 3 and 4 of the Subdivision of Ludwell Bacons Estate, and part of Lots 1-10 of the Herman Ficke Estate Subdivision, in US Surveys 125 and 2031, and more recently described as Lot 6 of Chesterfield Commons Subdivision recorded in Plat Book 848, pages 554-564, Township 45 North, Range 4 East, City of Chesterfield, St. Louis County, Missouri, said tract being further described as follows:

Beginning at a point located on the north right of way of Chesterfield Airport Road said point being the southwest most corner of Lot 6 as shown on plat recorded in Plat Book 848, pages 554-564; thence leaving said right of way the following: N 42 degrees 15 minutes 54 seconds W for 66.72 feet; N 05 degrees 53 minutes 06 seconds E for 173.86 feet; N 43 degrees 23 minutes 35 seconds E for 70.24 feet; N 80 degrees 53 minutes 31 seconds E for 812.67 feet; N 85 degrees 33 minutes 19 seconds E for 363.07 feet; S 84 degrees 06 minutes 54 seconds E for 174.63 feet; N 00 degrees

58 minutes 49 seconds E for 21.08 feet; S 84 degrees 06 minutes 54 seconds E for 827.17 feet; S 82 degrees 12 minutes 21 seconds E for 300.17 feet; S 84 degrees 06 minutes 54 seconds E for 116.61 feet; S 01 degrees 38 minutes 32 seconds W for 303.22 feet to a point located on the north right of way of Chesterfield Airport Road; thence along said right of way S 89 degrees 35 minutes 06 seconds W for 975.52 feet; N 86 degrees 36 minutes 09 seconds W for 120.33 feet; S 89 degrees 35 minutes 06 seconds W for 451.70 feet; S 00 degrees 24 minutes 54 seconds E for 8.00 feet; S 89 degrees 35 minutes 06 seconds W for 482.96 feet; N 89 degrees 16 minutes 09 seconds W for 84.32 feet; N 85 degrees 30 minutes 27 seconds W for 284.15 feet; S 89 degrees 35 minutes 06 seconds W for 189.42 feet to the Point of Beginning. Said tract contains 22.753 acres less and except a tract of land containing 2.646 area as described on a plat entitled "Country Club Car Wash Express; The above described area contains acreage with the rights of way of Chesterfield Commons Drive, Edison Avenue and RHL Drive. The above described is not to be used for property conveyance. This description should be used to describe a tract of land located in C8 Zoning District.

Less and except a parcel of land as described; Beginning at a point located on the north right of way of Chesterfield Airport Road N 00 degrees 24 minutes 54 seconds W for 438.27 feet to a point; thence S 84 degrees 06 minutes 54 seconds E for 163.06 feet to a point; thence N 00 degrees 58 seconds 49 seconds E for 21.08 feet to a point; thence S 84 degrees 06 minutes 54 seconds E for 105.04 feet to a point; thence S 00 degrees 24 seconds 54 seconds E for 429.92 feet to a point on the north right of way of Chesterfield Airport Road; thence along said right of way S 89 degrees 35 minutes 06 seconds W for 266.99 feet to the Point of Beginning. Said tract contains 2.646 acres more or less.

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

**Section 3.** The City Council, pursuant to the petition filed by Cedar Creek Consulting Inc. on behalf of THF Chesterfield Development, LLC in P.Z. 11-2014, requesting the amendment embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 13<sup>th</sup> day of October 2014, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

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

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

FIRST READING HELD: \_\_\_\_\_

**PZ 11-2014 Greensheet Amendment (Hours of Operation Only)**

**The Planning and Public Works Committee, by a vote of 4-0, directed Staff to draft language regarding the Hours of Operation on a separate Green Sheet for consideration by the City Council:**

**AMENDMENT 1:**

Section I. Permitted Uses, B. 3. page 1. Revise the following language:

3. ~~Hours of operation for retail sales at the westernmost anchor store of Chesterfield Commons shall be limited to 6 a.m. to 11 p.m.~~ Hours of operation for all other retail sales shall be limited to 7 a.m. to 11 p.m.
4. The westernmost anchor store may be open on Monday thru Saturday, one hour earlier than above, for commercial contractors only. Access to the store during this time shall be restricted to the easternmost entrance on the north side of the store only.

*Please note, there is currently an item 4. in this section of the Attachment A. If this Amendment is approved, Staff will re-number the other necessary items accordingly.*

GREENSHEET

## **PZ 11-2014 Greensheet Amendments**

**The Planning and Public Works Committee recommended by a vote of 4-0 that the following changes be made to the Attachment A:**

### **AMENDMENT 2:**

Section I. Permitted Uses, B. 6. a. page 2. Revise the following language in the **first sentence** here:

- a. The area to be utilized for outdoor storage shall be limited to 5,000 sq. ft. as delineated on the attached Exhibit A and is permitted ~~year-round~~ for the period of March 15<sup>th</sup> until October 15<sup>th</sup> of each year. Holiday trees, flowers, pumpkins, and similar items shall be allowed until December 31<sup>st</sup>. All loading of materials shall occur along the western side of the building and not along the front drive.

### **AMENDMENT 3:**

Section I. Permitted Uses, B. 6. b. page 2. Revise the following language:

- a. ~~Materials in the storage area shall not be stored in shipping containers or on pallet racks.~~ Materials allowed in all outdoor storage areas shown on Exhibit A shall be limited to plants, soil, mulch, and other related landscape materials, along with Christmas trees, Halloween pumpkins, flowers and similar materials. Said items shall not be stored in shipping containers or on pallet racks.

### **AMENDMENT 4:**

Section I. Permitted Uses, B. 6. page 2. Add the following language:

- f. During times of outdoor storage in areas along the western side of the existing garden center, as depicted in Exhibit A, traffic along the internal drive parallel to RHL Boulevard shall be restricted to one-way traffic traveling north to south with appropriate directional signage

*Please note, there is currently an item f. in this section of the Attachment A. If this Amendment is approved, Staff will re-number the other necessary items accordingly.*

**AMENDMENT 5:**

Section I. Permitted Uses, B. 6. g. page 2. Add the following language:

- g. The seasonal outdoor storage area shall be limited to approximately 3,000 sq. ft. as delineated on the attached Exhibit B. Storage in this area shall be restricted to a height of ten (10) feet.

Greensheet

## ATTACHMENT A

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

### **I. PERMITTED USES**

- A. The uses allowed in this "C-8" Planned Commercial District shall be:
1. Retail
  2. Offices
  3. Hotel and motels
  4. Restaurants, sit down
  5. Restaurants, fast food
  6. Recreational and entertainment facilities, including indoor theaters
  7. Financial Institutions
  8. Outdoor storage as restricted in Section B below.
- B. The above uses in the "C-8" Planned Commercial District shall be restricted as follows:
1. The number of buildings constructed shall be based on the development's ability to comply with the parking regulations of the City of Chesterfield Unified Development Code.
  2. Total square footage of buildings in this development shall not exceed 1,185,400 square feet. The square footage constructed shall be based on the development's ability to comply with the parking regulations of the City of Chesterfield Unified Development Code.
  3. Hours of operation for retail sales at the westernmost anchor store of Chesterfield Commons shall be limited to 6 a.m. to 11 p.m. Hours of operation for all other retail sales shall be limited to 7 a.m. to 11 p.m.
  4. All deliveries and trash pick-ups shall be limited to the hours from 7 a.m. to 10 p.m.
  5. No vehicles shall remain on the premises with idling engines between 11 p.m. and 7 a.m.
  6. The use listed in A(8) above shall be limited to the westernmost and easternmost anchor stores of Chesterfield Commons and the following shall also apply:

### **Westernmost Anchor**

- a. The area to be utilized for outdoor storage shall be limited to 5,000 sq. ft. as delineated on the attached Exhibit A and is permitted year-round. All materials stored in this area shall be limited to a height of eight (8) feet.
- b. Materials in the storage area shall not be stored in shipping containers or on pallet racks.
- c. A 44 inch wide aisle in front of each gate, giving clear access to the drive aisle on the north side of the area shall be provided.
- d. Materials stored inside existing fencing on the site shall not extend or be visible above the fence line.
- e. The privacy screening shall be extended from the rear to the western portion of the fenced area.

### **Easternmost Anchor**

- f. Seasonal outdoor storage shall be limited to the period starting on October 15<sup>th</sup> and ending on January 31<sup>st</sup> of the following year.
- g. The seasonal outdoor storage area shall be limited to approximately 3,000 sq. ft. as delineated on the attached Exhibit B.
- h. The year-round outdoor storage shall be limited to approximately 2,500 sq. ft. as delineated on the attached Exhibit B.
- i. Outdoor storage in both areas delineated on Exhibit B shall be permitted in portable storage containers designed, constructed, and used for temporary storage of goods, merchandise, and supplies offered for sale or used by the easternmost anchor tenant. No dumpster or receptacle used for the disposal of solid waste may be used for outdoor storage.
- j. During times that it is used for storage purposes, the seasonal outdoor storage area delineated on Exhibit B shall be screened on all sides using sight-proof materials that match the existing architecture of the main building and the previously approved garden center as approved by the City of Chesterfield.

k. All screening, including gates, must not impede the flow of pedestrian or vehicular traffic.

7. No retail sales, storage or displays are permitted outside of enclosed buildings except as listed above.

## **II. FLOOR AREA, HEIGHT, BUILDING AND PARKING STRUCTURE REQUIREMENTS**

A. The following requirements will apply to the permitted uses:

1. Height

a. Buildings shall be limited to three (3) stories or forty-five (45) feet, whichever is less, as measured from the average finished ground elevation of the building. The above shall be exclusive of roof-top equipment.

## **III. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS**

Within eighteen (18) months from the preliminary development plan approval date by the City of Chesterfield and prior to issuance of any building permit, the developer shall submit to the City of Chesterfield for their review and approval, a Site Development Concept Plan. Within twelve (12) months of the Site Development Concept Plan approval date, the developer shall submit the first Site Development Section Plan to the City of Chesterfield for review and approval. Where due cause is shown by the developer, this time interval may be extended by the City of Chesterfield.

## **IV. POWER OF REVIEW**

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

## **V. GENERAL CRITERIA - CONCEPT PLAN**

### **A. The Site Development Concept Plan shall include the following:**

1. Outboundary plat and legal description of the property.
2. Conceptual location, design (with design statement), materials, and size, including height, of all proposed buildings, parking and loading areas, and lots.
3. Specific structure and parking setbacks along all roadways and property lines.
4. The size and approximate location of the proposed internal and adjacent roadway, major utility easements, necessary right-of-way dedications, road improvements, and curb cuts.
5. Existing and proposed contours at intervals of not more than one (1) foot, and extending one hundred fifty (150) feet beyond the limits of the site.
6. Preliminary stormwater and sanitary sewer facilities.
7. Show existing improvements, including roads and driveways on the opposite side of roadway adjacent to the site, and the location of significant natural features, such as wooded areas and rock formations, that are to remain or be removed
8. Comply with all preliminary plat requirements of the City of Chesterfield City Code.
9. The scale to which the Site Development Concept Plan will be drawn shall be no greater than one (1) inch equals one hundred (100) feet.

## **VI. GENERAL CRITERIA - SECTION PLANS**

### **A. Site Development Section Plans shall include the following:**

1. Location and size, including height, of all uses, buildings, parking and loading areas, light standards, fencing, free-standing signs, trash enclosures, and landscaping.
2. Existing and proposed contour intervals of not more than one (1) foot, and extending one hundred fifty (150) feet beyond the limits of the site.

3. Existing and proposed roadways, drives, and walkways on and adjacent to the property in question, including location of curb cuts.
4. Location and size of all parking areas.
5. A landscape plan, including, but not limited to, location, size and type of all plant and other material to be used.
6. Area of each building phase.
7. Show existing improvements, including roads and driveways on the opposite side of roadway adjacent to the site, and the location of significant natural features, such as wooded areas and rock formations, that are to remain or be removed.

#### **VII. SITE DEVELOPMENT PLAN SUBMITTAL OPTION**

In lieu of submitting a Site Development Concept Plan and Site Development Section Plans, the petitioner may instead submit a Site Development Plan for the entire development within eighteen (18) months of the date of approval of the Preliminary Development Plan by the City. Said Plan shall be submitted in accord with the combined requirements for Site Development Section and Concept Plans. The submission of Amended Site Development Plans by sections of this project to the Planning Commission shall be permitted if this option is utilized.

#### **VIII. GENERAL CRITERIA FOR SITE DEVELOPMENT PLAN**

A. The Site Development Plan will include the following:

1. Outboundary plat and legal description of the property.
2. Location and size, including height above sea level, of all buildings, parking and loading areas, light standards, fencing, free-standing signs, trash enclosures, and all other above-ground structures and landscaping.
3. Location map, north arrow, and plan scale.
4. Parking calculations.
5. Architectural elevations (with design statement) and materials of the proposed buildings.

6. Confirmation of compliance with the sky exposure plane and height restrictions as set forth in this ordinance.
7. Specific structure and parking setbacks along all roadways and property lines.
8. The size and approximate location of the proposed internal and adjacent roadway, major utility easements, necessary right-of-way dedications, road improvements, and curb cuts.
9. Existing and proposed contours at intervals of not more than two (2) feet, and extending one hundred fifty (150) feet beyond the limits of the site.
10. Existing improvements within one hundred fifty (150) feet of the site as directed. Road and driveways on the opposite side of roadways adjacent to the site, and the location of significant natural features, such as wooded areas and rock formations, that are to remain or be removed will be included.
11. All existing and proposed easements/rights-of-way on site and all existing or proposed off-site easements and rights-of-way required for utilities, storm water drainage, grading, or other improvements.
12. Prior to Site Development Plan approval, show all existing or proposed easements and right-of-way on site. The Site Development Plan and Tree Preservation Plan must be approved prior to clearing or grading.
13. The location of the proposed storm sewers, detention basins, sanitary sewers and connection(s) to existing systems.
14. Show existing improvements and the locations of significant natural features, such as wooded areas and rock formations that are to remain or be removed.
15. Comply with all preliminary plat requirements of the City of Chesterfield City Code.
16. The scale to which the Site Development Plan will be drawn will be no greater than one (1) inch equals one hundred (100) feet.

17. Provide comments/approvals from the appropriate Fire District, the Metropolitan St. Louis Sewer District, the St. Louis County Department of Highways and Traffic, the Spirit of St. Louis Airport, the Monarch Chesterfield Levee District, and the Missouri Department of Transportation.
18. Signed and sealed in conformance with the State of Missouri Department of Economic Development, Division of Professional Registration, Missouri Board for Architects, Professional Engineers and Land Surveyors requirements.

## **IX. SPECIFIC CRITERIA**

- A. The Site Development Concept and Section Plans or Site Development Plan shall illustrate adherence to the following specific design criteria. Information to be shown on the Site Development Concept Plan shall be limited to those items specified in Section A, General Criteria-Concept Plan.
  1. Structure Setbacks  

Structure setbacks will be determined on the Site Development Concept Plan. No building or structure, other than boundary walls, retaining walls, signs, light standards, flagpoles or fences, shall be located within the setbacks
  2. Parking and Loading Space Setbacks  

Parking and loading space setbacks will be determined on the Site Development Concept Plan.
  3. Parking and Loading Requirements
    - a. Parking and loading spaces for this development will be as required in the City of Chesterfield Unified Development Code.
    - b. Parking lots shall not be used as streets.
  4. Access
    - a. The number, location and geometry of access points to this development from Chesterfield Airport Road shall be limited to four (4) entrances on the south side and three (3) entrances on the north side in accordance with the addendum to the traffic impact study dated September 15, 1997, exception being: the eastbound right turn lane on Chesterfield Airport

Road at the development entrance opposite Boone's Crossing should be retained; dual northbound left turn lanes on the main development entrance should be retained; the easternmost driveway should contain channelization islands on the southeast as well as the southwest corners.

- b. Access to the office development should have no intersecting drive closer than two hundred (200) feet on the main entrance and one hundred (100) feet on the two secondary entrances as directed by the St. Louis County Department of Highways and Traffic.
- c. Outlots shall have no direct access to Chesterfield Airport Road. Cross access shall be provided between outlets. An interior loop road shall be provided.

5. Public/Private Road Improvements, Including Pedestrian Circulation

Roadway improvements include new interchanges on Highway 40/61, the extension of Edison Avenue through the southern portion of the site to Chesterfield Airport Road/Baxter Road, relocation of Old Olive Street to improve intersection geometrics and widening of Chesterfield Airport Road to five (5) traffic lanes with additional paved shoulders on both sides.

- a. Improve Chesterfield Airport Road full width across the entire frontage to a five-lane cross section with ten (10) foot stabilized shoulders in order to conform to the typical section with required tapers and including all storm drainage facilities as directed by the St. Louis County Department of Highways and Traffic. Verify handling of surface runoff will not require additional easement dedication.
- b. The developer shall provide any additional right-of-way and construct any improvements related to the construction of a full interchange on Highway 40/64 east of Boone's Crossing as required by the Missouri Department of Transportation, St. Louis County Department of Highways and Traffic, and/or the City of Chesterfield.
- c. Provide right of way dedication for Edison Avenue from the west property line of the site, adjacent to the Chesterfield Monarch Levee, to the connection with Old Olive Street. Right-of-way shall consist of a forty (40) foot right-of-way, with additional roadway improvement, maintenance, utility and drainage easement on both sides. The width of easements shall be a minimum of ten (10) feet. The City of Chesterfield may require additional width. The centerline radius of Edison Avenue

- shall be a minimum of five hundred seventy-five (575) feet; other standards shall be determined by the City of Chesterfield.
- d. On both sides of the subject development, provide forty (40) foot right-of-ways, with ten (10) foot minimum roadway improvement, maintenance, utility and drainage easements on both sides, between Edison Avenue and Chesterfield Airport Road. Construct a minimum twenty-six (26) foot pavement with seven (7) foot shoulders on both sides, and appurtenant storm drainage facilities as required by the City of Chesterfield. Additional widening at each end shall be provided to accommodate separate right and left turn approach lanes at the intersection. Parking shall be prohibited along both sides of this roadway. No curb cuts shall be permitted within two hundred (200) feet of the intersection of Chesterfield Airport Road and Edison Avenue with RHL Drive, Chesterfield Commons Crossing, JW Drive, or THF Boulevard.
  - e. Traffic signals shall be required along Chesterfield Airport Road at both main entrance intersections and the intersection with Boone's Crossing as directed by the St. Louis County Department of Highways and Traffic and/or the City of Chesterfield.
  - f. Provide a five (5) foot wide sidewalk, conforming to St. Louis County ADA standards, adjacent to the north side of Chesterfield Airport Road as directed by the St. Louis County Department of Highways and Traffic and the City of Chesterfield. Sidewalks shall be required on both sides of the three easternmost access drives on the south side of Chesterfield Airport Road. The sidewalks shall be constructed within public right-of-way or easement that provides sufficient width as determined by the City of Chesterfield.
  - g. Utility companies will require compensation for relocation of their utility facilities within public road right-of-way. Utility relocation costs shall not be considered as an allowable credit against the petitioner's traffic generation assessment contributions. Such delays will not constitute a cause to allow occupancy prior to completion of road improvements.

6. Traffic Study

- a. A traffic study including internal and external circulation will be provided for review and approval by the City of Chesterfield, the St. Louis County Department of Highways and Traffic, and the Missouri Department of Transportation.

7. Landscape Plan

- a. The development shall adhere to the Landscape and Tree Preservation Requirements of the City of Chesterfield Unified Development Code except as specifically noted elsewhere in this section.
- b. The developer shall submit a landscape plan in accord with Unified Development Code adopted by the Planning Commission, either as part of the appropriate Site Development Concept Plan or on a separate drawing to be reviewed as part of said plan, to comply with the following:
  1. A landscape buffer shall be required on both sides of Chesterfield Airport Road on the Site Development Concept Plan.
  2. All new required landscaping material shall meet the following criteria:
    - a) Deciduous trees - two (2) inch minimum caliper.
    - b) Evergreen trees - four (4) feet minimum height.
    - c) Shrubs - eighteen (18) inch minimum diameter.
- c. If the estimated cost of new landscaping indicated on the Site Development Section Plans as required by the Planning Commission exceeds one thousand (\$1,000) dollars, as determined by a plant nursery, the petitioner shall furnish a surety for two (2) years sufficient in amount to guarantee the installation of said landscaping and for an additional (2) years for guaranteeing the maintenance of said landscaping.

8. Sign Requirements

- a. A sign package will be submitted to the City of Chesterfield in conjunction with the Site Development Concept Plan.

- b. Freestanding project identification signs shall have landscaping, which may include, but not be limited to, shrubs, annuals, and other materials, adjacent to the sign base or structural supports. If the outline area and/or a height increase for the freestanding project identification sign is requested, the required landscaping for the sign will be subject to Planning Commission approval.
- c. Ornamental Entrance Monument construction, if proposed, shall be reviewed by the City of Chesterfield, and/or the St. Louis County Department of Highways and Traffic, for sight distance considerations prior to installation or construction.
- d. No advertising signs, temporary signs, portable signs or attention getting devices shall be permitted in this development.

9. Light Requirements

- a. The location and height of all light standards shall be as approved by the Planning Commission on the appropriate development plan. No on-site illumination source shall be so situated that light is cast directly on adjoining properties or public roadways. Illumination levels shall comply with the City of Chesterfield Unified Development Code.

10. Architectural Elevations

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

11. Monarch-Chesterfield Levee District

- a. The developer shall dedicate necessary property and construct improvements to the levee as directed by the Monarch Chesterfield Levee District.

12. Miscellaneous

- a. Mechanical equipment will be adequately screened by roofing or other material as approved by the Planning Commission
- b. If any work is proposed in, near or above the natural watercourse through this site, a hydrologic/hydraulic study evaluating the impacts of the proposed work shall be provided as directed by the City of Chesterfield. Said study shall evaluate impacts on the entire length of stream, and any maintenance requirements. Appropriate permits and approvals from other agencies shall also be provided.

**X. TRUST FUND CONTRIBUTION**

The developer shall contribute to the Chesterfield Valley Trust Fund (No. 556). This fund was created for roadway improvements, stormwater improvements, sanitary sewer facilities and water main improvements in the Chesterfield Valley Area.

The trust contribution consists of four components representing the improvement categories.

A. Road

The roadway improvement contribution is based on land and building use. The roadway contributions are necessary to help defray the cost of engineering, right-of-way acquisition, and major roadway construction in accordance with the Chesterfield Valley Road Improvement Plan on file with the St. Louis County Department of Highways and Traffic. The amount of the developer's contribution to this fund shall be computed on the basis of the following:

<u>Type of Development</u>	<u>Required Contribution</u>
Industrial	\$3,685.05/acre of gross acreage

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

Credits for roadway improvements required in condition will be awarded as directed by the St. Louis County Department of Highways and Traffic. Any portion of the roadway improvement contribution which remains, following completion of road improvements required by the development, shall be retained in the trust fund.

The roadway improvement contributions shall be deposited with the St. Louis County Department of Highways and Traffic. The deposit shall be made prior to the issuance of a Special Use Permit (S.U.P.) by St. Louis County Department of Highways and Traffic. Funds shall be payable to the Treasurer, St. Louis County.

**B. Water Main**

The primary water line contribution is based on gross acreage of the development land area. The contribution shall be a sum of \$486.43 per acre for the total area as approved on the Site Development Plan to be used solely to help defray the cost of constructing the primary water line serving the Chesterfield Valley area.

The primary water line contributions shall be deposited with the St. Louis County Department of Highways and Traffic. The deposit shall be made prior to approval of the Site Development Plan unless otherwise directed by the St. Louis County Department of Highways and Traffic. Funds shall be payable to the Treasurer, St. Louis County.

**C. Stormwater**

The stormwater contribution is based on gross acreage of the development land area. These funds are necessary to help defray the cost of engineering and construction improvements for the collection and disposal of stormwater from the Chesterfield Valley in accordance with the Master Plan on file with and jointly approved by St. Louis County and the Metropolitan St. Louis Sewer District. The amount of the stormwater contribution will be computed on the basis of \$1,534.99 per acre for the total area as approved on the Site Development Plan.

The stormwater contributions to the Trust Fund shall be deposited with the St. Louis County Department of Highways and Traffic. The deposit shall be made prior to the issuance of a Special Use Permit (S.U.P.) by St. Louis County Department of Highways and Traffic. Funds shall be payable to the Treasurer, St. Louis County.

**D. Sanitary Sewer**

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

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

The amount of this required contribution for the roadway, stormwater and primary waterline improvements, if not submitted by January 1, 1998 shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accord with the construction cost index as determined by the St. Louis County Department of Highways and Traffic.

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

## **XI. VERIFICATION PRIOR TO APPROVAL**

- A. Prior to approval of the Site Development Plan, the developer will provide the following:
  1. Roadway Improvements and Curb Cuts
    - a. Road improvements, right-of way and roadway easement dedication shall be completed prior to issuance of a St. Louis County Department of Highways and Traffic Special Use Permit. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.
    - b. Prior to Special Use Permit issuance by St. Louis County Department of Highways and Traffic, a special cash escrow or a special escrow supported by an Irrevocable Letter of Credit must be established with the St. Louis County Department of Highways and Traffic to guarantee completion of the required roadway improvements, and location or permitted curb cuts.
    - c. Obtain approval from the City of Chesterfield and the St. Louis County Department of Highways and Traffic for the locations of proposed curb cuts, areas of new dedication, and roadway improvements.
  2. Stormwater and Sanitary Sewer
    - a. Verification to the St. Louis County Department of Public Works and the City of Chesterfield of adequate sanitary services.
    - b. A preliminary engineering plan approved by the City of Chesterfield, the St. Louis County Department of Highways and Traffic and MSD showing that adequate handling of the stormwater drainage of the site is provided.

1. The proposed site improvements shall not conflict with the proposed Chesterfield Valley Master Plan. Equivalent stormwater detention/retention and routing functionality shall be provided as required by the City of Chesterfield. If modifications to the Stormwater Plan are proposed, routing calculations, signed and sealed by a registered professional engineer licensed to practice in the State of Missouri, demonstrating functionally equivalent operation shall be submitted. The calculations shall be performed using identical methods as the initial analysis, AdICPR software. Maintenance of the stormwater system shall be the responsibility of the property owner. The petitioner is to provide:
    - a) An eighteen (18") inch sanitary sewer running along the south side of Chesterfield Airport Road on the north edge of the Outlot Parcels. The sanitary sewer, including gravity lines, a lift station and force main, is to continue along Chesterfield Airport Road and Old Olive Street to tie into the existing eighteen (18") inch sanitary sewer near the Caulks Creek "B" Pump Station.
    - b) Extensive stormwater improvements include, but not are not limited to, a large dry reservoir extending along the entire south side of the development, smaller dry reservoirs, flat-bottom ditches and several culverts. In addition, a 19.2 acre lake is to be provided immediately to the east of the site on the south side of Old Olive Street Road.
  2. The site shall provide for the positive drainage of stormwater and it shall be discharged at an adequate natural discharge point by means of bleeder ditches and/or construction portions of the main channel as outlined in the Chesterfield Valley Master Drainage Plan or by other means that may be approved by the St. Louis County Department of Highways and Traffic and the City of Chesterfield. This may require extensive off site sewer ditch work and appropriate easements. Emergency overflow drainage ways to accommodate the one hundred (100) year storm shall be provided.
  3. Show all off-site easements required for utility, grading and/or stormwater drainage improvements.
- c. Indicate the location where the proposed sanitary sewer will connect to the existing system.

3. Geotechnical Report

Provide a geotechnical report prepared by a Professional Engineer licensed to practice in the State of Missouri. Said report shall verify the suitability of grading and proposed improvements with soil and geologic conditions. A statement of compliance, signed and sealed by the Geotechnical Engineer preparing the report, shall be included on all Site Development Plans. This report shall address the existence of any potential sinkholes, ponds, septic fields, etc., and recommendations for treatment.

4. Grading and Improvement Plans

- a. A clearing/grading permit or improvement plan approval is required prior to any grading on the site. The Site Development Plan and Tree Preservation Plan must be approved prior to issuance of clearing and grading. No change in watershed shall be permitted. Interim stormwater drainage control in the form of siltation control measures is required. A floodplain development permit must be obtained prior to any work in the regulated floodplain.
- b. Interim storm water drainage control in the form of siltation control and/or siltation basins is required throughout construction. A Storm Water Pollution Prevention Plan (SWPPP) must be submitted and approved by the City of Chesterfield prior to approval of any clearing or grading. The SWPPP will address required erosion control practices specific to site conditions. Its purpose is to ensure the design, implementation, management and maintenance of Best Management Practices (BMP's) to reduce the amount of sediment and other pollutants in storm water discharges associated with land disturbance activities. The SWPPP will ensure compliance with Missouri Water Quality Standards, and the terms and conditions of the NPDES for the site.
- c. Temporary settlement basins, as required by the City of Chesterfield, will be constructed during construction to allow for settling of sediment, prior to the discharge of storm water from this site. Erosion and siltation control will be installed prior to any grading and be maintained throughout the project until acceptance of the work by the owner and/or controlling regulatory agency and adequate vegetative growth insures no future erosion of the soil.

- d. When clearing and/or grading operations are completed or suspended for more than thirty (30) days, all necessary precautions will be taken to retain soil materials on site. Protective measures, such as permanent seeding, periodic wetting or other means, may be required by the City of Chesterfield upon demand.
- e. If cut and fill operations occur during a season not favorable for immediate establishment of permanent ground cover, a fast germinating annual such as rye grasses or sudan grasses will be utilized, if adequate storm water detention and erosion control devices have not been established.
- f. Provide adequate temporary off-street parking for construction employees and a vehicle washdown/cleaning area. Parking on non-surface areas is prohibited in order to eliminate the condition whereby mud from construction and employee vehicles is tracked on the pavement causing hazardous roadway and driving conditions. The contractor will keep the roads in the area clear of mud and debris related to his construction at all times. The streets surrounding this development and any street used for construction access thereto will be cleaned at the end of each day.
- g. This development may require an NPDES Permit from the Missouri Department of Natural Resources. NPDES permits are applicable to construction activities that disturb five (5) or more acres. A copy of the NPDES permit must be submitted to the City of Chesterfield prior to issuance of a grading permit or approval of improvement plans.

## **XII. RECORDING**

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

### **XIII. VERIFICATION PRIOR TO IMPROVEMENT PLAN APPROVAL**

A. Prior to Improvement Plan approval, the developer will provide the following:

1. Comments/approvals from St. Louis County Department of Highways and Traffic, the Missouri Department of Transportation, the Monarch Chesterfield Levee District, the Spirit of St. Louis Airport, the Metropolitan St. Louis Sewer District, the Missouri Department of Natural Resources and the Chesterfield Fire Protection District.
2. Location of all off-site easements needed for utility main extensions shall be shown. Copies of the recorded easements for utility main extensions, including book and page, shall be required prior to approval of the Improvement Plans as directed by the City of Chesterfield.

### **XIV. VERIFICATION PRIOR TO FOUNDATION OR BUILDING PERMITS**

A. Subsequent to approval of the Site Development Plan and prior to the issuance of any foundation or building permit, the following requirements will be met:

1. Notification of Planning and Development Services Division

Prior to the issuance of foundation or building permits, all approvals from the above mentioned agencies and the City of Chesterfield Department of Public Works, as applicable, must be received by the City of Chesterfield Planning and Development Services Division.

2. Certification of Plans

Provide verification that construction plans are designed to conform to the requirements and conditions of the Geotechnical Report. The Geotechnical Engineer will be required to sign and seal all plans with a certification that the proposed construction will be completed in accordance with the grading and soil requirements and conditions contained in the report.

### **XV. OCCUPANCY PERMIT/FINAL OCCUPANCY**

- A. The developer shall cause, at his expense and prior to the recording of any plat, the reestablishment, restoration or appropriate witnessing of all Corners of the United States Public Land Survey located within, or which define or lie upon, the outboundaries of the subject tract in accordance with the Missouri Minimum Standards relating to the preservation and maintenance of the U.S. Public Land Survey Corners.

- B. Prior to final occupancy of any building the developer will provide certification by a Registered Land Surveyor that no U.S. Public Land Survey Corner has been disturbed during the construction activities or that it has been corrected and the appropriate documents filed with the Missouri Department of Natural Resources Land Survey Program.
- C. Road improvements and right-of-way dedication shall be completed prior to the issuance of an occupancy permit.

#### **XVI. FINAL RELEASE OF ESCROW**

Prior to the release of final escrow, the developer will provide certification by a Registered Land surveyor that all monumentation depicted on the Record Plat has been installed and that the U.S. Public Land Survey Corners have not been disturbed during the construction activities or that they have been corrected and the appropriate documents filed with the Missouri Department of Natural Resources' Land Survey Program.

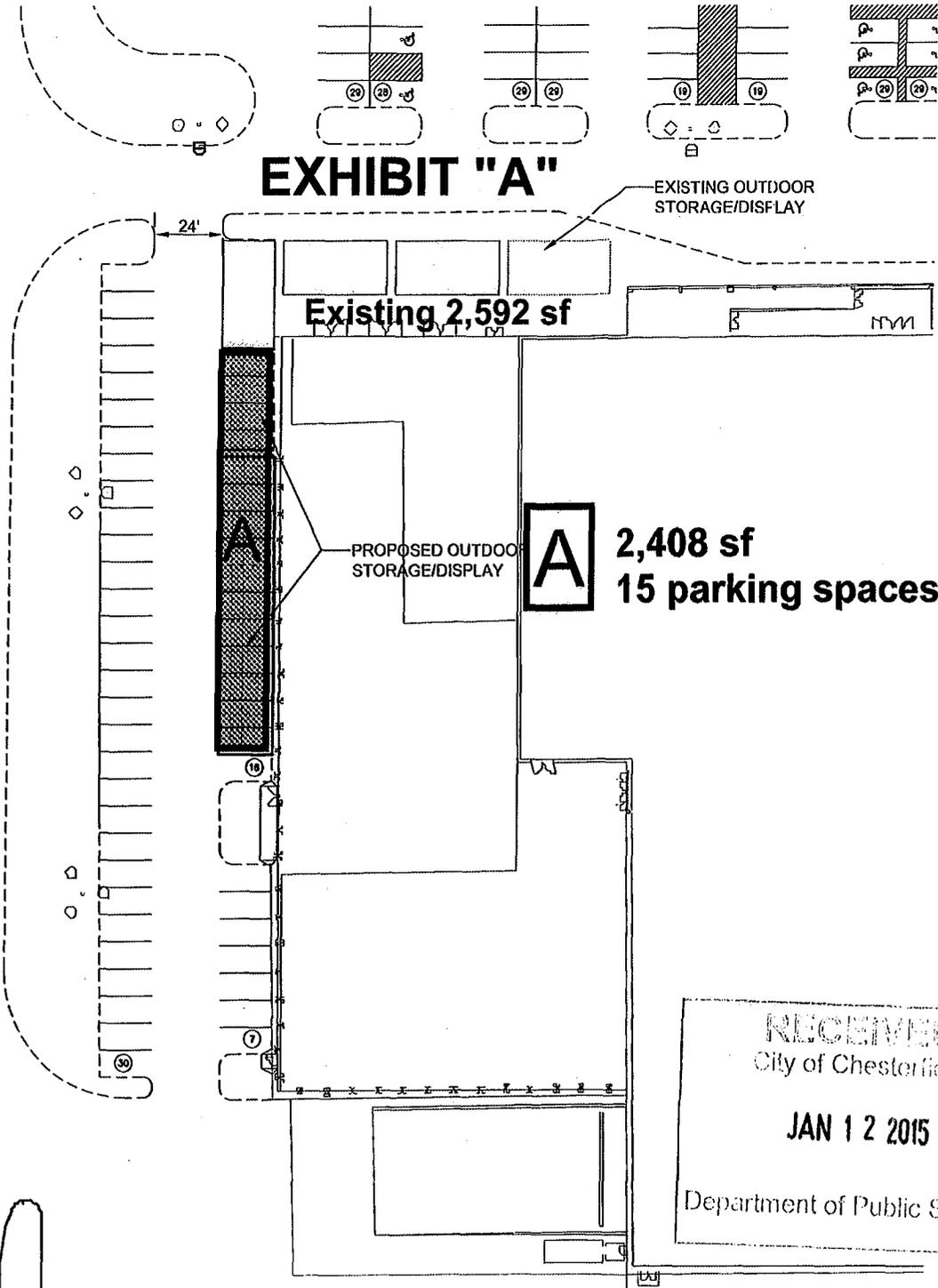
#### **XVII. GENERAL DEVELOPMENT CONDITIONS**

- A. General development conditions relating to the operation, construction, improvement and regulatory requirements to be adhered to by the developer are as follows:
  - 1. Failure to comply with any or all the conditions of this ordinance will be adequate cause for revocation of permits by issuing Departments and Commissions.
  - 2. The City of Chesterfield, Missouri will enforce the conditions of this ordinance in accord with the Site Development Plan approved by the City of Chesterfield and the terms of this Attachment A.
  - 3. All loading docks are to be screened by sound proofing material.
  - 4. The City of Chesterfield has completed a Valley Master Development Plan that sets forth the scope, location, and type of infrastructure improvements desired to facilitate quality development within Chesterfield Valley. Said Plan has been incorporated into the City of Chesterfield Comprehensive Plan. During review of Site Development Concept and Section Plans, due consideration will be given to the Valley Master Plan which may be in effect at the time. The conceptual Valley Master Plan depicts stormwater, road and interchange improvements in the vicinity of the subject rezoning.

5. The petitioner will provide adequate detention to eliminate any additional water discharge to encroach on right of way.
  6. The developer will cause, at his expense and prior to the recording of any plat, the reestablishment, restoration or appropriate witnessing of all Corners of the United States Public Land Survey located within, or which define or lie upon, the outboundaries of the subject tract in accordance with the Missouri Minimum Standards relating to the preservation and maintenance of the U.S. Public Land Survey Corners.
  7. Parking, circulation, and other applicable site design features shall comply with Chapter 1001, Section 310 "Physically Handicapped and Aged" of SLCRO 1974, as amended.
- B. Failure to comply with any or all the conditions of this ordinance shall be adequate cause for revocation of permits by issuing Departments and Commissions.
- C. The City of Chesterfield, Missouri shall enforce the conditions of this ordinance in accord with the Site Development Concept Plan approved by the City of Chesterfield and any Site Development Section Plans approved by the City of Chesterfield.
- D. This document shall be read as a whole and any inconsistency to be integrated to carry out the overall intent of this Attachment A.

RHL DRIVE

EXHIBIT "A"



EXISTING OUTDOOR STORAGE/DISPLAY

Existing 2,592 sf

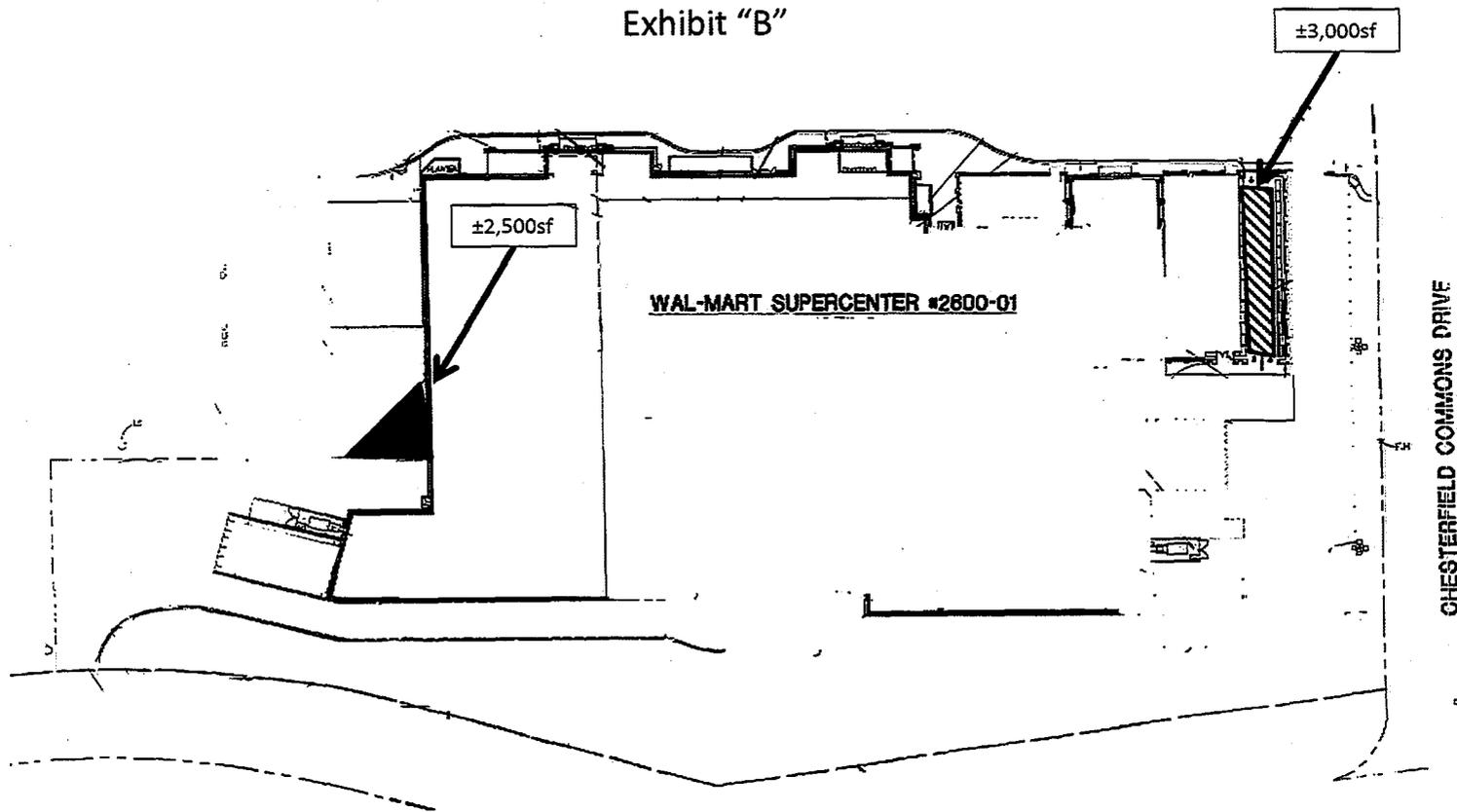
PROPOSED OUTDOOR STORAGE/DISPLAY

**A** 2,408 sf  
15 parking spaces

RECEIVED  
City of Chesterfield  
JAN 12 2015  
Department of Public Services

LOWE'S SITE ANALYSIS				
	FROM ORD. 2081 EXHIBIT	EXISTING	PROPOSED	CITY REQUIRED PARKING
LOWE'S	135,197 S.F.	135,197 S.F.	135,197 S.F.	135,197 S.F.
PARKING	654 SPACES	646 SPACES	631 SPACES	609 SPACES
CART CORRALS	10 CC	10CC	10 CC	
PARKING RATIO	4.84SP/1000 S.F.	4.79SP/1000 S.F.	4.67SP/1000 S.F.	4.50SP/1000 S.F.

Exhibit "B"



-  Seasonal Outdoor Storage Area
-  Year-Round Outdoor Storage Area

RECEIVED  
City of Chesterfield  
JAN 12 2015  
Department of Public Services

**LEGEND:**

POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
○ 5/8"	NEW IRON PIN (5/8" REBAR)
○ 1/2"	EXISTING IRON PIN
○ R/W	RIGHT-OF-WAY

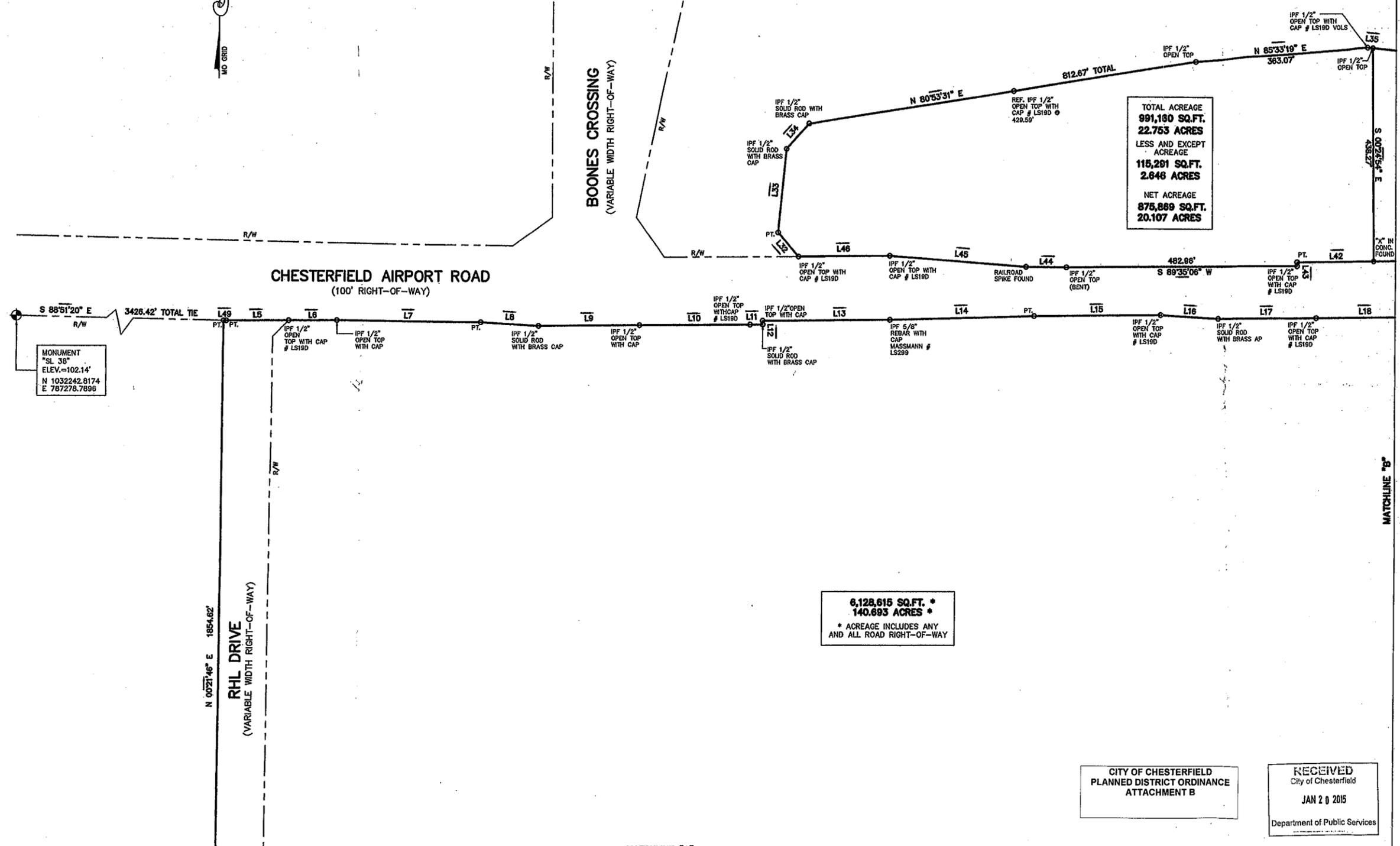


**INTERSTATE HIGHWAY 64**  
(VARIABLE WIDTH RIGHT-OF-WAY)

**BOONES CROSSING**  
(VARIABLE WIDTH RIGHT-OF-WAY)

**CHESTERFIELD AIRPORT ROAD**  
(100' RIGHT-OF-WAY)

**RHL DRIVE**  
(VARIABLE WIDTH RIGHT-OF-WAY)



TOTAL ACREAGE  
**991,180 SQ.FT.**  
**22.753 ACRES**  
LESS AND EXCEPT  
ACREAGE  
**115,291 SQ.FT.**  
**2.646 ACRES**  
NET ACREAGE  
**875,889 SQ.FT.**  
**20.107 ACRES**

**6,128,615 SQ.FT. \***  
**140.693 ACRES \***  
\* ACREAGE INCLUDES ANY  
AND ALL ROAD RIGHT-OF-WAY

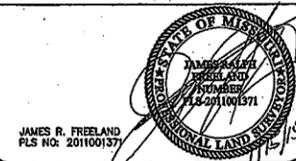
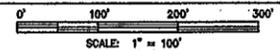
MONUMENT  
"SL 38"  
ELEV. = 102.14'  
N 1032242.8174  
E 787278.7898

**BASIS OF BEARINGS  
AND BENCHMARK:**  
BASIS OF BEARINGS AND ELEVATIONS BASED  
ON GPS "RTK" OBSERVATION OF NCGS  
MONUMENT "SL 38"  
NAD 83 (2007) - NAVD 88



FREELAND & ASSOCIATES, INC.  
323 WEST STONE AVE.  
GREENVILLE S.C. 29609  
TEL: (864) 271-4824 FAX: (864) 233-0315  
EMAIL: info@freeland-associates.com

DRAWN BY:	CF	PARTY CHIEF:	GRA	CHECKED:	JCC
REF. PLAT BOOK:					
REF. DEED BOOK:					
TAX MAP:					
DATE OF SURVEY:					
DATE DRAWN:	8-6-2014				
DRAWING NO.:	85442-ZONING				
DATE OF LAST REVISION:					



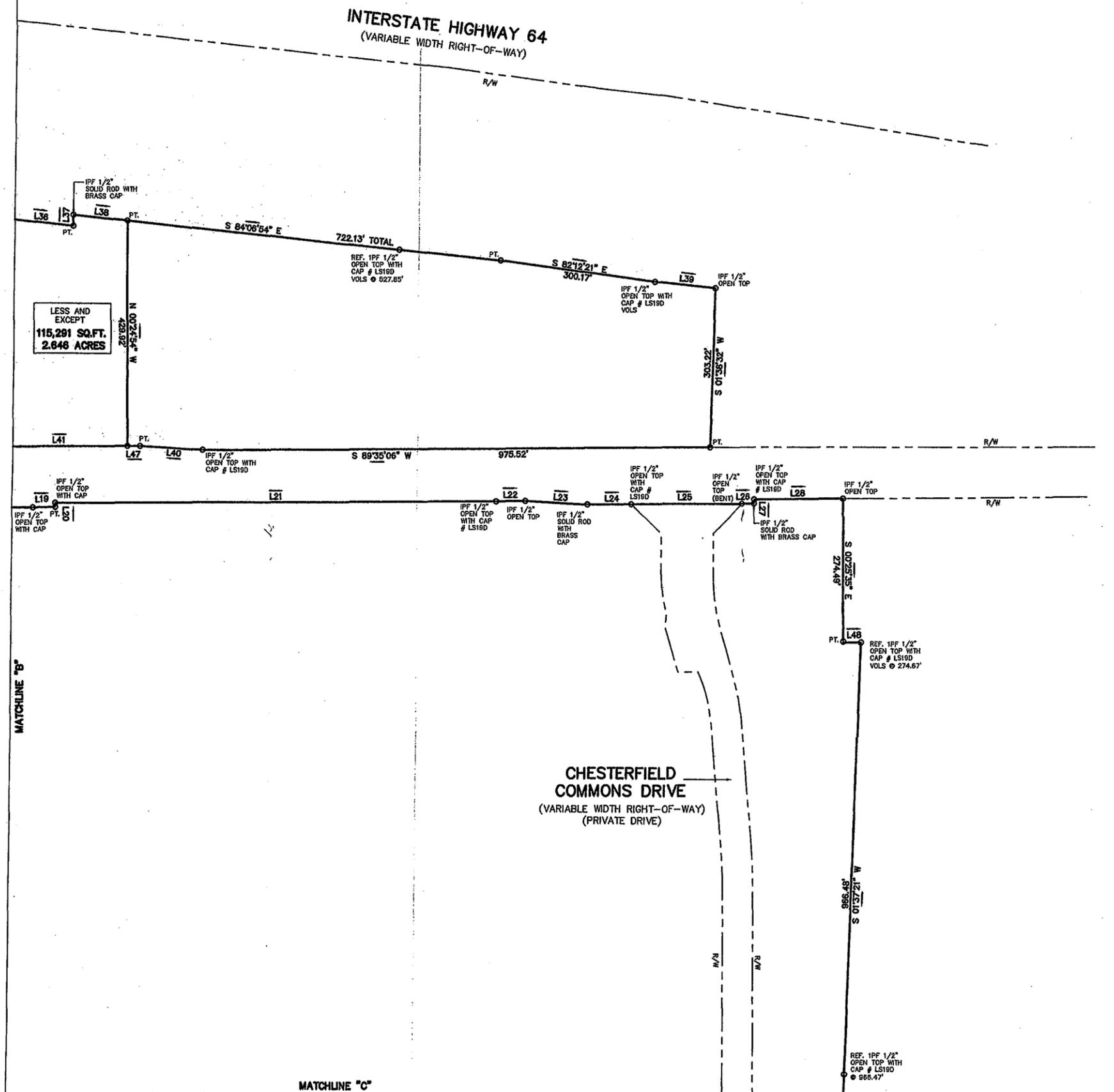
CITY OF CHESTERFIELD  
PLANNED DISTRICT ORDINANCE  
ATTACHMENT B

RECEIVED  
City of Chesterfield  
JAN 20 2015  
Department of Public Services

SEE SHEET 4 FOR LINE TABLE,  
WRITTEN DESCRIPTION AND NOTES.

**SHEET 1 OF 4**

STATE OF MISSOURI  
ST. LOUIS COUNTY  
CITY OF CHESTERFIELD  
TWP 45N - R4E  
BOUNDARY  
SURVEY FOR  
TOWN OF CHESTERFIELD  
(ZONING ORDINANCE)  
SITE ADDRESS:  
CHESTERFIELD AIRPORT ROAD  
CHESTERFIELD, MO



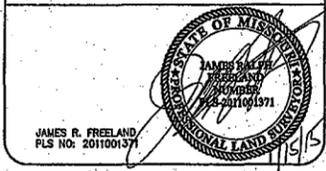
**BASIS OF BEARINGS AND BENCHMARK:**  
 BASIS OF BEARINGS AND ELEVATIONS BASED ON GPS "RTK" OBSERVATION OF NCGS MONUMENT "SL 38" NAD 83 (2007) - NAVD 88

**FREELAND**  
 SURVEYORS • ENGINEERS

FREELAND & ASSOCIATES, INC.  
 323 WEST STONE AVE.  
 GREENVILLE S.C. 29608  
 TEL: (864) 271-4924 FAX: (864) 233-0315  
 EMAIL: info@freeland-associates.com

DRAWN:	CF PARTY CHIEF: GRA CHECKED: JCC
REF. PLAT BOOK:	
REF. DEED BOOK:	
TAX MAP:	
DATE OF SURVEY:	
DATE DRAWN:	8-8-2014
DRAWING NO.:	65442-ZONING
DATE OF LAST REVISION:	

SCALE: 1" = 100'

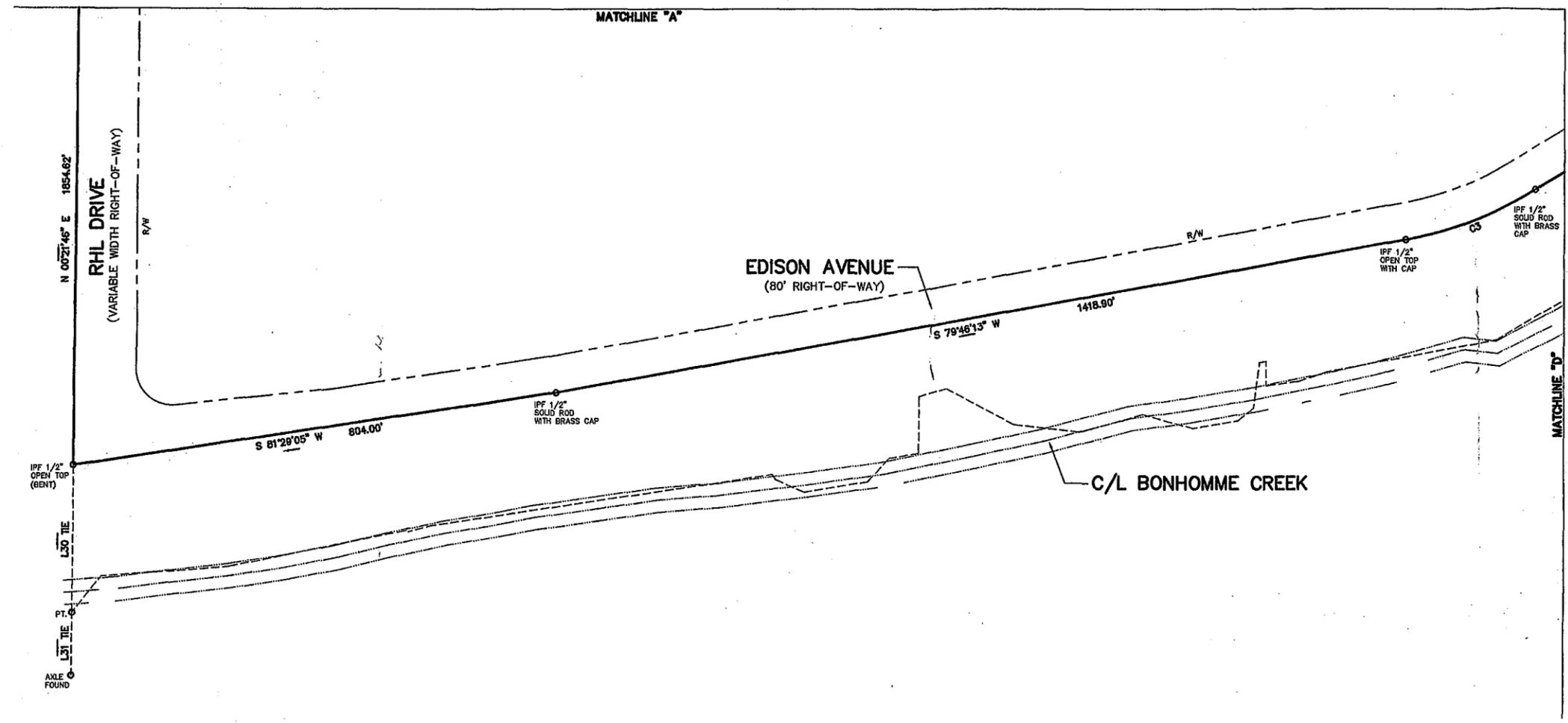


STATE OF MISSOURI  
 ST. LOUIS COUNTY  
 CITY OF CHESTERFIELD  
 TWP 45N - R4E  
 BOUNDARY  
 SURVEY FOR  
 TOWN OF CHESTERFIELD  
 (ZONING ORDINANCE)

SITE ADDRESS:  
 CHESTERFIELD AIRPORT ROAD  
 CHESTERFIELD, MO

SEE SHEET 4 FOR LINE TABLE,  
 WRITTEN DESCRIPTION AND NOTES.

**SHEET 2 OF 4**



**BASIS OF BEARINGS AND BENCHMARK:**  
 BASIS OF BEARINGS AND ELEVATIONS BASED ON GPS "RTK" OBSERVATION OF NCGS MONUMENT "SL 38" NAD 83 (2007) - NAVD 88

**FREELAND**  
 SURVEYORS • ENGINEERS

FREELAND & ASSOCIATES, INC.  
 323 WEST STONE AVE.  
 GREENVILLE S.C. 29609  
 TEL. (864) 271-4924 FAX: (864) 233-0315  
 EMAIL: info@freeland-associates.com

DRAWN: OF - PARTY CHIEF; GRA. CHECKED: JCC

REF. PLAT BOOK:

REF. DEED BOOK:

TAX MAP:

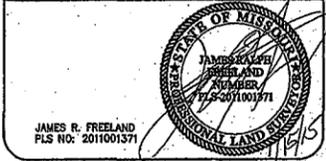
DATE OF SURVEY:

DATE DRAWN: 8-6-2014

DRAWING NO: 65442-ZONING

DATE OF LAST REVISION:

0' 100' 200' 300'  
 SCALE: 1" = 100'



STATE OF MISSOURI  
 ST. LOUIS COUNTY  
 CITY OF CHESTERFIELD  
 TWP 45N - R4E  
 BOUNDARY  
 SURVEY FOR  
 TOWN OF CHESTERFIELD  
 (ZONING ORDINANCE)  
 SITE ADDRESS:  
 CHESTERFIELD AIRPORT ROAD  
 CHESTERFIELD, MO

SEE SHEET 4 FOR LINE TABLE,  
 WRITTEN DESCRIPTION AND NOTES.



**BILL NO. 3025**

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

**AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF A “LLR” LARGE LOT RESIDENTIAL DISTRICT AND AN “NU” NON-URBAN DISTRICT TO A NEW “LLR” LARGE LOT RESIDENTIAL DISTRICT FOR A 35.097 ACRE TRACT OF LAND LOCATED ON THE NORTH SIDE OF WILD HORSE CREEK ROAD WEST OF ITS INTERSECTION OF GREYSTONE MANOR PARKWAY AND EAST OF ITS INTERSECTION WITH TARA OAKS DRIVE (P.Z. 01-2015 BARAT ACADEMY FOUNDATION [17831, 17815, 17803 WILD HORSE CREEK ROAD] - 18V130099, 18V140098, 18V140065).**

**WHEREAS**, the petitioner, Barat Academy Foundation, has requested a change in zoning from a “LLR” Large Lot Residential District and an “NU” Non-Urban District to a new “LLR” Large Lot Residential District for 35.097 acres located on the north side of Wild Horse Creek Road west of its intersection of Greystone Manor Parkway and east of its intersection with Tara Oaks Drive; and,

**WHEREAS**, a Public Hearing was held before the Planning Commission on February 23, 2015; and,

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

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

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

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

**Section 1.** City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing a “LLR” Large Lot Residential District designation for 35.097 acres located on the north side of Wild Horse Creek Road west of its intersection of Greystone Manor Parkway and east of its intersection with Tara Oaks Drive and as described as follows:

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

Commencing at the Northeast corner of Adjusted Tract A of "Boundary Adjustment Plat Of A Tract Of Land In U. S. Survey 102, Township 45, Range 3 East, St. Louis County, Missouri" as recorded in the St. Louis County Recorder of Deeds Plat Book 346, Pages 353 and 354, said point also being on the South right-of-way line of Chicago, Rock Island and Pacific Railroad, 100 feet wide; thence along the East line of said Adjusted Tract A South 11 degrees 54 minutes 17 seconds East 1257.54 feet to the Southeast corner of said Adjusted Lot A to the true point of beginning of the tract herein described; thence along a Southern line of said Adjusted Lot A South 59 degrees 00 minutes 43 seconds West 367.04 feet to a corner of said Adjusted Lot A; thence along an Eastern line of said Adjusted Lot A South 11 degrees 54 minutes 17 seconds East 409.63 feet to a point on the North right-of-way line of Wild Horse Creek Road 60 feet wide; thence along the North right-of-way line of said Wild Horse Creek Road North 55 degrees 45 minutes 36 seconds East 375.00 feet to a point on the common line of U.S. Survey 102 and U. S. Survey 122; thence along said common line of U. S. Surveys 102 and 122 North 11 degrees 54 minutes 17 seconds West 387.12 feet to the point of beginning and containing 138,184 square feet or 3.172 acres.

AND

A tract of land being part of Adjusted Lot A of "Boundary Adjustment Plat Of A Tract Of Land In U. S. Survey 102, Township 45, Range 3 East, St. Louis County, Missouri" as recorded in the St. Louis County Recorder of Deeds Plat Book 346, Pages 353 and 354, and more particularly described as follows:

Beginning at the Northeast corner of said Adjusted Tract A, said point also being on the South right-of-way line of Chicago, Rock Island and Pacific Railroad, 100 feet wide and also being on the common line of U.S. Survey 102 and U. S. Survey 122; thence along said common line of U. S. Surveys 102 and 122 South 11 degrees 54 minutes 17 seconds East 1,257.54 feet to the Northeast corner of property conveyed to the Barat Academy Foundation as recorded in Deed Book 19969, Page 1204 of said Records; thence along the North line of Said Barat property South 59 degrees 00 minutes 43 seconds West 367.04 feet to the Northwest corner of said Barat property; thence along the East line of said Barat property South 11 degrees 54 minutes 17 seconds East 393.41 feet to a point on the North line of a tract of land conveyed to the State of Missouri, Missouri Highway and Transportation Department as recorded in Deed Book 10766, Page 395; thence along said North line South 55 degrees 45 minutes 35 seconds West 124.28 to a point on the East line of property

conveyed to Melvin and Lillian Fick as recorded in Deed Book 7996, Page 1316 of said Records; thence along the East line of said Fick property North 32 degrees 32 minutes 13 seconds West 308.72 feet to the Northeast corner of said Fick property; thence along the North line of said Fick property South 81 degrees 16 minutes 43 seconds West 226.56 feet to the Northwest corner of said Fick property, said point also being on the East property line of Adjusted Tract B of said Boundary Adjustment Plat; thence along the East line of said Adjusted Tract B the following courses and distances: North 22 degrees 37 minutes 17 seconds West 687.49 feet to a point; thence North 57 degrees 21 minutes 38 seconds West 199.99 feet to a point of curvature; thence along a curve to the right having a radius of 175.00 feet and an arc length of 237.71 feet to a point of tangency; thence North 20 degrees 28 minutes 02 seconds East 143.40 feet to a point; thence North 22 degrees 37 minutes 17 seconds West 200.68 feet to a point on a curve of the South right-of-way line of said Chicago, Rock Island and Pacific Railroad, 100 feet wide; thence continuing on the South line of said Railroad right-of-way along a curve to the right having a radius of 3519.70 feet, an arc length of 892.11 feet, a chord bearing North 68 degrees 01 minute 43 seconds East and a chord length of 889.73 feet to a point; thence North 75 degrees 17 minutes 22 seconds East 176.96 feet to the point of beginning and containing 31.884 acres.

**Section 2.** The preliminary approval, pursuant to the City of Chesterfield Unified Development Code is granted, subject to all of the ordinances, rules and regulations.

**Section 3.** The City Council, pursuant to the petition filed by the Barat Academy Foundation in P.Z. 01-2015, requesting the rezoning embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 23<sup>rd</sup> day of February 2015, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

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

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

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

FIRST READING HELD: 04/22/15

BILL NO. 3034

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

**AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE ARBORS AT KEHRS MILL PLAT 1, A 27.055 ACRE TRACT OF LAND ZONED "PUD" PLANNED UNIT DEVELOPMENT DISTRICT LOCATED NORTH OF THE INTERSECTION OF STRECKER ROAD AND CHURCH ROAD.**

**WHEREAS**, The Sterling Company, on behalf of Arbors at Kehrs Mill, LLC., has submitted for review and approval a Record Plat for the Arbors at Kehrs Mill Plat 1; and,

**WHEREAS**, the purpose of said Record Plat is to subdivide a 27.055 acre tract of land into twenty-six (26) residential lots; and,

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

**WHEREAS**, the Department of Public Services 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 City Council; 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 the Arbors at Kehrs Mill Plat 1, which is made part hereof and attached hereto as "Exhibit 1" and Escrow Agreements, is hereby approved; provided, however, that nothing in this ordinance shall be construed or interpreted as an acceptance of the public utilities or public easement which are dedicated on the Record Plat. The owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

**Section 2.** The Mayor and City Clerk are authorized and directed to evidence the approval of 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.

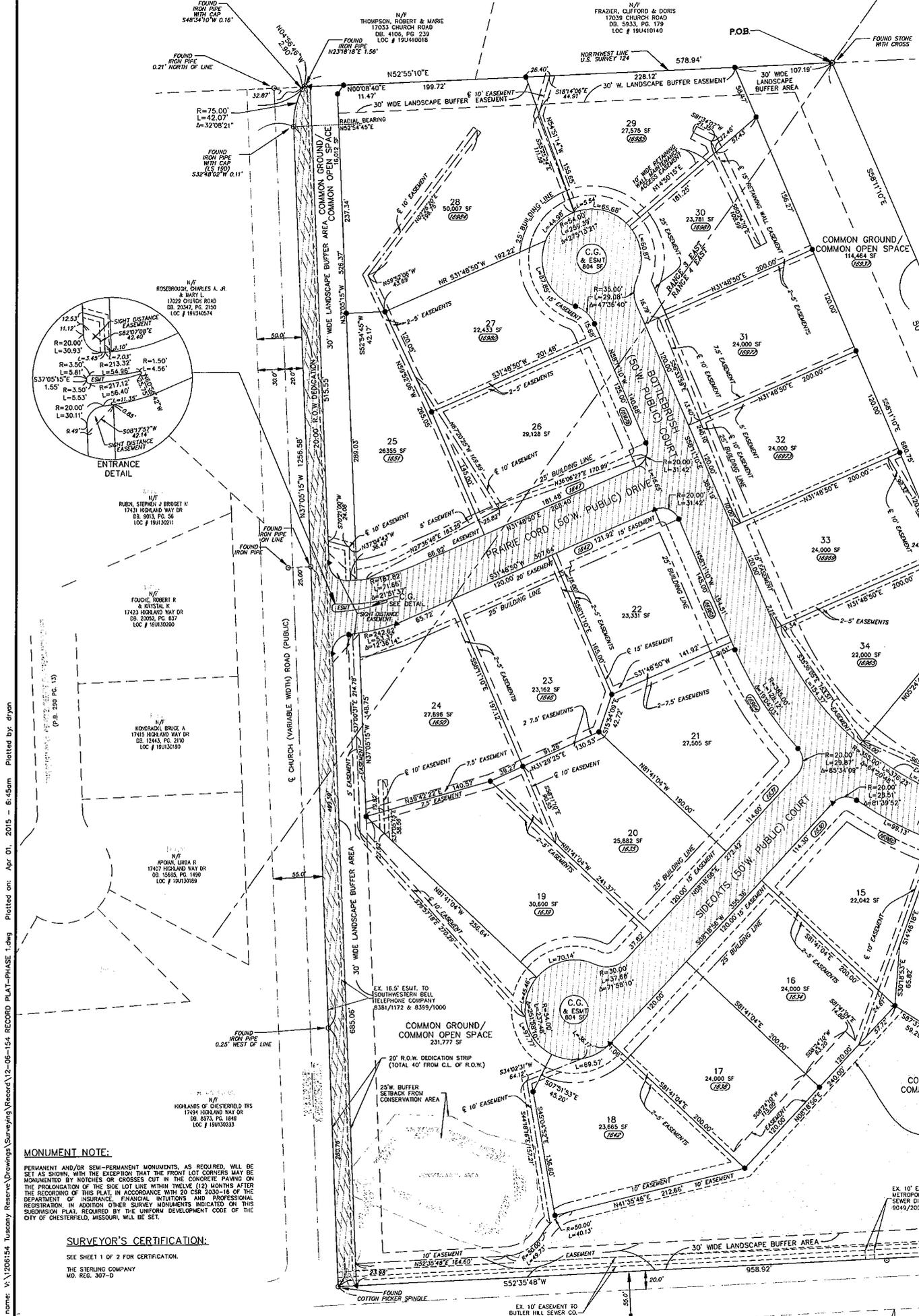
Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK





Drawing name: V:\200554\_Turkey Reserve\Drawings\Surveying\Record\12-08-154\_RECORD\_PLAT-PHASE 1.dwg Plotted on: Apr 01, 2015 - 8:45am Plotted by: dmyan  
 (P.B. 200 PC. 13)

**MONUMENT NOTE:**

PERMANENT AND/OR SEMI-PERMANENT MONUMENTS, AS REQUIRED, WILL BE SET AS SHOWN, WITH THE EXCEPTION THAT THE TIGHT 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 REVENUE. FINANCIAL, INTENTIONAL AND PROFESSIONAL REGISTRATION, IN ADDITION OTHER SURVEY MONUMENTS INDICATED ON THIS SUBMISSION PLAT, REQUIRED BY THE UNIFORM DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD, MISSOURI, WILL BE SET.

**SURVEYOR'S CERTIFICATION:**

SEE SHEET 1 OF 2 FOR CERTIFICATION.  
 THE STERLING COMPANY  
 MO. REC. 307-D

JAMEY A. HENSON, PLS  
 MO. REC. L.S. #2007017983

DATE

RECEIVED  
City of Chesterfield

MAR 11 2015

Department of Public Services

**SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT**

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by  
Arbors at Kehrs Mill, LLC  
\_\_\_\_\_, herein called DEVELOPER,  
Midwest Bank Centre  
\_\_\_\_\_, herein called ESCROW  
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,  
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY  
for the creation and development of a subdivision to be known as  
The Arbors at Kehrs Mill (Plat 1)  
\_\_\_\_\_ in accordance with  
Ordinance No. \_\_\_\_\_, the governing ordinance for the subdivision, and the Subdivision  
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably  
estimated and determined that the cost of construction, installation and completion of said  
improvements, all in accordance with the provisions of said governing ordinance and  
Subdivision Regulations, as amended, will be in the sum of  
One million three hundred seventy thousand six hundred sixty-five dollars & sixty-six cent  
\_\_\_\_\_ DOLLARS  
(\$ 1,370,665.66), lawful money of the United States of America; and

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

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

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

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

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a CONSTRUCTION DEPOSIT in the amount of One million three hundred seventy thousand six hundred sixty-five dollars & sixty-six cents, DOLLARS (\$ 1,370,665.66) lawful money of the United States of America by: (check one)

- Depositing cash with the City.
- Submitting a Letter of Credit in the form required by the CITY and issued by the ESCROW HOLDER.
- Submitting a \_\_\_\_\_ (*type of readily negotiable instrument acceptable to the CITY*) endorsed to the City and issued by the ESCROW HOLDER.

Said deposit guarantees the construction, installation and completion of the required subdivision improvements in The Arbors at Kehrs Mill (Plat 1) Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of the City of Chesterfield, which are by reference made a part hereof, and in accordance with all ordinances of the CITY regulating same. A cost estimate thereof is attached hereto as "Exhibit A".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

seals the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST: (SEAL)



Type Name: Al Hicks  
Title: Vice-President of JHB Properties, Inc.;  
a member

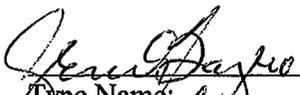
DEVELOPER: Arbors at Kehrs Mill, LLC

BY: 

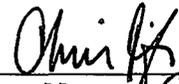
Type Name: John H. Berry, Jr  
Title: President of JHB Properties, Inc.; a member

Firm Address:  
5091 New Baumgartner Road  
St. Louis, MO 63129

ATTEST: (SEAL)

  
Type Name: Glenn Dwyer  
Title: Exec Asst

ESCROW HOLDER: Midwest Bank Centre

BY: 

Type Name: Chris Rife  
Title: Vice President

Firm Address:  
2191 Lemay Ferry Road  
St. Louis, MO 63125

**CITY OF CHESTERFIELD, MISSOURI**

BY \_\_\_\_\_  
Planning and Development Services Director

ATTEST: (SEAL)

APPROVED:

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

\_\_\_\_\_  
Mayor

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

**BANK OFFICIAL'S ACKNOWLEDGMENT**

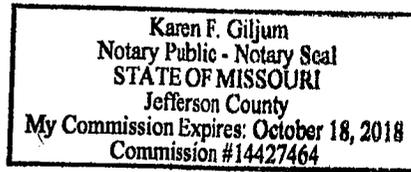
STATE OF MISSOURI     )  
  ) SS  
COUNTY OF ST. LOUIS    )

On this 25<sup>th</sup> day of February, 2015, before me appeared Chris Rife, to me personally known, who, being by me duly sworn, did say that he/she is the Vice President (title) of Midwest BankCentre (name of bank), a \_\_\_\_\_ (corporation, etc.) organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said Officer (title) acknowledged said instrument to be the free act and deed of said bank.

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

Karen F. Giljum  
Notary Public

My Commission Expires: 10-18-2018





# EXHIBIT A

**Attach:        Subdivision Deposit Spreadsheet**

**CONSTRUCTION DEPOSIT**

**SUBDIVISION: Arbors at Kehrs Mill**

**DEVELOPER: Arbors at Kehrs Mill LLC**

**PLAT: 1**

**SUBDIVISION CODE: 305**

**NO. LOTS: 44**

**DATE OF PLAT APPROVAL:**

<b>CATEGORY</b>	<b>DATE OF RELEASE</b>	<b>% RELEASE</b>	<b>ORIGINAL BALANCE</b>	<b>TOTAL RELEASED</b>	<b>TOTAL % RELEASED</b>	<b>CURRENT BALANCE</b>	<b>% REMAINING</b>
<b>STREETS</b>			<b>\$349,890.97</b>	<b>\$0.00</b> <b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$349,890.97</b>	<b>100</b>
<b>SIDEWALKS</b>			<b>\$3,724.60</b>	<b>\$0.00</b> <b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$3,724.60</b>	<b>100</b>
<b>STORM SEWER</b> Original escrow established at 90% of cost			<b>\$504,384.41</b>	<b>\$0.00</b> <b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$504,384.41</b>	<b>100</b>
<b>SAN. SEWER</b> Original escrow established at 90% of cost			<b>\$126,513.29</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$126,513.29</b>	<b>100</b>
<b>DETENTION</b>			<b>\$18,177.50</b>	<b>\$0.00</b> <b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$18,177.50</b>	<b>100</b>
<b>GRADING</b>			<b>\$10,776.70</b>	<b>\$0.00</b> <b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$10,776.70</b>	<b>100</b>
<b>EROSION CONTROL</b>			<b>\$11,321.20</b>	<b>\$0.00</b> <b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$11,321.20</b>	<b>100</b>
<b>SILTAT'N CONTROL</b>			<b>\$5,882.80</b>	<b>\$0.00</b> <b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$5,882.80</b>	<b>100</b>
<b>MONUMENTS</b>			<b>\$16,302.00</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$16,302.00</b>	<b>100</b>
<b>STREET LIGHTS</b>			<b>\$6,776.00</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$6,776.00</b>	<b>100</b>
<b>STREET SIGNS</b>			<b>\$1,082.40</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$1,082.40</b>	<b>100</b>
<b>WATER MAINS</b>			<b>\$266,718.60</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$266,718.60</b>	<b>100</b>
<b>COMMON GR. SEED</b>			<b>\$15,371.60</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$15,371.60</b>	<b>100</b>

**CONSTRUCTION DEPOSIT**

**SUBDIVISION: Arbors at Kehrs Mill  
PLAT: 1**

**DEVELOPER: Arbors at Kehrs Mill LLC**

<b>ISLAND SODDING</b>	<b>\$1,960.20</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$1,960.20</b>	<b>100</b>
<b>RETAINING WALL</b>	<b>\$15,785.00</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$15,785.00</b>	<b>100</b>
<b>FENCE</b>	<b>\$2,248.40</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$2,248.40</b>	<b>100</b>
<b>LOMR</b>	<b>\$13,750.00</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$13,750.00</b>	<b>100</b>
<b>TOTALS</b>	<b>\$1,370,665.66</b>	<b>\$0.00</b>	<b>0</b>	<b>\$1,370,665.66</b>	<b>100</b>

RECEIVED  
City of Chesterfield

MAR 11 2015

**SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT** Public Services

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by  
Arbors at Kehrs Mill, LLC  
\_\_\_\_\_, herein called DEVELOPER,  
Midwest Bank Centre  
\_\_\_\_\_, herein called CREDIT  
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,  
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY  
for the creation and development of a subdivision to be known as  
The Arbors at Kehrs Mill (Plat 1) \_\_\_\_\_ in accordance with  
Ordinance No. \_\_\_\_\_, the governing ordinance for the subdivision, and the Subdivision  
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably  
estimated and determined that the cost of maintenance of the required improvements, based on  
the cost of construction of said improvements, all in accordance with the provisions of said  
subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum  
of One hundred forty-two thousand six hundred ninety-four dollars & fifty-three cents  
of \_\_\_\_\_ DOLLARS  
(\$ 142,694.53 ), lawful money of the United States of America; and

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

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory construction and maintenance deposit agreements guaranteeing the construction and maintenance of the subdivision improvements in accordance with the approved plans, said governing ordinance and Subdivision Regulations.

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

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a MAINTENANCE DEPOSIT in the amount of One hundred forty-two thousand six hundred ninety-four dollars & fifty-three cents

DOLLARS (\$ 142,694.53), lawful money of the United States of America by:

(check one)

- Depositing cash with the City.
- Submitting a Letter of Credit in the form required by the CITY and issued by the CREDIT HOLDER.
- Submitting a \_\_\_\_\_ (*type of readily negotiable instrument acceptable to the CITY*) endorsed to the City.

Said deposit guarantees the DEVELOPER will perform his maintenance obligations regarding subdivision improvements, including, but not limited to; lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm drainage facilities, in The Arbors at Kehrs Mill (Plat 1) Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of

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

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

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

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

4. That the maintenance deposit shall be retained by the CITY OR CREDIT HOLDER to guarantee maintenance of the required improvements and, in addition to being subject to the remedies of Section 1005.080 Subsection (G) and other remedies of the City Code, shall be subject to the immediate order of the Planning and Development Services Director to defray or reimburse any cost to the CITY of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the Planning and Development Services Director shall provide the developer with a written demand and opportunity to perform the maintenance before having such maintenance performed by the CITY, or its agents. The Planning and Development Services Director shall have the authority to require the maintenance deposit to be replaced or replenished by the developer, in any form permitted for an original deposit, where the amount remaining is determined to be insufficient or where the maintenance deposit was drawn upon by the CITY for maintenance.

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

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

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

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

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

civil liability that may exist for defects or damages caused by any construction, improvement or development for which any deposit has been released.

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

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

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

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

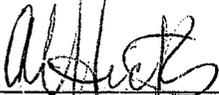
13. That the CITY hereby accepts this agreement as a satisfactory MAINTENANCE DEPOSIT AGREEMENT under the provisions and requirements of the governing ordinance

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

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

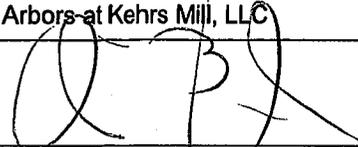
seals the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ A.D.

ATTEST: (SEAL)



Type Name: Al Hicks  
Title: Vice-President of JHB Properties, Inc.;  
a member

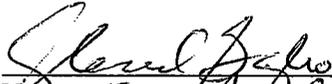
DEVELOPER: Arbors-at Kehrs Mill, LLC

BY: 

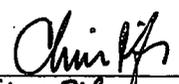
Type Name: John H. Berra, Jr  
Title: President of JHB Properties, Inc.;  
a member

Firm Address:  
5091 New Baumgartner Road  
St. Louis, MO 63129

ATTEST: (SEAL)

  
Name: ~~Eric Asst~~ Eric Asst  
Title: Eric Asst

CREDIT HOLDER: Midwest Bank Centre

BY:   
Name: Chris Pike  
Title: Vice President

Firm Address:  
2191 Lemay Ferry Road  
St. Louis, MO 63125

**CITY OF CHESTERFIELD, MISSOURI**

BY \_\_\_\_\_  
Planning and Development Services Director

ATTEST: (SEAL)

APPROVED:

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

\_\_\_\_\_  
Mayor

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

**BANK OFFICIAL'S ACKNOWLEDGMENT**

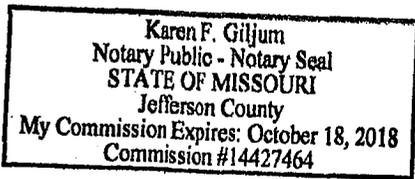
STATE OF MISSOURI     )  
  ) SS  
COUNTY OF ST. LOUIS    )

On this 25<sup>th</sup> day of February, 2015, before me appeared  
Chris Rife, to me personally known, who, being by me duly  
sworn, did say that he/she is the Vice President (title) of  
Midwest BankCentre (name of bank), a  
\_\_\_\_\_ (corporation, etc.) organized and existing under the laws of the  
United States of America, and that the seal affixed to the foregoing instrument is the Corporate  
Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by  
authority of its Board of Directors, and said Officer (title)  
acknowledged said instrument to be the free act and deed of said bank.

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

Karen F. Giljum  
Notary Public

My Commission Expires: 10-18-2018





**MAINTENANCE DEPOSIT**

**SUBDIVISION: Arbors at Kehrs Mill**

**PLAT: 1**

**SUB CODE: 305**

**DEVELOPER: Arbors at Kehrs Mill LLC**

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

<b>CATEGORY</b>	<b>ORIGINAL BALANCE</b>	<b>DATE OF RELEASE</b>	<b>AMOUNT RELEASED</b>	<b>CURRENT BALANCE</b>
<b>STREETS</b>	<b>\$34,989.10</b>			<b>\$34,989.10</b>
<b>SIDEWALKS</b>	<b>\$372.46</b>			<b>\$372.46</b>
<b>STORM SEWER</b>	<b>\$56,037.11</b>			<b>\$56,037.11</b>
<b>SAN. SEWER</b>	<b>\$14,055.63</b>			<b>\$14,055.63</b>
<b>DETENTION</b>	<b>\$1,817.75</b>			<b>\$1,817.75</b>
<b>GRADING</b>	<b>\$1,077.67</b>			<b>\$1,077.67</b>
<b>EROSION CONTROL</b>	<b>\$1,132.12</b>			<b>\$1,132.12</b>
<b>SILTAT'N CONTROL</b>	<b>\$588.28</b>			<b>\$588.28</b>
<b>MONUMENTS</b>	<b>\$1,630.20</b>			<b>\$1,630.20</b>
<b>STREET LIGHTS</b>	<b>\$677.60</b>			<b>\$677.60</b>
<b>STREET SIGNS</b>	<b>\$108.24</b>			<b>\$108.24</b>
<b>WATER MAINS</b>	<b>\$26,671.86</b>			<b>\$26,671.86</b>
<b>COMMON GR. SEED</b>	<b>\$1,537.16</b>			<b>\$1,537.16</b>
<b>ISLAND SODDING</b>	<b>\$196.02</b>			<b>\$196.02</b>
<b>RETAINING WALL</b>	<b>\$1,578.50</b>			<b>\$1,578.50</b>
<b>FENCE</b>	<b>\$224.84</b>			<b>\$224.84</b>
<b>TOTALS</b>	<b>\$142,694.53</b>		<b>\$0.00</b>	<b>\$142,694.53</b>

BILL NO. 3035

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

**AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE ARBORS AT KEHRS MILL PLAT 2, A 31.093 ACRE TRACT OF LAND ZONED "PUD" PLANNED UNIT DEVELOPMENT DISTRICT LOCATED NORTH OF THE INTERSECTION OF STRECKER ROAD AND CHURCH ROAD.**

**WHEREAS**, The Sterling Company, on behalf of Arbors at Kehrs Mill, LLC., has submitted for review and approval a Record Plat for the Arbors at Kehrs Mill Plat 2; and,

**WHEREAS**, the purpose of said Record Plat is to subdivide a 31.093 acre tract of land into eighteen (18) residential lots; and,

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

**WHEREAS**, the Department of Public Services 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 City Council; 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 the Arbors at Kehrs Mill Plat 2, which is made part hereof and attached hereto as "Exhibit 1" and Escrow Agreements, is hereby approved; provided, however, that nothing in this ordinance shall be construed or interpreted as an acceptance of the public utilities or public easement which are dedicated on the Record Plat. The owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

**Section 2.** The Mayor and City Clerk are authorized and directed to evidence the approval of 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 \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

# Arbors at Kehrs

A TRACT OF LAND BEING LOT 1 OF ST. MARY'S INSTITUTE LOT SPLIT AS RECORDED IN PLAT BOOK 355 PAGES 437 AND 438 OF LYING PARTLY IN U.S. SURVEY 124, TOWNSHIP 45 NORTH - RANGE 3 EAST, IN U.S. SURVEY 888 AND FRACTIONAL SECTION 18, CITY OF CHESTERFIELD, ST. LOU.

P.U.D. - PLANNED UNIT DEVELOPMENT  
CITY OF CHESTERFIELD ORD.

## OWNER'S CERTIFICATE

THE UNDERSIGNED OWNER OF A TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYORS CERTIFICATION HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION SHALL HEREAFTER BE KNOWN AS "ARBORS AT KEHRS MILL - PLAT 2", BUTLERBURGH (50%) COURT, WHITE SAGE (50%) COURT, AND SOFT RUSH (50%) COURT, TOGETHER WITH ALL CURB, SIDEWALKS AND ROADINGS LOCATED AT THE STREET INTERSECTIONS WHICH FOR BETTER IDENTIFICATION ARE SHOWN HATCHED ON THIS PLAT, ARE HEREBY DEDICATED TO THE CITY OF CHESTERFIELD FOR PUBLIC USE FOREVER.

ALL EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR OTHER SPECIFIC PURPOSES, ARE HEREBY DEDICATED TO THE CITY OF CHESTERFIELD, MISSOURI, MISSOURI AMERICAN WATER COMPANY, LACLEDE GAS COMPANY, UNITED ELECTRIC COMPANY D/B/A AMEREN MISSOURI, SOUTHWESTERN BELL TELEPHONE COMPANY, L.P., D/B/A AT&T MISSOURI, METROPOLITAN ST. LOUIS SEWER DISTRICT, THE RELEVANT CABLE TELEVISION COMPANY, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR FOR THE PURPOSE OF IMPROVING, CONSTRUCTING, REPLACING, MAINTAINING, AND REPAIRING PUBLIC UTILITIES, SEWER OR SEWERS, STORM WATER IMPROVEMENTS AND DRAINAGE FACILITIES, WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR OR REPLACEMENT OF SAID UTILITIES, SEWER OR SEWERS, STORM WATER IMPROVEMENTS AND DRAINAGE FACILITIES.

THE ARBORS AT KEHRS MILL HOMEOWNERS' ASSOCIATION MAY ERECT SUBDIVISION SIGNS/MONUMENTS AND LANDSCAPING WITHIN THE COMMON GROUND AREAS AS SHOWN ON THIS PLAT, WHICH SHALL BECOME THE MAINTENANCE RESPONSIBILITY OF THE ARBORS AT KEHRS MILL HOMEOWNERS' ASSOCIATION, WITH AUTHORIZATION, APPROVAL, AND PERMIT BY THE CITY OF CHESTERFIELD, MISSOURI.

STORMWATER MANAGEMENT RESERVE AREAS AS SHOWN ON THIS PLAT ARE HEREBY ESTABLISHED FOR THE STORMWATER MANAGEMENT FEATURES, ALSO KNOWN AS BMP'S (BEST MANAGEMENT PRACTICE). THE RESERVE AREAS HEREBY ESTABLISHED ARE IRREVOCABLE AND SHALL CONTINUE FOREVER, SUBJECT TO A MAINTENANCE AGREEMENT EXECUTED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015, AS RECORDED IN THE ST. LOUIS COUNTY RECORDS IN DEED BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ OR AS AMENDED THEREAFTER.

THE ARBORS AT KEHRS MILL HOMEOWNERS' ASSOCIATION SHALL BE OBLIGATED TO MAINTAIN, REPAIR, CONSTRUCT, IMPROVE AND OPERATE THE STORMWATER MANAGEMENT RESERVE AREAS AS SHOWN ON THIS PLAT AND THE DETENTION FACILITIES, STORMWATER BEST MANAGEMENT PRACTICES, INCLUDING, BUT NOT LIMITED TO, PRIVATE SEWERS AND PRIVATE STORMWATER IMPROVEMENTS CONSTRUCTED THEREON AS PER THE USD APPROVED STORMWATER MANAGEMENT FACILITIES REPORT (P-27251-02).

ANY RETAINING WALLS IN THE OPEN SPACE AREA OF THIS PLAT ARE HEREBY DEDICATED TO THE ARBORS AT KEHRS MILL HOMEOWNERS' ASSOCIATION FOR THE ERECTION, MAINTENANCE AND REPAIR OF A RETAINING WALL, WITH THE RIGHT OF TEMPORARY USE OF ADJACENT GROUND NOT OCCUPIED BY IMPROVEMENTS FOR THE EXCAVATION AND STORAGE OF MATERIALS DURING INSTALLATION, REPAIR OR REPLACEMENT OF SAID RETAINING WALL. MAINTENANCE OF THE RETAINING WALL SHOWN ON THIS PLAT IS THE RESPONSIBILITY OF THE ARBORS AT KEHRS MILL HOMEOWNERS' ASSOCIATION.

PERMANENT SIGHT DISTANCE EASEMENTS ARE HEREBY DEDICATED TO THE CITY OF CHESTERFIELD, MISSOURI, FOR PUBLIC USE FOREVER, TO ENSURE AND PROTECT THE CLEAR AND UNOBSTRUCTED VIEW OF MOTORISTS ON AND ENTERING THE ADJACENT ROADWAY. NO PART OF SAID EASEMENT SHALL BE POLED ON WITH ANY STRUCTURE (INCLUDING SIGNS, FENCES OR FOLIAGE) OR PLANTING (INCLUDING ANY TREES, SHRUBS, ORNAMENTAL GRASS, OR WEEDS) IN ANY MANNER WHATSOEVER, NOR SHALL THE GRADE OF THE LAND WITHIN THE EASEMENT BE CHANGED, UNLESS EXPRESSLY APPROVED BY THE CITY OF CHESTERFIELD. ANY STRUCTURE OR PLANTING APPROVED BY THE CITY OF CHESTERFIELD, MISSOURI, SHALL BE MAINTAINED TO PROVIDE SIGHT DISTANCE. ANY STRUCTURES, PLANTS OR GRADING WHICH IS NOT APPROVED BY THE CITY OF CHESTERFIELD, OR WHICH IS NOT MAINTAINED, SHALL BE REMOVED OR CORRECTED.

LANDSCAPE - BUFFER EASEMENTS AND AREAS, AS SHOWN HEREON, ARE ESTABLISHED AS PROTECTED AREAS FOR VEGETATIVE LANDSCAPING ONLY. STRUCTURES OF ANY SIZE, WHETHER TEMPORARY OR PERMANENT, ARE NOT PERMITTED WITHIN LANDSCAPE EASEMENTS AND/OR AREAS. LANDSCAPING AS APPROVED BY THE CITY OF CHESTERFIELD DURING SITE PLAN REVIEW IS REQUIRED TO BE MAINTAINED AND PRESERVED INDEFINITELY BY THE ARBORS AT KEHRS MILL HOMEOWNERS' ASSOCIATION. FAILURE TO MAINTAIN OR PRESERVE LANDSCAPE EASEMENTS MAY RESULT IN INSPECTION AND ISSUANCE OF FINES BY THE CITY OF CHESTERFIELD.

THE LANDSCAPE BUFFER EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE "ARBORS AT KEHRS MILL HOMEOWNERS' ASSOCIATION" FOR THE PLANTING AND MAINTAINING OF LANDSCAPE VEGETATION AND APPURTENANT LANDSCAPE MATERIALS.

THE COMMON GROUND SHOWN ON THIS PLAT HAS BEEN CONVEYED FOREVER TO THE ARBORS AT KEHRS MILL HOMEOWNERS' ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, BY GENERAL WARRANTY DEED RECORDED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015, AS DAILY NO. \_\_\_\_\_ IN THE ST. LOUIS COUNTY RECORDS.

ALL COMMON GROUND LOCATED IN CUL-DE-SAC ISLANDS OR DIVIDED STREET ISLANDS OR MEDIAN STRIPS, SHALL BE PROHIBITED OF ANY ABOVE GROUND STRUCTURE, OTHER THAN REQUIRED STREET LIGHTS OR OTHER PUBLIC UTILITIES IN ACCORDANCE WITH THE APPROVED IMPROVEMENT PLANS, OR WITHOUT AUTHORIZATION BY THE CITY OF CHESTERFIELD THROUGH THE ISSUANCE OF A SPECIAL USE PERMIT.

THIS SUBDIVISION IS SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN THE ARBORS AT KEHRS MILL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FILED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015, AS DAILY NO. \_\_\_\_\_ IN THE ST. LOUIS COUNTY RECORDS.

A PART OF THIS PLAT (12.7 ACRES AS SHOWN HEREON) IS ENCUMBERED BY THE 1995 "AMENDMENT AND RESTATEMENT OF INDEMNITY OF TRUST AND RESTRICTIONS OF PAULAND PLACE" AS RECORDED IN DEED BOOK 10409 PAGE 559 OF THE ST. LOUIS COUNTY RECORDS.

BUILDING LINES AS SHOWN ON THIS PLAT ARE HEREBY ESTABLISHED.

IT IS HEREBY CERTIFIED THAT ALL EXISTING EASEMENTS ARE SHOWN ON THIS PLAT AS OF THE TIME AND DATE OF RECORDING OF THIS PLAT.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

ARBORS AT KEHRS MILL, LLC  
MEMBER  
J&B PROPERTIES, INC. (MEMBER)

SIGNATURE \_\_\_\_\_  
NAME PRINTED (MISSOURI) \_\_\_\_\_  
PRESIDENT ( )  
DIRECTOR ( )  
OF ST. LOUIS ( )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015, BEFORE ME PERSONALLY APPEARED JOHN H. BERBA, JR., TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE IS THE PRESIDENT OF J&B PROPERTIES, INC., A CORPORATION OF THE STATE OF MISSOURI AND MEMBER OF ARBORS AT KEHRS MILL, LLC, A LIMITED LIABILITY COMPANY OF THE STATE OF MISSOURI, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS, AND SAID JOHN H. BERBA, JR. ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION AND LIMITED LIABILITY COMPANY.

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

## PARTIAL RELEASE OF DEED OF TRUST:

WHEREAS, \_\_\_\_\_ BY A DEED OF TRUST DATED \_\_\_\_\_, 2015 AND RECORDED AS DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ OF THE ST. LOUIS COUNTY RECORDS, CONVEYED TO THE TRUSTEE THEREIN NAMED CERTAIN REAL ESTATE TO SECURE THE PAYMENT OF CERTAIN NOTE OR NOTES IN SAID DEED DESCRIBED AND SET FORTH; AND WHEREAS, SAID DEED OF TRUST AND NOTE OR NOTES HAS OR HAVE BEEN PARTIALLY PAID AND SATISFIED.

NOW THEREFORE, THE UNDERSIGNED, PRESENT HOLDER AND LEGAL OWNER OF SAID DEED OF TRUST AND NOTE OR NOTES HEREBY JOINS IN AND APPROVES IN EVERY DETAIL THIS SUBDIVISION PLAT OF THE ARBORS AT KEHRS MILL - PLAT 2 AND DOES HEREBY REMISE, RELEASE AND QUITCLAIM UNTO THE PRESENT OWNERS, PART OF THE REAL ESTATE IN SAID DEED OF TRUST DESCRIBED; TO WIT: ALL COMMON GROUND OR COMMON LAND SHOWN ON THIS PLAT AND ALL STREETS, PUBLIC OR PRIVATE, OR ROADWAY EASEMENTS ON THIS PLAT.

TO HAVE AND TO HOLD SAME, WITH ALL APPURTENANCES THERETO BELONGING FREE, CLEAR AND DISCHARGED FROM THE ENCUMBRANCE OF SAID DEED OF TRUST.

IN WITNESS THEREOF, THE UNDERSIGNED HAS EXECUTED THESE PRESENTS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

SIGNATURE \_\_\_\_\_

PRINT NAME AND TITLE \_\_\_\_\_

STATE OF MISSOURI ( )  
JSS.  
COUNTY OF ST. LOUIS ( )

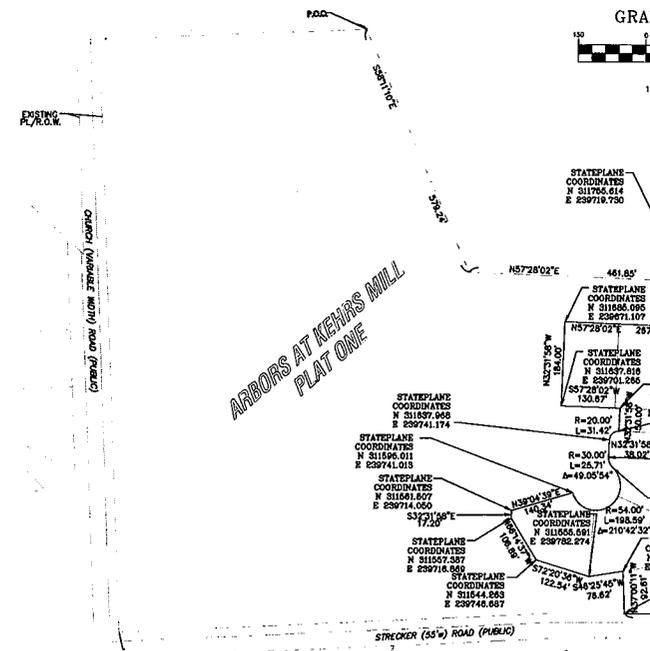
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014, BEFORE ME APPEARED \_\_\_\_\_ TO ME PERSONALLY KNOWN,

WHO BEING BY ME DULY SWORN, DID SAY HE/SHE IS THE \_\_\_\_\_ OF \_\_\_\_\_ A NATIONAL BANKING ASSOCIATION, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID ASSOCIATION AND SAID \_\_\_\_\_ ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID ASSOCIATION.

IN TESTIMONY WHEREOF, I HAVE HEREWIT SET MY HAND AND AFFIXED MY NOTARIAL SEAL IN THE COUNTY AND STATE AFORESAID, THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC

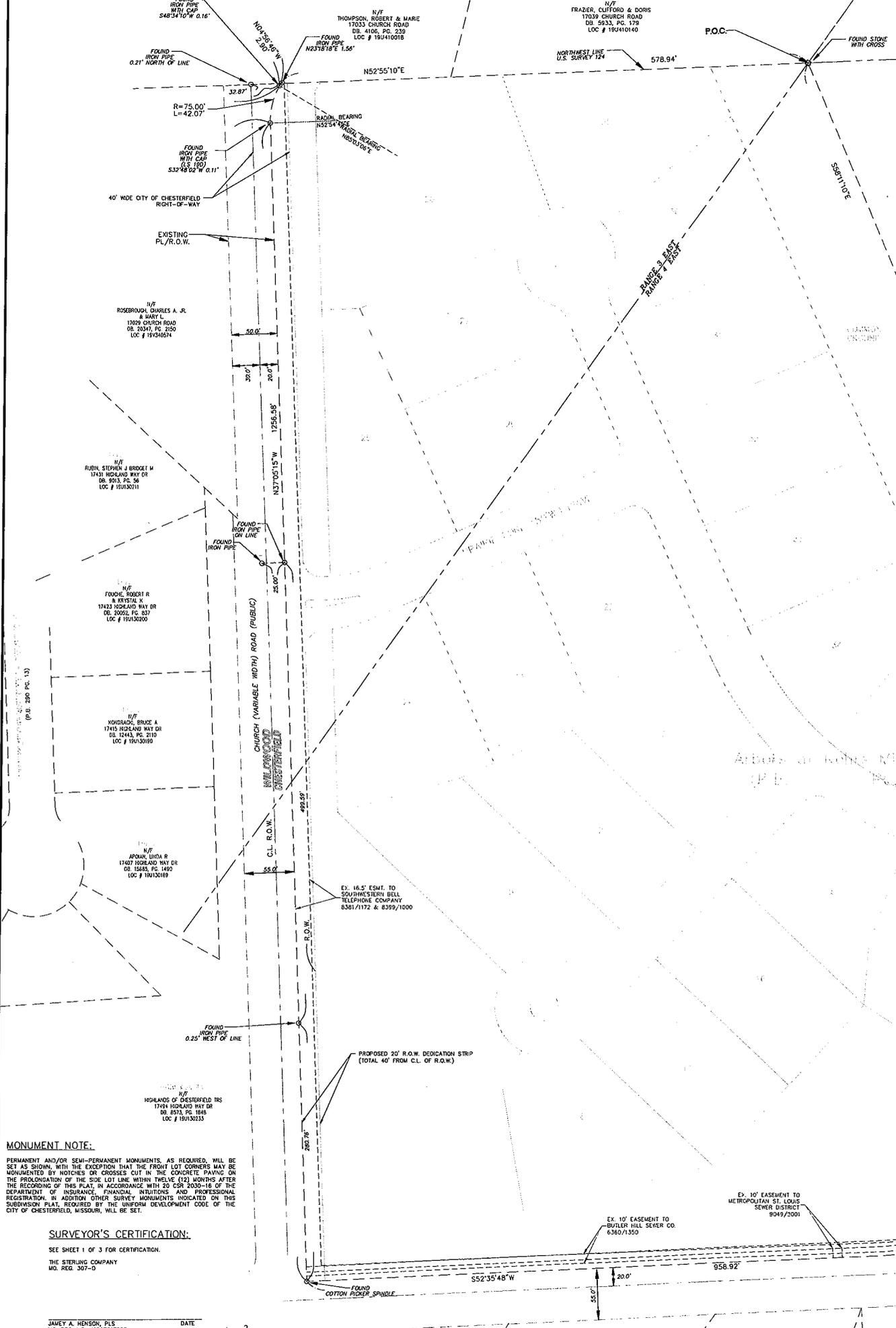


## LAND DESCRIPTION PLAT 2

A TRACT OF LAND BEING PART OF LOT 1 OF ST. MARY'S INSTITUTE LOT SPLIT AS RECORDED IN PLAT BOOK 355 PAGES 437 AND 438 OF THE ST. LOUIS COUNTY MISSOURI RECORDS; LYING PARTLY IN U.S. SURVEY 124, TOWNSHIP 45 NORTH - RANGE 3 EAST AND TOWNSHIP 45 NORTH - RANGE 4 EAST, IN U.S. SURVEY 888 AND FRACTIONAL SECTION 18, TOWNSHIP 45 NORTH - RANGE 3 EAST, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE INTERSECTION OF THE NORTHWEST LINE OF U.S. SURVEY 124 WITH THE RANGE LINE BETWEEN TOWNSHIP 45 NORTH AND TOWNSHIP 46 NORTH - RANGE 3 EAST; SAID POINT BEING ALSO THE SOUTHWEST CORNER OF LOT 6 OF MOENNA PAULAND PLACE AS RECORDED IN PLAT BOOK 187, PAGE 70 OF SAID COUNTY RECORDS; THENCE SOUTHWESTWARDLY ALONG THE WEST LINE OF SAID LOT 6 OF MOENNA PAULAND PLACE SOUTH 58 DEGREES 11 MINUTE 10 SECONDS EAST 579.24 FEET TO THE MOST SOUTHWESTERN POINT ON THE NEW PARCEL LINE SHOWN ON THE BOUNDARY ADJUSTMENT PLAT OF LOT D OF MOENNA PAULAND PLACE AS RECORDED IN PLAT BOOK 202, PAGE 4 OF SAID COUNTY RECORDS AND U.S. SURVEY 124 AND FRACTIONAL SECTION 18, TOWNSHIP 45 NORTH - RANGE 4 EAST; THENCE NORTHWARDLY ALONG SAID LAST MENTIONED LINE NORTH 57 DEGREES 28 MINUTES 02 SECONDS EAST 461.83 FEET TO THE MOST WESTERN CORNER OF ADJUSTED LOT 8 OF AFORESAID ST. MARY'S/ACCISE BOUNDARY ADJUSTMENT PLAT; THENCE NORTHWARDLY ALONG THE WEST LINE OF SAID ADJUSTED LOT 8 NORTH 24 DEGREES 29 MINUTES 17 SECONDS EAST 17.04 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING NORTHWARDLY ALONG THE WEST LINE OF SAID ADJUSTED LOT 8 NORTH 24 DEGREES 29 MINUTES 17 SECONDS EAST 677.05 FEET TO THE MOST SOUTHERN CORNER OF PROPERTY NOW OR FORMERLY OF ROBERT J. LEBE, JR., TRUSTEE AND LINDA C. LEBE, TRUSTEE, AS DESCRIBED IN DEED RECORDED IN BOOK 10268 PAGE 921 OF THE ST. LOUIS COUNTY RECORDS; THENCE NORTHWARDLY ALONG THE SOUTHWEST LINE OF SAID LEBE PROPERTY NORTH 45 DEGREES 20 MINUTES 59 SECONDS EAST 970.85 FEET TO A POINT IN THE SOUTHWEST LINE OF KEHRS MILL ROAD, AS WIDENED; SAID POINT BEING ALSO THE MOST WESTERN CORNER OF PARCEL NO. 5 CONVEYED TO ST. LOUIS COUNTY BY DEED RECORDED IN BOOK 11662 PAGE 2340 OF THE ST. LOUIS COUNTY RECORDS; THENCE IN A SOUTHWESTWARDLY DIRECTION ALONG THE RIGHT-OF-WAY LINE OF KEHRS MILL ROAD THE FOLLOWING COURSES AND DISTANCES: SOUTH 45 DEGREES 53 MINUTES 28 SECONDS EAST 276.00 FEET; ALONG A CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS SOUTH 44 DEGREES 08 MINUTES 32 SECONDS WEST 545.00 FEET FROM THE LAST MENTIONED POINT, HAVING A CENTRAL ANGLE OF 85 DEGREES 44 SECONDS EAST 199.00 FEET TO A POINT IN THE NORTH LINE OF A PARCEL DESCRIBED IN DEED TO ST. LOUIS COUNTY BY DEED RECORDED IN BOOK 10265 PAGE 1744 AND RECORDED IN BOOK 10337 PAGE 2047 OF THE ST. LOUIS COUNTY RECORDS; THENCE CONTINUING ALONG THE KEHRS MILL ROAD RIGHT-OF-WAY AND SAID MENDING PARCEL SOUTH 69 DEGREES 52 MINUTES 18 SECONDS WEST 5.00 FEET AND SOUTH 2 DEGREES 07 MINUTES 44 SECONDS EAST 10.67 FEET TO THE NORTHEAST CORNER OF A PARCEL CONVEYED TO ST. LOUIS COUNTY BY DEED RECORDED IN BOOK 12356 PAGE 298 OF THE ST. LOUIS COUNTY RECORDS; THENCE WESTWARDLY ALONG THE NORTH LINE OF SAID LAST MENTIONED PARCEL SOUTH 69 DEGREES 52 MINUTES 18 SECONDS WEST 8.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 59 DEGREES 52 MINUTES 18 SECONDS WEST 281.67 FEET TO A POINT; THENCE SOUTH 16 DEGREES 24 MINUTES 48 SECONDS WEST 82.37 FEET TO A POINT; THENCE SOUTH 61 DEGREES 22 MINUTES 34 SECONDS WEST 346.47 FEET TO A POINT; THENCE SOUTH 20 DEGREES 45 MINUTES 02 SECONDS EAST 371.99 FEET TO A POINT; THENCE SOUTH 24 DEGREES 10 MINUTES 02 SECONDS EAST 40.00 FEET TO A POINT; THENCE SOUTH 63 DEGREES 20 MINUTES 14 SECONDS WEST 127.09 FEET TO A POINT IN THE NORTHEAST LINE OF AFORESAID ADJUSTED LOT 8 OF ST. MARY'S/ACCISE BOUNDARY ADJUSTMENT PLAT; THENCE SOUTHWESTWARDLY ALONG SAID NORTHEAST LINE OF SAID ADJUSTED LOT 8 SOUTH 24 DEGREES 10 MINUTES 02 SECONDS WEST 17.20 FEET; NORTH 39 DEGREES 04 MINUTES 39 SECONDS EAST 140.34 FEET; ALONG A CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS NORTH 39 DEGREES 04 MINUTES 39 SECONDS WEST 172.00 FEET; SOUTH 27 DEGREES 20 MINUTES 36 SECONDS WEST 122.54 FEET; NORTH 68 DEGREES 14 MINUTES 37 SECONDS WEST 108.89 FEET; NORTH 32 DEGREES 31 MINUTES 58 SECONDS WEST 78.62 FEET; SOUTH 77 DEGREES 20 MINUTES 36 SECONDS WEST 122.54 FEET; NORTH 68 DEGREES 14 MINUTES 37 SECONDS WEST 108.89 FEET; NORTH 32 DEGREES 31 MINUTES 58 SECONDS WEST 78.62 FEET; ALONG A CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS NORTH 32 DEGREES 31 MINUTES 58 SECONDS WEST 17.20 FEET; NORTH 39 DEGREES 04 MINUTES 39 SECONDS EAST 140.34 FEET; ALONG A CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS NORTH 39 DEGREES 04 MINUTES 39 SECONDS WEST 172.00 FEET; SOUTH 27 DEGREES 20 MINUTES 36 SECONDS WEST 122.54 FEET; 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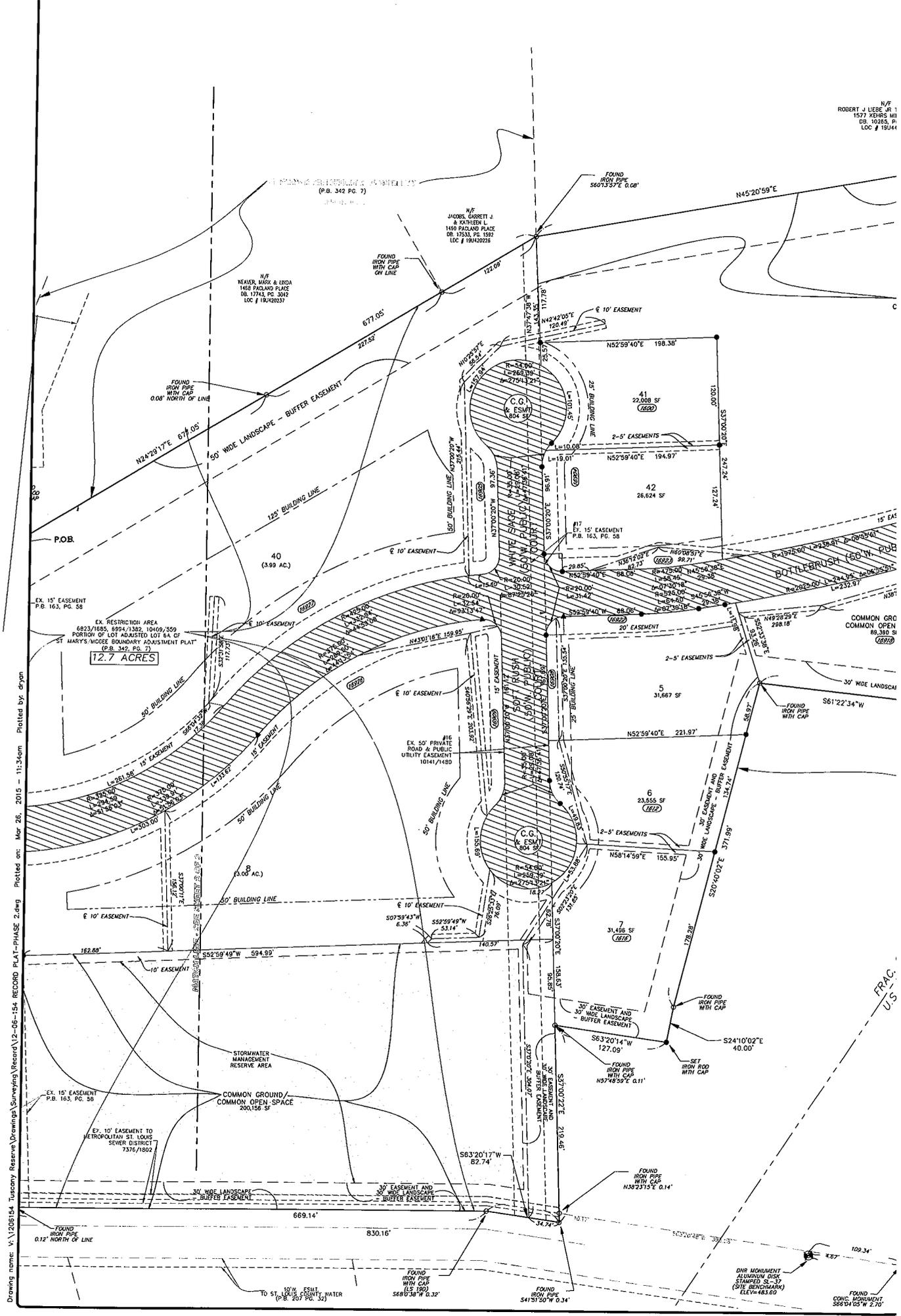
Drawing name: V:\1206154\_Tuesday Reserve\Drawings\Surveying\Record\12-06-154 RECORD PLAT-PHASE 2.dwg Plotted on: Mar 26, 2015 - 11:34am Plotted by: dryan



**MONUMENT NOTE:**  
 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 2000-18 OF THE DEPARTMENT OF INSURANCE, FINANCIAL INSTITUTIONS AND PROFESSIONAL REGISTRATION, IN ADDITION OTHER SURVEY MONUMENTS INDICATED ON THIS SUBDIVISION PLAT, REQUIRED BY THE UNIFORM DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD, MISSOURI, WILL BE SET.

**SURVEYOR'S CERTIFICATION:**  
 SEE SHEET 1 OF 3 FOR CERTIFICATION.  
 THE STERLING COMPANY  
 MO. REG. 307-0

JAHEY A. HENSON, PLS DATE  
 MO. REG. L.S. #200707963



Drawing name: V:\2008154\_Tucson Reserve Drawings\Surveying\Record\12-06-154-RECORD PLAT-PHASE 2.dwg Plotted on: Mar 26, 2015 - 11:24am Plotted by: dryan

FRAC.  
U.S.

DNR MONUMENT  
ALUMINUM DISK  
STAMPED S-L-37  
(SITE BENCHMARK)  
ELEV=483.00

FOUND  
CONC. MONUMENT  
388°155'W 2.70'

FOUND  
IRON PIPE  
WITH CAP  
N38°23'15\"/>

FOUND  
IRON PIPE  
WITH CAP  
N57°46'59\"/>

FOUND  
IRON PIPE  
WITH CAP  
N37°00'22\"/>

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IRON PIPE  
WITH CAP  
N37°00'22\"/>

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IRON PIPE  
WITH CAP  
N37°00'22\"/>

RECEIVED  
City of Chesterfield

MAR 11 2015

Department of Public Services

**SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT**

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by  
Arbors at Kehrs Mill, LLC  
\_\_\_\_\_, herein called DEVELOPER,  
Midwest Bank Centre  
\_\_\_\_\_, herein called ESCROW  
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,  
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY  
for the creation and development of a subdivision to be known as  
The Arbors at Kehrs Mill (Plat 2)  
\_\_\_\_\_ in accordance with  
Ordinance No. \_\_\_\_\_, the governing ordinance for the subdivision, and the Subdivision  
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably  
estimated and determined that the cost of construction, installation and completion of said  
improvements, all in accordance with the provisions of said governing ordinance and  
Subdivision Regulations, as amended, will be in the sum of  
One million three hundred fifty-three thousand seven hundred thirty-six dollars & sixty-six cents DOLLARS  
(\$ 1,353,736.66), lawful money of the United States of America; and

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

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

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

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

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a CONSTRUCTION DEPOSIT in the amount of One million three hundred fifty-three thousand seven hundred thirty-six dollars & sixty-six cents, DOLLARS (\$ 1,353,736.66 ) lawful money of the United States of America by: (check one)

- Depositing cash with the City.
- Submitting a Letter of Credit in the form required by the CITY and issued by the ESCROW HOLDER.
- Submitting a \_\_\_\_\_ (*type of readily negotiable instrument acceptable to the CITY*) endorsed to the City and issued by the ESCROW HOLDER.

Said deposit guarantees the construction, installation and completion of the required subdivision improvements in The Arbors at Kehrs Mill (Plat 2) Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of the City of Chesterfield, which are by reference made a part hereof, and in accordance with all ordinances of the CITY regulating same. A cost estimate thereof is attached hereto as "Exhibit A".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

seals the \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

ATTEST: (SEAL)

*Al Hicks*  
Type Name: Al Hicks  
Title: Vice-President of JHB Properties, Inc.;  
a member

DEVELOPER: Arbors at Kehrs Mill, LLC

BY: *John H. Barra, Jr*  
Type Name: John H. Barra, Jr  
Title: President of JHB Properties, Inc.; a member

Firm Address:  
5091 New Baumgartner Road  
St. Louis, MO 63129

ATTEST: (SEAL)

*Chris Rife*  
Type Name: *Chris Rife*  
Title: *Exe Asst*

ESCROW HOLDER: Midwest Bank Centre

BY: *Chris Rife*  
Type Name: *Chris Rife*  
Title: *Vice President*

Firm Address:  
2191 Lemay Ferry Road  
St. Louis, MO 63125

**CITY OF CHESTERFIELD, MISSOURI**

BY \_\_\_\_\_  
Planning and Development Services Director

ATTEST: (SEAL)

APPROVED:

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

\_\_\_\_\_  
Mayor

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

**BANK OFFICIAL'S ACKNOWLEDGMENT**

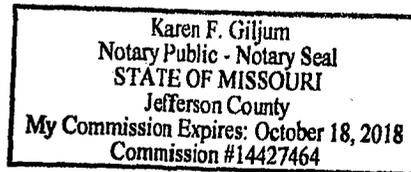
STATE OF MISSOURI     )  
  ) SS  
COUNTY OF ST. LOUIS    )

On this 28<sup>th</sup> day of February, 2015, before me appeared Chris Rife, to me personally known, who, being by me duly sworn, did say that he/she is the Vice President (title) of Midwest BankCentre (name of bank), a \_\_\_\_\_ (corporation, etc.) organized and existing under the laws of the United States of America, and that the seal affixed to the foregoing instrument is the Corporate Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by authority of its Board of Directors, and said Officer (title) acknowledged said instrument to be the free act and deed of said bank.

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

Karen F. Giljum  
Notary Public

My Commission Expires: 10-18-2018





# EXHIBIT A

**Attach: Subdivision Deposit Spreadsheet**

**CONSTRUCTION DEPOSIT**

**SUBDIVISION: Arbors at Kehrs Mill**  
**PLAT: 2**  
**SUBDIVISION CODE: 305**  
**NO. LOTS: 44**  
**DATE OF PLAT APPROVAL:**

**DEVELOPER: Arbors at Kehrs Mill LLC**

<b>CATEGORY</b>	<b>DATE OF RELEASE</b>	<b>% RELEASE</b>	<b>ORIGINAL BALANCE</b>	<b>TOTAL RELEASED</b>	<b>TOTAL % RELEASED</b>	<b>CURRENT BALANCE</b>	<b>% REMAINING</b>
<b>STREETS</b>			<b>\$401,093.00</b>	<b>\$0.00</b> <b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$401,093.00</b>	<b>100</b>
<b>SIDEWALKS</b>			<b>\$27,067.15</b>	<b>\$0.00</b> <b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$27,067.15</b>	<b>100</b>
<b>STORM SEWER</b> Original escrow established at 90% of cost			<b>\$296,822.99</b>	<b>\$0.00</b> <b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$296,822.99</b>	<b>100</b>
<b>SAN. SEWER</b> Original escrow established at 90% of cost			<b>\$140,266.96</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$140,266.96</b>	<b>100</b>
<b>DETENTION</b>			<b>\$15,977.50</b>	<b>\$0.00</b> <b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$15,977.50</b>	<b>100</b>
<b>GRADING</b>			<b>\$7,987.10</b>	<b>\$0.00</b> <b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$7,987.10</b>	<b>100</b>
<b>EROSION CONTROL</b>			<b>\$8,047.60</b>	<b>\$0.00</b> <b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$8,047.60</b>	<b>100</b>
<b>SILTAT'N CONTROL</b>			<b>\$4,492.40</b>	<b>\$0.00</b> <b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$4,492.40</b>	<b>100</b>
<b>MONUMENTS</b>			<b>\$14,883.00</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$14,883.00</b>	<b>100</b>
<b>STREET LIGHTS</b>			<b>\$6,776.00</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$6,776.00</b>	<b>100</b>
<b>STREET SIGNS</b>			<b>\$541.20</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$541.20</b>	<b>100</b>
<b>WATER MAINS</b>			<b>\$266,718.60</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$266,718.60</b>	<b>100</b>
<b>COMMON GR. SEED</b>			<b>\$12,004.56</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$12,004.56</b>	<b>100</b>

**CONSTRUCTION DEPOSIT**

**SUBDIVISION: Arbors at Kehrs Mill  
PLAT: 2**

**DEVELOPER: Arbors at Kehrs Mill LLC**

<b>ISLAND SODDING</b>	<b>\$1,306.80</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$1,306.80</b>	<b>100</b>
<b>RETAINING WALL</b>	<b>\$101,114.20</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$101,114.20</b>	<b>100</b>
<b>FENCE</b>	<b>\$7,387.60</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$7,387.60</b>	<b>100</b>
<b>LOMR</b>	<b>\$41,250.00</b>	<b>\$0.00</b> <b>\$0.00</b>	<b>0</b>	<b>\$41,250.00</b>	<b>100</b>
<b>TOTALS</b>	<b>\$1,353,736.66</b>	<b>\$0.00</b>	<b>0</b>	<b>\$1,353,736.66</b>	<b>100</b>

RECEIVED  
City of Chesterfield

MAR 11 2015

Department of Public Services

**SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT**

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by  
Arbors at Kehrs Mill, LLC  
\_\_\_\_\_, herein called DEVELOPER,  
Midwest Bank Centre  
\_\_\_\_\_, herein called CREDIT  
HOLDER (*strike through this party if cash deposited with City*), and the City of Chesterfield,  
Missouri, herein called CITY.

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY  
for the creation and development of a subdivision to be known as  
The Arbors at Kehrs Mill (Plat 2)  
\_\_\_\_\_ in accordance with  
Ordinance No. \_\_\_\_\_, the governing ordinance for the subdivision, and the Subdivision  
Regulations of the City of Chesterfield, and has requested approval of same; and

WHEREAS, the subdivision plans have been approved and the CITY has reasonably  
estimated and determined that the cost of maintenance of the required improvements, based on  
the cost of construction of said improvements, all in accordance with the provisions of said  
subdivision governing ordinance and Subdivision Regulations, as amended, will be in the sum  
of One hundred thirty-six thousand one hundred dollars & thirty-six cents  
\_\_\_\_\_ DOLLARS  
(\$ 136,100.36 \_\_\_\_\_), lawful money of the United States of America; and

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

WHEREAS, the Subdivision Regulations provide inter alias that the commencement of said subdivision may be approved by the CITY upon the DEVELOPER submitting satisfactory construction and maintenance deposit agreements guaranteeing the construction and maintenance of the subdivision improvements in accordance with the approved plans, said governing ordinance and Subdivision Regulations.

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

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER has established a MAINTENANCE DEPOSIT in the amount of One hundred thirty-six thousand one hundred dollars & thirty-six cents

DOLLARS (\$ 136,100.36), lawful money of the United States of America by:

(check one)

- Depositing cash with the City.
- Submitting a Letter of Credit in the form required by the CITY and issued by the CREDIT HOLDER.
- Submitting a \_\_\_\_\_ (*type of readily negotiable instrument acceptable to the CITY*) endorsed to the City.

Said deposit guarantees the DEVELOPER will perform his maintenance obligations regarding subdivision improvements, including, but not limited to; lots, streets, sidewalks, trees, common ground areas, erosion and siltation control, and storm drainage facilities, in The Arbors at Kehrs Mill (Plat 2) Subdivision, all in accordance with the approved plans, the governing ordinance for the subdivision and the Subdivision Regulations of

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

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

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

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

4. That the maintenance deposit shall be retained by the CITY OR CREDIT HOLDER to guarantee maintenance of the required improvements and, in addition to being subject to the remedies of Section 1005.080 Subsection (G) and other remedies of the City Code, shall be subject to the immediate order of the Planning and Development Services Director to defray or reimburse any cost to the CITY of maintenance or repair of improvements related to the subdivision which the developer fails or refuses to perform. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the Planning and Development Services Director shall provide the developer with a written demand and opportunity to perform the maintenance before having such maintenance performed by the CITY, or its agents. The Planning and Development Services Director shall have the authority to require the maintenance deposit to be replaced or replenished by the developer, in any form permitted for an original deposit, where the amount remaining is determined to be insufficient or where the maintenance deposit was drawn upon by the CITY for maintenance.

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

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

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

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

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

civil liability that may exist for defects or damages caused by any construction, improvement or development for which any deposit has been released.

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

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

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

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

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

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

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

seals the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ A.D.

ATTEST: (SEAL)

Al Hicks

Type Name: Al Hicks  
Title: Vice-President of JHB Properties, Inc.;  
a member

DEVELOPER: Arbors at Kehrs Mill, LLC

BY: John H. Berra, Jr

Type Name: John H. Berra, Jr  
Title: President of JHB Properties, Inc.;  
a member

Firm Address:  
5091 New Baumgartner Road  
St. Louis, MO 63129

ATTEST: (SEAL)

Cheri K. Rite  
Name: Cheri K. Rite  
Title: Exec Asst

CREDIT HOLDER: Midwest Bank Centre

BY: Cheri K. Rite  
Name: Cheri K. Rite  
Title: Vice President

Firm Address:  
2191 Lemay Ferry Road  
St. Louis, MO 63125

**CITY OF CHESTERFIELD, MISSOURI**

BY \_\_\_\_\_  
Planning and Development Services Director

ATTEST: (SEAL)

APPROVED:

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

\_\_\_\_\_  
Mayor

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

**BANK OFFICIAL'S ACKNOWLEDGMENT**

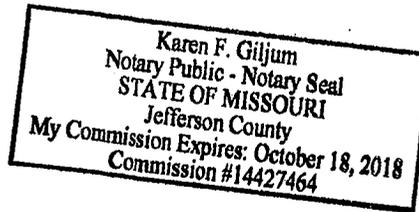
STATE OF MISSOURI    )  
                                  ) SS  
COUNTY OF ST. LOUIS )

On this 25<sup>th</sup> day of February, 2015, before me appeared  
Chris Rife, to me personally known, who, being by me duly  
sworn, did say that he/she is the Vice President (title) of  
Midwest BankCentre (name of bank), a  
\_\_\_\_\_ (corporation, etc.) organized and existing under the laws of the  
United States of America, and that the seal affixed to the foregoing instrument is the Corporate  
Seal of said bank, and that said instrument was signed and sealed on behalf of said bank by  
authority of its Board of Directors, and said Officer (title)  
acknowledged said instrument to be the free act and deed of said bank.

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

Karen F. Giljum  
Notary Public

My Commission Expires: 10-18-2018





**MAINTENANCE DEPOSIT**

**SUBDIVISION: Arbors at Kehrs Mill  
PLAT: 2  
SUB CODE: 305  
DEVELOPER: Arbors at Kehrs Mill LLC**

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

<b>CATEGORY</b>	<b>ORIGINAL BALANCE</b>	<b>DATE OF RELEASE</b>	<b>AMOUNT RELEASED</b>	<b>CURRENT BALANCE</b>
<b>STREETS</b>	<b>\$40,109.30</b>			<b>\$40,109.30</b>
<b>SIDEWALKS</b>	<b>\$2,706.72</b>			<b>\$2,706.72</b>
<b>STORM SEWER</b>	<b>\$32,977.03</b>			<b>\$32,977.03</b>
<b>SAN. SEWER</b>	<b>\$15,583.66</b>			<b>\$15,583.66</b>
<b>DETENTION</b>	<b>\$1,597.75</b>			<b>\$1,597.75</b>
<b>GRADING</b>	<b>\$798.71</b>			<b>\$798.71</b>
<b>EROSION CONTROL</b>	<b>\$804.76</b>			<b>\$804.76</b>
<b>SILTAT'N CONTROL</b>	<b>\$449.24</b>			<b>\$449.24</b>
<b>MONUMENTS</b>	<b>\$1,488.30</b>			<b>\$1,488.30</b>
<b>STREET LIGHTS</b>	<b>\$677.60</b>			<b>\$677.60</b>
<b>STREET SIGNS</b>	<b>\$54.12</b>			<b>\$54.12</b>
<b>WATER MAINS</b>	<b>\$26,671.86</b>			<b>\$26,671.86</b>
<b>COMMON GR. SEED</b>	<b>\$1,200.46</b>			<b>\$1,200.46</b>
<b>ISLAND SODDING</b>	<b>\$130.68</b>			<b>\$130.68</b>
<b>RETAINING WALL</b>	<b>\$10,111.42</b>			<b>\$10,111.42</b>
<b>FENCE</b>	<b>\$738.76</b>			<b>\$738.76</b>
<b>TOTALS</b>	<b>\$136,100.36</b>		<b>\$0.00</b>	<b>\$136,100.36</b>



## NEWSLETTER - CITY COUNCIL MEETING

4/22/15

### AGENDA REVIEW – Monday, May 4 – 6:00PM

Please note that an AGENDA REVIEW meeting has been scheduled for **6:00pm**, on Monday, May 4, 2015. The enclosed AGENDA contains a list of those items to be discussed, by City Council, at this meeting.

As always, if you have any questions regarding any of the items contained within said AGENDA, please let me know. Additionally, if there is anything that you would like ADDED to said AGENDA, please contact either Mayor Nation, or me, prior to Monday's meeting.

### UPCOMING MEETINGS/EVENTS

<b>Thursday, May 7</b>	Planning & Public Works Committee (5:30pm)
<b>Monday, May 11</b>	Planning Commission (7pm)
<b>Monday, May 18</b>	Next City Council Meeting

### PROCLAMATION

At Monday's meeting Mayor Nation will present a proclamation to Gokul Venkatachalam, an eighth-grader at Parkway West Middle School for winning the St. Louis Post-Dispatch Spelling Bee, for his fourth year in a row. Gokul will be competing at this year's Scripps National Spelling Bee, held May 24–29 in the D.C. area

### RESOLUTION NO. 412: RE-APPOINTMENT OF ASSISTANT PROSECUTING ATTORNEY

At the request of Mayor Nation, Resolution No. 412 has been placed on Monday's AGENDA, for review/approval by City Council. Passage of this Resolution would officially re-appoint Tony Pezzani, who is a member of Prosecuting Attorney Tim Engelmeyer's law firm, to another four-year term as Chesterfield's Assistant Prosecuting Attorney, at the same cost of \$500/month. If approved, his four-year term would be retroactive to May 7, 2013, when his previous appointment actually expired. Mr. Pezzani has continued to serve in this capacity, providing assistance to Mr. Engelmeyer, since May 7, 2013. FYI, the term of the Assistant Prosecuting Attorney has always been the same as the Prosecuting Attorney. This re-appointment simply "fell thru the cracks", internally, when Mr. Engelmeyer's re-appointment was being discussed and ultimately approved by City Council.

Please contact Mayor Nation or me, prior to Monday's meeting, if you would like any additional information.

## RECOMMENDATIONS – PLANNING/PUBLIC WORKS COMMITTEE

As detailed in the enclosed MINUTES, prepared by Mike Geisel, Director of Public Services, the Planning/Public Works (P/PW) Committee met on Thursday, April 23, 2015.

The following is a list of those items, recommended for approval by this Committee, which will be discussed in greater detail, at Monday's meeting:

IIIB. **T.S.P. 46-2015**, Sprint (7 Chesterfield Mall) (**VOICE VOTE**)

IIIC. **Resolution No. 413** – Approves **St. Louis Regional All-Hazard Mitigation Plan**

IIID. **Bill No. 3031** – Authorizes Executive of Agreement and Funding re: **New Pedestrian Bridge over I-64** (**FIRST READING**)

IIIE. Recommendation to **Approve Funding for Replacement of HVAC Equipment** at City Hall (**General Fund – Fund Reserves**) (**VOICE VOTE**)

IIIF. **Bill No. 3032** – Approves Acceptance of Portions of **Oak Stand Path and Willow Weald Path** as Public Streets (Reserve at Chesterfield Village) (**FIRST READING**)

IIIG. **Bill No. 3033** – Approves Acceptance of **Todd Evan Trail** as a Public Street (**FIRST READING**)

---- **Bill No. 3021** – P.Z. 11-2014 – **THF Chesterfield Development LLC** (The Commons) (**FIRST READING**) (**GREEN SHEET AMENDMENT**)

---- **Bill No. 3025** – P.Z. 01-2015 – **Barat Academy Foundation** (17831, 17815 and 17803 Wild Horse Creek Road) (**SECOND READING**)

---- **Bill No. 3026** – Authorizes/Approves Participation in **Green Community Program** (**SECOND READING**)

---- **Bill No. 3034** – Approves **Record Plat and Escrow Agreements** – Arbors at Kehrs Mill, Plat 1 (**FIRST AND SECOND READINGS**)

---- **Bill No. 3035** – Approves **Record Plat and Escrow Agreements** – Arbors at Kehrs Mill, Plat 2 (**FIRST AND SECOND READINGS**)

---- Next meeting: **Thursday, 5/7/2015 (5:30pm)**

As always, if you have any questions or would like additional information, please contact Chairperson Connie Fults, any other member of this Committee, Mr. Geisel or me, prior to Monday's meeting.

## PROPOSED BUDGET AMENDMENTS

As is our custom and practice, every year at this time, Finance Director Craig White prepares a list of budget adjustments which, while being "house-keeping" in nature, require formal review/approval by City Council. Mr. Craig's list includes either **amendments or re-appropriations of previously-approved expenditures**, to bring the **FY2014 Budget** in line with actual activity. I join with Mr. Craig in recommending your approval.

If you have any questions, please contact Mr. Craig or me prior to Monday's City Council meeting.

## NEW BUSINESS

At the April 22 City Council meeting, I was authorized/directed to place, on the May 4 City Council meeting AGENDA, the following MOTION, which will be made by Councilmember Elliot Grissom:

“I make a motion to direct the City Attorney to prepare an ordinance, amending Ordinance No. 12, designating the President Pro Tem of City Council as that person responsible for coordinating a process by which Councilmembers are assigned and Chairpersons are determined re: the following City Council Committees: Finance and Administration; Parks and Recreation; Planning and Public Works; Public Health and Safety; Said process to result in four Councilmembers per Committee, one Councilmember per Ward per Committee and one Chairperson per Ward. The ordinance prepared is also to specify that the current President Pro Tem shall be responsible for coordinating, each year, the process by which a new President Pro Tem is selected for the following year. Finally, the ordinance shall specify that the President Pro Tem’s recommendations for Committee Assignments, Chairpersons and President Pro Tem shall be submitted to a vote, by all members of City Council, at the first meeting following the Municipal election and must receive a SIMPLE MAJORITY VOTE APPROVAL, from those present and voting. Assuming this motion is approved, I would ask our City Administrator to place this ordinance on the AGENDA for the May 18 City Council meeting, for FIRST READING APPROVAL.”

If you have any questions, please contact either Councilmember Grissom, or me, prior to Monday’s meeting.

## LIQUOR LICENSE REQUEST

As detailed in the enclosed MEMO, prepared by Andrea Majoros, Business Assistance Coordinator, Staff is recommending approval of an addition of a Sunday liquor license to sell all kinds of intoxicating liquor by the drink for:

**Koreana, located at 13456 Olive Blvd.**

Both our Police Department and the Planning/Development Services Division of the Dept. of Public Services, recommend your approval.

Please let me know, prior to Monday's meeting, if you have any questions.

## LEGISLATION

**BILL NO. 3026** ESTABLISHES A GREEN COMMUNITY PROGRAM; DESCRIBING THE PROJECTS AND PROGRAMS AUTHORIZED TO BE FUNDED BY THE PROGRAM; AND PROVIDING OTHER MATTERS RELATING THERETO. **(SECOND READING; PLANNING AND PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL)**

**BILL NO. 3031** AUTHORIZES THE CITY ADMINISTRATOR TO EXECUTE A TRANSPORTATION ALTERNATIVES FUNDS PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSRUCTION OF A NEW PEDESTRIAN BRIDGE OVER INTERSTATE 64 ADJACENT TO CHESTERFIELD PARKWAY EAST. **(FIRST READING; PLANNING/PUBLIC WORKS RECOMMENDS APPROVAL)**

**BILL NO. 3032** PERTAINS TO THE ACCEPTANCE OF PORTIONS OF OAK STAND PATH AND WILLOW WEALD PATH AS PUBLIC STREETS IN THE CITY OF CHESTERFIELD **(FIRST READING; PLANNING/PUBLIC WORKS RECOMMENDS APPROVAL)**

**BILL NO. 3033** PERTAINS TO THE ACCEPTANCE OF TODD EVAN TRAIL AS A PUBLIC STREET IN THE CITY OF CHESTERFIELD **(FIRST READING; PLANNING/PUBLIC WORKS RECOMMENDS APPROVAL)**

**LEGISLATION - PLANNING COMMISSION**

**BILL NO. 3021** REPEALS CITY OF CHESTERFIELD ORDINANCE NUMBER 2081 TO MODIFY DEVELOPMENT CRITERIA AND USE RESTRICTIONS FOR A 160.195 ACRE TRACT OF LAND ZONED “C-8” PLANNED COMMERCIAL DISTRICT LOCATED BETWEEN US HIGHWAY 40/INTERSTATE 64 AND EDISON AVENUE AND EAST OF RHL DRIVE ( P.Z. 11-2014 THF CHHESTERFIELD DEVELOPMENT LLC [THE COMMONS] - 17T140253, 17U340067, 17U330112, 17T130166, 17T110212, 17T140143, 17U320102, 17U340089, 17U340100, 17U340111, 17U340144, 17T140341, 17T130144, 17U340155, 17U330091, 17T130089, 17T140165, 17T130155, 17U340090, 17T130133, 17U330123, 17U330101, 17T140132, 17T130210, 17T140187, 17U340078, 17T130188, 17T140088, 17T140330, 17U330255, 17U330321, 17T120741, 17U330288, 17T140101) **(FIRST READING; PLANNING COMMISSION RECOMMENDS APPROVAL; PLANNING/PUBLIC WORKS COMMITTEE RECOMMENDS APPROVAL, AS DETAILED IN THE ATTACHED GREEN SHEET)**

**BILL NO. 3025** AMENDS THE ZONING ORDINANCE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF A “LLR” LARGE LOT RESIDENTIAL DISTRICT AND AN “NU” NON-URBAN DISTRICT TO A NEW “LLR” LARGE LOT RESIDENTIAL DISTRICT FOR A 35.097 ACRE TRACT OF LAND LOCATED ON THE NORTH SIDE OF WILD HORSE CREEK ROAD WEST OF ITS INTERSECTION OF GREYSTONE MANOR PARKWAY AND EAST OF ITS INTERSECTION WITH TARA OAKS DRIVE (P.Z. 01-2015 BARAT ACADEMY FOUNDATION [17831, 17815, 17803 WILD HORSE CREEK ROAD] – 18V130099, 18V140098, 18V140065) **(SECOND READING; PLANNING COMMISSION RECOMMENDS APPROVAL)**

**BILL NO. 3034** PROVIDES FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE ARBORS AT KEHRS MILL PLAT 1, A 27.055 ACRE TRACT OF LAND ZONED “PUD” PLANNED UNIT DEVELOPMENT DISTRICT LOCATED NORTH OF THE INTERSECTION OF STRECKER ROAD AND CHURCH ROAD. **(FIRST AND SECOND READINGS; PLANNING COMMISSION RECOMMENDS APPROVAL)**

**BILL NO. 3035** PROVIDES FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR THE ARBORS AT KEHRS MILL PLAT 2, A 31.093 ACRE TRACT OF LAND ZONED “PUD” PLANNED UNIT DEVELOPMENT DISTRICT LOCATED NORTH OF THE INTERSECTION OF STRECKER ROAD AND CHURCH ROAD. **(FIRST AND SECOND READINGS; PLANNING COMMISSION RECOMMENDS APPROVAL)**