



AGENDA
CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Monday, February 5, 2024
7:00 PM

- I. CALL TO ORDER – Mayor Bob Nation**
- II. PLEDGE OF ALLEGIANCE – Mayor Bob Nation**
- III. MOMENT OF SILENT PRAYER – Mayor Bob Nation**
- IV. ROLL CALL – City Clerk Vickie McGownd**
- V. APPROVAL OF MINUTES – Mayor Bob Nation**
 - A. Executive Session Minutes – January 16, 2024**
 - B. City Council Meeting Minutes – January 16, 2024**
- VI. INTRODUCTORY REMARKS – Mayor Bob Nation**
 - A. Wednesday, February 7, 2024 – Parks, Recreation & Arts (5:30pm)**
 - B. Thursday, February 8, 2024 – Planning & Public Works (5:30pm)**
 - C. Monday, February 12, 2024 – Public Health & Safety (5:00pm)**
 - D. Tuesday, February 20, 2024 – City Council (7:00pm)**
- VII. COMMUNICATIONS AND PETITIONS – Mayor Bob Nation**
- VIII. APPOINTMENTS – Mayor Bob Nation**

IX. COUNCIL COMMITTEE REPORTS

A. Planning and Public Works Committee – Chairperson Merrell Hansen, Ward IV

- 1. Proposed Bill No. 3485 – P.Z. 13-2023 17551, 17555 & 17599 Chesterfield Airport Rd. (Baldrige-Ryken, LLC):** An ordinance amending the zoning ordinance 2724 of the City of Chesterfield by changing the boundaries of the “PC” Planned Commercial District to a new “PC” Planned Commercial District for a 2.9 acre tract of land located on the north side of the Chesterfield Airport Road of the intersection of Long Road and Chesterfield Airport Road (P.Z. 13-2023 17551, 17555, & 17599 Chesterfield Airport Road (Baldrige – Ryken, LLC) (17U140252, 17U140263, and 17U140203) **(Second Reading) Planning and Public Works Committee recommends approval with Green Sheet Amendments.**
- 2. FSP 59-2023 AMEREN (14490 Conway Rd):** A request for a new Facilities Siting Permit to install a new wireless telecommunications monopole located at the Union Electric Company site south of Conway Road and north of North Outer 40 Road (Ward 2). **Planning and Public Works Committee recommends approval with one condition.**
- 3. Next Meeting – Thursday, February 8, 2024 (5:30pm)**

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

- 1. Next Meeting – not yet scheduled**

C. Parks, Recreation and Arts Committee – Chairperson Mary Monachella, Ward I

- 1. Next Meeting – Wednesday, February 7, 2024 (5:30pm)**

D. Public Health and Safety Committee – Chairperson Mary Ann Mastorakos, Ward II

- 1. Next Meeting – Monday, February 12, 2024 (5:00pm)**

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

- A. Gamble Schlemeier Success Contingency PAYMENT –** A request to approve a \$10,000 transfer from the General Fund Reserve in order to fund

the payment of the contingency “success” payment associated with obtaining the \$2 million ARPA grant from the State of Missouri, and as contracted in May of 2021. **(Roll Call Vote)**

B. Bid Recommendation – Miracle Field Resurfacing –

Recommendation to accept the bid in the amount of \$286,820 as submitted by Kiefer USA including a reimbursement upon completion to replace the original synthetic infield surface on Miracle Field at the CVAC. This project is funded by a municipal parks grant. **(Roll Call Vote) Department of Park, Recreation and Arts recommends approval.**

C. Bid Recommendation Bid Recommendation – Recommendation to accept the only bid received for the Independence Day pyrotechnic display, in the amount of \$55,000 as submitted by J&M Displays including the option to renew annually for an additional two years under the same terms and conditions. J&M Displays has successfully provided the annual pyrotechnic display in prior years. **(Roll Call Vote) Department of Park, Recreation and Arts recommends approval.**

XI. OTHER LEGISLATION

A. Proposed Resolution No. 495: A Resolution urging Senators and Representatives of the Missouri General Assembly to oppose any legislation or proposal to eliminate the taxation or retail sales on food. City Administrator recommends approval. **(Roll Call Vote) The City Administrator recommends approval.**

B. Proposed Bill No. 3487 – Legends at Schoettler Pointe: An ordinance providing for the approval of a Record Plat and escrow agreements for Legends at Schoettler Pointe Subdivision, a 9.0-acre tract of land zoned “PUD” Planned Unit Development District located on the south side of outer 40 road and east side of Schoettler Road. **(First & Second Reading) Planning Commission recommends approval.**

C. Proposed Bill No. 3488 – Scarborough West, Lot 302 & Lot 303: An ordinance providing for the approval of a Boundary Adjustment Plat for Lot 302 and Lot 303 located on Chermoore Court in the Scarborough West subdivision (20R240388, 20R240379). **(First & Second Reading) Department of Planning recommends approval.**

D. Proposed Bill No. 3426 – Approving a Redevelopment Project for RPA 1-A – An ordinance approving a Redevelopment Project pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended, for that portion of the redevelopment area designated as RPA 1-A under the Chesterfield Tax Increment Financing Redevelopment Plan & Project; adopting tax increment financing within RPA 1-A; making findings with respect thereto; establishing a special allocation fund with respect to RPA

1-A; authorizing certain actions by city officials and officers; and containing a severability clause. **(Second Reading) City Administrator recommends postponement until the first meeting in February of 2025.**

E. Proposed Bill No. 3427 – Approving a Redevelopment Project for RPA

1-B – An ordinance approving a Redevelopment Project pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended, for that portion of the redevelopment area designated as RPA 1-B under the Chesterfield Tax Increment Financing Redevelopment Plan & Project; adopting tax increment financing within RPA 1-B; making findings with respect thereto; establishing a special allocation fund with respect to RPA 1-B; authorizing certain actions by city officials and officers; and containing a severability clause. **(Second Reading) City Administrator recommends postponement until the first meeting in February of 2025.**

F. Proposed Bill No. 3428 – Approving a Redevelopment Project for RPA

1-C – An ordinance approving a Redevelopment Project pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended, for that portion of the redevelopment area designated as RPA 1-C under the Chesterfield Tax Increment Financing Redevelopment Plan & Project; adopting tax increment financing within RPA 1-C; making findings with respect thereto; establishing a special allocation fund with respect to RPA 1-C; authorizing certain actions by city officials and officers; and containing a severability clause. **(Second Reading) City Administrator recommends postponement until the first meeting in February of 2025.**

G. Proposed Bill No. 3429 – Approving a Redevelopment Project for RPA

1-D – An ordinance approving a Redevelopment Project pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended, for that portion of the Redevelopment Area designated as RPA 1-D under the Chesterfield Tax Increment Financing Redevelopment Plan & Project; adopting tax increment financing within RPA 1-D; making findings with respect thereto; establishing a special allocation fund with respect to RPA 1-D; authorizing certain actions by city officials and officers; and containing a severability clause. **(Second Reading) City Administrator recommends postponement until the first meeting in February of 2025.**

H. Proposed Bill No. 3430 – Approving a Redevelopment Project for RPA 3

– An ordinance approving a Redevelopment Project pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended, for that portion of the Redevelopment Area designated as RPA 3 under the Chesterfield Tax Increment Financing Redevelopment Plan & Project; adopting tax increment financing within RPA 3; making findings with respect thereto; establishing a special allocation fund with respect to RPA 3; authorizing certain actions by city officials and officers; and containing a severability clause. **(Second Reading) City Administrator recommends postponement until the first meeting in February of 2025.**

- I. Proposed Bill No. 3489** – An Ordinance authorizing the City of Chesterfield, Missouri to initiate condemnation proceedings to terminate a lease; and authorizing certain city officials and officers to execute all instruments necessary to carry out the intent of this Ordinance. **(First Reading)**
- J. Proposed Bill No. 3490** – An Ordinance authorizing the City of Chesterfield, Missouri to initiate condemnation proceedings to acquire property; and authorizing certain city officials and officers to execute all instruments necessary to carry out the intent of this Ordinance. **(First Reading)**
- K. Proposed Bill No. 3491** – An Ordinance authorizing the City of Chesterfield, Missouri to initiate condemnation proceedings to terminate that amended and restated easement, restriction and operating agreement, as amended, and further supplemented by the Chesterfield Mall supplemental agreement; and authorizing certain city officials and officers to execute all instruments necessary to carry out the intent of this ordinance **(First Reading)**
- L. Proposed Bill No. 3492** – An Ordinance of the City of Chesterfield, Missouri authorizing and approving a redevelopment agreement by and between the City and TSG Downtown Chesterfield Redevelopment, LLC in connection with the redevelopment of that portion of the redevelopment area designate as RPA-1 under the Chesterfield Tax Increment Financing Redevelopment Plan & Project; Authorizing certain actions by city officials and officers; and containing a severability clause.

XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

XIV. ADJOURNMENT

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

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

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



RECORD OF PROCEEDING

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

JANUARY 16, 2024

The meeting was called to order at 7:02 p.m.

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

A roll call was taken with the following results:

PRESENT

ABSENT

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

APPROVAL OF MINUTES

The minutes of the January 2, 2024 Executive Session were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Monachella, to approve the January 2, 2024 Executive Session minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the January 2, 2024 City Council meeting were submitted for approval. Councilmember Hansen made a motion, seconded by Councilmember Moore, to approve the January 2, 2024 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

INTRODUCTORY REMARKS

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

COMMUNICATIONS AND PETITIONS

Mr. George Stock, 257 Chesterfield Business Parkway, indicated that he was available to answer questions regarding Bill No. 3485 (P.Z. 13-2023 17551, 17555 & 17599 Chesterfield Airport Rd. [Baldrige Ryken, LLC]). He also requested that City Council consider adding an approved use for an oil change facility.

APPOINTMENTS

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

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning & Public Works Committee

Bill No. 3485	Amends the zoning ordinance 2724 of the City of Chesterfield by changing the boundaries of the “PC” Planned Commercial District to a new “PC” Planned Commercial District for a 2.9 acre tract of land located on the north side of the Chesterfield Airport Road of the intersection of Long Road and Chesterfield Airport Road (P.Z. 13-2023 17551, 17555, & 17599 Chesterfield Airport Road (Baldrige – Ryken, LLC) (17U140252, 17U140263, and 17U140203) (First Reading) Planning and Public Works Committee recommends approval with Green Sheet Amendments
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Councilmember Merrell Hansen, Chairperson of the Planning & Public Works Committee, made a motion, seconded by Councilmember Monachella, for the first reading of Bill No. 3485.

Councilmember Hansen made a motion, seconded by Councilmember Hurt, to amend Bill No. 3485 to incorporate the green sheet amendments, as recommended by the Planning and Public Works Committee. A voice vote was taken with a unanimous affirmative result and the motion to amend was declared passed.

Councilmember Wahl made a motion to add an approved use for an oil change facility, as requested by the petitioner. The motion failed due to lack of a second.

A voice vote was taken with a unanimous affirmative result, for the first reading of Bill No. 3485, and the amended motion was declared passed. Bill No. 3485 was read for the first time.

Councilmember Hansen announced that the next meeting of this Committee is scheduled for Thursday, January 18, at 5:30 p.m.

Finance & Administration Committee

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

Parks, Recreation & Arts Committee

Councilmember Mary Monachella, Chairperson of the Parks, Recreation & Arts Committee, announced that the next meeting of this Committee is scheduled for Monday, January 22, at 5:30 p.m.

Public Health & Safety Committee

Councilmember Mary Ann Mastorakos, Chairperson of the Public Health & Safety Committee, announced that the next meeting of this Committee is scheduled for Monday, February 12, at 5:00 p.m.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel reported that Staff is recommending award of a contract for 2024 Construction and Inspection Testing Services. Based upon review of information provided by Director of Public Works/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending authorization for the City Administrator to enter into an agreement with Geotechnology Incorporated for Construction Testing and Inspection Services in an amount not to exceed \$110,000, which is the budgeted amount for this item. Councilmember Moore made a motion, seconded by Councilmember Wahl, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Hansen, Monachella, Mastorakos, Hurt, Wahl, Moore, Budoor and McGuinness. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel reported that Staff is recommending award of a contract for an emergency weather alert system. Based upon review of information provided by Director of Parks, Recreation and Arts TW Dieckmann, Mr. Geisel joined with him in recommending authorization for the City Administrator to enter into an agreement with Perry Weather

Systems for the purchase of an outdoor warning and weather system, at the cost of \$47,500, which is the budgeted amount for this item. Councilmember Budoor made a motion, seconded by Councilmember Moore, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Budoor, Monachella, Mastorakos, Wahl, Moore, McGuinness, Hurt and Hansen. Nays – None. Whereupon Mayor Nation declared the motion passed.

OTHER LEGISLATION

Bill No. 3486 Authorizes the City Administrator of the City of Chesterfield to execute an agreement with the Fraternal Order of Police Lodge 15 as the collective bargaining agent for Chesterfield police officers and sergeants **(First and Second Reading) City Administrator recommends approval**

Councilmember Hansen made a motion, seconded by Councilmember Moore, for the first and second readings of Bill No. 3486. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3486 was read for the first and second time. A roll call vote was taken for the passage and approval of Bill No. 3486 with the following results: Ayes – McGuinness, Wahl, Hansen, Moore, Hurt, Monachella, Mastorakos and Budoor. Nays – None. Whereupon Mayor Nation declared Bill No. 3486 approved, passed it and it became **ORDINANCE NO. 3274**.

UNFINISHED BUSINESS

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

NEW BUSINESS

There was no new business.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:24 p.m.

Mayor Bob Nation

ATTEST:

Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____

AGENDA REVIEW – MONDAY, FEBRUARY 5, 2024 – 5:45 PM

An AGENDA REVIEW meeting has been scheduled to start at **5:45 PM, on Monday, February 5, 2024.**

The agenda review will be immediately followed by an executive session.

Please let me know, ASAP, if you will be unable to attend these meetings.

UPCOMING MEETINGS/EVENTS

- A.** Thursday, February 8, 2024 – Planning & Public Works (5:30pm)
- B.** Monday, February 12, 2024 – Public Health & Safety (5:00pm)
- C.** Tuesday, February 20, 2024 – City Council (7:00pm)

COMMUNICATIONS AND PETITIONS

APPOINTMENTS

There are no appointments scheduled for Monday's meeting.

PLANNING AND PUBLIC WORKS COMMITTEE

Chair: Councilmember Merrell Hansen

Vice-Chair: Councilmember Dan Hurt

Proposed Bill No. 3485 – P.Z. 13-2023 17551, 17555 & 17599 Chesterfield Airport Rd. (Baldrige-Ryken, LLC): An ordinance amending the zoning ordinance 2724 of the City of Chesterfield by changing the boundaries of the “PC” Planned Commercial District to a new “PC” Planned Commercial District for a 2.9 acre tract of land located on the north side of the Chesterfield Airport Road of the intersection of Long Road and Chesterfield Airport Road (P.Z. 13-2023 17551, 17555, & 17599 Chesterfield Airport Road (Baldrige – Ryken, LLC) (17U140252, 17U140263, and 17U140203) (Second Reading) Planning and Public Works Committee recommends approval with Green Sheet Amendments.

FSP 59-2023 AMEREN (14490 Conway Rd): A request for a new Facilities Siting Permit to install a new wireless telecommunications monopole located at the Union Electric Company site south of Conway Road and north of North Outer 40 Road (Ward 2). Planning and Public Works Committee recommends approval with one condition.

NEXT MEETING

The next meeting of the Planning and Public Works Committee is scheduled for Thursday, February 8th, 2024, at 5:30pm.

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

MEMORANDUM

TO: Mike Geisel, City Administrator

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

SUBJECT: Planning & Public Works Committee Meeting Summary
Thursday, January 18, 2024



A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, January 18, 2024 in Conference Room 101.

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

Also in attendance were: Justin Wyse, Director of Planning; Isaak Simmers, Planner; Theresa Barnicle, Recording Secretary; and Susan Storie, Selective Solutions Representative.

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

I. APPROVAL OF MEETING SUMMARY

A. Approval of the January 4, 2024 Committee Meeting Summary

Councilmember Mastorakos made a motion to approve the Meeting Summary of January 4, 2024. The motion was seconded by **Councilmember Monachella** and **passed** by a voice vote of 4-0.

II. UNFINISHED BUSINESS

- A. **FSP 59-2023 AMEREN (14490 Conway Rd):** A request for a new Facilities Siting Permit to install a new wireless telecommunications monopole located at the Union Electric Company Site south of Conway Road and north of North Outer 40 Road (Ward 2).

STAFF PRESENTATION

Mr. Isaak Simmers, Planner, explained in his presentation the subject site is zoned as a Non-Urban district, and the proposed tower is approximately 207' from Conway Rd. The side yard setbacks are located 825' from rear property line that borders North Outer 40, 174' from West property line, and 522' from East property line. The tower is proposed to reach a maximum height of 165'. Per UDC requirements, the tower must meet the Non-Urban District setbacks or be 110% of the tower height, whichever is greater. Since the proposed submittal does not meet the 110% requirement, the applicant has provided a fall zone letter to ensure that their technology and safety measures are safe, and that the tower is designed with a fail-safe mechanism so if the tower should become damaged, it would crumble onto itself.

The monopole tower will not be for public use, but instead for Ameren's communication with monitoring services of sub stations and smart monitors installed in homes. No cell phone signal usage is proposed at this time. The tower will also be equipped with infrastructure security

measures; a chain link fence, emergency light fixture, and state mandated security signage. The proposed 165' tower will provide approximately 158 square miles of -110 dBm RSRP coverage.

DISCUSSION

Councilmember Hurt raised the issue of camouflaging the tower, and if it could be possibly disguised in any manner, citing the example of the poles at the TopGolf facility sticking out against the landscape of the area. He was fine with whatever decision the council made whether or not to paint the structure.

Councilmember Monachella expressed her concern about what was around the site that could be damaged, specifically power lines or residential homes. She also commented on the addition of landscaping to the site, asking who would maintain any installed landscaping. Because the property belongs to Ameren, it is their decision to add any landscaping, and at this time, they have deemed it unnecessary due to there already being existing trees there. If landscaping was not going to be added, then Councilmember Monachella suggested camouflaging the fence, and cited the example of powder coating in a different color or fence slats, to which Ameren may be open to as well.

Councilmember Mastorakos was concerned about the conflict of signal strength or levels of radiation, to which representative Storie explained that is regulated through the FCC, and there should not be any issues. The Councilmember also raised the question if there would be any lights, to which it was answered that they are not putting any lights up. She was curious if anyone has spoken with any of the surrounding neighborhoods regarding the construction of the tower. There was some discussion about communication with residents, to which Chair Hansen contributed to.

Chair Hansen was also concerned about the sturdiness of the tower, and if it would damage surrounding property if it was to collapse, to which representative Storie assured these types of towers are very sturdy and designed to withstand all types of natural disaster occurrences. If, on the off-chance the tower did collapse, it is designed with a fail-safe point. Concerning the residents that live nearby, Councilmember Hansen stated that it's the Committee's responsibility to keep them informed of what's going on. Mr. Wyse stated that he would be happy to reach out to the trustees of each neighborhood to provide them with information about the project, and that there was no standard process for contacting residents, so this project was outside of the norm. The council came to a consensus that they must be contacted in some way, and Mr. Wyse would brainstorm some ideas.

Motion

Councilmember Mastorakos made a motion to approve FSP 59-2023 AMEREN (14490 Conway Rd) to City Council with the addition of disguised fencing discussed. The motion was seconded by Councilmember Monachella and **passed by a voice vote of 4-0.**

III. NEW BUSINESS

IV. OTHER

V. ADJOURNMENT

The meeting adjourned at 6:08 p.m.

BILL NO. 3485

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE 2724 OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF THE “PC” PLANNED COMMERCIAL DISTRICT TO A NEW “PC” PLANNED COMMERCIAL DISTRICT FOR A 2.9 ACRE TRACT OF LAND LOCATED ON THE NORTH SIDE OF THE CHESTERFIELD AIRPORT ROAD OF THE INTERSECTION OF LONG ROAD AND CHESTERFIELD AIRPORT ROAD [P.Z. 13-2023 17551, 17555, & 17599 CHESTERFIELD AIRPORT ROAD (Baldrige – Ryken, LLC)(17U140252, 17U140263, and 17U140203)].

WHEREAS, the petitioner, Baldrige – Ryken , LLC, has requested a change in zoning from the “PC” Planned Commercial District to new “PC” Planned Commercial District for a 2.9 acre tract of land located on the north side of Chesterfield Airport Road; and,

WHEREAS, a Public Hearing was held before the Planning Commission on September 27, 2023; and,

WHEREAS, the Planning Commission, having considered said request, recommended approval of the change of zoning, with amendment, by a vote of 8-0; and,

WHEREAS, the Planning and Public Works Committee, having considered said request, recommended approval of the change of zoning, with amendments, by a vote of 3-1; 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 Zoning Ordinance 2724 and the Official Zoning District Map, which are part thereof, are hereby amended by establishing a “PC” Planned Commercial District designation for a 2.9 acre tract of land located on the north side of Chesterfield Airport Road as described as follows:

A TRACT OF LAND LOCATED IN U.S. SURVEY 126 IN TOWNSHIP 45 NORTH, RANGE 4 EAST, ST. LOUIS COUNTY, MISSOURI,

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD LOCATED AT THE SOUTHWESTERN CORNER OF LOT A OF THE RESUBDIVISION OF LOT 1 OF HIGHWAY FORTY PARK AS RECORDED IN PLAT BOOK 347, PAGES 145 AND 146 OF THE ST. LOUIS COUNTY RECORDS: SAID POINT ALSO BEING LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF CHESTERFIELD AIRPORT ROAD, 100 FEET WIDE, AS ESTABLISHED BY BOOK 1302, PAGE 180 OF ABOVE SAID RECORDS; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 89 DEGREES 40 MINUTES 43 SECONDS WEST, 317.63 FEET TO ITS INTERSECTION WITH THE EASTERN RIGHT-OF-WAY LINE OF LONG ROAD, VARIABLE WIDTH, AS ESTABLISHED BY BOOK 6337, PAGE 2466 OF ABOVE SAID RECORDS; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING: NORTH 44 DEGREES 36 MINUTES 49 SECONDS WEST, 126.88 FEET AND NORTH 07 DEGREES 29 MINUTES 28 SECONDS EAST, 175.48 FEET TO THE SOUTHWESTERN CORNER OF LOT C OF ABOVE SAID RESUBDIVISION OF LOT 1 OF HIGHWAY FORTY PARK; THENCE ALONG THE SOUTHERN LINE OF SAID LOT C, NORTH 71 DEGREES 32 MINUTES 38 SECONDS EAST, 414.60 FEET TO THE WEST LINE OF LOT B OF SAID RESUBDIVISION; THENCE ALONG THE WEST LINES OF LOT B AND LOT A OF SAID RESUBDIVISION, SOUTH 01 DEGREE 22 MINUTES 14 SECONDS WEST 393.89 FEET TO THE POINT OF BEGINNING. CONTAINING 127,633 SQUARE FEET OR 2.930 ACRES, MORE OR LESS.

Section 2. The preliminary approval, pursuant to the City of Chesterfield Zoning Ordinance is granted, subject to all of the ordinances, rules and regulations.

Section 3. The City Council, pursuant to the petition filed by Baldrige - Ryken, LLC, in P.Z. 13-2023, 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 27th day of September, 2023, 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 _____, 2024.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 01/16/2024

ATTACHMENT A

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

I. SPECIFIC CRITERIA

A. PERMITTED USES

1. The uses allowed in this "PC" Planned Commercial District shall be:

- a. Animal grooming service
- b. Bakery
- c. Barber or beauty shop
- d. Car wash
- e. Coffee shop, drive thru
- f. Commercial service facility
- g. Dry cleaning establishment, with drive thru
- h. Filling station and convenience store with pump stations
- i. Financial institution, drive thru
- j. Grocery, neighborhood
- k. Office, dental
- l. Office, general
- m. Office, medical
- n. Professional and technical service facility
- o. Restaurant, fast food
- p. Restaurant, Sit down
- q. Restaurant, Take out
- r. Retail sales establishment, community

- s. Retail sales establishment, neighborhood
- 2. The above uses in the “PC” District shall be restricted as follows:
 - a. The number of drive thru facilities permitted in the “PC” Planned Commercial District at any given time shall be limited to one (1) car wash and two (2) additional drive thru use.
- 3. Hours of Operation.
 - a. Uses “r” and “s” listed above will be subject to hours of operation for the public from 6:00 AM to 11:00 PM.
- 4. Ancillary uses for the above referenced permitted uses shall include check cashing facility.

B. FLOOR AREA, HEIGHT, BUILDING AND PARKING STRUCTURE REQUIREMENTS

- 1. Height
 - a. The maximum height of the building, exclusive of roof screening, shall not exceed forty-two (42) feet.
- 2. Building Requirements
 - a. A minimum of thirty-five percent (35%) openspace is required for this development.
 - b. This development shall have a maximum F.A.R. of 0.55.

C. SETBACKS

- 1. Structure Setbacks

No building or structure, other than: a freestanding project identification sign, light standards, or flag poles will be located within the following setbacks:

 - a. Sixty (60) feet from the right-of-way of Chesterfield Airport Road on the southern boundary of the “PC” District.
 - b. Fifty (50) feet from Long Road Right-Of -Way.
 - c. Twenty (20) feet from the northern boundary of the “PC” District.
 - d. Fifteen (15) feet from the eastern boundary of the “PC” District.
- 2. Parking Setbacks

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

- a. Thirty (30) feet from the right-of-way of Chesterfield Airport Road on the southern boundary of the "PC" District.
 - b. Thirty (30) feet from Long Road Right-Of-Way.
 - c. Ten (10) feet from the northern boundary of the "PC" District.
 - d. Zero (0) feet from the eastern boundary of the "PC" District.
 - e. Zero (0) feet from all internal lot lines.
3. Internal setbacks, including the landscape island between potential area 1 and potential area 2, shall substantially conform to the Preliminary Development Plan.

D. PARKING AND LOADING REQUIREMENTS

1. No construction related parking shall be permitted within right of way or on any existing roadways. All construction related parking shall be confined to the development.

E. LANDSCAPE AND TREE REQUIREMENTS

The developer shall adhere to the Landscape and Tree Preservation Requirements of the City of Chesterfield Code.

F. SIGN REQUIREMENTS

1. Signs shall be permitted in accordance with the regulations of the City of Chesterfield Code or a Sign Package may be submitted for the planned district. Sign Packages shall adhere to the City Code and are reviewed and approved by the City of Chesterfield Planning Commission.
2. Installation of Landscaping and Ornamental Entrance Monument or Identification Signage 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.

G. LIGHT REQUIREMENTS

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

H. ARCHITECTURAL

1. The developer shall adhere to the Architectural Review Standards of the City of Chesterfield Code.
2. Trash enclosures: All exterior trash areas will be enclosed with a minimum six (6) foot high sight-proof enclosure complemented by adequate landscaping. The location, material, and elevation of any trash enclosures will be as approved by the City of Chesterfield on the Site Development Plan.

I. ACCESS/ACCESS MANAGEMENT

1. Access to the development shall be via one (1) bi-directional commercial entrance located to provide as shown on the Preliminary Site Plan and adequate sight distance shall be provided, as directed by the City of Chesterfield, the Missouri Department of Transportation and St. Louis County Department of Transportation.
2. If adequate sight distance cannot be provided at the access location(s), acquisition of right-of-way, reconstruction of pavement and other off-site improvements may be required to provide the required sight distance as required by the City of Chesterfield, MODOT and St. Louis County in control of the right of way off which the access is proposed.
3. Cross access shall be provided to the properties in the development and to the neighboring properties as directed by the City of Chesterfield and a cross-access/maintenance agreement shall be executed by the City and property owner regarding the existing shared access drive prior to issuance of permits.

J. PUBLIC/PRIVATE ROAD IMPROVEMENTS, INCLUDING PEDESTRIAN CIRCULATION

1. Obtain approvals from the City of Chesterfield, the St. Louis County Department of Transportation, and the Missouri Department of Transportation for as necessary for locations of proposed curb cuts and access points, areas of new dedication, and roadway improvements.
2. Additional right-of-way and road improvements shall be provided, as required by the Missouri Department of Transportation, St. Louis County, and the City of Chesterfield.
3. Any request to install a gate at the entrance to this development must be approved by the City of Chesterfield and the agency in control of the right of way off of which the entrance is constructed. No gate installation will be permitted on public right of way.
4. If a gate is installed on a street in a development, the streets within the development or that portion of the development that is gated shall be private and remain private forever.

5. Provide a 5-foot-wide sidewalk, conforming to ADA standards, along all frontages of the site. The sidewalk shall provide for future connectivity to adjacent developments and/or roadway projects. The sidewalk may be located within right-of-way controlled by MODOT, if permitted by that agency or on private property within a 6-foot-wide sidewalk, maintenance and utility easement dedicated to the City of Chesterfield.

K. TRAFFIC STUDY

1. Provide a traffic study as directed by the City of Chesterfield and/or the St. Louis County Department of Transportation. The scope of the study shall include internal and external circulation and may be limited to site specific impacts, such as the need for additional lanes, entrance configuration, geometrics, sight distance, traffic signal modifications or other improvements required, as long as the density of the proposed development falls within the parameters of the City's traffic model. Should the density be other than the density assumed in the model, regional issues shall be addressed as directed by the City of Chesterfield.
2. Provide a sight distance evaluation report, as required by the City of Chesterfield, for the proposed entrance onto Chesterfield Airport Road. If adequate sight distance cannot be provided at the access location, acquisition of right-of-way, reconstruction of pavement, including correction to the vertical alignment, and/or other off-site improvements shall be required, as directed by the City of Chesterfield and/or the St. Louis County Department of Highways and Traffic.

L. 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 Seventy-two (72) 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.

M. STORM WATER

1. The site shall provide for the positive drainage of storm water and it shall be discharged at an adequate natural discharge point or connected to an adequate piped system.
2. Detention/retention and channel protection measures are to be provided in each watershed as required by the Metropolitan St. Louis Sewer District and

Monarch Chesterfield Levee District. The storm water management facilities shall be operational prior to paving of any driveways or parking areas. The location and types of storm water management facilities shall be identified on all Site Development Plans.

3. Emergency overflow drainage ways to accommodate runoff from the 100-year storm event shall be provided for all storm sewers, as directed by the Monarch Chesterfield Levee District, Metropolitan St. Louis Sewer District, City of Chesterfield.
4. Offsite storm water shall be picked up and piped to an adequate natural discharge point. Such bypass systems must be adequately designed.

N. SANITARY SEWER

1. Public sanitary sewers shall be extended to serve each lot in the development.
2. The project is in the Caulks Creek Service area and will be subject to the Caulks Creek Surcharge as per the Metropolitan St. Louis Sewer District requirements.
3. Sanitary sewers shall be as approved by the City of Chesterfield and the Metropolitan St. Louis Sewer District.

O. GEOTECHNICAL REPORT

Prior to the Site Development Plan approval, the developer shall provide a geotechnical report, prepared by a registered professional engineer licensed to practice in the State of Missouri, as directed by the City of Chesterfield. The report shall verify the suitability of grading and proposed improvements with soil and geologic conditions and address the existence of any potential sinkhole, ponds, dams, septic fields, etc., and recommendations for treatment. A statement of compliance, signed and sealed by the geotechnical engineer preparing the report, shall be included on all Site Development Plans and Improvement Plans.

R. MISCELLANEOUS

1. All utilities will be installed underground.
2. An opportunity for recycling will be provided.
3. Prior to record plat approval, the developer shall cause, at his expense and prior to the recording of any plat, the reestablishment, restoration or appropriate witnessing of all Corners of the United States Public Land Survey located within, or which define or lie upon, the out boundaries of the subject tract in accordance with the Missouri Minimum Standards relating to the preservation

and maintenance of the United States Public Land Survey Corners, as necessary.

4. If the development in, or alteration of, the floodplain is proposed, the developer shall submit a Floodplain Study and Floodplain Development Permit/Application to the City of Chesterfield for approval. The Floodplain Study must be approved by the City of Chesterfield prior to the approval of the Site Development Plan, as directed. The Floodplain Development Permit must be approved prior to the approval of a grading permit or improvement plans. If any change in the location of the Special Flood Hazard Area is proposed, the Developer shall be required to obtain a Letter of Map Revision (LOMR) from the Federal Emergency Management Agency. The LOMR must be issued by FEMA prior to the final release of any escrow held by the City of Chesterfield for improvements in the development. Elevation Certificates will be required for any structures within the Special Flood Hazard Area or the Supplemental Protection Area. All new roads within and adjacent to this site shall be constructed at least one (1) foot above the base flood elevation of the Special Flood Hazard Area. Improvements to existing roadways shall be required as necessary to provide at least one access route to each lot that is at least one (1) foot above the base flood elevation. Consult Article 5 of the Unified Development Code for specific requirements for specific requirements.
5. The developer is advised that utility companies will require compensation for relocation of their facilities within public road right-of-way. Utility relocation cost shall not be considered as an allowable credit against the petitioner's traffic generation assessment contributions. The developer should also be aware of extensive delays in utility company relocation and adjustments. Such delays will not constitute a cause to allow occupancy prior to completion of road improvements.
6. Prior to Special Use Permit issuance by the Saint Louis County Department of Transportation, a special cash escrow or a special escrow supported by an Irrevocable Letter of Credit, must be established with the Saint Louis County Department of Transportation to guarantee completion of the required roadway improvements.

II. GENERAL CRITERIA

A. SITE DEVELOPMENT CONCEPT PLAN

1. Any Site Development Concept Plan shall show all information required on a preliminary plat as required in the City of Chesterfield Code.
2. Include a Conceptual Landscape Plan in accordance with the City of Chesterfield Code to indicate proposed landscaping along arterial and collector roadways.

3. Include a Lighting Plan in accordance with the City of Chesterfield Code to indicate proposed lighting along arterial collector roadways.
4. Provide comments/approvals from the appropriate Fire District, the St. Louis County Department of Highways and Traffic, Metropolitan St. Louis Sewer District, Monarch Chesterfield Levee District, Spirit of St. Louis Airport and the Missouri Department of Transportation.
5. Compliance with the current Metropolitan St. Louis Sewer District Site Guidance as adopted by the City of Chesterfield.

B. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS

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

1. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.
2. Outboundary plat and legal description of property.
3. Density calculations.
4. Parking calculations. Including calculation for all off street parking spaces, required and proposed, and the number, size and location for handicap designed.
5. Provide openspace percentage for overall development including separate percentage for each lot on the plan.
6. Provide Floor Area Ratio (F.A.R.).
7. A note indicating all utilities will be installed underground.
8. A note indicating signage approval is separate process.
9. Depict the location of all buildings, size, including height and distance from adjacent property lines, and proposed use.
10. Specific structure and parking setbacks along all roadways and property lines.
11. Indicate location of all existing and proposed freestanding monument signs.
12. Zoning district lines, subdivision name, lot number, dimensions, and area, and zoning of adjacent parcels where different than site.
13. Floodplain boundaries.

14. Depict existing and proposed improvements within 150 feet of the site as directed. Improvements include, but are not limited to, roadways, driveways and walkways adjacent to and across the street from the site, significant natural features, such as wooded areas and rock formations, and other karst features that are to remain or be removed.
15. Depict all existing and proposed easements and rights-of-way within 150 feet of the site and all existing or proposed off-site easements and rights-of-way required for proposed improvements.
16. Indicate the location of the proposed storm sewers, detention basins, sanitary sewers and connection(s) to the existing systems.
17. Depict existing and proposed contours at intervals of not more than one (1) foot, and extending 150 feet beyond the limits of the site as directed.
18. Address trees and landscaping in accordance with the City of Chesterfield Code.
19. Comply with all preliminary plat requirements of the City of Chesterfield Subdivision Regulations per the City of Chesterfield Code.
20. Signed and sealed in conformance with the State of Missouri Department of Economic Development, Division of Professional Registration, Missouri Board for Architects, Professional Engineers and Land Surveyors requirements.
21. Provide comments/approvals from the appropriate Fire District, Monarch Levee District, Metropolitan St. Louis Sewer District, Spirit of St. Louis Airport, the Missouri Department of Transportation, and the St. Louis County Department of Highways and Traffic.
22. Compliance with Sky Exposure Plane.
23. Compliance with the current Metropolitan St. Louis Sewer District Site Guidance as adopted by the City of Chesterfield.

C. SITE DEVELOPMENT SECTION PLAN SUBMITTAL REQUIREMENTS

The Site Development Section Plan shall adhere to the above criteria and to the following:

1. Location map, north arrow, and plan scale. The scale shall be no greater than one (1) inch equals one hundred (100) feet.

2. Parking calculations. Including calculation for all off street parking spaces, required and proposed, and the number, size and location for handicap designed.
3. Provide openspace percentage for overall development including separate percentage for each lot on the plan.
4. Provide Floor Area Ratio (F.A.R.).
5. A note indicating all utilities will be installed underground.
6. A note indicating signage approval is separate process.
7. Depict the location of all buildings, size, including height and distance from adjacent property lines and proposed use.
8. Specific structure and parking setbacks along all roadways and property lines.
9. Indicate location of all existing and proposed freestanding monument signs.
10. Zoning district lines, subdivision name, lot number, lot dimensions, lot area, and zoning of adjacent parcels where different than site.
11. Floodplain boundaries.
12. Depict existing and proposed improvements within 150 feet of the site as directed. Improvements include, but are not limited to, roadways, driveways and walkways adjacent to and across the street from the site, significant natural features, such as wooded areas and rock formations, and other karst features that are to remain or be removed.
13. Depict all existing and proposed easements and rights-of-way within 150 feet of the site and all existing or proposed off-site easements and rights-of-way required for proposed improvements.
14. Indicate the location of the proposed storm sewers, detention basins, sanitary sewers and connection(s) to the existing systems.
15. Depict existing and proposed contours at intervals of not more than one (1) foot, and extending 150 feet beyond the limits of the site as directed.
16. Address trees and landscaping in accordance with the City of Chesterfield Code.
17. Comply with all preliminary plat requirements of the City of Chesterfield Subdivision Regulations per the City of Chesterfield Code.

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.
19. Provide comments/approvals from the appropriate Fire District, Monarch Levee District, Spirit of St. Louis Airport, Metropolitan St. Louis Sewer District, St. Louis Department of Highways and Traffic, and the Missouri Department of Transportation.
20. Compliance with Sky Exposure Plane.
21. Compliance with the current Metropolitan St. Louis Sewer District Site Guidance as adopted by the City of Chesterfield.

III. TRUST FUND CONTRIBUTION

The developer shall be required to contribute to the Traffic Generation Assessment (TGA) to the Trust Fund Area E.

A. ROADS

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. The amount of the developer's contribution to this fund shall be computed based on the following:

<u>Type of Development</u>	<u>Required Contribution</u>
General Office	\$878.76
Drive-In Fast Food Restaurant	\$5,273.05
Quality Restaurant	\$878.76
Convenience Store, Gas Station	\$17,576.35
Car Wash	\$87,911.30/AC
General Retail	\$2,636.43
Loading Space	\$4,314.18

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

If types of development differ from those listed, rates shall be provided by the City of Chesterfield.

Allowable credits for required improvements will be awarded as directed by the City of Chesterfield. Sidewalk construction and utility relocation, among other items, are not considered allowable credits.

As this development is located within a trust fund area, any portion of the traffic generation assessment contribution which remains following completion of road improvements required by the development will be retained in the appropriate trust fund.

The amount of these required contributions for the storm water and primary water line improvements, if not submitted by January 1, 2024 shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accordance with the construction cost index as determined by the City of Chesterfield.

The Traffic Generation Assessment (TGA) contribution shall be made prior to the issuance of a Municipal Zoning Approval (MZA) by the City of Chesterfield.

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 \$1,060.35 per acre for the total area as approved on the Site Development Plan to be used solely to help defray the cost of constructing the primary water line serving the Chesterfield Valley area.

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

C. STORM WATER

The storm water contribution is based on gross acreage of the development land area. These funds are necessary to help defray the cost of engineering and construction improvements for the collection and disposal of storm water from the Chesterfield Valley in accordance with the Master Plan on file with and jointly approved by Saint Louis County and the Metropolitan Saint Louis Sewer District. The amount of the storm water contribution will be computed based on \$3,364.25 per acre for the total area as approved on the Site Development Plan.

The storm water contributions to the Trust Fund shall be deposited with the Saint Louis County Department of Transportation. The deposit shall be made prior to the issuance of a Special Use Permit (S.U.P.) by Saint Louis County Department of Transportation or prior to the issuance of building permits in the case where no Special Use Permit is required. Funds shall be payable to Treasurer, Saint Louis County.

D. SANITARY SEWER

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

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

IV. RECORDING

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

V. ENFORCEMENT

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

December 21, 2023

City of Chesterfield
690 Chesterfield Pkwy West
Chesterfield, MO 63017

Attention: Mr. Justin Wyse – Director of Planning & Ms. Shilpi Bharti – City Planner

RE: Responses to comments and questions from the 12/7/2023 “Planning & Public Works Committee” meeting, regarding P.Z. 13-2023 17551, 17555 & 17599 Chesterfield Airport Road (Baldrige – Ryken LLC) (Stock Project No. 223-7350)

Dear Mr. Wyse & Ms. Bharti,

Pursuant to our Planning & Public Works meeting, I have spoken with Mr. Ryan Baldrige – owner / developer of the property and offer the following:

- 1) Regarding the request for “Vehicle Repair and Service Facility”. The intent is for this use to be like Northwest Automotive, Meineke, VIOC or Dobbs. There is no intention to allow “collision services, including body, frame or fender repair and overall body”. There would be no storage of vehicles other than those uses daily, i.e. a car is dropped off for tires then picked up in the evening. The size of this building would not exceed 7500 sf.
- 2) “Two additional Drive Thru Uses”, Maintaining 1 full drive thru as allowed plus 1 pick up window via pre order would be acceptable. This window would not have an order menu board, it would only function as a pickup window on pre orders, “low traffic volume”. This should alleviate the concern of too much intensity.
- 3) Regarding the discussion relative to the access drive to Chesterfield Airport Road, potentially being closed upon cross access to the East, this is not acceptable. There are too many unknowns associated with possible redevelopment of existing potential development to the East. This development is dependent on retaining its access to Chesterfield Airport Road as granted in Ordinance No. 2742 and approved by St. Louis County Department of Transportation.

Should you have any questions or comments, please feel free to call. We look forward to the meeting on 1/4/2023 with the Planning and Public Works Committee.

Sincerely,



George M. Stock, P.E.
President

Enclosure: Preliminary Development Plan with stacking of vehicles displayed in “Red”.
Definitions: Vehicle Repair & Services Facility, Oil Change Facility

CC: Mr. Ryan Baldrige – Baldrige Ryken LLC. (ryanbaldrige@me.com)
Mrs. Kate Stock Gitto, P.E. – Associate (kate.gitto@stockassoc.com)

October 16, 2023

PROJECT NARRATIVE

Ordinance #2742 Amendment Request – 17599, 17551, & 17555 Chesterfield Airport Road
(Stock Project No. 223-7350)

On behalf of the property owner under contract, Baldrige – Lyken, LLC, Stock & Associates Consulting Engineers Inc. respectfully requests the City of Chesterfield's consideration in an Ordinance Amendment for a ± 2.93 Acre tract of land located at 17599, 17551, & 17555 Chesterfield Airport Road zoned "PC" Planned Commercial District (City of Chesterfield Ord. 2742) to add "Vehicle Repair Service Facility" as a permitted use and modifications to the design criteria. The existing site is currently undeveloped. The existing site is currently governed by Ordinance #2742, which has a minimum required open space of 35.0%, max height of 42.0 feet and a floor area ratio of 0.55. The proposed design criteria request is to retain the current floor area ratio, openspace requirements, building height, but modify some of the building and parking setbacks. The City's Comprehensive Plan designates this site as well as the adjacent properties to the North, South, and East as "Regional Commercial". We respectfully request the City's consideration of this item. Baldrige-Lyken, LLC intends to develop three (3) commercial facilities on individual lots.

Amendment 1. We respectfully request "Vehicle Repair & Service Facility" be added to the list of permitted uses.

Amendment 2. We respectfully request the language in Attachment A under I. Specific Criteria A.2. "The Uses in "PC" Districted shall be restricted as follows:" be revised to: The number of drive thru facilities permitted in the "PC" Planned Commercial District at any given time shall be limited to one (1) car wash and two (2) additional drive thru uses.

Design Criteria Request:

Floor Area, Height, and Building Requirements:

1. Height
 - a. The maximum height for all buildings and structures shall be forty-two (42.0) feet.
2. Density
 - a. Maximum floor area ratio (F.A.R.) of fifty-five hundredths (0.55)
 - b. Open Space: a minimum open space of thirty percent (35%) for this PC District.

Setbacks

1. Structure Setbacks

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

 - a. Sixty (60) feet from Chesterfield Airport Road Right-Of-Way
 - b. Fifty (50) feet from Long Road Right-Of-Way
 - c. Twenty (20) feet from the North Boundary of this Planned Commercial District
 - d. Fifteen (15) feet from the East Boundary of this Planned Commercial District

2. Parking Setbacks

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

- a. Thirty (30) feet from Chesterfield Airport Road Right-Of-Way
- b. Thirty (30) feet from Long Road Right-Of-Way
- c. Ten (10) feet from the North Boundary of this Planned Commercial District
- d. Zero (0) feet from the East Boundary of this Planned Commercial District.
- e. Zero (0) feet from all internal lot lines.

Existing Permitted Uses to remain a part of Ordinance #2742:

Office

1. Office – Dental
2. Office – General
3. Office – Medical

Commercial/Sales

4. Bakery
5. Coffee shop, drive-thru
6. Grocery – neighborhood
7. Restaurant – sit down
8. Restaurant – fast food
9. Restaurant – take out
10. Retail Sales Establishment – community
11. Retail Sales Establishment – neighborhood

Service/Industrial

12. Animal Grooming Service
13. Barber or Beauty Shop
14. Car Wash
15. Commercial Service Facility
16. Dry Cleaning Establishment, with drive thru
17. Filling Station and Convenience Store with Pump Stations
18. Financial Institution, drive thru
19. Professional and Technical Service Facility

Requested Permitted Uses to be added to Ordinance #2742 list of permitted uses:

20. Vehicle Repair Service Facility

[illegible]

LEGEND:
 REQUIRED STAKING PER CODE
 ADDITIONAL STAKING PROVIDED

CHESTERFIELD AIRPORT ROAD

N/F
GET RIGHT
CHESTERFIELD AIRPORT
RD LLC
17551 CHESTERFIELD
AIRPORT RD
LOC #17U140203
DB. 20852, PG. 16

N/F
JELINEK EIGHT PARTNERSHIP
7599 CHESTERFIELD AIRPORT RD.
LOC #17U140252
DB. 8387, PG. 1562

PR. 26.0'w
CROSS ACCESS ESMT
PER ORD. 2742 CONDITION:
ACCESS/ACCESS MANAGEMENT

PR. 5.0'w.
WALK (TYP)

S89° 40' 43"W 28.08'

S89° 40' 43"W 289.55'

PREPARED BY:

EXHIBIT FOR:

TEXT AMENDMENT TO ORDINANCE No. 2742

17551, 175551 & 17599 CHESTERFIELD AIRPORT ROAD
CHESTERFIELD, MISSOURI 63005

DRAWN BY: K.S.G.	CHECKED BY: G.M.S.
DATE: 12/08/2023	JOB NO: 222-7350
M.S.D. P # -	BASE MAP # 17U
S.L.C. H&T #	H&T S.U.P. #
M.D.N.R. #	

SHEET TITLE:

DRIVE-THROUGH
STACKING EXHIBIT

SHEET NO.:

1 of 1

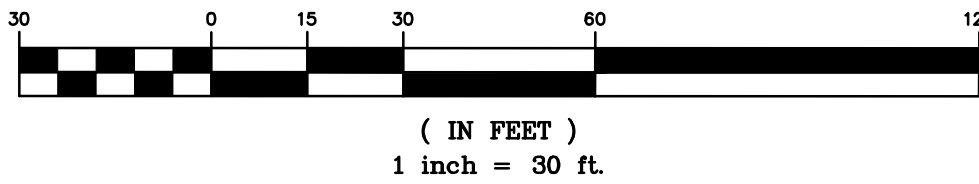
257 Chesterfield Business Parkway
St. Louis, MO 63005 PH. (636)
5530-9100 FAX (636) 530-9130
e-mail: general@stockassoc.com
Web: www.stockassoc.com

STOCK & ASSOCIATES
Consulting Engineers, Inc.

PRELIMINARY DEVELOPMENT PLAN

A TRACT OF LAND BEING LOCATED IN U.S. SURVEY 126 IN
TOWNSHIP 45 NORTH, RANGE 4 EAST, CITY OF CHESTERFIELD,
ST. LOUIS COUNTY, MISSOURI

GRAPHIC SCALE

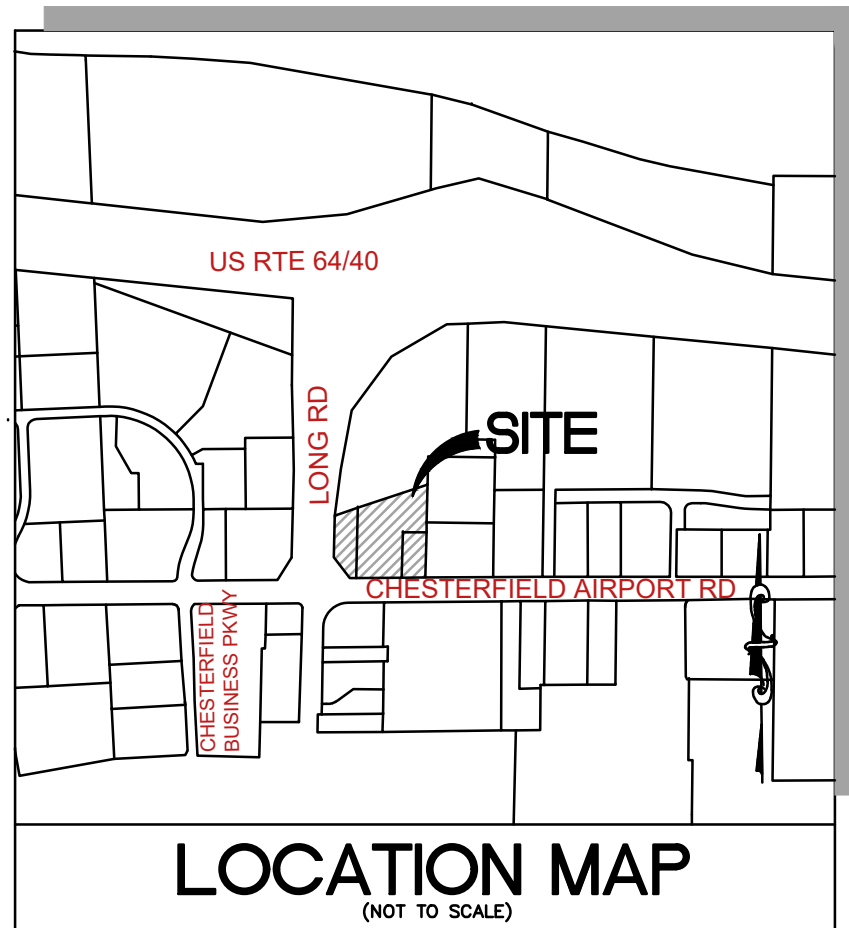


ABBREVIATIONS

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

LEGEND

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



PERTINENT DATA

OWNER: GET RIGHT CHESTERFIELD AIRPORT ROAD, LLC
OWNER UNDER CONTRACT: JELINEK EIGHT PARTNERSHIP
OVERALL AREA: 2.93 Acres ± or 127,632 s.f.
EXISTING ZONING: PC PER ORDINANCE #2742
ADDRESS: 17551, 17555, 17599 CHESTERFIELD AIRPORT ROAD
LOCATOR NO: 17U140203, 17U140263, & 17U140252
FIRE DISTRICT: MONARCH FIRE PROTECTION DISTRICT
SCHOOL DISTRICT: ROCKWOOD
SEWER DISTRICT: METROPOLITAN ST. LOUIS SEWER DIST.
WATER SHED: MISSOURI RIVER
FEMA MAP: 29189C0182K, FEB 4, 2015
ELECTRIC COMPANY: AMEREN UE
GAS COMPANY: SPIRE INC
WATER COMPANY: MISSOURI AMERICAN WATER COMPANY

BUILDING AND PARKING SETBACKS

- STRUCTURE SETBACKS:
- SIXTY (60) FEET FROM CHESTERFIELD AIRPORT ROAD RIGHT-OF-WAY
 - FIFTY (50) FEET FROM LONG ROAD RIGHT-OF-WAY
 - TWENTY (20) FEET FROM THE NORTH BOUNDARY OF THIS PLANNED COMMERCIAL DISTRICT
 - FIFTEEN (15) FEET FROM THE EAST BOUNDARY OF THIS PLANNED COMMERCIAL DISTRICT
- PARKING SETBACKS:
- THIRTY (30) FEET FROM CHESTERFIELD AIRPORT ROAD RIGHT-OF-WAY
 - THIRTY (30) FEET FROM LONG ROAD RIGHT-OF-WAY
 - TEN (10) FEET FROM THE NORTH BOUNDARY OF THIS PLANNED COMMERCIAL DISTRICT
 - ZERO (0) FEET FROM THE EAST BOUNDARY OF THIS PLANNED COMMERCIAL DISTRICT
 - ZERO (0) FEET FROM ALL INTERNAL LOT LINES

F.A.R. CALCULATION

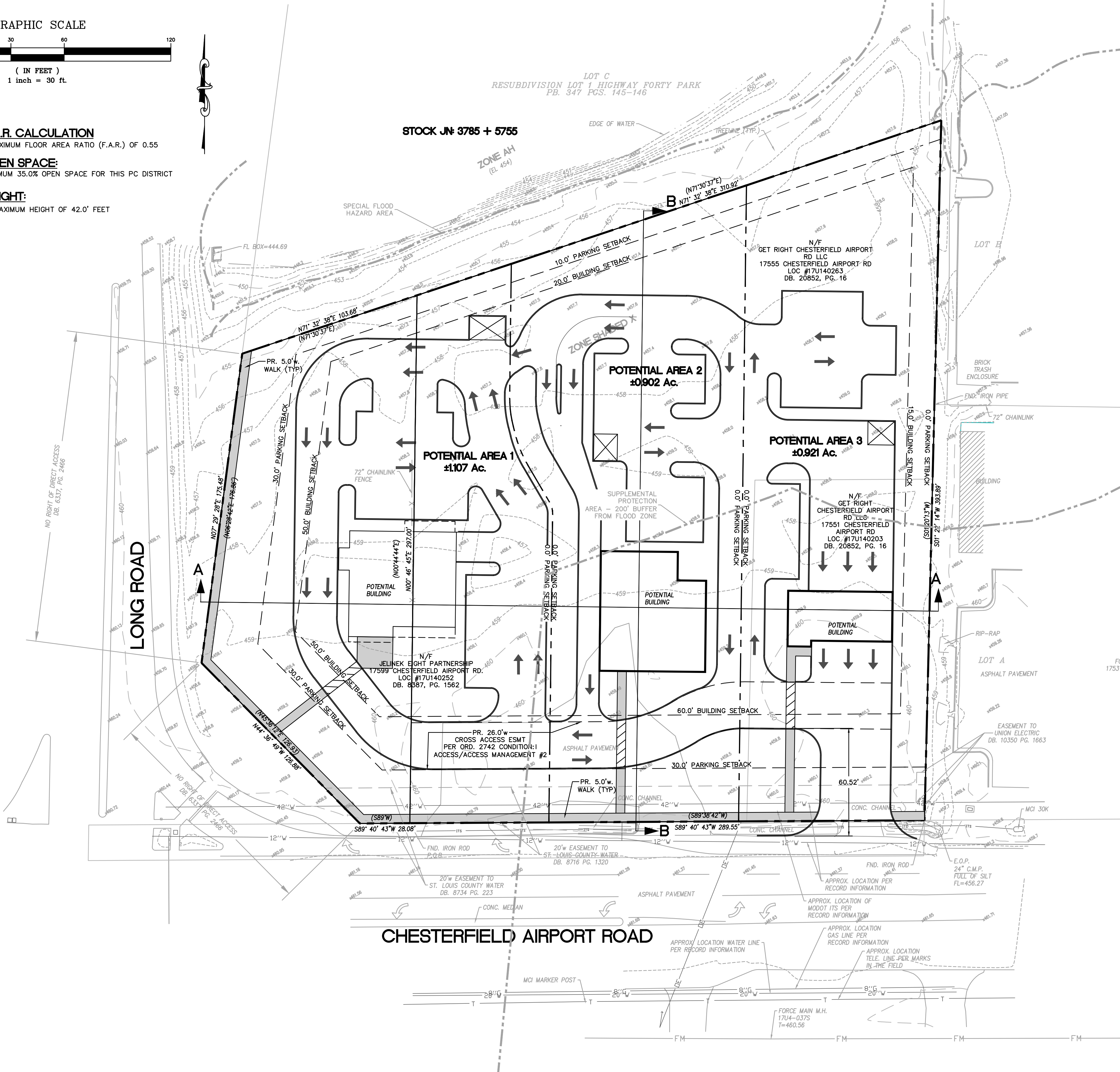
MAXIMUM FLOOR AREA RATIO (F.A.R.) OF 0.55

OPEN SPACE:

MINIMUM 35.0% OPEN SPACE FOR THIS PC DISTRICT

HEIGHT:

A MAXIMUM HEIGHT OF 42.0' FEET



GENERAL NOTES

- BOUNDARY AND TOPOGRAPHIC SURVEY BY STOCK & ASSOCIATES CONSULTING ENGINEERS, INC.
- ALL UTILITIES SHOWN HAVE BEEN LOCATED BY THE ENGINEER FROM AVAILABLE RECORDS. THEIR LOCATION SHOULD BE CONSIDERED APPROXIMATE. THE CONTRACTOR HAS THE RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES, PRIOR TO CONSTRUCTION, TO HAVE EXISTING UTILITIES FIELD LOCATED.
- NO GRADE SHALL EXCEED 3:1 SLOPE.
- GRADING AND STORM WATER PER M.S.D., MDOOT, ST. LOUIS COUNTY, THE CITY OF CHESTERFIELD AND THE MONARCH CHESTERFIELD LEVEE DISTRICT.
- STORMWATER SHALL BE DISCHARGED AT ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE DISCHARGE POINTS.
- ALL UTILITIES WILL BE INSTALLED UNDERGROUND.
- SITE DEVELOPMENT SHALL BE IN ACCORDANCE WITH RECOMMENDATIONS AS OUTLINED IN THE GEOTECHNICAL REPORT AND ALL ITS SUPPLEMENTAL PROVISIONS AND ADDENDUMS.
- SIGNAGE APPROVAL IS A SEPARATE PROCESS.
- THE CONTROLLING REGULATORY FLOODPLAIN ELEVATION FOR THIS SITE IS THE 100-YEAR HIGH WATER ELEVATION OF 452.78 (N4-RES3) IN ACCORDANCE WITH THE CHESTERFIELD VALLEY STORMWATER MASTER PLAN.

ST. LOUIS COUNTY STANDARD NOTES

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

CONTRACTOR'S INSURANCE REQUIREMENTS

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

UTILITY NOTE:

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

ST. LOUIS COUNTY BENCHMARK

BENCHMARK # 12171 NAD88 Elev = 459.91
Standard DNR aluminum disk stamped SL-38 situated in a grassy area northwest of the intersection of Chesterfield Airport Road and Caprice Drive, south of the parking for a retail strip center approximately 0.1 mile east of Long Road, roughly 58 feet west of the centerline of Caprice Drive, 43 feet north of the centerline of Chesterfield Airport Road, and 68 feet east of a fire hydrant.

PREPARED FOR:

BALDRIDGE - RYKEN, LLC,
A MISSOURI LIMITED LIABILITY COMPANY
C/O BALDRIDGE PROPERTIES, LLC
6209 MID RIVERS MALL DR., SUITE 318
ST. CHARLES, MO. 63304

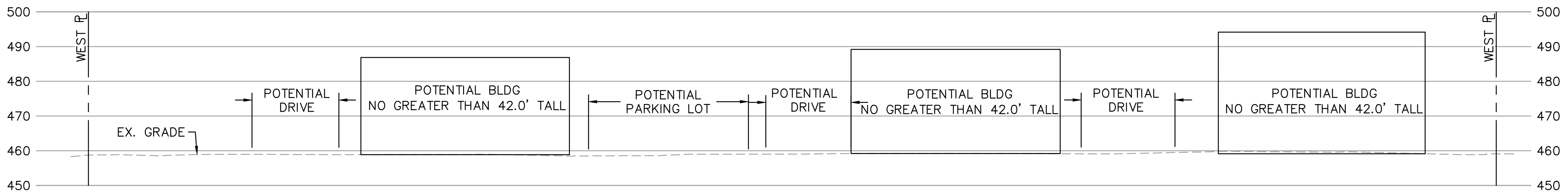
LEGAL DESCRIPTION

TRACTS OF LAND LOCATED IN U.S. SURVEY 126 IN TOWNSHIP 45 NORTH, RANGE 4 EAST, ST. LOUIS COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

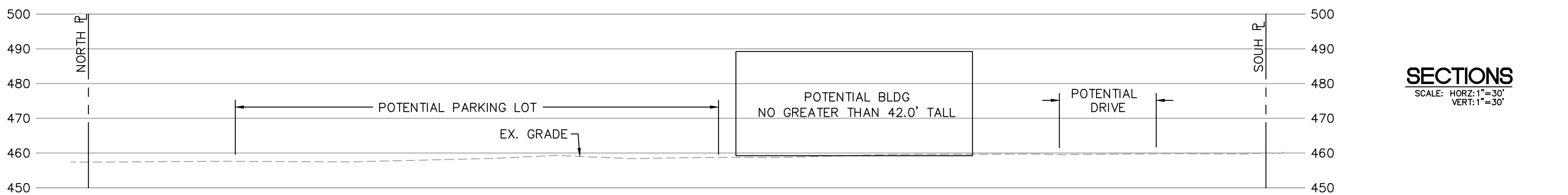
BEGINNING AT AN IRON ROD LOCATED AT THE SOUTHWESTERN CORNER OF LOT A OF THE RESUBDIVISION OF LOT 1 OF HIGHWAY FORTY PARK AS RECORDED IN PLAT BOOK 347, PAGES 145 AND 146 OF THE ST. LOUIS COUNTY RECORDS; SAID POINT ALSO BEING LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF CHESTERFIELD AIRPORT ROAD, 100 FEET WIDE, AS ESTABLISHED BY BOOK 1302, PAGE 180 OF ABOVE SAID RECORDS; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 89 DEGREES 44 MINUTES 43 SECONDS WEST, 317.63 FEET TO ITS INTERSECTION WITH THE EASTERN RIGHT-OF-WAY LINE OF LONG ROAD, VARIABLE WIDTH, AS ESTABLISHED BY BOOK 6337, PAGE 2466 OF ABOVE SAID RECORDS; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING: NORTH 44 DEGREES 36 MINUTES 49 SECONDS WEST, 126.88 FEET AND NORTH 07 DEGREES 29 MINUTES 28 SECONDS EAST, 175.48 FEET TO THE SOUTHWESTERN CORNER OF LOT C OF ABOVE SAID RESUBDIVISION OF LOT 1 OF HIGHWAY FORTY PARK; THENCE ALONG THE SOUTHERN LINE OF SAID LOT C, NORTH 71 DEGREES 32 MINUTES 38 SECONDS EAST, 414.60 FEET TO THE WEST LINE OF LOT B OF SAID RESUBDIVISION; THENCE ALONG THE WEST LINES OF LOT B AND LOT A OF SAID RESUBDIVISION, SOUTH 01 DEGREE 22 MINUTES 14 SECONDS WEST, 393.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 127,633 SQUARE FEET OR 2.930 ACRES, MORE OR LESS.

SECTION A - A PROFILE



SECTION B - B PROFILE



SECTIONS

SCALE: HORZ: 1"=30'
VERT: 1"=30'

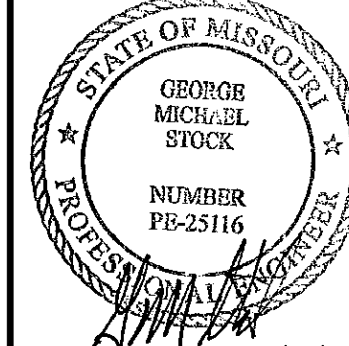
PREPARED BY:

TEXT AMENDMENT TO ORDINANCE No. 2742

PRELIMINARY DEVELOPMENT PLAN FOR:

17551, 17555, & 17599 CHESTERFIELD AIRPORT ROAD
CHESTERFIELD, MISSOURI 63005

DATE:



10/16/2023
GEORGE M. STOCK
E-25116
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 500996

REVISIONS:

1. 2023-10-16 CITY

DRAWN BY: K.S.G. CHECKED BY: G.M.S.
DATE: 08/31/2023 JOB NO: 222-7350
S.D.P. # 17U RASE MAP #
M.D.N.R. # HAT S.U.P. #

SHEET TITLE

PRELIMINARY DEVELOPMENT PLAN

SHEET NO:

PDP-1.0

STOCK & ASSOCIATES
Consulting Engineers, Inc.

257 Chesterfield Business Parkway
St. Louis, MO 63005 PH: (636) 530-9001 FAX: (636) 530-9000
e-mail: general@stockassoc.com
Web: www.stockassoc.com

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

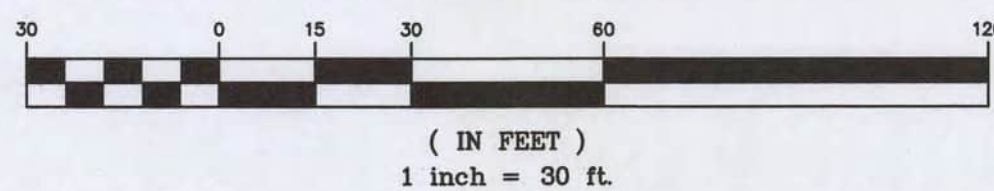
ABBREVIATIONS	
C.O.	CLEANOUT
D.B.	DEED BOOK
F.	ELECTRIC FLOWLINE
FL	FEET
FT	FOUND
IND.	INDICATOR
G.	GAS
M.H.	MANHOLE
N/F	NOW OR FORMERLY
PL	PLAT BOOK
PAGE	PAGE
P.V.C.	POLYVINYL CHLORIDE PIPE
R.B.	RADIAL BEARING
R.C.P.	REINFORCED CONCRETE PIPE
SQ.	SQUARE
V.C.P.	VITRIFIED CLAY PIPE
W.	WATER
(86'W)	RIGHT-OF-WAY WIDTH

ST. LOUIS COUNTY BENCHMARK

BENCHMARK # 12171 NAVD88 Elev = 459.91
Standard DNR aluminum disk stamped SL-38 situated in a grassy area northwest of the intersection of Chesterfield Airport Road and Caprice Drive, south of the parking for a retail strip center approximately 0.1 miles east of Long Road; roughly 58 feet west of the centerline of Caprice Drive, 43 feet north of the centerline of Chesterfield Airport Road, and 69 feet east of a fire hydrant.

ALTA/NSPS LAND TITLE SURVEY

TRACTS OF LAND BEING LOCATED IN U.S. SURVEY 126 IN
TOWNSHIP 45 NORTH, RANGE 4 EAST,
CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI
GRAPHIC SCALE



MISSOURI STATE PLANE
GRID NORTH

N/F
KEHR DEVELOPMENT LLC
1 CAPRICE DR
LOC #17U420147
DB. 12578, PG. 001

LOT C
RESUBDIVISION LOT 1 HIGHWAY FORTY PARK
PB. 347 PGS. 145-146

Notes: 17599 Chesterfield Airport Road

(1) Stock and Associates Consulting Engineers, Inc. used exclusively Resolutions Title Inc. agent for First American Title Insurance Company National Commercial Services, Commitment No. 23-39087, with an effective date of August 18, 2023 for research of easements and encumbrances. No further research was performed by Stock and Associates Consulting Engineers, Inc.

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

Jelinek Eight Partnership

(3) Title Commitment No. 23-39087 with Schedule B-Section 2 exceptions:

Item No. 10. Subject to Assessments levied by the Monarch-Chesterfield Levy District. "NOT SHOWN" Not survey related item.

Item No. 11 INTENTION ALLY DELETED

Item No. 12 INTENTION ALLY DELETED

Item No. 13 INTENTION ALLY DELETED

Item No. 14 Subject to Easement granted to State of Missouri, and relinquishment of abutter's rights of direct access, according to instrument recorded in (book) 6337 (page) 2466, of the official property records of Saint Louis County, Missouri. "SHOWN"

Item No. 15 Subject to Easement granted to St. Louis County Water Company according to instrument recorded in (book) 8734 (page) 223, of the official property records of Saint Louis County, Missouri. "SHOWN"

Item No. 16 Subject to Terms and provisions of Final Order and Judgment Confirming Commissioner's Report, including assessments levied pursuant to Case No. 22SL-CC01227, a copy of which is recorded in (instrument) 2023011800305, of the official property records of Saint Louis County, Missouri. "NOT SHOWN" Not survey related item.

Item No. 17 Subject to Any facts, rights, interests or claims that may exist or arise by reason of the following matters referenced on an ALTA/NSPS survey dated March 23, 2023 by Stock & Associates Consulting Engineers, Inc., designated as Job No. 2022-7350, including any Encroachments, described as follows:

a. Lack of a right of access. To Long Road "SHOWN"

LEGAL DESCRIPTION

Property located in the County of Saint Louis, State of Missouri, described as follows:

A tract of land in U.S. Survey 126, Township 45 North, Range 3 East, and described as: Beginning at the intersection of the West line of said Survey 126 with the North line of State Highway No. 40, T.R.; thence along the West line of said Survey, North 1 degree 27 minutes East 239 feet 5 inches to the North line of property conveyed to John J. Stock and wife, by deed recorded in Book 1461 Page 103; thence along said North line, North 70 degrees 57 minutes East 185 feet to a point; thence South 0 degrees 15 minutes West 296 feet 11 inches to a point in the North line of State Highway No. 40, T.R.; thence along said road line South 89 degrees West 179 feet 4 inches to the beginning;

EXCEPTING THEREFROM that part conveyed to the State of Missouri, according to deed recorded in Book 6337 Page 2466 of the St. Louis County Recorder's Office.

Notes: 17555 Chesterfield Airport Road

(1) Stock and Associates Consulting Engineers, Inc. used exclusively First American Title Insurance Company National Commercial Services, Commitment No. NCS-1158508-STLO, with an effective date of December 05, 2022 at 8:00 a.m. for research of easements and encumbrances. No further research was performed by Stock and Associates Consulting Engineers, Inc.

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

Get Right Chesterfield Airport Rd, LLC

(3) Title Commitment No. NCS-1158508-STLO with Schedule B-Section 2 exceptions:

Item No. 8. Subject to Easement granted to the St. Louis County Water Company, according to instrument recorded in Book 8716, Page 1320. "SHOWN"

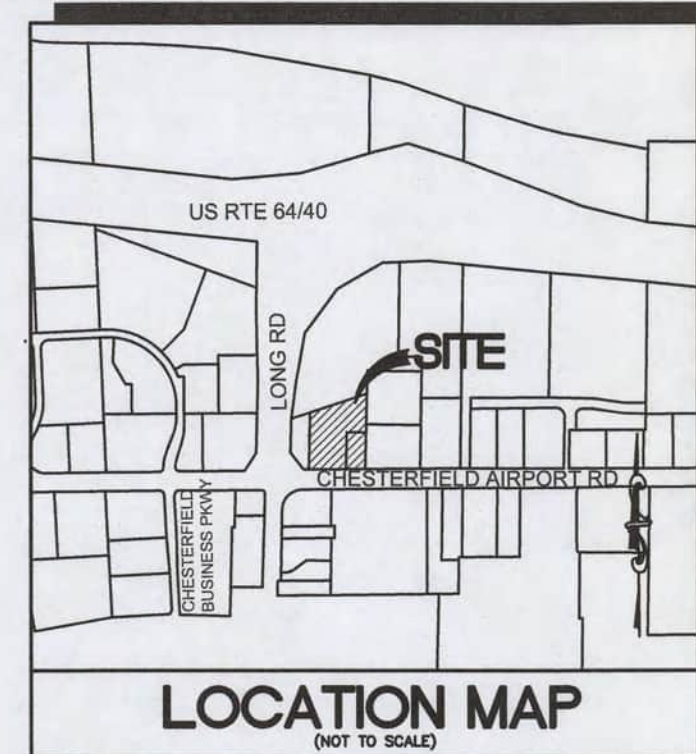
Item No. 9 Subject to Easement granted to Union Electric Company, according to instrument recorded in Book 10350, Page 1663. "SHOWN"

Item No. 10. Subject to Terms and provisions of Ordinance Number 2742 of the City of Chesterfield, Missouri, a certified copy of which is recorded in Book 20852, Page 31. Building and Parking Setbacks "SHOWN"

Item Nos. 11-14 "NOT SHOWN" Not survey related items

A TRACT OF LAND BEING PART OF LOT FIVE (5) OF FRAZIER ESTATES IN U.S. SURVEY 126 IN TOWNSHIP 45 NORTH, RANGE 4 EAST, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE NORTHERN LINE OF CHESTERFIELD AIRPORT ROAD (100 FEET WIDE) WITH THE EASTERN LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO JELINEK EIGHT PARTNERSHIP AS RECORDED IN BOOK 8387, PAGE 1562 OF THE ST. LOUIS COUNTY RECORDS; THENCE ALONG SAID EASTERN LINE NORTH 00 DEGREES 44 MINUTES 44 SECONDS EAST, 297.00 FEET TO A POINT ON THE SOUTHERN LINE OF LOT B OF THE RESUBDIVISION OF LOT 1 OF HIGHWAY FORTY PARK AS RECORDED IN PLAT BOOK 347, PAGES 145 AND 146 OF THE AFORESAID ST. LOUIS COUNTY RECORDS; THENCE ALONG SAID SOUTHERN LINE NORTH 71 DEGREES 30 MINUTES 37 SECONDS EAST, 310.92 FEET TO A STONE IN THE WESTERN LINE OF LOT B OF THE AFORESAID RESUBDIVISION; THENCE ALONG SAID WESTERN LINE SOUTH 01 DEGREE 20 MINUTES 13 SECONDS WEST, 393.89 FEET TO AN IRON ROD WITH A CAP FROM LS 2190 ON THE NORTHERN LINE OF CHESTERFIELD AIRPORT ROAD; THENCE ALONG SAID NORTHERN LINE SOUTH 89 DEGREES 38 MINUTES 42 SECONDS WEST, 289.55 FEET TO THE POINT OF BEGINNING.



GENERAL NOTES:

1) 17551 & 17555 Chesterfield Airport Road
Subject property is Zoned "PC" Planned Commercial District per Ord. #2742

Building Height: Maximums Height of building, exclusive of roof screening, shall not exceed forty-two (42) feet
Building Requirements: A minimum of thirty-five percent (35%) openspace is required for this development.

Structure Setbacks:

No building or structure, other than: a freestanding project identification sign, light standards, or flag poles will be located within the following setbacks:

a. Sixty (60) feet from the right-of-way of Chesterfield Airport Road on the southern boundary of the "PC" District.

b. Twenty (20) feet from the northern boundary of the "PC" District

c. Twenty (20) feet from the eastern boundary of the "PC" District

d. Thirty-five (35) feet from the western boundary of the "PC" District

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

a. Thirty (30) feet from the right-of-way of Chesterfield Airport Road on the southern boundary of the "PC" District.

b. Ten (10) feet from the northern boundary of the "PC" District

c. Zero (0) feet from the eastern and western boundary of the "PC" District

17599 Chesterfield Airport Road NU (Non-Urban District)

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

2) Subject property lies within Flood Zone Shaded X (area of 0.2% annual chance flood); areas of 1% annual chance flood with average depths of less than 1 foot or with drainage area less than 1 square mile, and areas protected by levees from 1% annual chance flood) according to the National Flood Insurance Rate Map Number 29189C0162K with and effective date of February 4, 2015.

3) There are no parking stalls onsite.

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

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

6) There are no building on site.

7) There were no delineated wetlands observed at the date and time of the survey.

8) Except as shown hereon there are no known encroachments on subject property.

9) There was no evidence of recent earth moving work, building construction observed at the time of this survey.

10) There are no known changes in street right of way lines.

11) There was no evidence of recent sidewalk/street construction at the time of this survey.

12) Professional Liability Insurance policy obtained by the surveyor, certificate of insurance to be furnished upon request.

Surveyors Certification

This is to certify to:
Baldridge-Ryken, LLC, a Missouri limited liability company
First American Title Insurance Company
Resolutions Title Inc.

That this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-5, 6(b), 7(a), 7(b), 7(c), 8, 9, 11 and 13 of Table A thereof.

The field work was completed during January 2023.

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

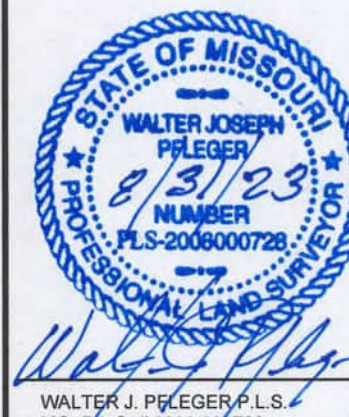
By:
Walter J. Pfeeger, Missouri P.L.S. No. 2008-000728

PREPARED BY:

ALTANSPS LAND TITLE SURVEY

PART U.S. SURVEY 126

17555 & 17599 Chesterfield Airport Road
City of Chesterfield, St. Louis County, Missouri



WALTER J. PFEGER, P.E.
MO. P.L.S. # 2008-000728
CERTIFICATE OF AUTHORITY
LC-222-D

REVISIONS:

- 7/19/23 - ADDED COMMITMENT FOR 17599 CHESTERFIELD AIRPORT ROAD
- 8/31/23 - REVISED PER UPDATED COMMITMENT #23-39087 FOR 17599 CHESTERFIELD AIRPORT ROAD

DRAWN BY: J.K.	CHECKED BY: W.J.P.
DATE: 3/23/2023	JOB NO.: 2022-7350
M.S.D. P. #: P-XXXXXX	BASE MAP #: XXX
S.L.C. H&T #: XXXX	H&T S.U.P. #: XX-XXX-XX
M.D.N.R. #: MO-XXXXXXX	

SHEET TITLE:

ALTA/NSPS LAND
TITLE SURVEY

SHEET NO.:

1 OF 1

PREPARED FOR:
BALDRIDGE - RYKEN, LLC,
A MISSOURI LIMITED LIABILITY COMPANY
C/O BALDRIDGE PROPERTIES, LLC
6209 MID RIVERS MALL DR., SUITE 318
ST. CHARLES, MO. 63304



Jerald Saunders - Landscape Architect
MO License # LA-007

Consultants:

Part of Lot Five (5) of Frazier Estates

17555 & 17599 Chesterfield Airport Road
City of Chesterfield, St. Louis County, Missouri

Revisions:

Date	Description	No.

Drawn: KP
Checked: RS

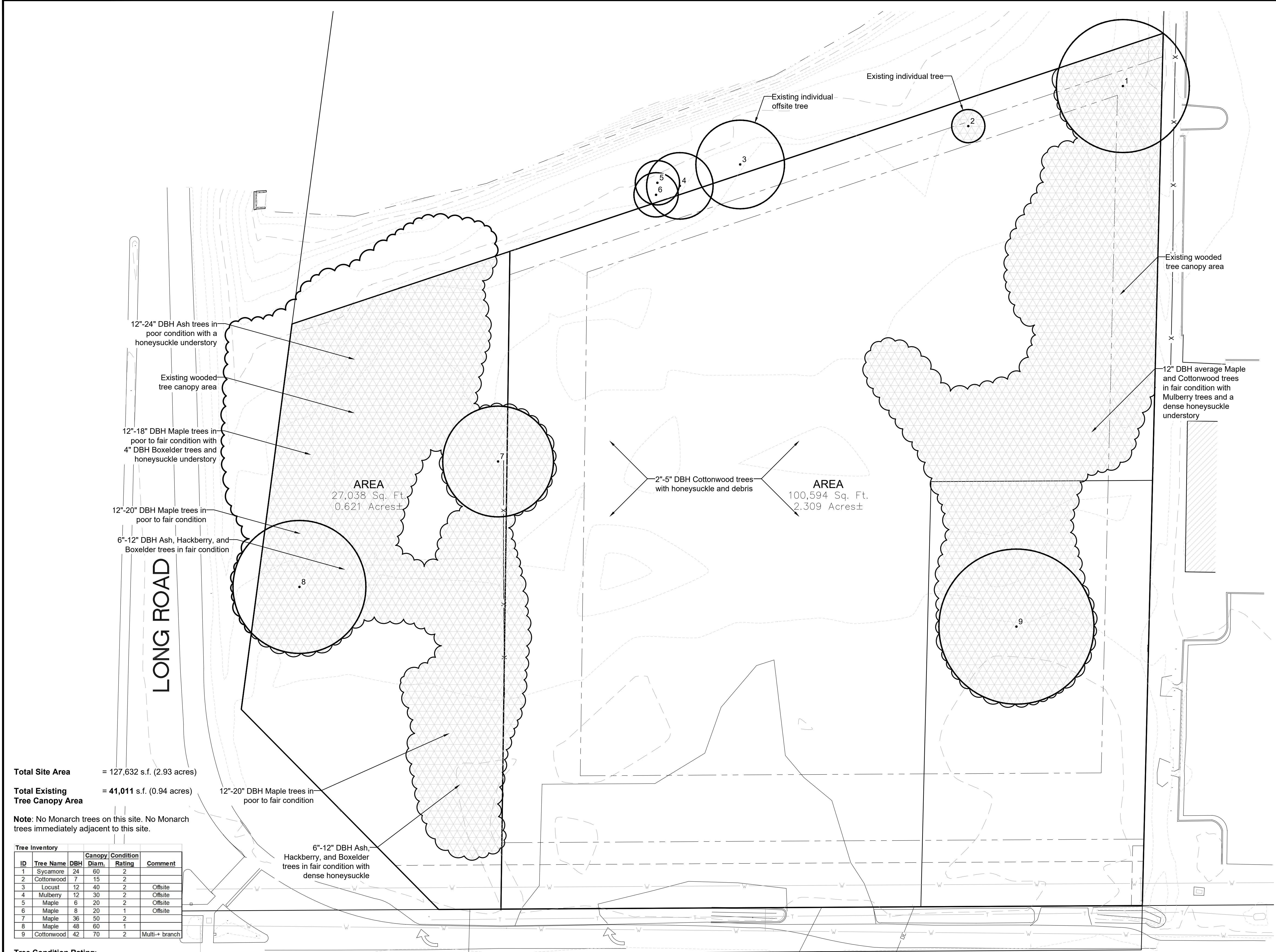


Loomis Associates Inc.
Missouri State Certificate of Authority #: LAC #000191

Sheet Title: Tree Stand Delineation

Sheet No: TSD

Date: 8/16/23
Job #: 813.112



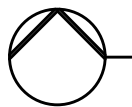
Total Site Area = 127,632 s.f. (2.93 acres)
Total Existing Tree Canopy Area = 41,011 s.f. (0.94 acres)

Note: No Monarch trees on this site. No Monarch trees immediately adjacent to this site.

Tree Inventory						
ID	Tree Name	DBH	Canopy Diam.	Condition Rating	Comment	
1	Sycamore	24	60	2		
2	Cottonwood	7	15	2		
3	Locust	12	40	2	Offsite	
4	Mulberry	12	30	2	Offsite	
5	Maple	6	20	2	Offsite	
6	Maple	8	20	1	Offsite	
7	Maple	36	50	2		
8	Maple	48	60	1		
9	Cottonwood	42	70	2	Multi-+ branch	

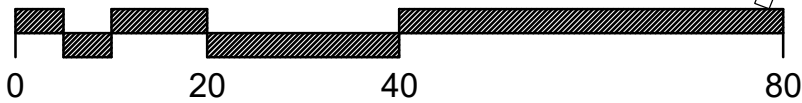
Tree Condition Rating:

Excellent	4
Good	3
Fair	2
Poor	1
Dead	0



Tree Stand Delineation

SCALE 1"=20'



Tree Stand Delineation Prepared under direction of:
Brian Bage
Certified Arborist MW-5033A

[Signature]

Memorandum

Department of Planning



To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: February 5th, 2024

RE: **FSP 59-2023 AMEREN (14490 Conway Rd):** A request for a new Facilities Siting Permit to install a new wireless telecommunications monopole located at the Union Electric Company site south of Conway Road and north of North Outer 40 Road (Ward 2).

Summary

Collective Solutions, LLC, on behalf of Ameren, has submitted a Facilities Siting Permit (FSP) application to install a new wireless telecommunications monopole located at an existing Union Electric Company site just south of Conway Road and north of North Outer 40 Road, see *Figure 1*.

The proposed installation consists of a new monopole tower and accompanying infrastructure and security measures. Equipment and antennas will be mounted on the pole, and the total height of the pole with antennas will be one hundred sixty-five (165) feet. Per Unified Development Code requirements, wireless support structures shall not exceed one hundred (100) feet in height unless necessary to provide reasonable service and reasonable collocation. The applicant has ensured the height was necessary to provide better coverage in the Chesterfield area along HWY 64 and provided the following calculations: For Conway site-only coverage with a 165' tower, they cover 158 sq miles at -110 dBm RSRP coverage. With a 100' tower, they cover 106 square miles at -110 dBm RSRP coverage. That is an additional 52 square miles, or a 49% increase in coverage.

The applicant has demonstrated that the support structure is designed with a failure point that permits a yard setback less than 110% of the tower height and therefore the City shall consider said request. The Missouri Certified Engineer Fall Letter by Sabre Industries has been attached.

The petition was brought before Planning & Public Works Committee on January 18, 2024 and a recommendation for approval with one condition was made. The motion passed by a voice vote of 4-0, with the condition that fencing shall be disguised. The applicant has since confirmed with Staff that Ameren is amenable to using either a vinyl coated chain link fence or a traditional chain link fence with vinyl slats.

Please find additional information regarding the proposed installation attached to this report.



Figure 1: Subject Site



Isaak Simmers
Planner
City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Mr. Simmers:

I have spoken to Ameren regarding the fencing around the compound. They are agreeable to using either a vinyl coated chain link fence or a traditional chain link fence with vinyl slats.

Thank you,

Susan Storie

Susan Storie
Collective Solutions, LLC
Authorized Agent for Ameren



LETTER OF AUTHORIZATION

Ameren – Conway: 14490 Conway Road, Chesterfield, MO 63017 [19R630057]

To Whom It May Concern:

This letter hereby authorizes Collective Solutions, LLC to act as Ameren's non-exclusive agent for the sole purpose of filing and consummating any land-use or building permit application(s) necessary to obtain approval of the applicable jurisdiction for Ameren's new wireless communications facility.

Signature: _____

Erika L Eckert

Print Name: _____

Erika L Eckert, Agent

Date: _____

4-25-2023

RECEIVED

JAN 10 2024

City of Chesterfield-Department of Planning

December 18, 2023

Mr. Brian Theby
AMEREN SERVICES
1901 Chouteau Ave
St. Louis, MO 63103

RE: Proposed 165' Monopole for Conway, MO (Sabre #23-5137-JAC)

Dear Mr. Theby,

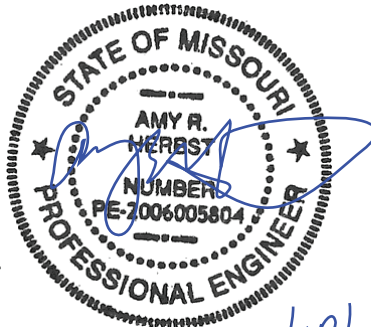
Upon receipt of order, we propose to design and supply the above-referenced monopole for a Basic Wind Speed of 120 mph without ice and 40 mph with 2" ice, Risk Category II, Exposure Category C, and Topographic Category 1, in accordance with the Telecommunications Industry Association Standard ANSI/TIA-222-H, "Structural Standard for Antenna-Supporting Structures and Antennas and Small Wind Turbine Support Structures".

When designed according to this standard, the wind pressures and steel strength capacities include several safety factors. Therefore, it is highly unlikely that the monopole will fail structurally in a wind event where the design wind speed is exceeded within the range of the built-in safety factors.

Should the wind speed increase beyond the capacity of the built-in safety factors, to the point of failure of one or more structural elements, the most likely location of the failure would be within the monopole shaft, above the base plate. Assuming that the wind pressure profile is similar to that used to design the monopole, the monopole will buckle at the location of the highest combined stress ratio within the monopole shaft. This is likely to result in the portion of the monopole above leaning over and remaining in a permanently deformed condition. *Please note that this letter only applies to the above-referenced monopole designed and manufactured by Sabre Industries.* This would effectively result in a fall radius less than the 165' monopole height.

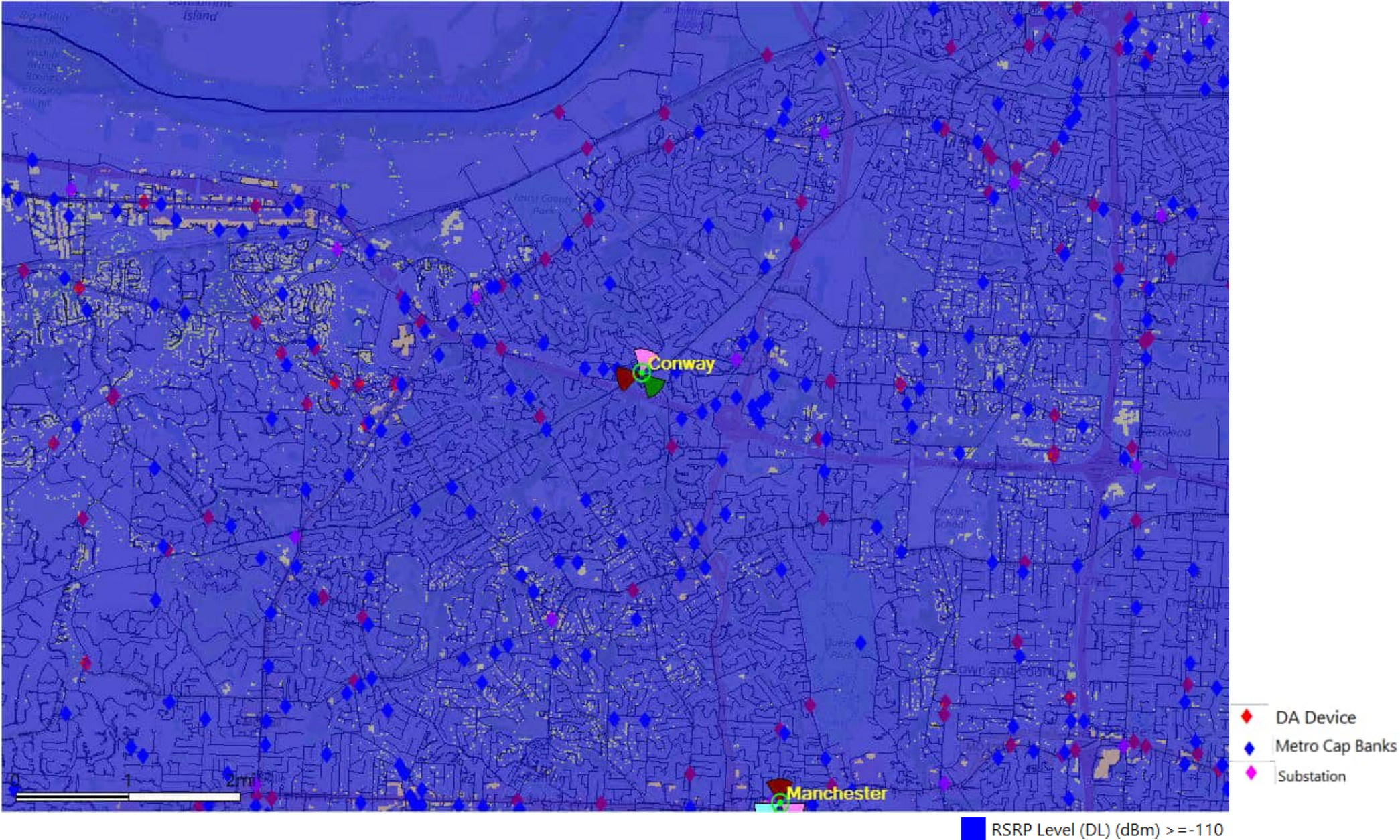
Sincerely,

Amy R. Herbst, P.E.
Senior Design Engineer

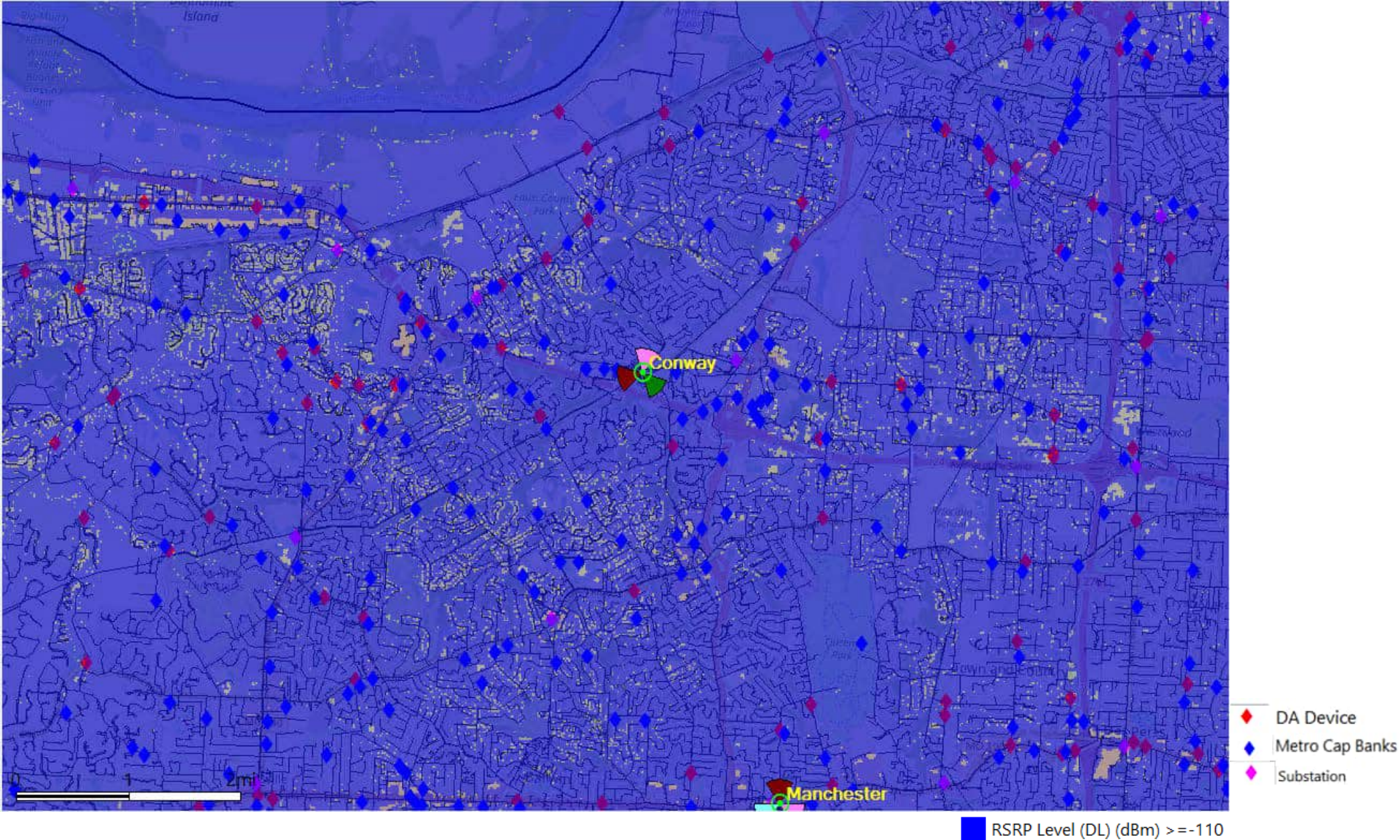


12/18/23

Ameren PLTE Coverage with Conway Site (165' RAD)



Ameren PLTE Coverage with Conway Site (100' RAD)



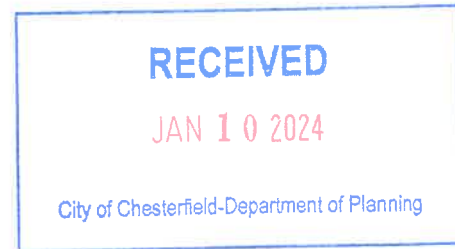


Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2023-ACE-6505-OE

Issued Date: 09/25/2023

Richard Hamilton
Ameren
1901 Chouteau
St. Louis, MO 63103



**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Monopole Ameren Conway
Location:	Chesterfield, MO
Latitude:	38-38-55.06N NAD 83
Longitude:	90-31-32.18W
Heights:	500 feet site elevation (SE) 165 feet above ground level (AGL) 665 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

See attachment for additional condition(s) or information.

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

This determination expires on 03/25/2025 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO

Sam Page
County Executive

John D. Bales, C.M.
Director of Aviation

SPIRIT
Of St. Louis
Airport

SINCE 1964

**Business Aviation
Center of the U.S.**

October 3, 2023

Collective Solutions, LLC
Attn.: Susan Storie
340 Marshall Road
Valley Park, MO 63088

RE: Ameren Towers

Dear Ms. Storie,

The Airport has reviewed the following pole locations and heights and found that they do not meet the criteria for requiring notice and review by the FAA according to the Obstruction Evaluation / Airport Airspace Analysis (OE/AAA):

Chesterfield – 14490 Conway Road, Chesterfield, MO 63017 – 165' monopole
Wildwood – 18824 St. Albans Road, Pacific, MO 63069 – 199' monopole

Please contact me if you need anything else.

Sincerely,

SPIRIT OF ST. LOUIS AIRPORT



Digitally signed by
Justin Ryder
Date: 2023.10.03
15:26:32-05'00'

Justin Ryder
Airport Engineer

CC John D. Bales, CM, Director of Aviation
David Schubert, Deputy Director of Aviation
File

RECEIVED

JAN 10 2024

City of Chesterfield-Department of Planning





CONWAY
MONOPOLE
14490 CONWAY RD
CHESTERFIELD, MO 63017



1901 CHOUTEAU AVE,
ST. LOUIS, MO 63103



BLACK & VEATCH

16305 SWINGLEY RIDGE RD, SUITE 230
CHESTERFIELD, MO 63017
(636) 536-5800

SITE INFORMATION	APPLICABLE CODES	PROJECT DESCRIPTION	ZONING INFORMATION	DRAWING INDEX																																																																			
SITE NAME: CONWAY SITE ADDRESS: 14490 CONWAY RD CHESTERFIELD, MO 63017 COUNTY: ST. LOUIS LATITUDE (NAD83): 38° 38' 55.06" N -90.648628° LONGITUDE (NAD83): 90° 31' 32.18" W -90.525606° AMSL: 500± PROPERTY OWNER: AMEREN 1901 CHOUTEAU AVENUE ST. LOUIS, MO 63103 STRUCTURE TYPE: MONOPOLE POWER COMPANY: AMEREN (877) 426-3736 PROJECT MANAGER: KRISTIN CLARK 314.518.4906 KCLARK2@AMEREN.COM CONTACT ENGINEER: ASHLEE LEE (858) 225-8260 LEEAM@BV.COM PERMITTING CONTACT: CELLECTIVE SOLUTIONS (314) 989-9810	ALL WORK SHALL COMPLY WITH THE FOLLOWING APPLICABLE CODES: 2015 INTERNATIONAL BUILDING CODE OR ADOPTED CODE 2017 NATIONAL ELECTRIC CODE OR ADOPTED CODE TIA/EIA-222-H OR ADOPTED CODE IN THE EVENT OF CONFLICT, THE MOST RESTRICTIVE CODE SHALL PREVAIL GENERAL NOTES THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE. NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.	GROUND SCOPE OF WORK: • INSTALL (1) PROPOSED MONOPOLE TOWER • INSTALL (1) PROPOSED FENCE • INSTALL (1) PROPOSED ICE BRIDGE • INSTALL (1) PROPOSED GRAVEL ACCESS ROAD • INSTALL (1) PROPOSED DOUBLE SWING GATE • INSTALL (1) PROPOSED ELEVATED EQUIPMENT PLATFORM • INSTALL (1) PROPOSED OUTDOOR NETWORK CABINET • INSTALL (1) PROPOSED NOKIA ROUTER IN PROPOSED OUTDOOR NETWORK CABINET • INSTALL (1) PROPOSED GPS UNIT • INSTALL (1) PROPOSED 200A, 120/240VAC SERVICE, (1) 200A, 120/240VAC DISCONNECT,(1) METER, (1) 200A, 120/240V AC PANEL TOWER SCOPE OF WORK: • INSTALL (1) PROPOSED ANTENNA PLATFORM MOUNT • INSTALL (6) PROPOSED LTE ANTENNAS • INSTALL (3) PROPOSED 900 MHZ LTE RRHS • INSTALL (1) PROPOSED SURGE SUPPRESSION UNIT (OVP) • INSTALL (1) PROPOSED HYBRID CABLE	JURISDICTION: CITY OF CHESTERFIELD ZONING CLASS: NU - NON-URBAN DISTRICT APN: 19R630057 DO NOT SCALE DRAWINGS CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK. FLOOD HAZARD AREA NOTE THIS SITE IS LOCATED IN FLOOD ZONE "X". NO BASE FLOOD ELEVATION. AREA DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.	<table><tr><th>SHEET NO:</th><th>SHEET TITLE</th><th>REV NO:</th></tr><tr><td>T-1</td><td>TITLE SHEET & PROJECT DATA</td><td>3</td></tr><tr><td>LS-1</td><td>LAND SURVEY</td><td>3</td></tr><tr><td>Z-1</td><td>ZONING INFORMATION</td><td>3</td></tr><tr><td>C-1</td><td>SITE PLAN AND ENLARGED SITE PLAN</td><td>3</td></tr><tr><td>C-2</td><td>ELEVATION, ANTENNA LAYOUT AND SCHEDULE</td><td>3</td></tr><tr><td>C-3</td><td>EQUIPMENT PLATFORM AND H-FRAME DETAILS</td><td>3</td></tr><tr><td>C-4</td><td>EQUIPMENT DETAILS</td><td>3</td></tr><tr><td>C-5</td><td>EQUIPMENT DETAILS</td><td>3</td></tr><tr><td>C-6</td><td>EQUIPMENT DETAILS</td><td>3</td></tr><tr><td>E-1</td><td>ELECTRICAL AC ONE-LINE & SCHEDULE</td><td>3</td></tr><tr><td>G-1</td><td>GROUNDING PLANS AND NOTES</td><td>3</td></tr><tr><td>G-2</td><td>GROUNDING DETAILS</td><td>3</td></tr><tr><td>G-3</td><td>GROUNDING DETAILS</td><td>3</td></tr><tr><td>RF-1</td><td>RF SIGNAGE DETAILS</td><td>3</td></tr><tr><td>RF-2</td><td>RF SIGNAGE DETAILS</td><td>3</td></tr><tr><td>RF-3</td><td>RF PLUMBING DIAGRAM</td><td>3</td></tr><tr><td>GN-1</td><td>LEGEND AND ABBREVIATIONS</td><td>3</td></tr><tr><td>GN-2</td><td>GENERAL NOTES</td><td>3</td></tr><tr><td>GN-3</td><td>GENERAL NOTES</td><td>3</td></tr><tr><td>GN-4</td><td>GENERAL NOTES</td><td>3</td></tr><tr><td>BOM</td><td>BILL OF MATERIAL</td><td>3</td></tr></table>	SHEET NO:	SHEET TITLE	REV NO:	T-1	TITLE SHEET & PROJECT DATA	3	LS-1	LAND SURVEY	3	Z-1	ZONING INFORMATION	3	C-1	SITE PLAN AND ENLARGED SITE PLAN	3	C-2	ELEVATION, ANTENNA LAYOUT AND SCHEDULE	3	C-3	EQUIPMENT PLATFORM AND H-FRAME DETAILS	3	C-4	EQUIPMENT DETAILS	3	C-5	EQUIPMENT DETAILS	3	C-6	EQUIPMENT DETAILS	3	E-1	ELECTRICAL AC ONE-LINE & SCHEDULE	3	G-1	GROUNDING PLANS AND NOTES	3	G-2	GROUNDING DETAILS	3	G-3	GROUNDING DETAILS	3	RF-1	RF SIGNAGE DETAILS	3	RF-2	RF SIGNAGE DETAILS	3	RF-3	RF PLUMBING DIAGRAM	3	GN-1	LEGEND AND ABBREVIATIONS	3	GN-2	GENERAL NOTES	3	GN-3	GENERAL NOTES	3	GN-4	GENERAL NOTES	3	BOM	BILL OF MATERIAL	3	
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AREA MAP		LOCATION MAP																																																																					

PROJECT NO: 409336.0035.2030
DRAWN BY: JKR
CHECKED BY: AL

REV	DATE	DESCRIPTION
3	11/21/23	PER JURISDICTION COMMENTS
2	10/13/23	PER JURISDICTION COMMENTS
1	08/11/23	PER CLIENT COMMENTS
0	06/28/23	ISSUED FOR 100% CDs
B	03/07/23	ISSUED FOR 90% CDs
A	10/17/22	ISSUED FOR 20% CDs



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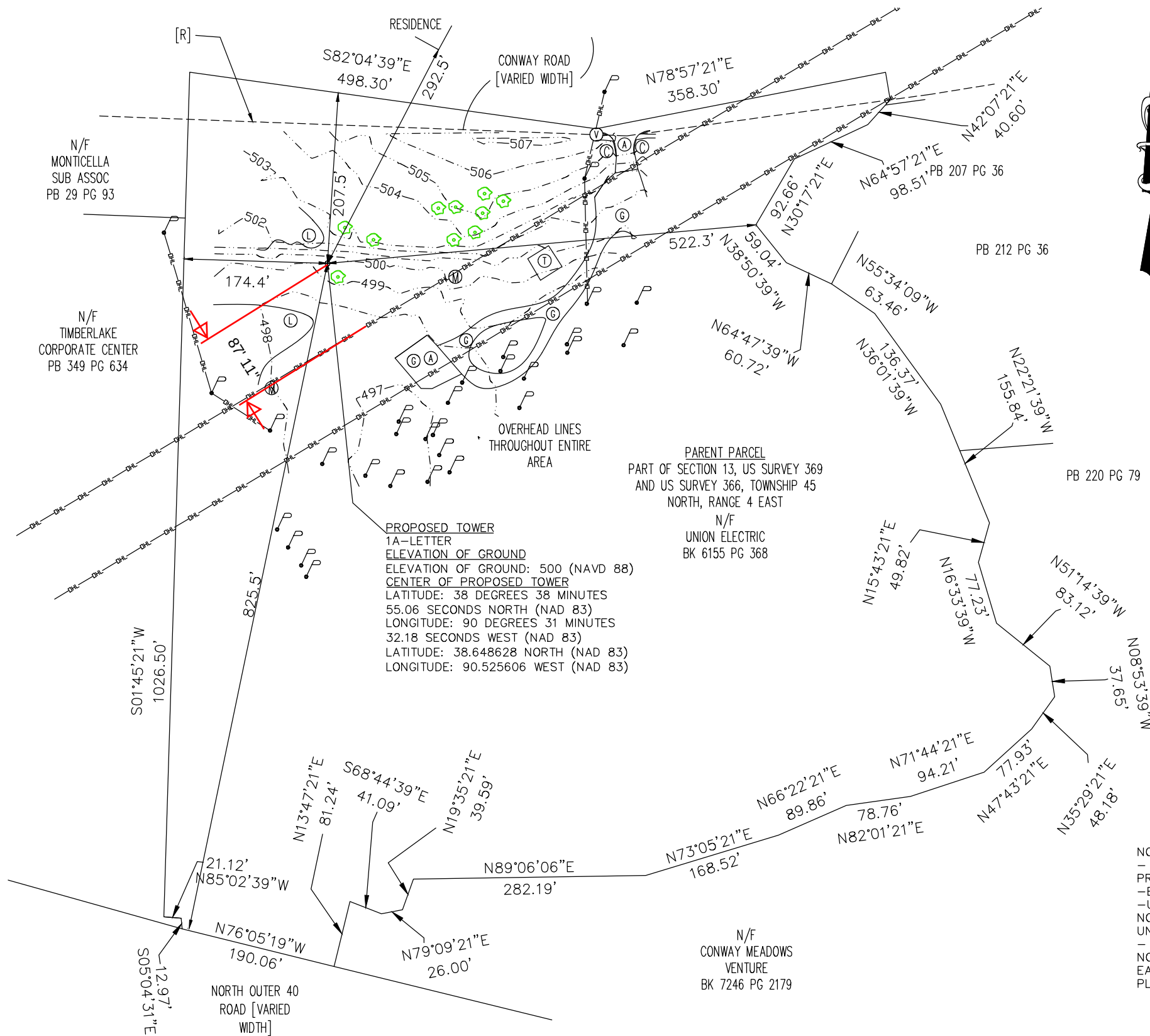
AMEREN PLTE PROJECT
CONWAY
14490 CONWAY RD
CHESTERFIELD, MO 63017
MONOPOLE

SHEET TITLE
TITLE SHEET &
PROJECT DATA

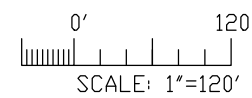
SHEET NUMBER
T-1



UNDERGROUND SERVICE ALERT
UTILITY NOTIFICATION CENTER OF MISSOURI
811 OR 1-800-344-7483
3 WORKING DAYS UTILITY NOTIFICATION PRIOR TO CONSTRUCTION



LEGEND	
	OVERHEAD UTILITY LINE
	UTILITY POLE
	CULVERT
	MANHOLE
	VAULT
	UTILITY TOWER
	ASPH
	GRAV
	TREE
	TREE LINE



[R]= APPROXIMATE LOCATION OF CONWAY ROAD RIGHT OF WAY, NO INFORMATION PROVIDED ON RIGHT OF WAY LOCATION IN PARENT PARCEL, APPROXIMATE LINE SHOWN FROM THE EXTENSIONS OF RIGHT OF WAY LINES OF ADJOINING PROPERTIES

NOTES:
- THE PURPOSE OF THIS SURVEY IS TO SHOW THE LOCATION OF A PROPOSED TOWER.
-BASIS OF BEARING: PLAT BOOK 349 PAGE 634.
-UTILITIES SHOWN BASED ON ABOVEGROUND OBSERVATIONS, THIS IS NOT A COMPLETE INVENTORY OF UTILITIES IN THE AREA. NO UNDERGROUND UTILITIES SHOWN.
- THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEYOR. NO TITLE COMMITMENT WAS PROVIDED THAT MAY SHOW ADDITIONAL EASEMENTS, SETBACKS OR EXCEPTIONS NOT SHOWN ON THE RECORD PLAT.

SURVEY SITE: CONWAY	
MINNICK SURVEYING, LLC	
LC-2009001156	
3520 HAMPTON AVE. ST. LOUIS, MO 63139 (314) 721-9500 MINNICKSURVEYING.COM	
SITE ADDRESS: 14490 CONWAY ROAD, CHESTERFIELD, MO 63017 ST. LOUIS COUNTY	
PROJECT NUMBER 9906	
THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT	
PRELIMINARY, NOT FOR CONSTRUCTION, RECORDING PURPOSES OR IMPLEMENTATION	

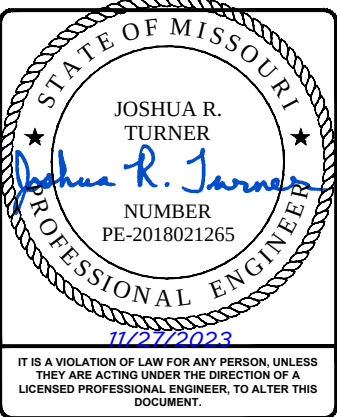
JARED MINNICK
LAND SURVEYOR
PLS-2007017968

11/21/23



PROJECT NO:	409336.0035.2030
DRAWN BY:	JKR
CHECKED BY:	AL

REV	DATE	DESCRIPTION
3	11/21/23	PER JURISDICTION COMMENTS
2	10/13/23	PER JURISDICTION COMMENTS
1	08/11/23	PER CLIENT COMMENTS
0	06/28/23	ISSUED FOR 100% CDs
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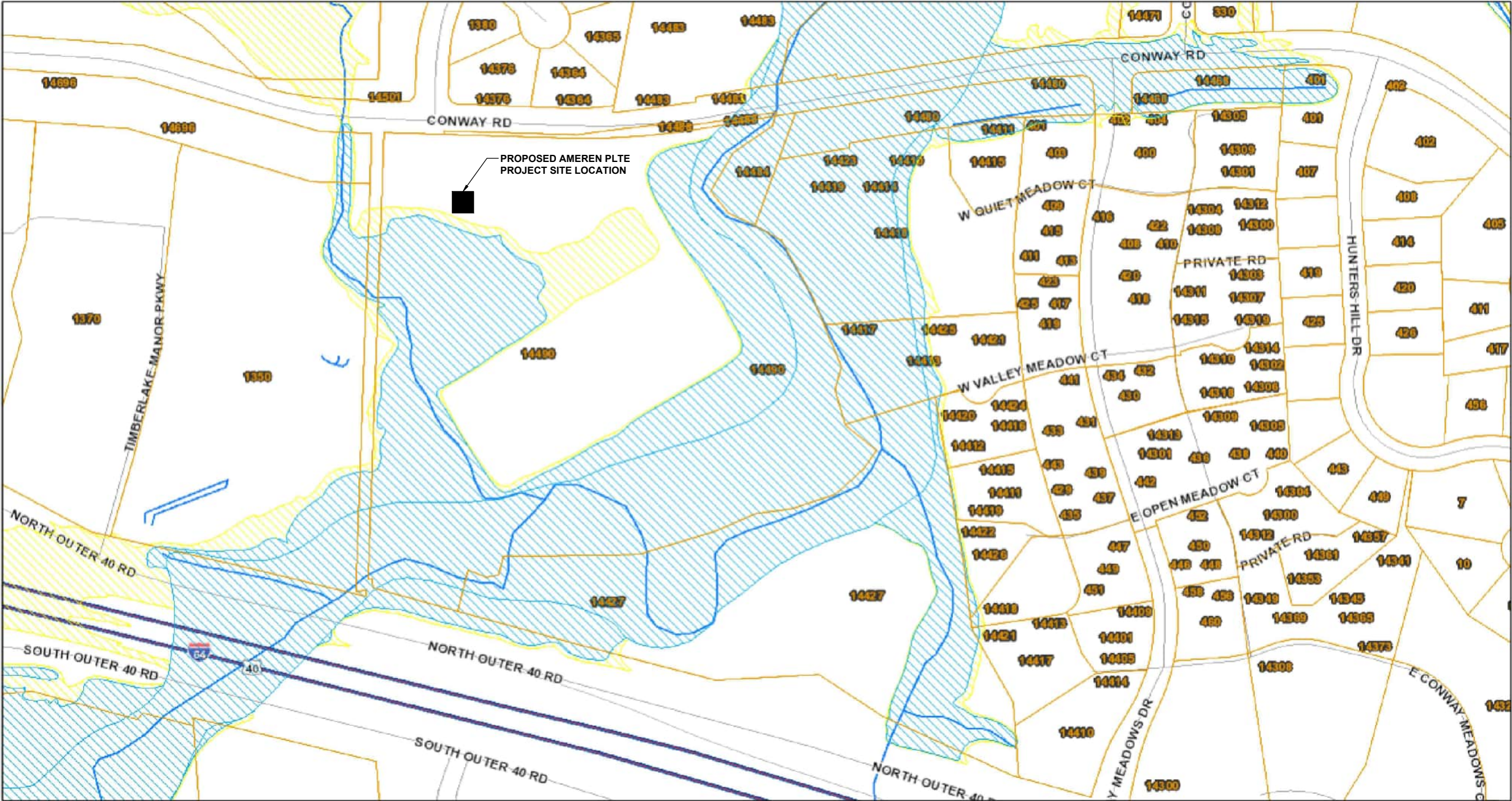


**AMEREN PLTE PROJECT
CONWAY
14490 CONWAY RD
CHESTERFIELD, MO 63017
MONOPOLE**

SHEET TITLE
LAND SURVEY

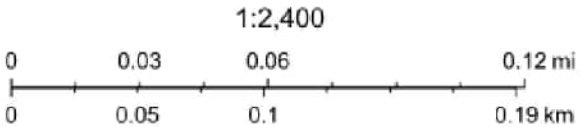
SHEET NUMBER
LS-1

St. Louis County Map



10/12/2023, 12:14:53 PM

- Other Flood Areas (0.2% Annual Chance)
- Special Flood Hazard Areas (1% Annual Chance)



FEMA FLOOD MAP (FOR REFERENCE ONLY)



1901 CHOUTEAU AVE,
ST. LOUIS, MO 63103



BLACK & VEATCH

16305 SWINGLEY RIDGE RD, SUITE 230
CHESTERFIELD, MO 63017
(636) 536-5800

PROJECT NO:	409336.0035.2030
DRAWN BY:	JKR
CHECKED BY:	AL

REV	DATE	DESCRIPTION
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THEY ARE ACTING UNDER THE DIRECTION OF A
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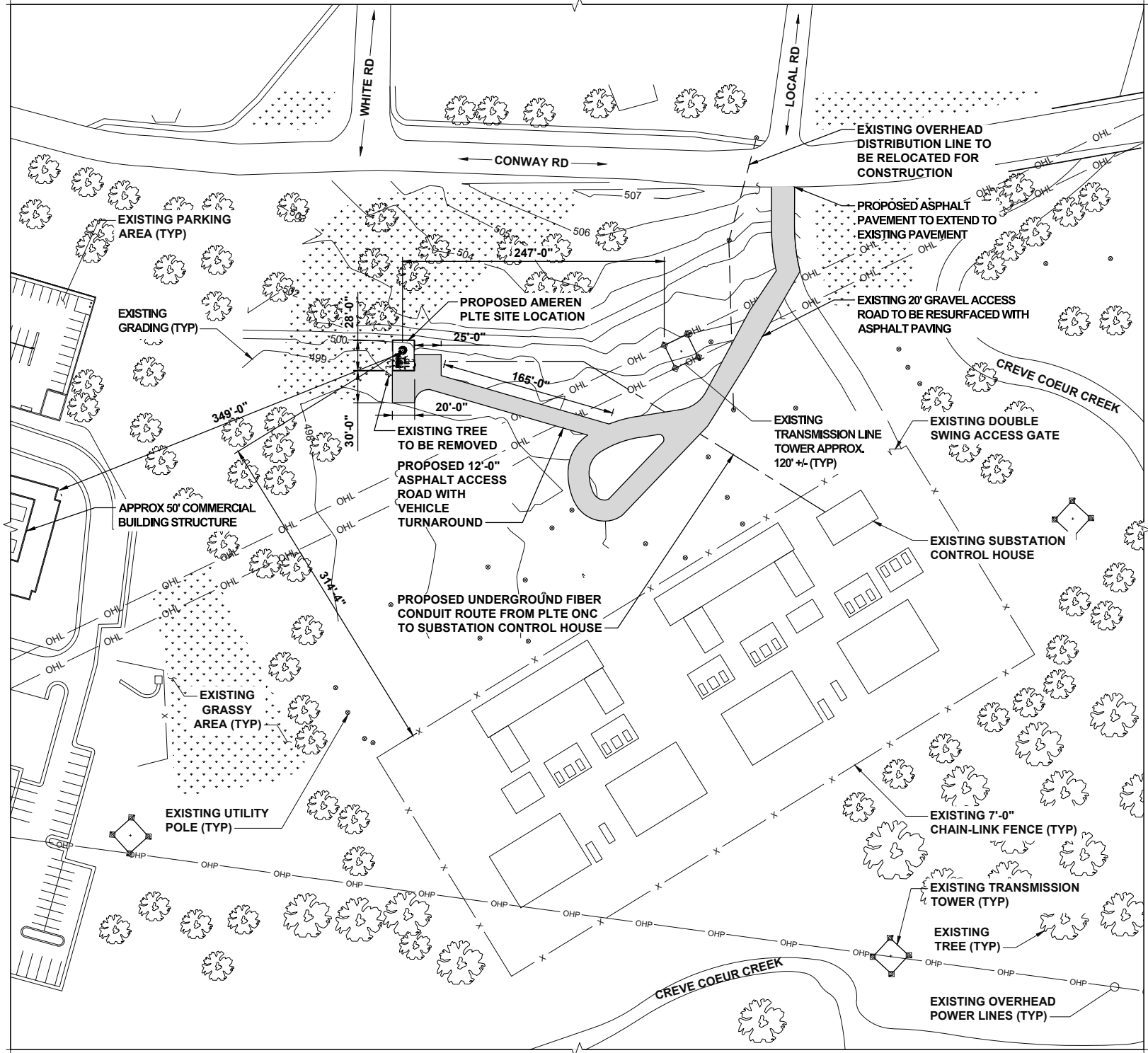
**AMEREN PLTE PROJECT
CONWAY
14490 CONWAY RD
CHESTERFIELD, MO 63017
MONOPOLE**

**SHEET TITLE
ZONING INFORMATION**

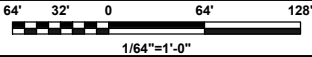
**SHEET NUMBER
Z-1**

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. NO SIGNAGE IS REQUIRED OR PROPOSED WITH THIS PROJECT.

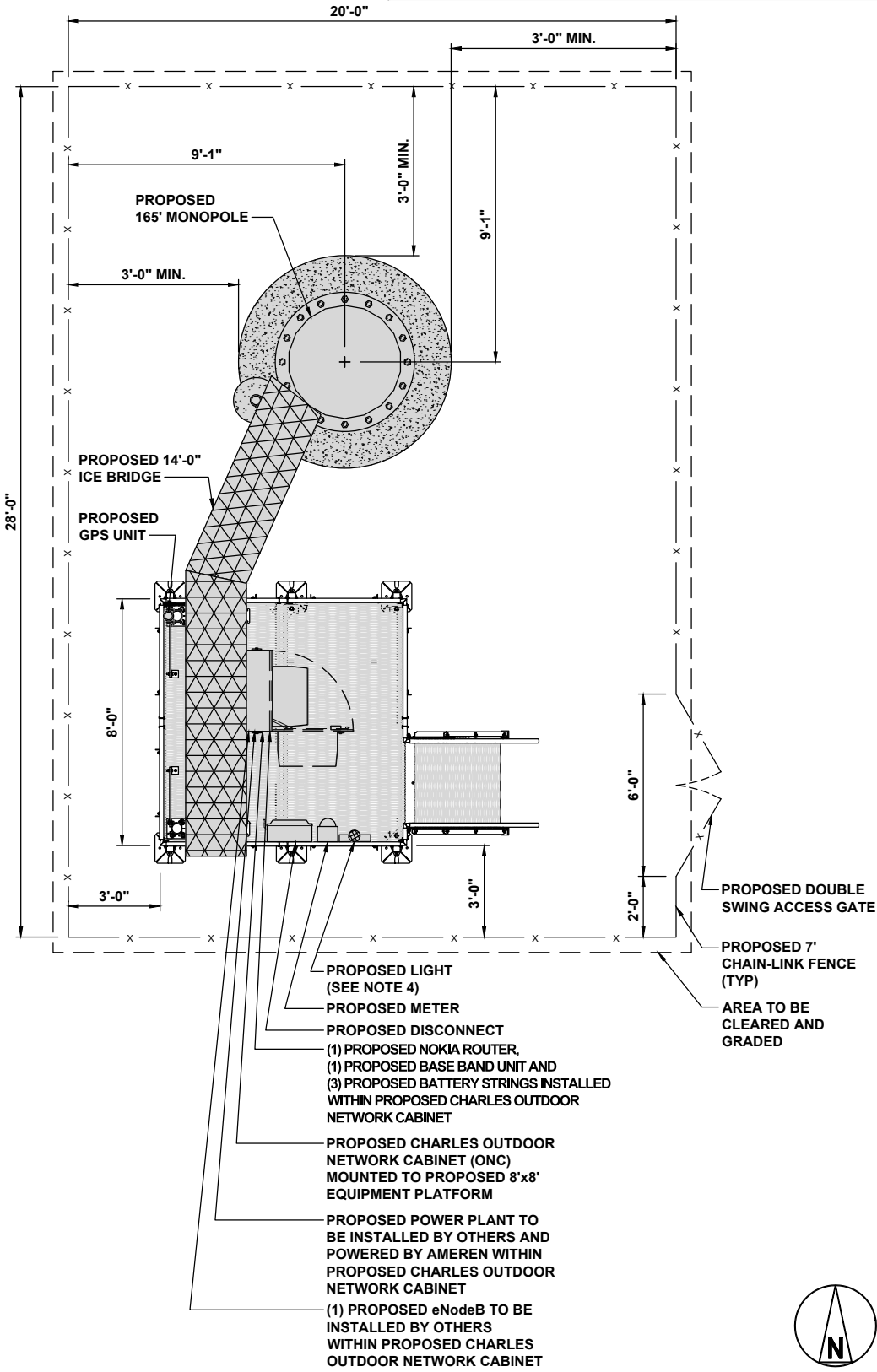


SITE PLAN

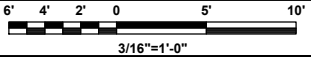


NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.
3. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.
4. THERE IS NO PROPOSED TOWER OR CONTINUOUS EQUIPMENT COMPOUND LIGHTING. SINGLE LIGHT TO BE INSTALLED WITH MECHANICAL TIMER AND IS USED FOR MAINTENANCE PURPOSES ONLY.



ENLARGED SITE PLAN



1901 CHOUTEAU AVE.
ST. LOUIS, MO 63103

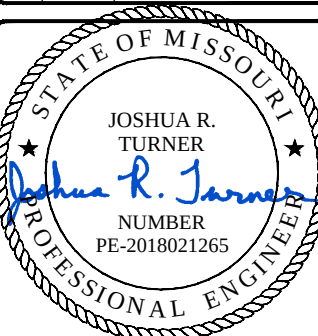


BLACK & VEATCH

16305 SWINGLEY RIDGE RD, SUITE 230
CHESTERFIELD, MO 63017
(636) 536-5800

PROJECT NO: 409336.0035.2030
DRAWN BY: JKR
CHECKED BY: AL

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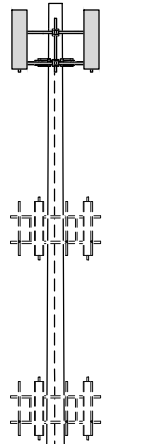
**AMEREN PLTE PROJECT
CONWAY
14490 CONWAY RD
CHESTERFIELD, MO 63017
MONOPOLE**

SHEET TITLE
**SITE PLAN AND
ENLARGED SITE PLAN**

SHEET NUMBER
C-1

OVERALL HEIGHT
EL. 165'-0" AGL

TOP OF PROPOSED MONOPOLE
EL. 165'-0" AGL



NOTE:
1. TOP OF PIER FOUNDATION TO BE 6" EXPOSED ABOVE GROUND ELEVATION ASML OR AS OTHERWISE INDICATED BY TOWER MANUFACTURER PER STRUCTURE FOUNDATION DESIGN.

(6) PROPOSED AMEREN PLTE ANTENNAS
TIP EL. 164'-3" AGL

(6) PROPOSED AMEREN PLTE ANTENNAS
CL EL. 161'-0" AGL

FUTURE ANTENNAS (OTHER CARRIERS)
CL EL. 140'-0" AGL

FUTURE ANTENNAS (OTHER CARRIERS)
CL EL. 120'-0" AGL

PROPOSED 165' MONOPOLE

PROPOSED GPS UNIT

PROPOSED ICE BRIDGE

PROPOSED CHARLES OUTDOOR NETWORK CABINET (ONC) MOUNTED TO ELEVATED PLAT FORM

PROPOSED METER ON PLATFORM HANDRAIL

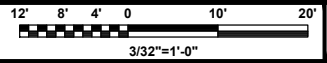
PROPOSED DISCONNECT ON PLATFORM HANDRAIL

PROPOSED CHAIN-LINK FENCE WITH BARBED WIRE (TYP)

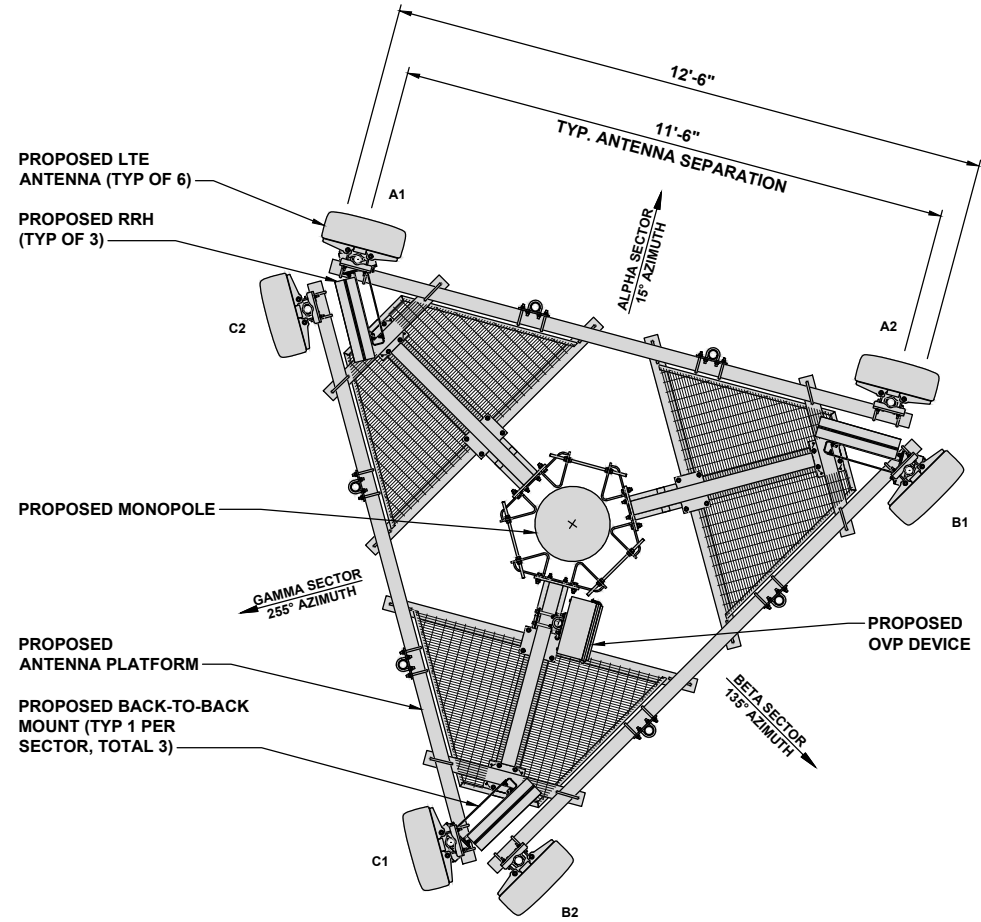
2'-6" EQUIPMENT ELEVATION

FINISH GRADE
EL. 500'-0" AMSL

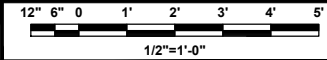
PROPOSED EAST ELEVATION



1



ANTENNA LAYOUT



2

SECTOR	POSITION	ANTENNA						TRANSMISSION CABLE	
		EXISTING OR PROPOSED	MANUFACTURER - MODEL NUMBER	TECHNOLOGY	SIZE (HxWxD)	AZIMUTH	RAD CENTER	FEED LINE TYPE AND LENGTH	
ALPHA	A1	PROPOSED	KATHREIN 80010901	LTE	78.7" x 20"x6.9"	15°	161'-0"	(1) 6AWG HIGH-CAPACITY HYBRID CABLE (200' LONG)	
	A2	PROPOSED	KATHREIN 80010901	LTE	78.7" x 20"x6.9"	15°	161'-0"		
BETA	B1	PROPOSED	KATHREIN 80010901	LTE	78.7" x 20"x6.9"	135°	161'-0"		
	B2	PROPOSED	KATHREIN 80010901	LTE	78.7" x 20"x6.9"	135°	161'-0"		
GAMMA	C1	PROPOSED	KATHREIN 80010901	LTE	78.7" x 20"x6.9"	255°	161'-0"		
	C2	PROPOSED	KATHREIN 80010901	LTE	78.7" x 20"x6.9"	255°	161'-0"		
SECTOR	POSITION	RRH		NOTES					
		MANUFACTURER - MODEL NUMBER	TECHNOLOGY						
ALPHA	A1	ERICSSON - 2212-B8	LTE 900						
BETA	B1	ERICSSON - 2212-B8	LTE 900						
GAMMA	C1	ERICSSON - 2212-B8	LTE 900						
				1. CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS.					
				2. ANTENNA AND RRH MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED AND REMAIN IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURAL ANALYSES.					

ANTENNA SCHEDULE

NO SCALE

3



1901 CHOUTEAU AVE.
ST. LOUIS, MO 63103

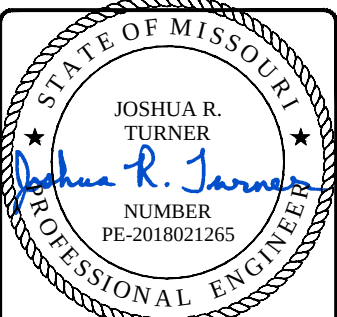


BLACK & VEATCH

16305 SWINGLEY RIDGE RD, SUITE 230
CHESTERFIELD, MO 63017
(636) 536-5800

PROJECT NO: 409336.0035.2030
DRAWN BY: JKR
CHECKED BY: AL

REV	DATE	DESCRIPTION
3	11/21/23	PER JURISDICTION COMMENTS
2	10/13/23	PER JURISDICTION COMMENTS
1	08/11/23	PER CLIENT COMMENTS
0	06/28/23	ISSUED FOR 100% CDs
B	03/07/23	ISSUED FOR 90% CDs
A	10/17/22	ISSUED FOR 20% CDs

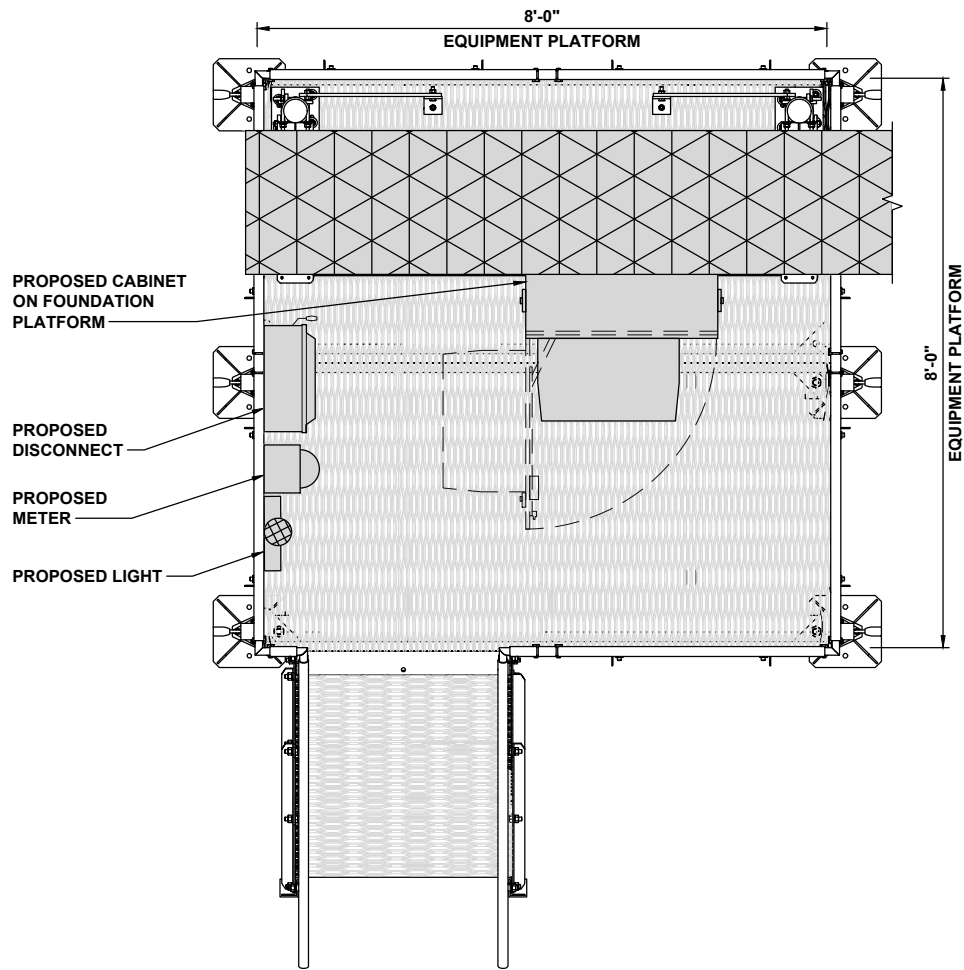


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AMEREN PLTE PROJECT
CONWAY
14490 CONWAY RD
CHESTERFIELD, MO 63017
MONOPOLE

SHEET TITLE
ELEVATION, ANTENNA LAYOUT
AND SCHEDULE

SHEET NUMBER
C-2

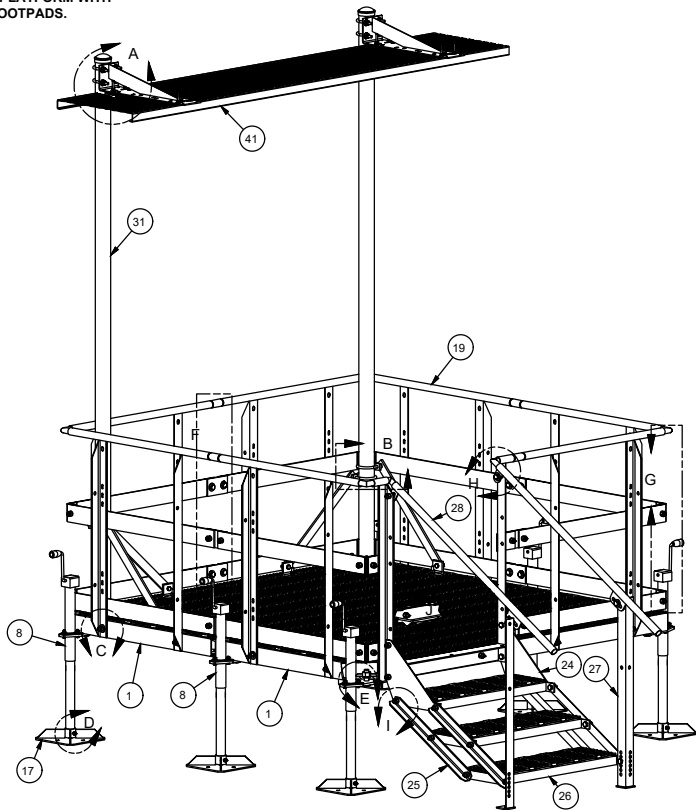


PLATFORM EQUIPMENT PLAN

NO SCALE

1

MEP88-8JH32S3I
8'x8' MODULAR EQUIPMENT PLATFORM WITH
JACK LEG AND FOOTPADS.



PLATFORM DETAIL

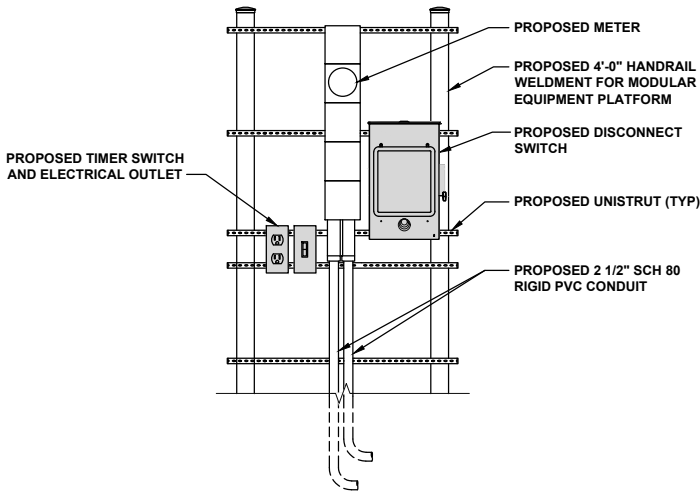
NO SCALE

2

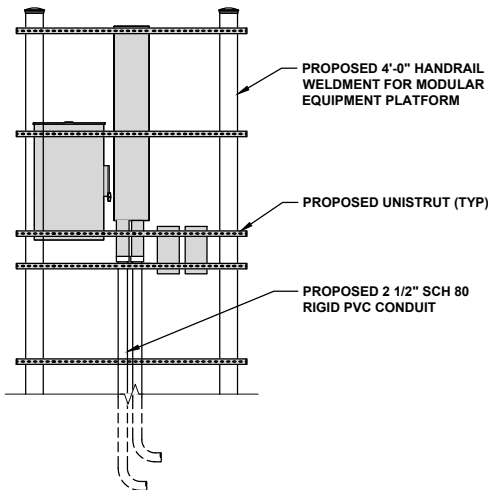
PARTS LIST					
ITEM	QTY	PART NO.	PART DESCRIPTION	LENGTH	UNIT WT. NET WT.
1	2	X-MEP48	4' X 8' WELDED EQUIPMENT RACK BASE		377.38 754.75
2	8	G58312	5/8" x 3-1/2" HDG HEX BOLT GR5		0.40 3.20
3	68	G58134	5/8" x 1-3/4" HDG BOLT	1 3/4 in	0.27 18.28
4	66	G58FW	5/8" HDG USS FLATWASHER	1/8 in	0.07 4.65
5	80	G58LW	5/8" HDG LOCKWASHER		0.03 2.09
6	80	G58NUT	5/8" HDG HEAVY 2H HEX NUT		0.13 10.39
7	6	X-MJCP	MJACK CONNECTION PLATE	5 3/8 in	5.49 32.97
8	6	X-JACK	5,000 LB. SIDE CRANK JACK		13.37 80.20
9	6	G103	1" X 3" HEX BOLT (HDG.)	3 in	1.07 6.44
10	6	G1LW	1" LOCK WASHER		0.09 0.57
11	6	G1NUT	1" HDG HEAVY HEX NUT		0.47 2.82
12	18	G38112	3/8" x 1-1/2" HDG HEX BOLT GR5		0.07 1.28
13	14	G3803	3/8" x 3" HDG HEX BOLT GR5		0.12 1.70
14	52	G38FW	3/8" HDG USS FLATWASHER		0.01 0.61
15	32	G38LW	3/8" HDG LOCKWASHER		0.01 0.21
16	32	G38NUT	3/8" HDG HEAVY 2H HEX NUT		0.03 1.08
17	6	X-MJFP	MODULAR JACK FOOTPAD		14.35 86.08
18	1	X-MAW	MODULAR EQUIPMENT PLATFORM ACCESS WELDMENT		53.54 53.54
19	7	X-MRAIL4	4' HANDRAIL WELDMENT FOR MODULAR EQUIPMENT PLATFORM		60.49 423.40
20	4	X-MTRS	MODULAR TOP RAIL STRAIGHT SPLICE		1.88 7.51
21	8	X-MKPS	MODULAR KICKER PLATE STRAIGHT SPLICE	6 5/16 in	1.86 14.87
22	6	X-MTRC	MODULAR TOP RAIL CORNER SPLICE		1.25 7.52
23	8	X-MKPC	MODULAR KICKER PLATE CORNER SPLICE	4 in	1.66 13.25
24	1	X-MSWS	WELDED STEP FOR 1 LEVEL MODULAR STEP		52.77 52.77
25	4	X-MS3A	SIDE ANGLE FOR THREE STAIR ASSEMBLY	28 1/2 in	6.06 24.24
26	2	X-MSTEP	STAIR WELDMENT FOR MODULAR EQUIPMENT PLATFORM		37.92 75.85
27	2	X-MSHUP	HANDRAIL WELDMENT		12.25 24.49
28	2	X-MSH3	MODULAR HANDRAIL FOR THREE STAIRS		13.19 26.39
29	4	X-MSHSP	HANDRAIL SPACER PIPE	1 in	0.10 0.40
30	4	A58234	5/8" x 2-3/4" HDG A325 HEX BOLT	2 3/4 in	0.36 1.42
31	2	X-MPOST	SUPPORT POST FOR EQUIPMENT PLATFORM ICE BRIDGE KITS		92.99 185.98
32	4	G1203	1/2" x 3" HDG HEX BOLT GR5 FULL THREAD	3 in	0.22 0.87
33	16	G12FW	1/2" HDG USS FLATWASHER	3/32 in	0.03 0.55
34	24	G12LW	1/2" HDG LOCKWASHER	1/8 in	0.01 0.33
35	28	G12NUT	1/2" HDG HEAVY 2H HEX NUT		0.07 2.01
36	2	HH24	24" UNIVERSAL CANTILEVER		14.10 28.20
37	2	PC312	3-1/2" FENCE POST CAP		0.59 1.17
38	2	X-MPBP	BACKING PLATE FOR X-MPOST	8 in	8.48 16.95
39	4	SPLICE	SPLICE FOR GRIP STRUT	7 3/8 in	0.53 2.12
40	8	X-UB1358	1/2" X 3-5/8" X 5-1/2" X 3" GALV U-BOLT		0.77 6.18
41	1	GRS24	24" X 10" GRIP SPAN BRIDGE CHANNEL		67.98 67.98
42	4	SCP	CLAMP HALF, 1/2" x 5-3/4"		1.29 5.17
43	4	SHOM-T	CHAIN MOUNT TIGHTENER BRACKET	3 in	1.84 7.36
45	4	X-232698	TRPD-HD SUPPORT PLATE - SITE PRO 1	29 1/2 in	8.72 34.89
46	4	G1202	1/2" x 2" HDG HEX BOLT GR5	2 in	0.18 0.70
47	4	X-124312	1/2" X 2" X 2" ANGLE SPACER WITH 9/16" HOLE	2 in	0.53 2.13
TOTAL WT.					# 2095.55

NOTES

1. CONTRACTOR TO BURY PLATFORM FEET WITH A MINIMUM OF 2" OF FILL PER EXISTING SITE SURFACE
2. EQUIPMENT CABINET OMITTED FOR CLARITY



FRONT ELEVATION



BACK ELEVATION

EQUIPMENT ELEVATION

NO SCALE

3



1901 CHOUTEAU AVE.
ST. LOUIS, MO 63103



BLACK & VEATCH

16305 SWINGLEY RIDGE RD, SUITE 230
CHESTERFIELD, MO 63017
(636) 536-5800

PROJECT NO: 409336.0035.2030
DRAWN BY: JKR
CHECKED BY: AL

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AMEREN PLTE PROJECT
CONWAY
14490 CONWAY RD
CHESTERFIELD, MO 63017
MONOPOLE

SHEET TITLE
EQUIPMENT PLATFORM AND
H-FRAME DETAILS

SHEET NUMBER

C-3

ERICSSON 2212 B8

DIMENSIONS (HxWxD) (MM/IN)	351x298x15/13.81"x11.73"x7.8"
WEIGHT(KG,LB)/ VOLUME	17kg,37.47lb/ 17L
POWER SUPPLY	DC-48VDC (3WIRE)

SIDE

PLAN

FRONT

COMMSCOPE BACK-TO-BACK MOUNT RR-FA2

DIMENSIONS (HxWxD)	16.41"x18.0"x3.0"
WEIGHT	39.22 lb
PACKAGE QUANTITY	2

FRONT BRACKET

BACK BRACKET

LARGE STABILIZER

RRU HANGER

5.0"

16.41"

8.63"

18.00"

8.50"

COMMSCOPE XP-2040 CROSSOVER PLATE

DIMENSIONS (HxW)	10"x12"
WEIGHT	11.023 LBS

PLAN U-BOLT

PLAN PLATE

SIDE U-BOLT

SIDE PLATE

CROSSOVER PLATE

ANTENNA PLATFORM (NOT INCLUDED)

ANTENNA PIPE MOUNT (NOT INCLUDED)

OPTION OF EITHER SQUARE OR CIRCULAR U-BOLT

REMOTE RADIO HEAD DETAIL

NO SCALE

1

REMOTE RADIO MOUNT DETAIL

NO SCALE

2

RRH/OVP MOUNT DETAIL

NO SCALE

3

ERICSSON KATHREIN 80010901 SPECS

DIMENSIONS (HxWxD) (MM/IN)	1999x508x175mm 78.7"x20.0"x6.9"
TOTAL WEIGHT	111.9 lbs.

78.7"

20.0"

6.9"

M04 MOUNTING BRACKET

WIDTH	5" (135mm)
DEPTH	2" (51mm)
HEIGHT	8" (213mm)
TOTAL WEIGHT (WITH BRACKETS)	1.5 LBS (15.50 Kg)
HOUSING MATERIAL	ASA/ABS/ALUMINUM
RADOME COLOR	LIGHT GRAY
CONNECTOR	1X8-PIN DAISY CHAIN

MOUNTING BRACKET (TYP)

ANTENNA (TYP)

MOUNTING BRACKET (TYP)

MOUNTING PIPE

SABRE PLATFORM C10-855-721C

ANTENNA DETAIL

NO SCALE

4

ANTENNA MOUNTING DETAIL

NO SCALE

5

ANTENNA PLATFORM DETAIL

NO SCALE

6

RAYCAP RCKDC-6140-PF-48 DC SURGE PROTECTION (OVP)

DIMENSIONS (HxWxD)	20.5"x18.9"x7.02"
TOTAL WEIGHT	19.95 LBS

PLAN

SIDE

FRONT

5.63"

16.10"

18.85"

20.56"

OLVTWM LED VAPORTIGHT

OPTICS	4000K CCT LEDS
VOLTAGE	120V-277V
OPERATION TEMPERATURE	-40 C TO 40 C

SIDE

FRONT

7-7/16"

6"

4-3/8"

4-9/16"

11-5/16"

TYPICAL ASPHALT DRIVE SURFACING DETAIL

NO SCALE

9

NOTES

1. ALL COMPACTION SHALL BE TO 95% OR GREATER PER ASTM D698

2. WITH APPROVAL OF AMEREN CIVIL ENGINEERING, CONTRACTOR HAS OPTION TO INSTALL SURFACE MIXTURE TO FULL DEPTH OF ASPHALT LAYERS IN LIEU OF ASPHALT INTERMEDIATE AND BASE LAYER. LIFT THICKNESS SHALL NOT EXCEED 2" FOR THESE APPLICATIONS.

3. ASPHALT PAVEMENT DESIGN IN ACCORDANCE WITH MAPA ASPHALT PARKING LOT DESIGN GUIDE.

- 30 YEAR DESIGN LIFE

- SUBGRADE STRENGTH = WEAK, CBR 3

- HEAVY TRAFFIC

Ameren

1901 CHOUTEAU AVE,
ST. LOUIS, MO 63103

BLACK & VEATCH

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CHESTERFIELD, MO 63017
(636) 536-5800

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CHECKED BY:	AL

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REV	DATE	DESCRIPTION

STATE OF MISSOURI

JOSHUA R. TURNER

NUMBER
PE-2018021265

PROFESSIONAL ENGINEER

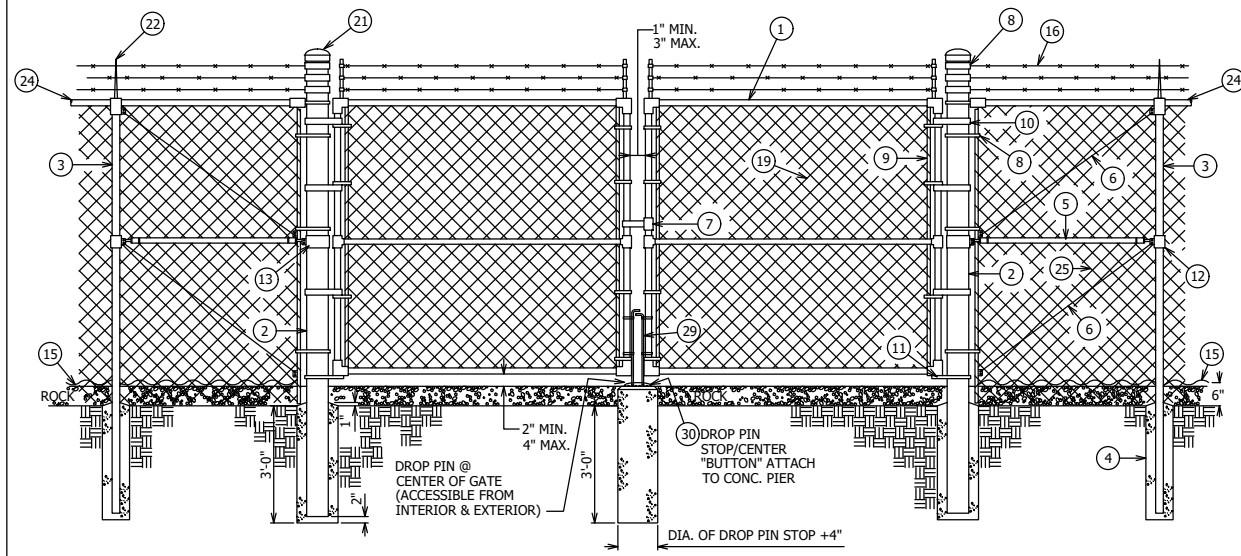
11/27/2023

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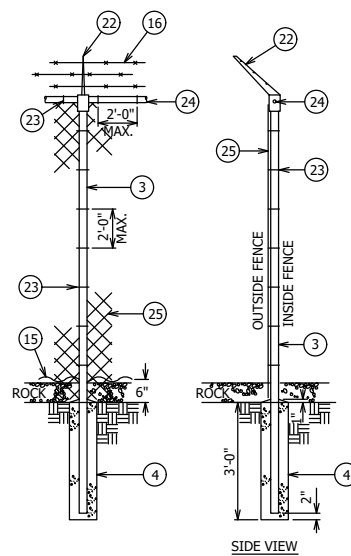
AMEREN PLTE PROJECT
CONWAY
14490 CONWAY RD
CHESTERFIELD, MO 63017
MONOPOLE

SHEET TITLE
EQUIPMENT DETAILS

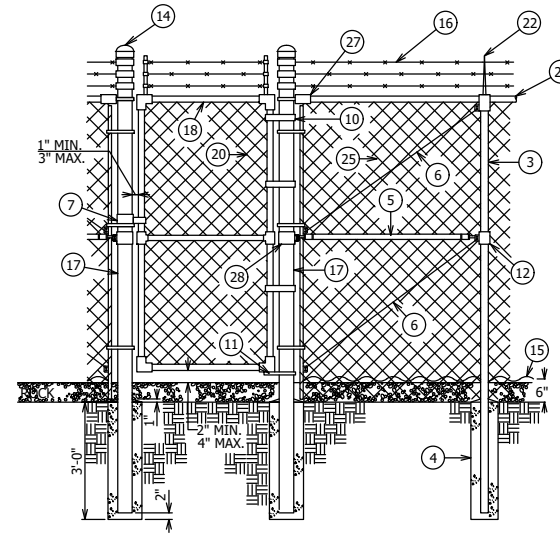
SHEET NUMBER
C-5



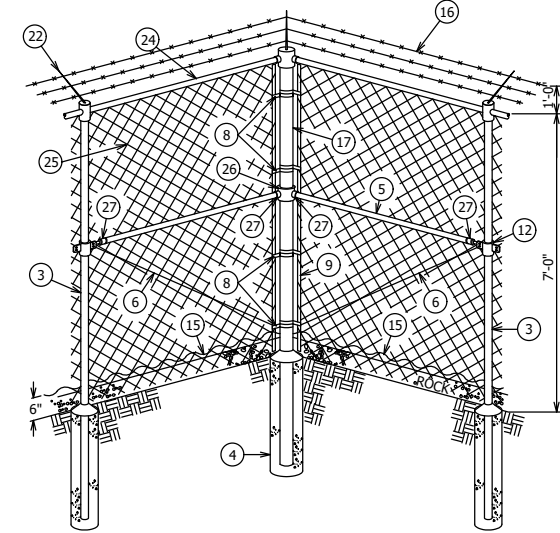
TYPICAL DRIVE GATE SECTION
NOT TO SCALE



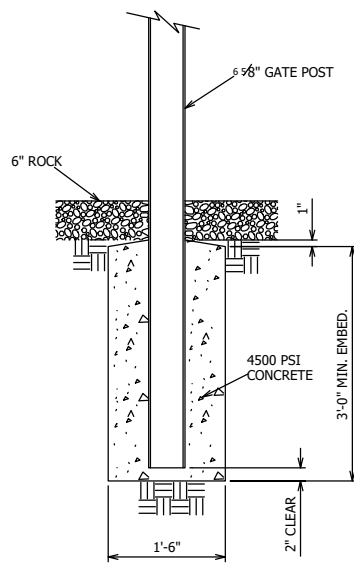
TYPICAL LINE POST SECTION
NOT TO SCALE



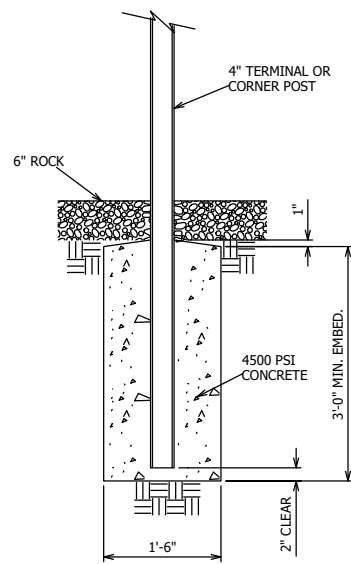
TYPICAL MAN GATE SECTION
NOT TO SCALE



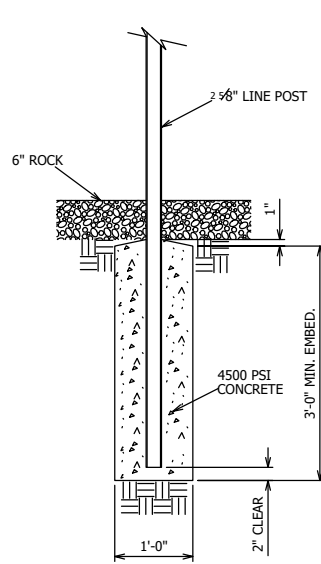
TYPICAL CORNER SECTION
NOT TO SCALE



DETAIL GATE POST
FOUNDATION



DETAIL TERMINAL OR CORNER POST
FOUNDATION



DETAIL LINE POST
FOUNDATION

- NOTES:
1. CHAIN LINK FABRIC BOTTOM TO BE FLUSH WITH TOP OF CURB IN LOCATIONS OF FENCING ON CURB.
 2. CONTRACTOR SHALL REVIEW AMEREN CONSTRUCTION SPECIFICATION NO. 02831 GENERAL REQUIREMENTS FOR SUBSTATION FENCES AND GATES.
 3. INSTALL GATE STOPS FOR DRIVE GATES SWINGING OUTWARD AT EACH GATE LOCATION.
 4. CONCRETE MIX DESIGN AND STEEL REINFORCEMENT SHALL BE PER AMEREN STANDARD NO. 03001 GENERAL REQUIREMENTS FOR CONCRETE.
 5. AGGREGATE SHALL BE COMPACTED TO 95% MAXIMUM DRY DENSITY AS DETERMINED FROM THE MODIFIED PROCTOR COMPACTION TEST (ASTM D 1557).
 6. REFER TO AMEREN SUBSTATION DESIGN STANDARD 16C FOR GROUNDING INSTALLATION REQUIREMENTS.

- ITEM DESCRIPTION:
1. GATE ASSEMBLED PIPE FRAME, FABRIC, LATCH & FITTINGS
 2. GATE POST 6 5/8" O.D. PIPE
 3. LINE POST 2 3/8" O.D. PIPE
 4. 4500 psi. CONCRETE
 5. BRACE RAIL (LENGTH AS REQUIRED)
 6. TRUSS ROD W/TRUSS TIGHTENER
 7. LATCH FOR GATE FRAMES
 8. BAND FOR TENSION BAR, BARBED WIRE, TRUSS ROD
 9. TENSION BARS
 10. TOP GATE HINGE
 11. BOTTOM GATE HINGE
 12. BAND W/2 ATTACHMENTS FOR BRACE RAIL & TRUSS
 13. BAND FOR BRACE 6 5/8" O.D. PIPE
 14. TERMINAL POST CAP
 15. TENSION WIRE
 16. BARBED WIRE
 17. TERMINAL & GATE POST 4" O.D. PIPE
 18. GATE FRAME (AS REQUIRED)
 19. DRIVE GATE FENCE FABRIC (AS REQUIRED)
 20. FENCE FABRIC (AS REQUIRED) (HEIGHT VARIES)
 21. GATE POST CAP
 22. EXTENSION ARMS
 23. FABRIC TIES
 24. TOP RAIL
 25. 84" FENCE FABRIC
 26. RAIL BAND
 27. SOCKET FITTING
 28. BAND FOR BRACE 4" O.D. PIPE
 29. DROP PIN
 30. BUTTON FOR DROP PIN

REFERENCE DRAWINGS:
PROPERTY DRIVEWAY, SURFACING AND FENCE PLAN _____

AMEREN DESIGN STANDARD
Distribution Design

This document is a design group standard.
Do not revise without consent of the Supervising Engineer.

Approved By: **Judson Fraley** 09/16/2020
Supervising Engineer
Distribution Civil Design

Daniel Schuette 09/16/2020
Approving Engineer
Distribution Civil Design

REV	DATE	DRF	DESCRIPTION	ENG	R/W	APPD
000	09/14/2011	JRM	FIRST ISSUE			
001	03/26/2015	JRD	REVISED GAP DIM. OF GATES			
002	01/22/2020	NST	REVISED PSI FOR CONCRETE, EMBED DIST. & ADDED TITLE BLOCK	DRS	DRS	JLF
003	01/30/2020	NST	REVISED DRIVE GATE TO INCLUDE DROP PIN	DRS	DRS	JLF
004	09/16/2020	NST	REVISED TO INCLUDE FOUNDATIONS	DRS	DRS	JFL

PROPERTY
FENCE DETAILS
WITH PIER FOUNDATIONS

STANDARD

DFR: JRM DATE: 09/14/2011 SCALE: NONE SUB CLASS: 0401

DRAWING NUMBER
STND-C-000004-001

REV
004



1901 CHOUTEAU AVE.
ST. LOUIS, MO 63103

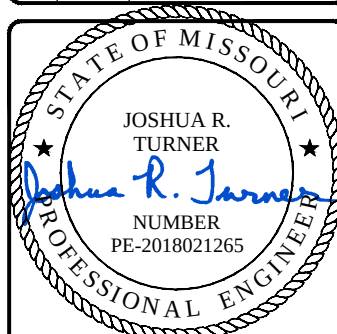


BLACK & VEATCH

16305 SWINGLEY RIDGE RD, SUITE 230
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**AMEREN PLTE PROJECT
CONWAY
14490 CONWAY RD
CHESTERFIELD, MO 63017
MONOPOLE**

SHEET TITLE
EQUIPMENT DETAILS

SHEET NUMBER
C-6

STND-C-000004-001

24 X 36 (4/24/20)

NOTE

CIRCUIT WIRED BY CABINET MANUFACTURER.

EXISTING SOURCE

EXISTING UTILITY TRANSFORMER

CONDUITS AND CONDUCTORS PER UTILITY

M

CONDUITS AND CONDUCTORS PER UTILITY

PROPOSED 200A 120/240VAC, 2P METER DISCONNECT 200A FUSE

(2) 3/0 CU THWN-2 CONDUCTORS
(1) 3/0 CU THWN-2 NEUTRAL AND
(1) #4 CU SUPPLY SIDE BONDING JUMPER IN MINIMUM 2" CONDUIT

MANUFACTURER-PROVIDED MAIN BONDING JUMPER PER NEC 250.24(A)(4), 250.28(C), 250.8(A)(7)

#6 SOLID AWG CU GROUNDING ELECTRODE CONDUCTOR PER NEC 250.66 (A)

GROUNDING ELECTRODE 5/8"X8'-0" CLAD GROUND ROD INSTALLATION PER NEC 250.52(A)(5), 250.68

#4 AWG BARE CU GROUNDING ELECTRODE CONDUCTOR PER NEC 250.66(B)

CONCRETE ENCASED ELECTRODE PER NEC 250.52(A)(3) OR (2) OR SUPPLEMENTAL ELECTRODE PER NEC 250.53(A)(2)(3)

DC POWER PLANT RECTIFIER #1

DC POWER PLANT RECTIFIER #2

RECEPTACLE & LIGHT

PROPOSED (40) BREAKER SPACE AC PANEL 200A 120/240V 10K AIC 1 PHASE, 3 WIRE (SEE PANEL SCHEDULE FOR LOADING)

TVSS

GFCI RECEPTACLES

200A 2P

30A 30A 30A 20A 20A

60A 20A

1

NO	FROM	TO	CONFIGURATION
1	AC LOAD CENTER	DC POWER PLANT RECTIFIER #1	(2) #10 CU THHN/THWN-2, (1) #10 CU EGC
2	AC LOAD CENTER	TVSS	(2) #4 CU THHN/THWN-2, (1) #10 CU EGC
3	AC LOAD CENTER	DC POWER PLANT RECTIFIER #2	(2) #10 CU THHN/THWN-2, (1) #10 CU EGC
4	AC LOAD CENTER	GFCI RECEPTACLE	(2) #12 CU THHN/THWN-2 CONDUCTORS (2) #12 CU THHN/THWN-2 NEUTRAL AND (1) #12 CU EGC IN MINIMUM 3/4" C
5	AC LOAD CENTER	RECEPTACLE & LIGHT	(2) #12 CU THHN/THWN-2 CONDUCTORS (2) #12 CU THHN/THWN-2 NEUTRAL AND (1) #12 CU EGC IN MINIMUM 3/4" C

2

NOT USED

3

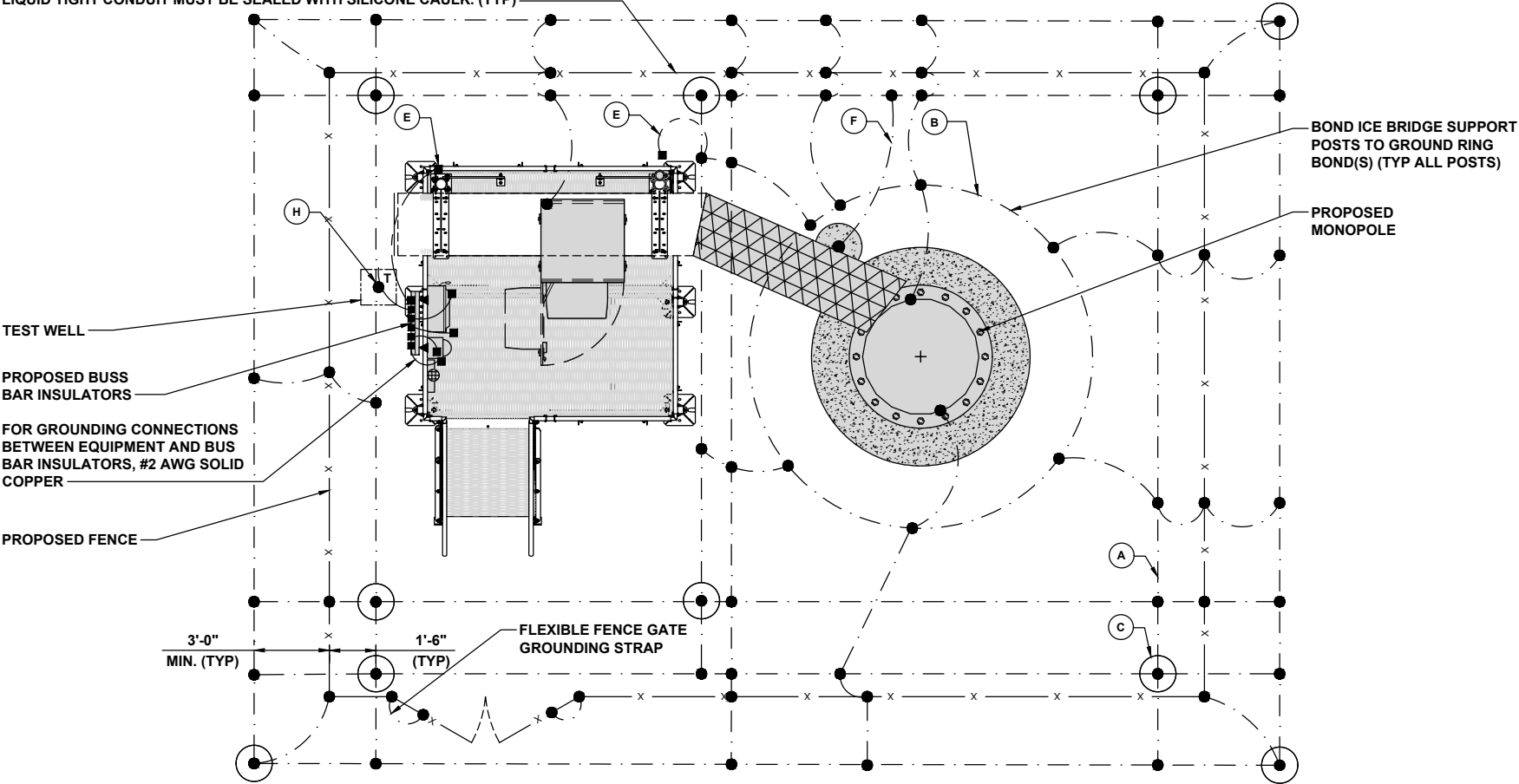
Site Name:			14490 CONWAY RD			MODEL NUMBER:			PROPOSED AC LOAD CENTER								
SITE NUMBER:			AMEREN CONWAY			PHASE:			1			WIRE:			3		
VOLTAGE:			240 /120			BUSS RATING:			200			AMPS			AIC RATING		
MAIN BREAKER:			200 AMPS			Volts AC											
MOUNT:			SURFACE														
ENCLOSURE TYPE:			NEMA 3R														
PANEL STATUS:			PROPOSED														
CKT	LOAD DESCRIPTION	BREAKER AMP S	BREAKER POLES	BREAKER STATUS	SERVICE LOAD VA	Demand Factor	USAGE FACTOR	PHASE A VA	PHASE B VA	USAGE FACTOR	Demand Factor	SERVICE LOAD VA	BREAKER STATUS	BREAKER POLES	BREAKER AMP S	LOAD DESCRIPTION	CKT
1	DC POWER PLANT RECTIFIER #1	30	2	NEW	2880	1.00	1.25	3600		1.25	1.00	0	NEW	2	60	TVSS	2
3					2880	1.00	1.25		3600	1.25	1.00	0					4
5	DC POWER PLANT RECTIFIER #2	30	2	NEW	2880	1.00	1.25	3825		1.25	1.00	180	NEW	1	20	GFI RECEPTACLE	6
7					2880	1.00	1.25		3600								8
9	RECEPTACLE & LIGHT	20	1	NEW	1920	1.00	1.25	2400									10
11									0								12
13								0									14
15									0								16
17								0									18
19									0								20
21								0									22
23									0								24
25								0									26
27									0								28
29								0									30
31									0								32
33								0									34
35									0								36
37								0									38
39									0								40
								PHASE A	PHASE B								
								9825	7200	VA							
								TOTAL		KVA	17.03						
										AMPS	70.94						

AC LOAD CENTER SCHEDULE

4



FOR GROUNDING CONNECTIONS BETWEEN EQUIPMENT AND INTERNAL GROUND RINGS, 4/0 AWG SOLID IN 1/2" MIN. LIQUID TIGHT CONDUIT FROM 24" BELOW GRADE TO WITHIN 3" TO 6" OF CAD-WELD TERMINATION POINT. EXPOSED END OF THE LIQUID TIGHT CONDUIT MUST BE SEALED WITH SILICONE CAULK. (TYP)



TYPICAL EQUIPMENT GROUNDING PLAN

NO SCALE 1

NOTE

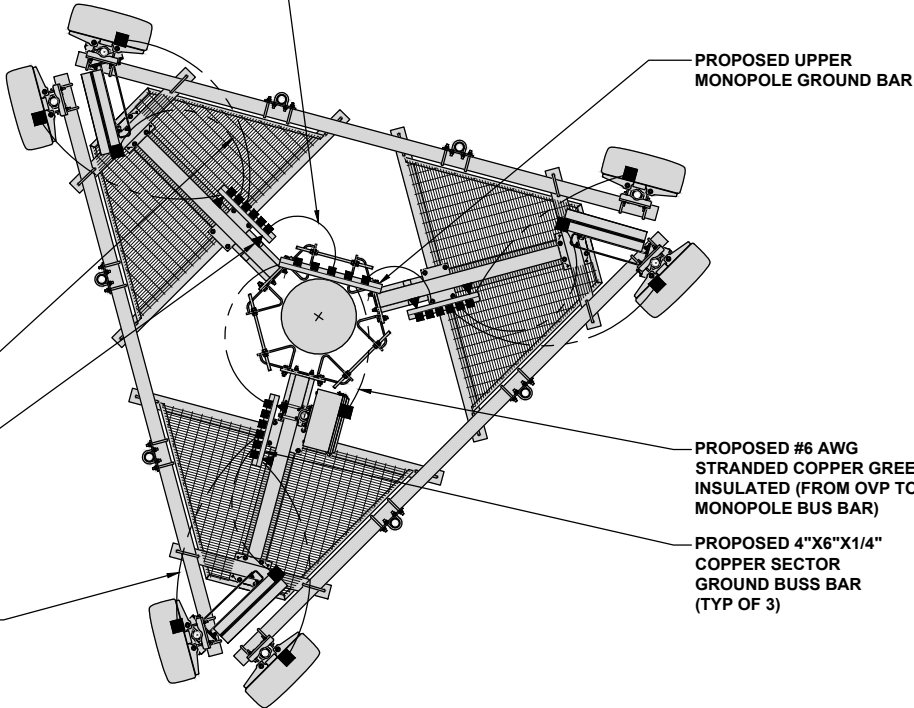
1. ANTENNAS AND OVP SHOWN ARE GENERIC AND NOT REFERENCING TO A SPECIFIC MANUFACTURER. THIS LAYOUT IS FOR REFERENCE ONLY

PROPOSED #2 AWG STRANDED COPPER GREEN INSULATED (FROM SECTOR TO MONOPOLE BUS BAR)

PROPOSED #6 AWG STRANDED COPPER GREEN INSULATED (FROM RRH TO SECTOR BUS BAR)

PROPOSED BUSS BAR INSULATORS (TYP)

PROPOSED #6 AWG STRANDED COPPER GREEN INSULATED (FROM ANTENNA TO SECTOR BUS BAR)



TYPICAL ANTENNA GROUNDING PLAN

NO SCALE 2

- EXOTHERMIC CONNECTION

■ MECHANICAL CONNECTION

GROUND BUS BAR

GROUND ROD
- TEST GROUND ROD WITH INSPECTION SLEEVE

----- #6 AWG STRANDED & INSULATED

- - - - - 4/0 AWG BARE STRANDED SOLID COPPER

————— #2 AWG SOLID COPPER

▲ BUSS BAR INSULATOR

GROUNDING LEGEND

- GROUNDING IS SHOWN DIAGRAMMATICALLY ONLY.
- CONTRACTOR SHALL GROUND ALL EQUIPMENT AS A COMPLETE SYSTEM. GROUNDING SHALL BE IN COMPLIANCE WITH NEC SECTION 250. GROUNDING AND BONDING REQUIREMENTS AND MANUFACTURER'S SPECIFICATIONS.
- ALL GROUND CONDUCTORS SHALL BE COPPER; NO ALUMINUM CONDUCTORS SHALL BE USED.

GROUNDING KEY NOTES

- (A) EXTERIOR GROUND RING: 4/0 AWG SOLID COPPER, BURIED AT A DEPTH OF AT LEAST 30 INCHES BELOW GRADE, OR 6 INCHES BELOW THE FROST LINE AND APPROXIMATELY 36 INCHES FROM THE EXTERIOR PLTE FENCE.
- (B) TOWER GROUND RING: THE GROUND RING SYSTEM SHALL BE INSTALLED AROUND AN ANTENNA TOWER'S LEGS, AND/OR GUY ANCHORS. WHERE SEPARATE SYSTEMS HAVE BEEN PROVIDED FOR THE TOWER AND THE BUILDING, AT LEAST TWO BONDS SHALL BE MADE BETWEEN THE TOWER RING GROUND SYSTEM AND THE BUILDING RING GROUND SYSTEM USING MINIMUM 4/0 AWG SOLID COPPER CONDUCTORS.
- (C) BOND TO EXTERIOR GROUND RING: 4/0 AWG SOLID COPPER WIRE PRIMARY BONDS SHALL BE PROVIDED AT LEAST AT FOUR POINTS ON THE INTERIOR GROUND RING, LOCATED AT THE CORNERS OF THE PLTE FENCE.
- (D) GROUND ROD: UL LISTED COPPER CLAD STEEL. MINIMUM 5/8" DIAMETER BY EIGHT FEET LONG. GROUND RODS SHALL BE DRIVEN TO THE DEPTH OF GROUND RING CONDUCTOR.
- (E) FRAME BONDING: THE BONDING POINT FOR TELECOM EQUIPMENT FRAMES SHALL BE THE GROUND BUS THAT IS NOT ISOLATED FROM THE EQUIPMENTS METAL FRAMEWORK.
- (F) ICE BRIDGE SUPPORTS: EACH ICE BRIDGE LEG SHALL BE BONDED TO THE GROUND RING WITH 4/0 AWG BARE COPPER CONDUCTOR. PROVIDE EXOTHERMIC WELDS AT BOTH THE ICE BRIDGE LEG AND BURIED GROUND RING.
- (G) TOWER TOP COLLECTOR BUSS BAR IS TO BE MECHANICALLY BONDED TO PROPOSED ANTENNA MOUNT COLLAR.
- (H) TEST WELL: CONSIST OF GROUND ROD INSTALLED WITH INSPECTION SLEEVE. GROUND RODS TO BE UL LISTED COPPER CLAD STEEL. MINIMUM 5/8" DIAMETER BY EIGHT FEET LONG.
- (I) POST CONSTRUCTION TEST REQUIREMENTS FOR SYSTEM RESISTANCE DESIGN OF 5 OHMS OR LESS



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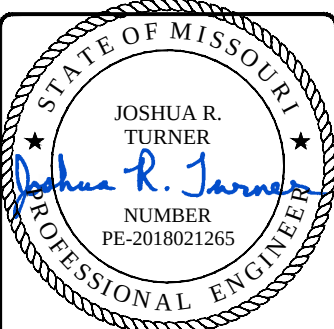


BLACK & VEATCH

16305 SWINGLEY RIDGE RD, SUITE 230
CHESTERFIELD, MO 63017
(636) 536-5800

PROJECT NO:	409336.0035.2030
DRAWN BY:	JKR
CHECKED BY:	AL

REV	DATE	DESCRIPTION
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2	10/13/23	PER JURISDICTION COMMENTS
1	08/11/23	PER CLIENT COMMENTS
0	06/28/23	ISSUED FOR 100% CDs
B	03/07/23	ISSUED FOR 90% CDs
A	10/17/22	ISSUED FOR 20% CDs



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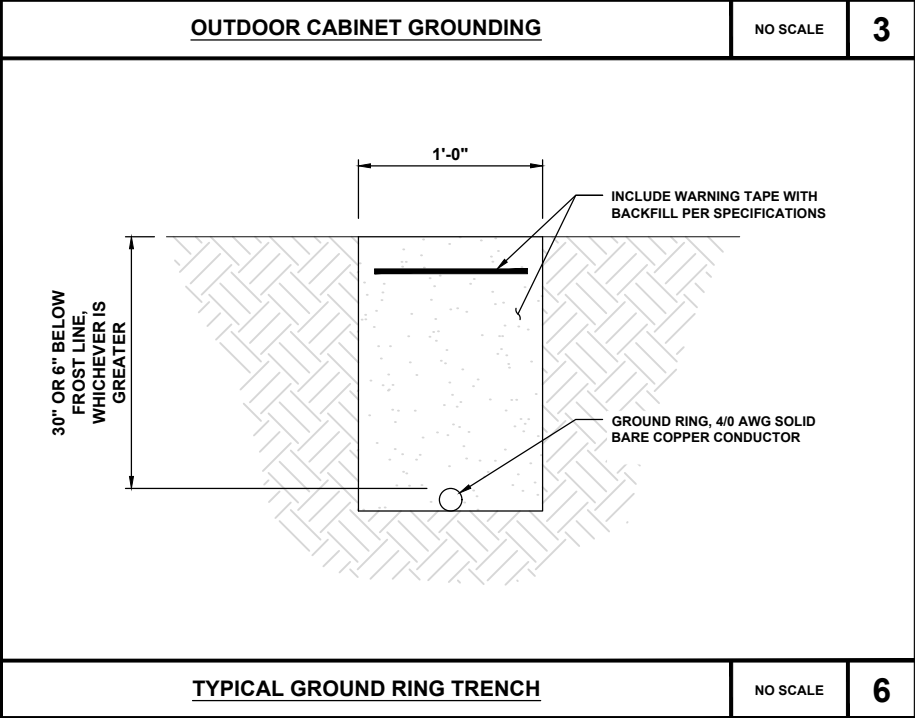
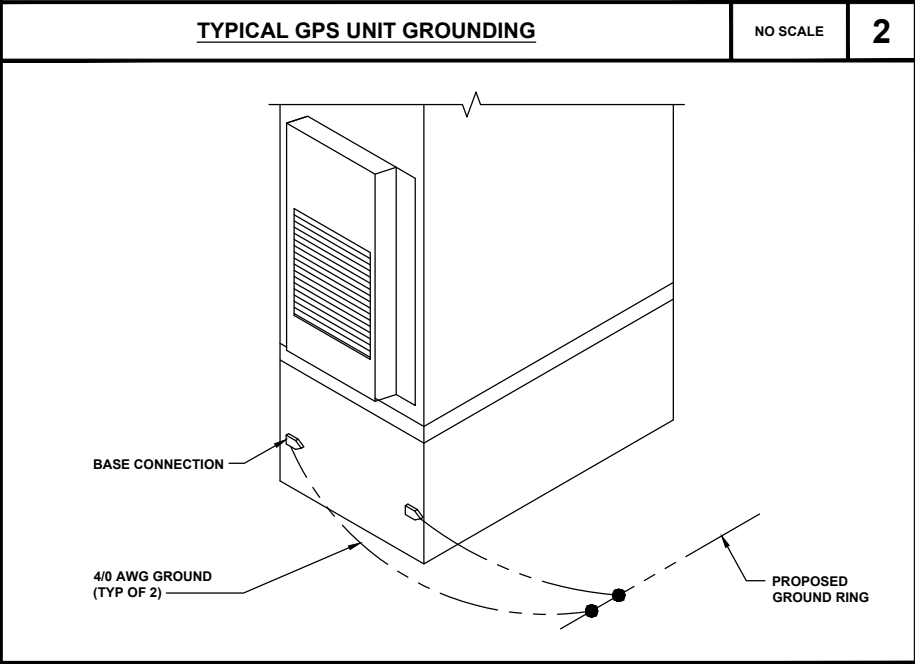
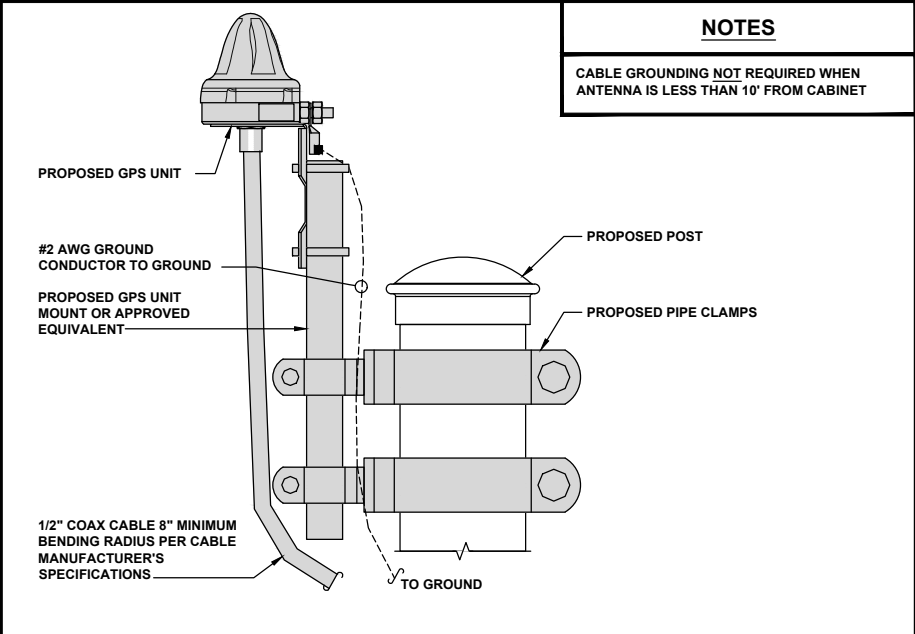
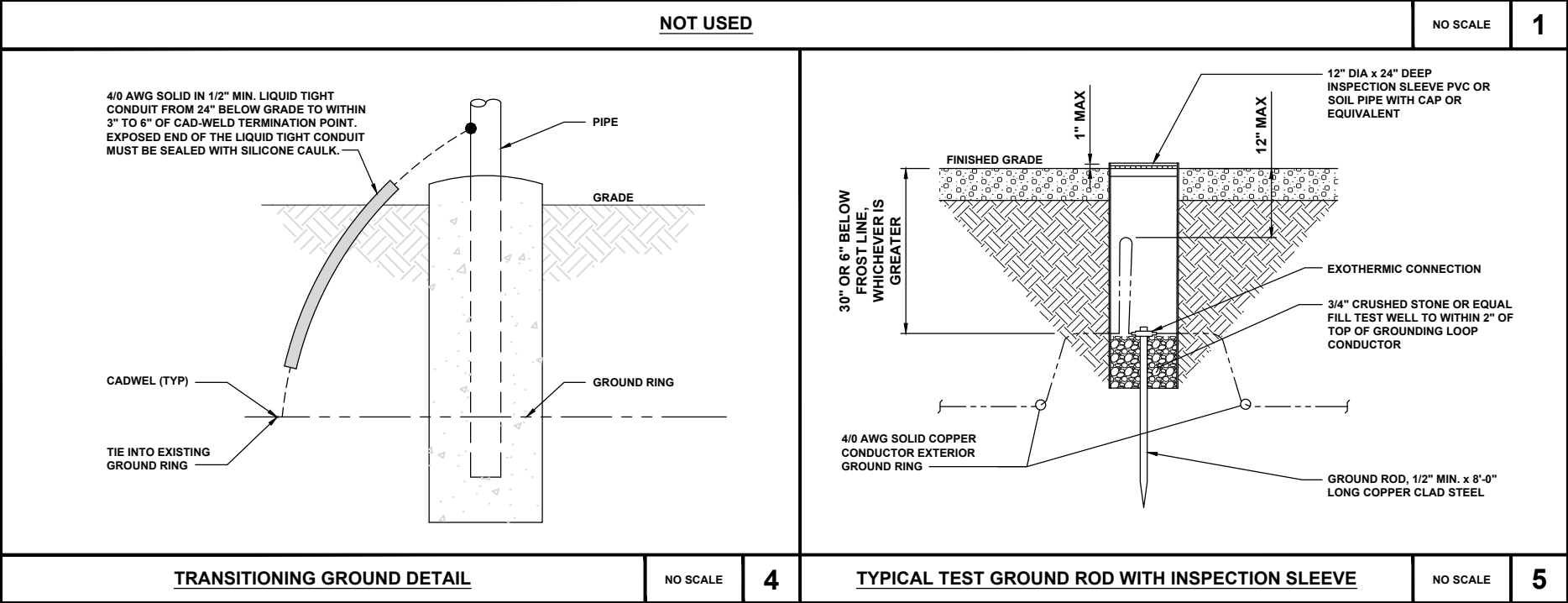
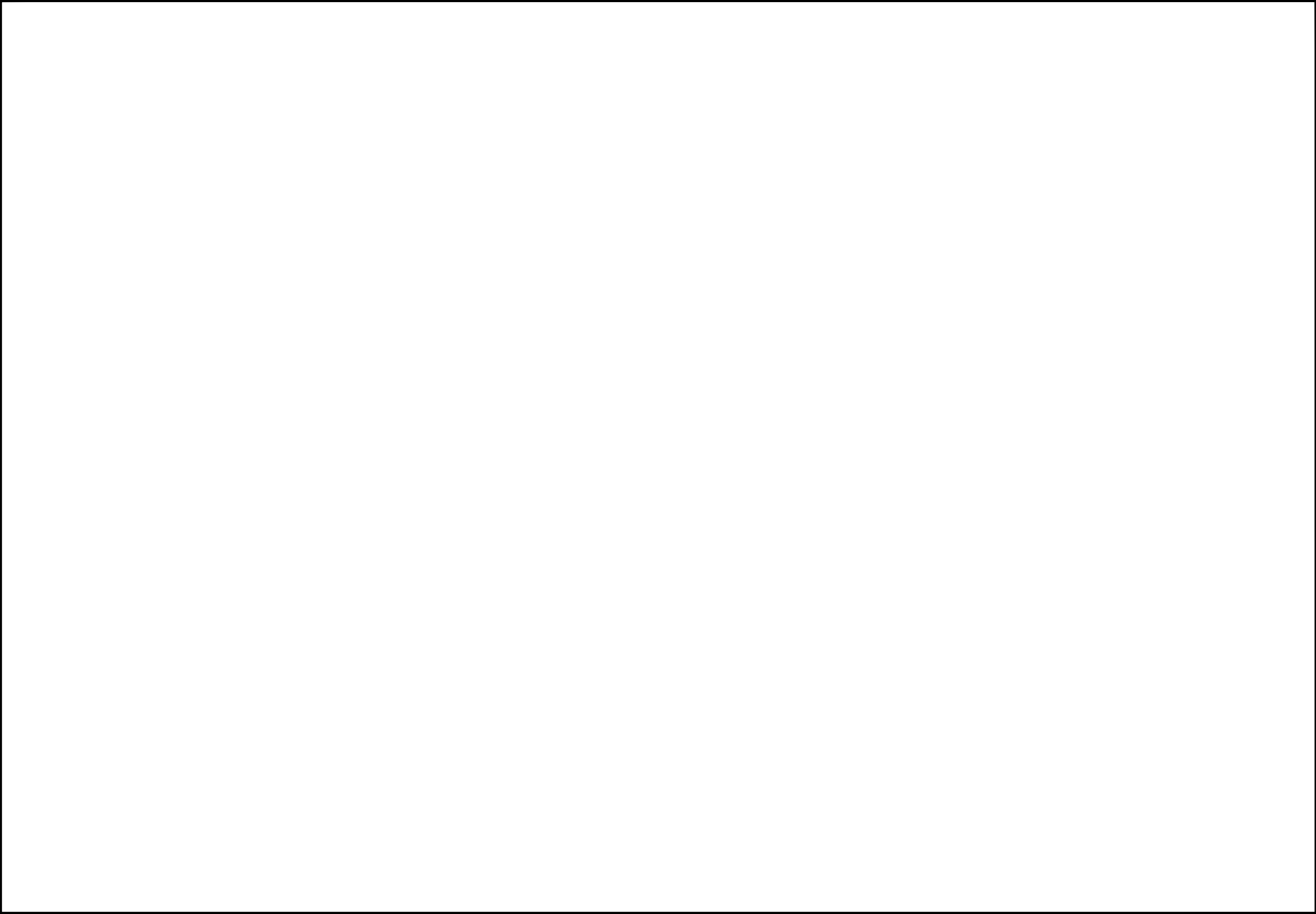
AMEREN PLTE PROJECT
CONWAY
14490 CONWAY RD
CHESTERFIELD, MO 63017
MONOPOLE

SHEET TITLE
GROUNDING PLANS
AND NOTES

SHEET NUMBER
G-1

GROUNDING KEY NOTES

NO SCALE 3





1901 CHOUTEAU AVE,
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BLACK & VEATCH
16305 SWINGLEY RIDGE RD, SUITE 230
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(636) 536-5800

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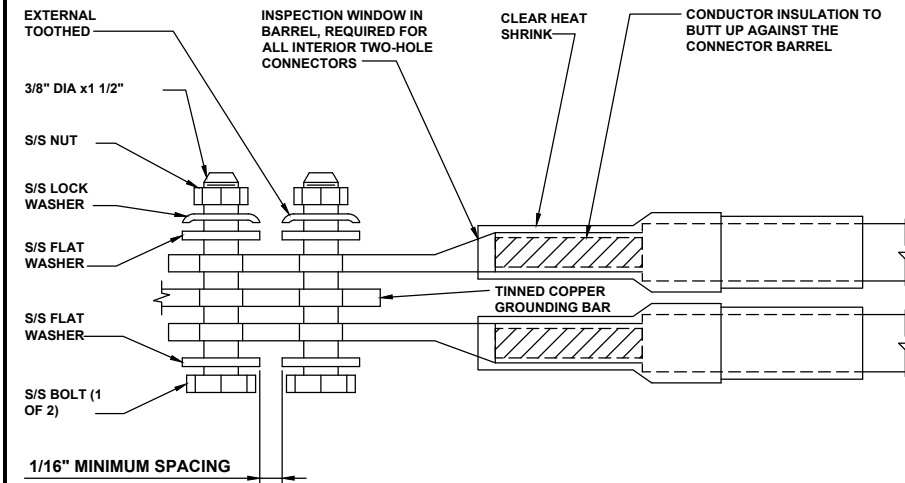
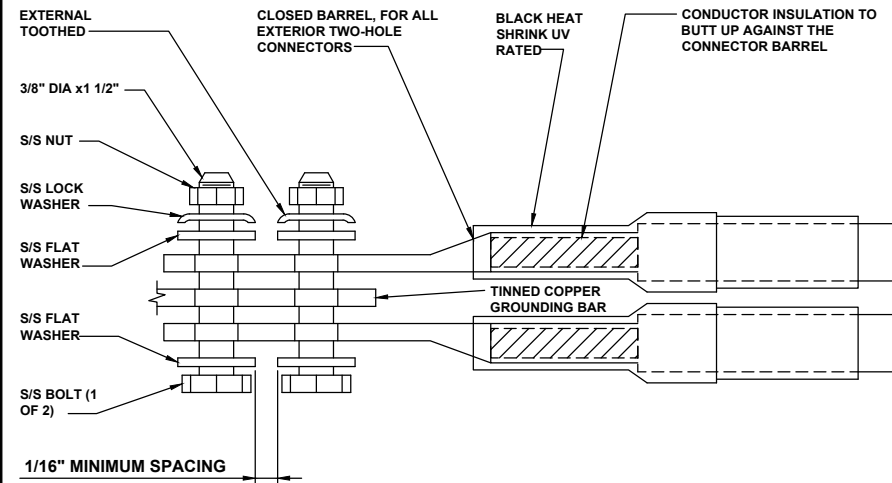
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**AMEREN PLTE PROJECT
CONWAY
14490 CONWAY RD
CHESTERFIELD, MO 63017
MONOPOLE**

SHEET TITLE
**GROUNDING
DETAILS**

SHEET NUMBER
G-2

1. EXOTHERMIC WELD (2) TWO, #4/0 AWG BARE SOLID COPPER CONDUCTORS TO GROUND BAR. ROUTE CONDUCTORS TO BURIED GROUND RING AND PROVIDE PARALLEL EXOTHERMIC WELD.
2. ALL EXTERIOR GROUNDING HARDWARE SHALL BE STAINLESS STEEL 3/8" DIAMETER OR LARGER. ALL HARDWARE 18-8 STAINLESS STEEL INCLUDING LOCK WASHERS, COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING.
3. FOR GROUND BOND TO STEEL ONLY: COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING.
4. DO NOT INSTALL CABLE GROUNDING KIT AT A BEND AND ALWAYS DIRECT GROUND CONDUCTOR DOWN TO GROUNDING BUS.
5. NUT & WASHER SHALL BE PLACED ON THE FRONT SIDE OF THE GROUND BAR AND BOLTED ON THE BACK SIDE.
6. ALL GROUNDING PARTS AND EQUIPMENT TO BE SUPPLIED AND INSTALLED BY CONTRACTOR.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ADDITIONAL GROUND BAR AS REQUIRED.
9. ENSURE THE WIRE INSULATION TERMINATION IS WITHIN 1/8" OF THE BARREL (NO SHINERS).



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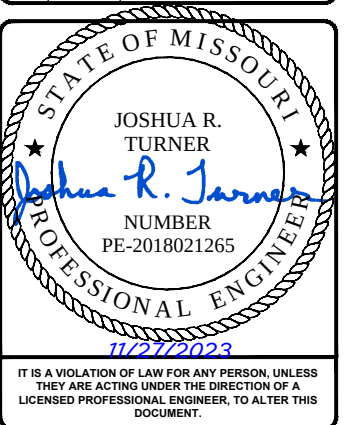
16305 SWINGLEY RIDGE RD, SUITE 230
CHESTERFIELD, MO 63017
(636) 536-5800

PROJECT NO: 409336.0035.2030

DRAWN BY:	JKR
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CHECKED BY: AL

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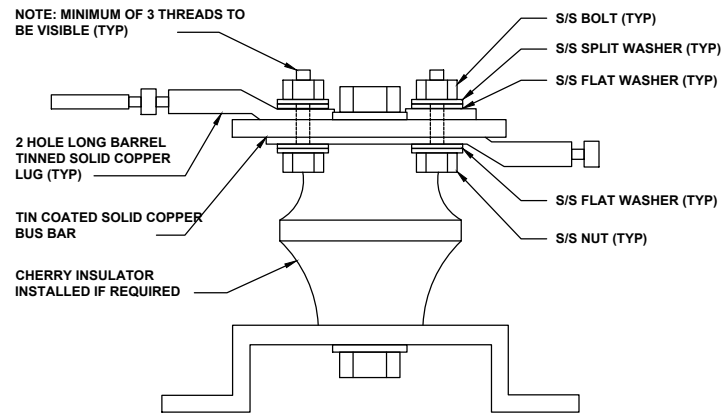


**AMEREN PLTE PROJECT
CONWAY
14490 CONWAY RD
CHESTERFIELD, MO 63017
MONOPOLE**

SHEET TITLE

**GROUNDING
DETAILS**

SHEET NUMBER
G-3



LUG DETAIL

NO SCALE

4

NOT USED

NO SCALE

5

NOT USED

NO SCALE

6

NOT USED

NO SCALE

7

NOT USED

NO SCALE

8

NOT USED

NO SCALE

9



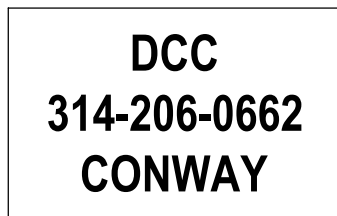
FCC CALL SIGN
NO SCALE



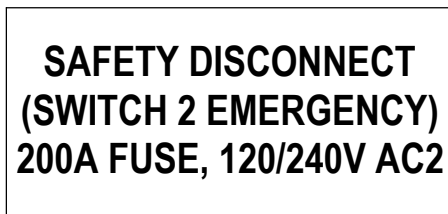
FCC ANTENNA STRUCTURE REGISTRATION
NO SCALE



NO TRESPASSING SIGN
NO SCALE



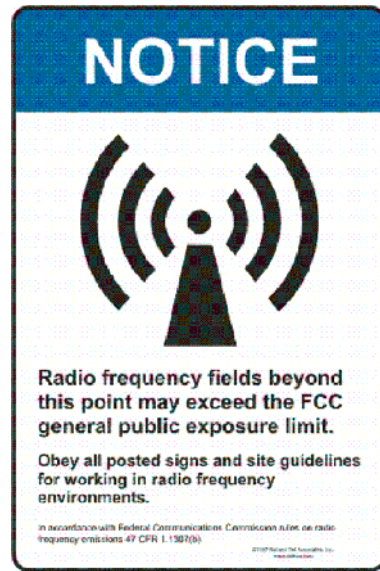
DCC SIGN
NO SCALE



DISCONNECT SIGN
NO SCALE

NOTES

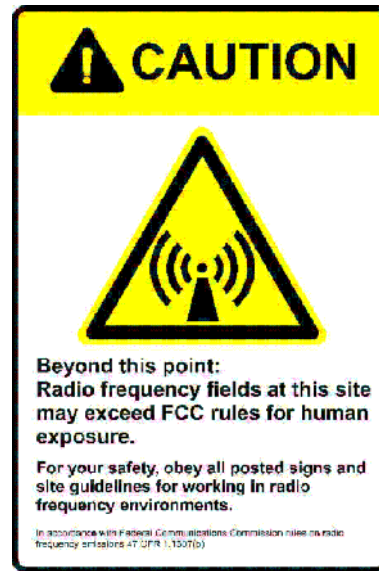
- CONTRACTOR SHALL VERIFY ALL REQUIRED SIGNAGE IS POSTED AT ALL SITES PER AMEREN STANDARDS.
- SIGN SHALL BE POSTED ON EACH SIDE OF THE FENCED COMPOUND.
- ADDITIONAL E911 ADDRESS SIGNS ARE REQUIRED AT EACH ACCESS ROAD GATE LEADING TO THE COMPOUND AS WELL AS ON THE COMPOUND GATE ITSELF.
- ALL SIGNS ARE TO BE MOUNTED USING 17 GAUGE ALUMINUM FENCE WIRE UNLESS OTHERWISE NOTED. NOT TO USE PLASTIC TIE WRAPS TO MOUNT EXTERIOR SIGNS.



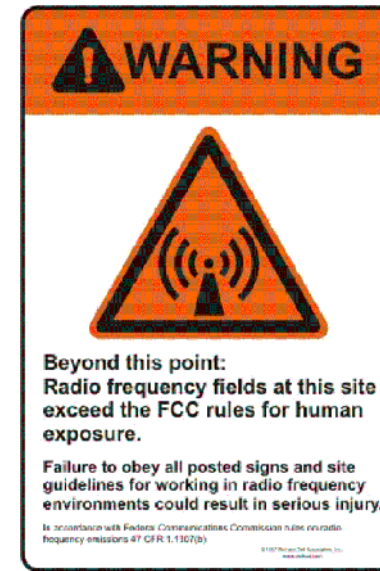
MPE RADIATION SIGN 1
NO SCALE



MPE RADIATION SIGN 2
NO SCALE



MPE RADIATION SIGN 3
NO SCALE



MPE RADIATION SIGN 4
NO SCALE

SITE SIGNAGE GUIDELINES			
Sign Type	Tower Sites		
	Entrance Gate	Outdoor Equipment	Tower Base/Access Ladder
FCC Call Sign			
FCC Antenna Structure Registration Sign	X		X
MPE Radiation Sign 1	X		
MPE Radiation Sign 2			X
MPE Radiation Sign 3			
MPE Radiation Sign 4 (if required by RF levels)			X
No Trespassing Sign	X		
Danger Keep Off		X	X
DCC Sign	X		
Safety disconnect sign		X	



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BLACK & VEATCH

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AMEREN PLTE PROJECT
CONWAY
14490 CONWAY RD
CHESTERFIELD, MO 63017
MONOPOLE

SHEET TITLE
RF SIGNAGE DETAILS

SHEET NUMBER
RF-1

[SITE NAME] - RADIO FREQUENCY DATA SHEET

TOWER INFO

PROJECT PHASE

LTE Coverage

DATE CREATED

03/01/2023

Created By

Ravi Sirka

PROJECT TYPE

New Site Build

REVISION NUMBER

1.00

SITE INFORMATION

CELL SITE NAME

Conway

Switch Name

7705 SAR-A

eNodeB ID

195004

STREET ADDRESS

14490 Conway Road

DEG

MIN

SEC

DEGREES

CITY

Chesterfield

County

St. Louis

N

38

38

55.11

38.64864

ZIP

63017

State

MO

W

90

31

31.28

-90.52536

FAA Study

FCC ID

Tower Owner

Ameren

Ameren

SCOPE OF WORK

LTE

New site build; Add (5) LTE antennas, (3) 900 MHz LTE RRH, (1) BBU

Notes

This is an LTE Coverage Site. Only LTE will be launched and filed for regulatory. Cable lengths to be verified during the construction walk.

PARTS REQUIRED

ALL CABLE LENGTHS ARE ESTIMATES

Site:	Part #	QTY	Alpha	Part #	QTY	Beta	Part #	QTY	Gamma	Part #	QTY	Delta	Part #	QTY
Raycap-OVP	RCKDC-6140-PF-48	1	Antenna LTE	RR-65B-R2	2	Antenna LTE	RR-65B-R2	2	Antenna LTE	RR-65B-R2	2	Antenna LTE		
Raycap-OVP	DC6-48-60-RM-OP16	1	RRH LTE	2212 B8	1	RRH LTE	2212 B8	1	RRH LTE	2212 B8	1	RRH LTE		
BBU	BB6631	1	Jumper Cable	LDF4-50A @ 20 ft.	2	Jumper Cable	LDF4-50A @ 20 ft.	2	Jumper Cable	LDF4-50A @ 20 ft.	2	Jumper Cable		
Hybrid Cable	For less than 200 ft, use the below 6AWG Cable: 942-997516-FD[HEIGHT + 10% of HEIGHT] For greater than or equal to 200ft, use the below 4AWG Cables: 942-97XXX-FD[HEIGHT + 10% of HEIGHT]	1	Hybrid Tail	HFT412-2529F-20	1	Hybrid Tail	HFT412-2529F-20	1	Hybrid Tail	HFT412-2529F-20	1	Hybrid Tail		
GPS Antenna	GPSGLONASS-36-N-S	1												
Surge Arrestor	GPS+OSNFM	1												
Ethernet to Coax Adapter	GRU-04-01	1												

PART TOTALS/ LOCATION											
Type	Part #	Location	Quantity	Type	Part #	Location	Quantity	Type	Part #	Location	Quantity
Raycap-OVP	RCKDC-6140-PF-48	Top	1	Antenna LTE	RR-65B-R2	Top	6	GPS Antenna	GPSGLONASS-36-N-S	Bottom	1
Raycap-OVP	DC6-48-60-RM-OP16	Bottom	1	RRH LTE	2212 B8	Top	3	Surge Arrestor	GPS+OSNFM	Bottom	1
BBU	BB6631	Bottom	1	Jumper Cable	LDF4-50A	Top	6	Ethernet to Coax Adapter	GRU-04-01	Bottom	1
CSR	7705 SAR-A	Bottom	1								

ANTENNA CONFIGURATIONS							
LTE 900MHz CONFIGURATIONS		ALPHA		BETA		GAMMA	
		Existing	Reserved	Existing	Reserved	Existing	Reserved
Antenna Quantity			2		2		2
Antenna Type			RR-65B-R2		RR-65B-R2		RR-65B-R2
Antenna 1 Connection Port			1		1		1
Antenna 2 Connection Port			2		2		2
Antenna Orientation			15		135		255
Antenna Centerline (feet AGL)			165		165		165
Electrical Down-Tilt (Deg.)			2		2		2
Mechanical Down-Tilt (Deg.)			0		0		0

Ravi Sirka

03/01/2023

RF Engineer

Date

Site Acquisition Specialist

Date

Real Estate Specialist

Date

Ameren

1901 CHOUTEAU AVE,
ST. LOUIS, MO 63103

BLACK & VEATCH

16305 SWINGLEY RIDGE RD, SUITE 230
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(636) 536-5800

PROJECT NO:

409336.0035.2030

DRAWN BY:

JKR

CHECKED BY:

AL

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STATE OF MISSOURI

JOSHUA R. TURNER

NUMBER

PE-2018021265

PROFESSIONAL ENGINEER

11/27/2023

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AMEREN PLTE PROJECT

CONWAY

14490 CONWAY RD

CHESTERFIELD, MO 63017

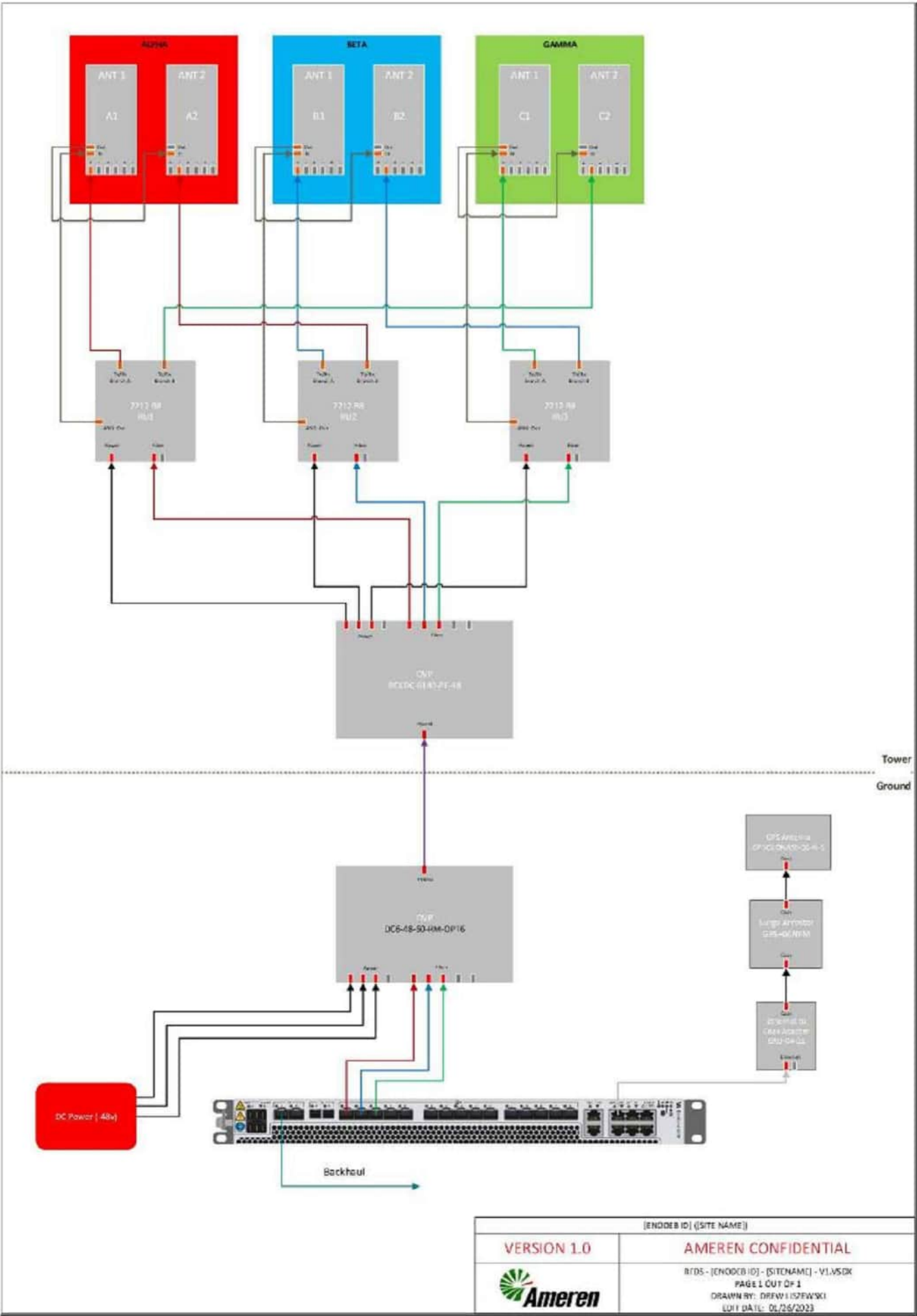
MONOPOLE

SHEET TITLE

RF PLUMBING DIAGRAM

SHEET NUMBER

RF-2



PLUMBING DIAGRAM



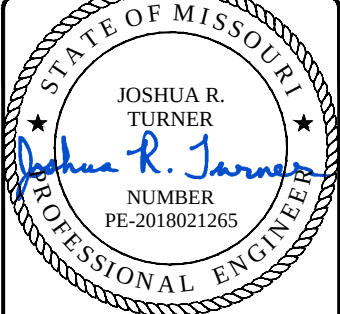
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CONWAY**
14490 CONWAY RD
CHESTERFIELD, MO 63017
MONOPOLE

SHEET TITLE
RF PLUMBING DIAGRAM

SHEET NUMBER
RF-3

LEGEND

ABBREVIATIONS



SITE ACTIVITY REQUIREMENTS:

1. NOTICE TO PROCEED - NO WORK SHALL COMMENCE PRIOR TO CONTRACTOR RECEIVING A WRITTEN NOTICE TO PROCEED (NTP) AND THE ISSUANCE OF A PURCHASE ORDER. PRIOR TO ACCESSING/ENTERING THE SITE YOU MUST CONTACT THE AMEREN AND TOWER OWNER NOC & THE AMEREN AND TOWER OWNER CONSTRUCTION MANAGER.
2. "LOOK UP" - AMEREN AND TOWER OWNER SAFETY CLIMB REQUIREMENT:

THE INTEGRITY OF THE SAFETY CLIMB AND ALL COMPONENTS OF THE CLIMBING FACILITY SHALL BE CONSIDERED DURING ALL STAGES OF DESIGN, INSTALLATION, AND INSPECTION. TOWER MODIFICATION, MOUNT REINFORCEMENTS, AND/OR EQUIPMENT INSTALLATIONS SHALL NOT COMPROMISE THE INTEGRITY OR FUNCTIONAL USE OF THE SAFETY CLIMB OR ANY COMPONENTS OF THE CLIMBING FACILITY ON THE STRUCTURE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: PINCHING OF THE WIRE ROPE, BENDING OF THE WIRE ROPE FROM ITS SUPPORTS, DIRECT CONTACT OR CLOSE PROXIMITY TO THE WIRE ROPE WHICH MAY CAUSE FRICTIONAL WEAR, IMPACT TO THE ANCHORAGE POINTS IN ANY WAY, OR TO IMPEDE/BLOCK ITS INTENDED USE. ANY COMPROMISED SAFETY CLIMB, INCLUDING EXISTING CONDITIONS MUST BE TAGGED OUT AND REPORTED TO YOUR AMEREN. AND AMEREN. AND TOWER OWNER POC OR CALL THE NOC TO GENERATE A SAFETY CLIMB MAINTENANCE AND CONTRACTOR NOTICE TICKET.
3. PRIOR TO THE START OF CONSTRUCTION, ALL REQUIRED JURISDICTIONAL PERMITS SHALL BE OBTAINED. THIS INCLUDES, BUT IS NOT LIMITED TO, BUILDING, ELECTRICAL, MECHANICAL, FIRE, FLOOD ZONE, ENVIRONMENTAL, AND ZONING. AFTER ONSITE ACTIVITIES AND CONSTRUCTION ARE COMPLETED, ALL REQUIRED PERMITS SHALL BE SATISFIED AND CLOSED OUT ACCORDING TO LOCAL JURISDICTIONAL REQUIREMENTS.
4. ALL CONSTRUCTION MEANS AND METHODS; INCLUDING BUT NOT LIMITED TO, ERECTION PLANS, RIGGING PLANS, CLIMBING PLANS, AND RESCUE PLANS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR RESPONSIBLE FOR THE EXECUTION OF THE WORK CONTAINED HEREIN, AND SHALL MEET ANSI/ASSE A10.48 (LATEST EDITION); FEDERAL, STATE, AND LOCAL REGULATIONS; AND ANY APPLICABLE INDUSTRY CONSENSUS STANDARDS RELATED TO THE CONSTRUCTION ACTIVITIES BEING PERFORMED. ALL RIGGING PLANS SHALL ADHERE TO ANSI/ASSE A10.48 (LATEST EDITION) AND AMEREN. AND TOWER OWNER STANDARDS, INCLUDING THE REQUIRED INVOLVEMENT OF A QUALIFIED ENGINEER FOR CLASS IV CONSTRUCTION, TO CERTIFY THE SUPPORTING STRUCTURE(S) IN ACCORDANCE WITH ANSI/TIA-322 (LATEST EDITION).
5. ALL SITE WORK TO COMPLY WITH AMEREN AND TOWER OWNER INSTALLATION STANDARDS FOR CONSTRUCTION ACTIVITIES ON AMEREN AND TOWER OWNER TOWER SITE AND LATEST VERSION OF ANSI/TIA-1019-A-2012 "STANDARD FOR INSTALLATION, ALTERATION, AND MAINTENANCE OF ANTENNA SUPPORTING STRUCTURES AND ANTENNAS."
6. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY AMEREN. AND TOWER OWNER PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
9. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES INCLUDING PRIVATE LOCATES SERVICES PRIOR TO THE START OF CONSTRUCTION.
10. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY CONTRACTOR. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING AND EXCAVATION E) CONSTRUCTION SAFETY PROCEDURES.
11. ALL SITE WORK SHALL BE AS INDICATED ON THE STAMPED CONSTRUCTION DRAWINGS AND AMEREN PROJECT SPECIFICATIONS, LATEST APPROVED REVISION.
12. CONTRACTOR SHALL KEEP THE SITE FREE FROM ACCUMULATING WASTE MATERIAL, DEBRIS, AND TRASH AT THE COMPLETION OF THE WORK. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
13. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF AMEREN. AND TOWER OWNER, AND/OR LOCAL UTILITIES.
14. THE CONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATION FOR SITE SIGNAGE REQUIRED BY LOCAL JURISDICTION AND SIGNAGE REQUIRED ON INDIVIDUAL PIECES OF EQUIPMENT, ROOMS, AND SHELTERS.
15. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE CARRIER'S EQUIPMENT AND TOWER AREAS.
16. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
17. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION AS SPECIFIED ON THE CONSTRUCTION DRAWINGS AND/OR PROJECT SPECIFICATIONS.
18. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
19. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
20. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS AND RADIOS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
21. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.
22. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.

GENERAL NOTES:

1. FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:

CONTRACTOR:GENERAL CONTRACTOR RESPONSIBLE FOR CONSTRUCTION

CARRIER: AMEREN

TOWER OWNER: AMEREN
2. THESE DRAWINGS HAVE BEEN PREPARED USING STANDARDS OF PROFESSIONAL CARE AND COMPLETENESS NORMALLY EXERCISED UNDER

- SIMILAR CIRCUMSTANCES BY REPUTABLE ENGINEERS IN THIS OR SIMILAR LOCALITIES. IT IS ASSUMED THAT THE WORK DEPICTED WILL BE PERFORMED BY AN EXPERIENCED CONTRACTOR AND/OR WORKPEOPLE WHO HAVE A WORKING KNOWLEDGE OF THE APPLICABLE CODE STANDARDS AND REQUIREMENTS AND OF INDUSTRY ACCEPTED STANDARD GOOD PRACTICE. AS NOT EVERY CONDITION OR ELEMENT IS (OR CAN BE) EXPLICITLY SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL USE INDUSTRY ACCEPTED STANDARD GOOD PRACTICE FOR MISCELLANEOUS WORK NOT EXPLICITLY SHOWN.
3. THESE DRAWINGS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE MEANS OR METHODS OF CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY FOR PROTECTION OF LIFE AND PROPERTY DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, FORMWORK, SHORING, ETC. SITE WALK PERFORMED BY THE ENGINEER DOES NOT CONSTITUTE INSPECTION.
4. NOTES AND DETAILS IN THE CONSTRUCTION DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT, AND/OR AS PROVIDED FOR IN THE CONTRACT DOCUMENTS. WHERE DISCREPANCIES OCCUR BETWEEN PLANS, DETAILS, GENERAL NOTES, AND SPECIFICATIONS, THE GREATER, MORE STRICT REQUIREMENTS, SHALL GOVERN. IF FURTHER CLARIFICATION IS REQUIRED CONTACT THE ENGINEER OF RECORD.
5. SUBSTANTIAL EFFORT HAS BEEN MADE TO PROVIDE ACCURATE DIMENSIONS AND MEASUREMENTS ON THE DRAWINGS TO ASSIST IN THE FABRICATION AND/OR PLACEMENT OF CONSTRUCTION ELEMENTS BUT IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE DIMENSIONS, MEASUREMENTS, AND/OR CLEARANCES SHOWN IN THE CONSTRUCTION DRAWINGS PRIOR TO FABRICATION OR CUTTING OF ANY NEW OR EXISTING CONSTRUCTION ELEMENTS. IF IT IS DETERMINED THAT THERE ARE DISCREPANCIES AND/OR CONFLICTS WITH THE CONSTRUCTION DRAWINGS THE ENGINEER OF RECORD IS TO BE NOTIFIED AS SOON AS POSSIBLE.
6. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CARRIER POC AND TOWER OWNER.
7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
8. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
9. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
10. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CARRIER AND TOWER OWNER PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
11. CONTRACTOR IS TO PERFORM A SITE INVESTIGATION, BEFORE SUBMITTING BIDS, TO DETERMINE THE BEST ROUTING OF ALL CONDUITS FOR POWER, AND TELCO AND FOR GROUNDING CABLES AS SHOWN IN THE POWER, TELCO, AND GROUNDING PLAN DRAWINGS.
12. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF AMEREN AND TOWER OWNER
13. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
14. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.



1901 CHOUTEAU AVE,
ST. LOUIS, MO 63103

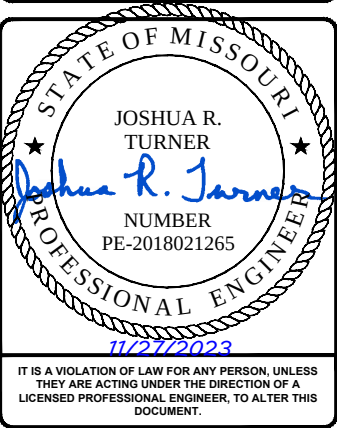


BLACK & VEATCH

16305 SWINGLEY RIDGE RD, SUITE 230
CHESTERFIELD, MO 63017
(636) 536-5800

PROJECT NO:	409336.0035.2030
DRAWN BY:	JKR
CHECKED BY:	AL

3	11/21/23	PER JURISDICTION COMMENTS
2	10/13/23	PER JURISDICTION COMMENTS
1	08/11/23	PER CLIENT COMMENTS
0	06/28/23	ISSUED FOR 100% CDs
B	03/07/23	ISSUED FOR 90% CDs
A	10/17/22	ISSUED FOR 20% CDs
REV	DATE	DESCRIPTION



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS
THEY ARE ACTING UNDER THE DIRECTION OF A
LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS
DOCUMENT.

AMEREN PLTE PROJECT
CONWAY
14490 CONWAY RD
CHESTERFIELD, MO 63017
MONOPOLE

SHEET TITLE
GENERAL NOTES

SHEET NUMBER
GN-2

CONCRETE, FOUNDATIONS, AND REINFORCING STEEL:

1.

ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST-IN-PLACE CONCRETE.
2.

UNLESS NOTED OTHERWISE, SOIL BEARING PRESSURE USED FOR DESIGN OF SLABS AND FOUNDATIONS IS ASSUMED TO BE 1000 psf.
3.

ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH (f'c) OF 3000 psi AT 28 DAYS, UNLESS NOTED OTHERWISE. NO MORE THAN 90 MINUTES SHALL ELAPSE FROM BATCH TIME TO TIME OF PLACEMENT UNLESS APPROVED BY THE ENGINEER OF RECORD. TEMPERATURE OF CONCRETE SHALL NOT EXCEED 90°F AT TIME OF PLACEMENT.
4.

CONCRETE EXPOSED TO FREEZE-THAW CYCLES SHALL CONTAIN AIR ENTRAINING ADMIXTURES. AMOUNT OF AIR ENTRAINMENT TO BE BASED ON SIZE OF AGGREGATE AND F3 CLASS EXPOSURE (VERY SEVERE). CEMENT USED TO BE TYPE II PORTLAND CEMENT WITH A MAXIMUM WATER-TO-CEMENT RATIO (W/C) OF 0.45.
5.

ALL STEEL REINFORCING SHALL CONFORM TO ASTM A615. ALL WELDED WIRE FABRIC (WWF) SHALL CONFORM TO ASTM A185. ALL SPLICES SHALL BE CLASS "B" TENSION SPLICES, UNLESS NOTED OTHERWISE. ALL HOOKS SHALL BE STANDARD 90 DEGREE HOOKS, UNLESS NOTED OTHERWISE. YIELD STRENGTH (Fy) OF STANDARD DEFORMED BARS ARE AS FOLLOWS:

#4 BARS AND SMALLER 40 ksi

#5 BARS AND LARGER 60 ksi
6.

THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:

• CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH 3"

• CONCRETE EXPOSED TO EARTH OR WEATHER:

• #6 BARS AND LARGER 2"

• #5 BARS AND SMALLER 1-1/2"

• CONCRETE NOT EXPOSED TO EARTH OR WEATHER:

• SLAB AND WALLS 3/4"

• BEAMS AND COLUMNS 1-1/2"

7.

A TOOLED EDGE OR A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNLESS NOTED OTHERWISE, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.
- ELECTRICAL INSTALLATION NOTES:
1.

ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES/ORDINANCES.

2.

CONDUIT ROUTINGS ARE SCHEMATIC. CONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED AND TRIP HAZARDS ARE ELIMINATED.

3.

WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC.

4.

ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC.

4.1.

ALL EQUIPMENT SHALL BEAR THE UNDERWRITERS LABORATORIES LABEL OF APPROVAL, AND SHALL CONFORM TO REQUIREMENT OF THE NATIONAL ELECTRICAL CODE.

4.2.

ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING CURRENT RATING THAT SHALL BE GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECTED, 22,000 AIC MINIMUM. VERIFY AVAILABLE SHORT CIRCUIT CURRENT DOES NOT EXCEED THE RATING OF ELECTRICAL EQUIPMENT IN ACCORDANCE WITH ARTICLE 110.24 NEC OR THE MOST CURRENT ADOPTED CODE PRE THE GOVERNING JURISDICTION.

5.

EACH END OF EVERY POWER PHASE CONDUCTOR, GROUNDING CONDUCTOR, AND TELCO CONDUCTOR OR CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2" PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC AND OSHA.

6.

ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH LAMICOID TAGS SHOWING THEIR RATED VOLTAGE, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING AND BRANCH CIRCUIT ID NUMBERS (i.e. PANEL BOARD AND CIRCUIT ID'S).

7.

PANEL BOARDS (ID NUMBERS) SHALL BE CLEARLY LABELED WITH PLASTIC LABELS.

8.

TIE WRAPS ARE NOT ALLOWED.

9.

ALL POWER AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE COPPER CONDUCTOR (#14 OR LARGER) WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.

10.

SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE COPPER CONDUCTOR (#6 OR LARGER) WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.

11.

POWER AND CONTROL WIRING IN FLEXIBLE CORD SHALL BE MULTI-CONDUCTOR, TYPE SOOW CORD (#14 OR LARGER) UNLESS OTHERWISE SPECIFIED.

12.

POWER AND CONTROL WIRING FOR USE IN CABLE TRAY SHALL BE MULTI-CONDUCTOR, TYPE TC CABLE (#14 OR LARGER), WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.

13.

ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRE NUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRE NUTS SHALL BE RATED FOR OPERATION NOT LESS THAN 75° C (90° C IF AVAILABLE).

14.

RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND NEC.

15.

ELECTRICAL METALLIC TUBING (EMT), INTERMEDIATE METAL CONDUIT (IMC), OR RIGID METAL CONDUIT (RMC) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.

16.

ELECTRICAL METALLIC TUBING (EMT) OR METAL-CLAD CABLE (MC) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.

17.

SCHEDULE 40 PVC UNDERGROUND ON STRAIGHTS AND SCHEDULE 80 PVC FOR ALL ELBOWS/90s AND ALL APPROVED ABOVE GRADE PVC CONDUIT.

18.

LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.

19.

CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SET SCREW FITTINGS ARE NOT ACCEPTABLE.

20.

CABINETS, BOXES AND WIRE WAYS SHALL BE LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND THE NEC.

21.

WIREWAYS SHALL BE METAL WITH AN ENAMEL FINISH AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARDS (WIREMOLD SPECMATE WIREWAY).

22.

SLOTTED WIRING DUCT SHALL BE PVC AND INCLUDE COVER (PANDUIT TYPE E OR EQUAL).

23.

CONDUITS SHALL BE FASTENED SECURELY IN PLACE WITH APPROVED NON-PERFORATED STRAPS AND HANGERS. EXPLOSIVE DEVICES (i.e. POWDER-ACTUATED) 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 FLUSH TO FINISH GRADE 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.

24.

EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL. SHALL MEET OR EXCEED UL 50 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND NEMA 3 (OR BETTER) FOR EXTERIOR LOCATIONS.

25.

METAL RECEPTACLE, SWITCH AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED OR NON-CORRODING; SHALL MEET OR EXCEED UL 514A AND NEMA OS 1 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.

26.

NONMETALLIC RECEPTACLE, SWITCH AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2 (NEWEST REVISION) AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.

27.

THE CONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CARRIER AND/OR AMEREN. AND TOWER OWNER BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.

28.

THE CONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD LIFE AND PROPERTY.

29.

INSTALL LAMICOID LABEL ON THE METER CENTER TO SHOW "AMEREN".

30.

ALL EMPTY/SPARE CONDUITS THAT ARE INSTALLED ARE TO HAVE A METERED MULE TAPE PULL CORD INSTALLED.
-
- 1901 CHOUTEAU AVE,
ST. LOUIS, MO 63103
-
- BLACK & VEATCH
- 16305 SWINGLEY RIDGE RD, SUITE 230
CHESTERFIELD, MO 63017
(636) 536-5800
- | | |
|-------------|------------------|
| PROJECT NO: | 409336.0035.2030 |
| DRAWN BY: | JKR |
| CHECKED BY: | AL |
- | | | |
|-----|----------|---------------------------|
| | | |
| 3 | 11/21/23 | PER JURISDICTION COMMENTS |
| 2 | 10/13/23 | PER JURISDICTION COMMENTS |
| 1 | 08/11/23 | PER CLIENT COMMENTS |
| 0 | 06/28/23 | ISSUED FOR 100% CDs |
| B | 03/07/23 | ISSUED FOR 90% CDs |
| A | 10/17/22 | ISSUED FOR 20% CDs |
| REV | DATE | DESCRIPTION |
-
- AMEREN PLTE PROJECT
CONWAY
14490 CONWAY RD
CHESTERFIELD, MO 63017
MONOPOLE
- SHEET TITLE
- GENERAL NOTES
- SHEET NUMBER
- GN-3

GROUNDING NOTES:

1. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION AND AC POWER GES'S) SHALL BE BONDED TOGETHER AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
2. THE CONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81) FOR GROUND ELECTRODE SYSTEMS, THE CONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
3. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT AND PROVIDE TESTING RESULTS.
4. METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 COPPER WIRE UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
5. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BTS EQUIPMENT.
6. EACH CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES, #6 STRANDED COPPER OR LARGER FOR INDOOR BTS; #2 BARE SOLID TINNED COPPER FOR OUTDOOR BTS.
7. CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STACKED BACK TO BACK CONNECTIONS ON OPPOSITE SIDE OF THE GROUND BUS ARE PERMITTED.
8. ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING SHALL BE #2 SOLID TINNED COPPER UNLESS OTHERWISE INDICATED.
9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
10. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED.
11. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
12. ALL GROUND CONNECTIONS ABOVE GRADE (INTERIOR AND EXTERIOR) SHALL BE FORMED USING HIGH PRESS CRIMPS.
13. COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY EXOTHERMIC WELD CONNECTIONS.
14. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR.
15. APPROVED ANTIOXIDANT COATINGS (i.e. CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
16. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
17. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
18. BOND ALL METALLIC OBJECTS WITHIN 6 ft OF MAIN GROUND RING WITH (1) #2 BARE SOLID TINNED COPPER GROUND CONDUCTOR.
19. GROUND CONDUCTORS USED FOR THE FACILITY GROUNDING AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR SLEEVES THROUGH WALLS OR FLOORS. WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS, NON-METALLIC MATERIAL SUCH AS PVC CONDUIT SHALL BE USED. WHERE USE OF METAL CONDUIT IS UNAVOIDABLE (i.e., NONMETALLIC CONDUIT PROHIBITED BY LOCAL CODE) THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.
20. ALL GROUNDS THAT TRANSITION FROM BELOW GRADE TO ABOVE GRADE MUST BE #2 BARE SOLID TINNED COPPER IN 3/4" NON-METALLIC, FLEXIBLE CONDUIT FROM 24" BELOW GRADE TO WITHIN 3" TO 6" OF CAD-WELD TERMINATION POINT. THE EXPOSED END OF THE CONDUIT MUST BE SEALED WITH SILICONE CAULK. (ADD TRANSITIONING GROUND STANDARD DETAIL AS WELL).
21. BUILDINGS WHERE THE MAIN GROUNDING CONDUCTORS ARE REQUIRED TO BE ROUTED TO GRADE, THE CONTRACTOR SHALL ROUTE TWO GROUNDING CONDUCTORS FROM THE ROOFTOP, TOWERS, AND WATER TOWERS GROUNDING RING, TO THE EXISTING GROUNDING SYSTEM, THE GROUNDING CONDUCTORS SHALL NOT BE SMALLER THAN 2/0 COPPER. ROOFTOP GROUNDING RING SHALL BE BONDED TO THE EXISTING GROUNDING SYSTEM, THE BUILDING STEEL COLUMNS, LIGHTNING PROTECTION SYSTEM, AND BUILDING MAIN WATER LINE (FERROUS OR NONFERROUS METAL PIPING ONLY). DO NOT ATTACH GROUNDING TO FIRE SPRINKLER SYSTEM PIPES.



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ST. LOUIS, MO 63103

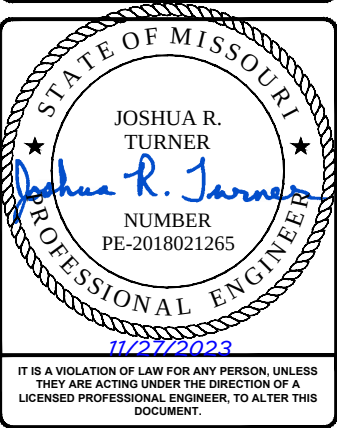


BLACK & VEATCH

16305 SWINGLEY RIDGE RD, SUITE 230
CHESTERFIELD, MO 63017
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PROJECT NO:	409336.0035.2030
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AMEREN PLTE PROJECT
CONWAY
14490 CONWAY RD
CHESTERFIELD, MO 63017
MONOPOLE

SHEET TITLE

GENERAL NOTES

SHEET NUMBER

GN-4

Bill of Material (BOM)

Black & Veatch	Date	10/11/2023
658-255-8260		
black@bv.com	Site Name	Conway
	Pick up or shipping?	Missouri

Product Category	Manufacture Part #	Description	UOM	QTY
Proposed Tower Structures	165 Monopole	165 Sates Monopoles	EA	Overseer Furnish
Outdoor Network Cabinet (ONC)	CUBF-55AC220003	Outdoor LTE Cabinet Single Bay which includes: Battery Standpower Pack HF-48VDC 1.6Ah Highpack2 Rugged Hybrid Cable Entry Panel For PMD30 Cabinet: 4 Ports CMM100	EA	Overseer Furnish
	Charles 97-002975-A	EAFT Battery Modules	EA	12
	94MPro1 NEP06-LH12531	90X5 Modular Equipment Platform with Jack Leg and Footcords	EA	1
eNodeB	Eriksen 6520	Eriksen 6520 which includes: (Not all items included/for some listed)	EA	Overseer Furnish
Remote Radio Heads	2212 Radio	Eriksen 2212 86.2F GHz, 2x80 Output Power w/ mounting bracket	EA	3
Antennas	Eriksen Kathren 82018961	2-port sector antenna, 2x 666-560, 8dBi HPBW	EA	6
Tower Surge Suppression (OVP)	ROKDC-4140PFI-48	Overvoltage Protection & Fiber Management Junction Box for 60Hz	EA	Overseer Furnish
Tower Equipment Mounting Hardware	C128581110	12" Sature HD MOVE Platform	EA	1
	C12851381	MOVE 12" Support Rail Tension Bracket #8	EA	1
	C12112377	7x Color Mount 18"-40" Pole Diameter	EA	1
	C12868270	Pipe Armrest Mounting Kit 1.75" x 1.5" x 10.5"	EA	12
Low Inductance Hybrid Trunk Cable - Single Mode 8 x 12	T80	1.55" dia 8AWG Hybrid Cable	FT	Overseer Furnish
1x1 Hybrid Jumpers with Foil Ase sleeve installed	HT1412-2520F-20	1 x1 25' RRU 8-20V Hybrid Tail Cable 2 34W + 4x 120a Con Weatherproof Sleeve	EA	3
Fiber Jumpers and Cleaning Tools	FJ25M-015-1M	3m Ruggedized LC LC 8M Duplex FTTA 2-Fiber Assembly w/ Fan-Outs	EA	8
	FJC-74	Fiber Connector Cleaning Tool - LC	EA	1
	Commscope 5' Jumper	20E - connector to bare verify	EA	1
Commscope Hybrid Cable Installation Accessories	FA-R3CT	Notch RRU Fiber Protection	EA	8
	FA-PC518	Notch RRU Power Cable Seal Kit	EA	4
H-Frame and H-Frame Foundation	T80	H-Frame Kit (LxH: 3x 5') Contractor to verify length	EA	1
	4009 PBI Concrete Pier	H-Frame Pier Foundation 11" dia x 4' depth	EA	2
Electrical Ground Equipment	QO140B200R0	Square D AC Load Center 200Amp, 1 Phase	EA	1
	Q224NRB	Square D Electric AC Disconnect, 200VAC, 200A	EA	1
	Q2501FRL-QG-AMB	Midsize Meter Socket, 200A, 1-Phase	EA	1
	Q-LVTRM	LED Weatherproof Work Light	EA	1
	T80	SPS Cables to ONC Cabinet	FT	15
Ice Bridge and Ice Bridge Foundation	WB-K115-B	Commscope Weatherable Bridge #1 (HxL: 190"x121")	EA	2
	WB-T2 3 Trusspole Kit, 3 surge	WB-T2 3 Trusspole Kit, 3 surge	EA	6
	WB-L B10-3 Support Bracket	WB-L B10-3 Support Bracket	EA	3
	WB-130 Direct Burial Pipe Column, 12" 4" 30" maximum spacing	WB-130 Direct Burial Pipe Column, 12" 4" 30" maximum spacing	EA	3
	4009 PBI Concrete Pier	Ice Bridge Concrete Pier Foundation (1.5' dia x 3.5' depth)	EA	3
	C01498	Round-4 Steel band	EA	1
	C25409	Round-4 Durable	EA	1
	C-81-0	Stainless 1 Roundoff Round	EA	1
3-PRN Ret Cables (ARSG)	CXTD-WMBPW1-8M	3 Meter, 3 Pin Male to Female RET Control Cable	EA	8
Grounding Wire	MT-585-F	#2 AWG Solid Tinned Copper Ground Wire	FT	150
	MT-585-G	#6 AWG THHN Green Jacket Stranded Ground Wire	FT	200
	Ameren (Ameren Stock#: 1802024)	#6 Bare, 15 Strand, CO - Soft Drawn	FT	200
Bus Bars and Grounding Rod	294820	Universal Transom/Shelter Boss Bar Attachment Kit	EA	4
	VALMONT M9406LH	1/4" x 4" x 10' Ground Bar	EA	4
	PANCLUTT 06480321P1.1	1/4" x 4" x 20' Ground Bar	EA	4
Lugs (Grounding Materials)	22-30U-1	#2 AWG Lug, Two 3/8" holes, Universal Sealing 3/4" to 1"	EA	25
	62-35-1-1	#6 AWG Lug, Two 3/8" Holes, 1" OC, Long Barrel	EA	12
	31765-1	3/8" x 1" Hardware Kit w/ Lock washer & Nut, 10Pkg	EA	18
GPS	CNEFL0MAG36-A-S	GPS Ant. 1550 MHz 1810.5 MHz 5 Poles	EA	1
Surge Arrestor & Breakers & Splitters	9168-5441	FEED LINE SURGE ARRESTOR GROUNDING KIT	EA	7
	9FD	FEED LINE SURGE ARRESTOR MOUNTING KIT	EA	6
	GPS-400PM	GPS ANTENNA SURGE ARRESTOR	EA	1
	9FN	GPS ANTENNA SURGE ARRESTOR MOUNTING KIT	EA	1
Uni-Strut	1P6202H	1/8 Fl, 3/4" x 1-5/8" Unistrut, Colorcoated, Rhedox, Extruded Hole	EA	6
	1P61100-5-10"EG	5-10" Unistrut Pipe Hanger Power Strut Pipe Hanger	EA	12
Tapes and Weatherproofing	T80	Weatherproofing Boat	EA	6
	35-BLUE34X05	Blue, 3/4" x 60' Electrical Tape	EA	2
	35-GREEN30X06	Green, 3/4" x 60' Electrical Tape	EA	2
	35-RED34X06	Red, 3/4" x 60' Electrical Tape	EA	2
	35-YELLOW34X06	Yellow, 3/4" x 60' Electrical Tape	EA	6
Zip ties/Velcro	16-145-CP	10PCS 3" SS Cable Zip Tie 100PH	EA	1
	16-15-100	15" Black Cable Tie, Nylon 100Dy, 120lb Tensile Strength	EA	1
Miscellaneous Materials				

Bill of Material (BOM)

Black & Veatch	Date	10/11/2023
658-255-8260		
black@bv.com	Site Name	Conway
	Pick up or shipping?	Missouri

Product Category	Manufacture Part #	Description	UOM	QTY
	CABLETAG	Fiber Tag for Coaxial Cable, 1.25" x 0.75"	EA	25
	POWERTAG	Fiber Tag for Coaxial Cable, 1.25" x 0.75"	EA	25
Cadweld				
	CADWELD-EGTC-1620	CADWELD CONNECTION TYPE 6" MOLD, 4.5 MCM TO 5W' GROUTS ROD	EA	4
	CADWELD-ETAC-2020	CADWELD CONNECTION TYPE 1A MOLD, 4.5 MCM RUN TO 4.5 MCM TAP	EA	7
	CADWELD-EPH-204	CADWELD CONNECTION TYPE 1A MOLD, 4.5 MCM TO PIPE	EA	1
	CADWELD-ELAC-2020K	CADWELD CONNECTION TYPE 1A MOLD, 4.5 MCM TO 1/4"x3" AND WIDER BUSBAR	EA	2
	CADWELD-PROPLUSF30	90 PLUS CADWELD WELDING MATERIAL	EA	10
	CADWELD-1115PLUSF30	115 PLUS CADWELD WELDING MATERIAL	EA	15
	CADWELD-1150PLUSF30	150 PLUS CADWELD WELDING MATERIAL	EA	37
Power Cable				
	Struxure 3MR-0004	AC 36 AWG, 1000V	FT	150
	Ameren Stock#: 1801119	AC 36 AWG, 1000V	FT	50



1901 CHOUTEAU AVE,
ST. LOUIS, MO 63103

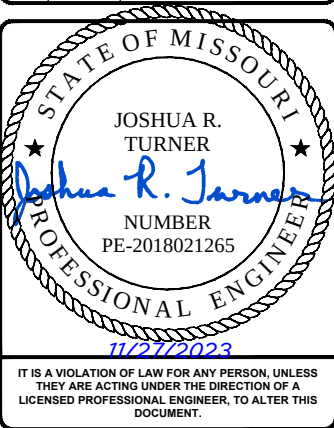


BLACK & VEATCH

16305 SWINGLEY RIDGE RD, SUITE 230
CHESTERFIELD, MO 63017
(636) 536-5800

PROJECT NO:	409336.0035.2030
DRAWN BY:	JKR
CHECKED BY:	AL

REV	DATE	DESCRIPTION
3	11/21/23	PER JURISDICTION COMMENTS
2	10/13/23	PER JURISDICTION COMMENTS
1	08/11/23	PER CLIENT COMMENTS
0	06/28/23	ISSUED FOR 100% CDs
B	03/07/23	ISSUED FOR 90% CDs
A	10/17/22	ISSUED FOR 20% CDs



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS
THEY ARE ACTING UNDER THE DIRECTION OF A
LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS
DOCUMENT.

AMEREN PLTE PROJECT
CONWAY
14490 CONWAY RD
CHESTERFIELD, MO 63017
MONOPOLE

SHEET TITLE
BILL OF MATERIAL

SHEET NUMBER
BOM

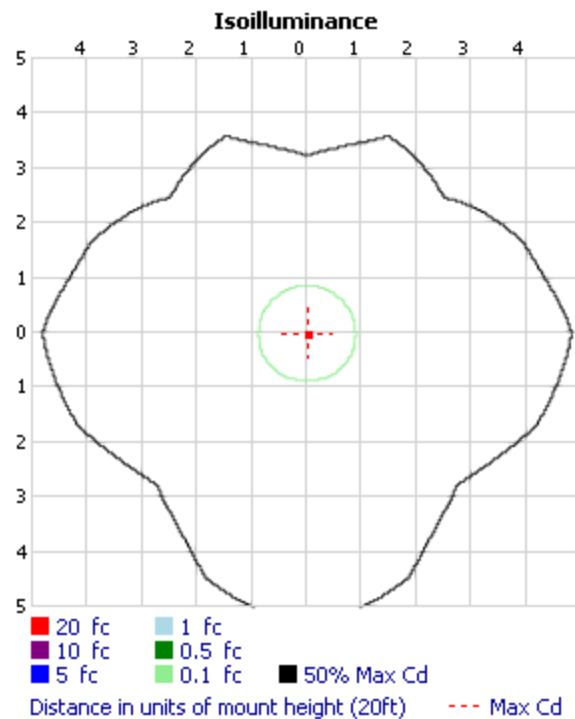
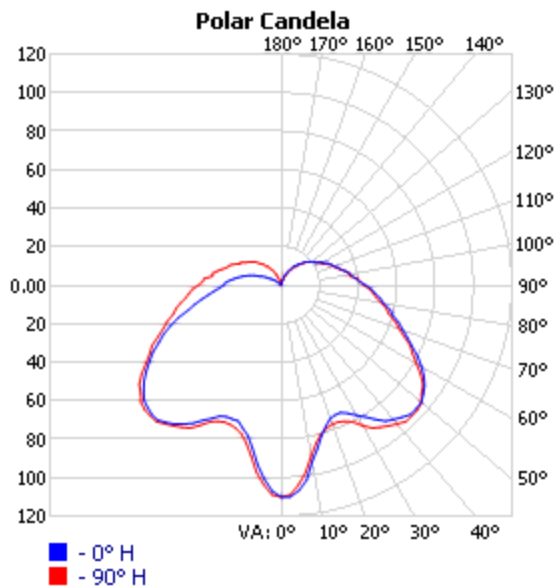
OUTDOOR PHOTOMETRIC REPORT

CATALOG: OLVTWM

Test #: LTL22009
Test Lab: ACUITY BRANDS LIGHTING CONYERS LAB
Test Date: 7/3/2012
Catalog: OLVTWM
Description: OUTDOOR LED VAPOR TIGHT WALL MOUNT WITH 4000K
LEDS WITH CAST ALUMINUM HOUSING
Series: Vapor Tight LED
Lamp Catalog: NICHIA 219B SW 40
Lamp: LED
Lamp Output: Total luminaire Lumens: 588.2, **absolute photometry ***
Ballast / Driver: 120
Input Wattage: 15.4
Luminous Opening: Vertical Cylinder (Dia : 3", H: 6.48")
Max Cd: 110.0 at Horizontal: 0°, Vertical: 0°
Roadway Class: Type VS

AcuityBrands.

LITHONIA LIGHTING®



*Test based on absolute photometry where lamp lumens=lumens total.

*Cutoff Classification and efficiency cannot be properly calculated for absolute photometry.

Visual Photometric Tool 1.2.46 copyright 2023, Acuity Brands Lighting.

This Photometric report has been generated using methods recommended by the IESNA. Calculations are based on Photometric data provided by the manufacturer, and the accuracy of this Photometric report is dependent on the accuracy of the data provided. End-user environment and application (including, but not limited to, voltage variation and dirt accumulation) can cause actual Photometric performance to differ from the performance calculated using the data provided by the manufacturer. This report is provided without warranty as to accuracy, completeness, reliability or otherwise. In no event will Acuity Brands Lighting be responsible for any loss resulting from any use of this report.

Roadway Summary

Distribution:	Type VS	
Max Cd, 90 Deg Vert:	44.0	
Max Cd, 80 to <90 Deg:	54.0	
	Lumens	% Lamp
Downward Street Side:	232.1	39.5%
Downward House Side:	225.7	38.4%
Downward Total:	457.8	77.8%
Upward Street Side:	70.2	11.9%
Upward House Side:	60.1	10.2%
Upward Total:	130.3	22.2%
Total Lumens:	588.2	100%

LCS Table

BUG Rating	B0 - U3 - G1	
Forward Light	Lumens	Lumens %
Low(0-30):	34.4	5.8%
Medium(30-60):	105.2	17.9%
High(60-80):	66.8	11.3%
Very High(80-90):	25.7	4.4%
Back Light		
Low(0-30):	34.1	5.8%
Medium(30-60):	103.5	17.6%
High(60-80):	64.5	11%
Very High(80-90):	23.7	4%
Uplight		
Low(90-100):	39.7	6.8%
High(100-180):	90.6	15.4%
Trapped Light:	0.0	0%

Illuminance at a Distance

Height(ft)	Center Beam	Beam Spread(ft)		Field Spread(ft)	
	Footcandle	Horizontal	Vertical	Horizontal	Vertical
4.00	6.88 fc	38.7	32.5		7.7
8.00	1.72 fc	77.3	65.0		15.5
12.00	0.76 fc	116.0	97.5		23.2
16.00	0.43 fc	154.7	130.0		30.9
20.00	0.28 fc	193.3	162.5		38.6
		Beam Angle		Field Angle	
		156.6°	152.3°	n/a	88.0°

FINANCE AND ADMINISTRATION COMMITTEE

Chair: Councilmember Michael Moore

Vice-Chair: Barbara McGuinness

There are no Finance and Administration Committee agenda action items scheduled for Monday night's meeting.

NEXT MEETING

The next meeting of the F&A Committee has not yet been scheduled.

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

PARKS, RECREATION AND ARTS COMMITTEE

Chair: Councilmember Mary Monachella

Vice Chair: Councilmember Gary Budoor

There are no Parks, Recreation and Arts Committee agenda action items scheduled for Monday night's meeting.

NEXT MEETING

The next meeting of the Parks, Recreation and Arts Committee is scheduled for Wednesday, February 7th, 2024, at 5:30pm.

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

PUBLIC HEALTH AND SAFETY COMMITTEE

Chair: Councilmember Mary Ann Mastorakos

Vice Chair: Councilmember Michael Moore

There are no Public Health and Safety Committee agenda action items scheduled for Monday night's meeting.

NEXT MEETING

The next meeting of the Public Health and Safety Committee is scheduled for Monday, February 12th, 2024, at 5:00pm.

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

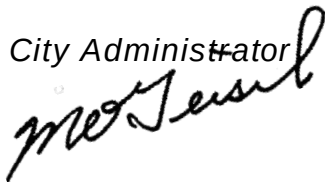
REPORT FROM THE CITY ADMINISTRATOR & OTHER ITEMS REQUIRING ACTION BY CITY COUNCIL

- A. Gamble Schlemeier Success Contingency PAYMENT – A request to approve a \$10,000 transfer from the General Fund Reserve in order to fund the payment of the contingency “success” payment associated with obtaining the \$2 million ARPA grant from the State of Missouri, and as contracted in May of 2021. (Roll Call Vote)
- B. Bid Recommendation – Miracle Field Resurfacing – Recommendation to accept the bid in the amount of \$286,820 as submitted by Kiefer USA including a reimbursement upon completion to replace the original synthetic infield surface on Miracle Field at the CVAC. This project is funded by a Municipal Parks grant. (Roll Call Vote) Department of Park, Recreation and Arts recommends approval.
- E. Bid Recommendation J&M displays have successfully executed Chesterfield’s Independence Day pyrotechnic display for the last few years. (Roll Call Vote) Department of Park, Recreation and Arts recommends approval.

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

Mike Geisel

City Administrator



690 Chesterfield Pkwy W

Chesterfield MO 63017

Phone 636-537-4711

Fax 636-537-4798

OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor & City Council

Date: October 19th. 2023

RE: Gamble & Schlemeier LTD. Contingency contract

In May of 2021, City Council authorized a contract with Gamble Schlemeier in hopes of securing State ARPA funds for infrastructure. That contract provided for a “success” payment of \$10,000 if Gamble Schlemeier was ultimately successful in securing the grant for the City of Chesterfield. Subsequently, the Council approved a grant application by Resolution #481 in December of 2022, which then proved successful when the City was awarded a \$2 million matching grant to construct sanitary sewerage infrastructure along North Outer 40 east of the CVAC. The City then partnered with Gateway Studios, for them to provide the City’s required matching share, and they would also contract to design and construct the sanitary sewerage improvements.

We have now been invoiced for the \$10,000 ‘SUCCESS’ fee payment by Gamble Schlemeier. As such, I request that City Council approve a \$10,000 fund transfer from the General Fund – Fund Reserves to pay the previously contracted sum of \$10,000 to Gamble Schlemeier.

To reiterate, the City’s investment has led directly to the funding of more than \$4 million of sanitary sewer infrastructure, and will also directly cause improvements of new potable water and storm sewer improvements, as Gateway Design initiates their site development.

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

PO Box 1865
Jefferson City, MO 65102

DATE	INVOICE #
1/19/2024	22731

BILL TO
City of Chesterfield 690 Chesterfield Pkwy W Chesterfield, MO 63017

DATE	DESCRIPTION	AMOUNT
	Governmental Consultants Retainer-Re: 2021 Appropriations Lobby Contract	10,000.00
Total		\$10,000.00
Payments/Credits		\$0.00
Balance Due		\$10,000.00

GAMBLE & SCHLEMEIER, LTD.

Governmental Relations Services Contract

This agreement, made as of April 18, 2021, is by and between the **City of Chesterfield, Missouri** (hereinafter "Client"), and **Gamble & Schlemeier, Ltd.**, 213 East Capitol Avenue, Jefferson City, Missouri, 65101 (hereinafter "Gamble"). By this agreement it is intended that Gamble will provide to Client governmental relations services, as an independent contractor, as governed by the terms and conditions set forth below.

The parties to this agreement, in consideration of the mutual covenants and stipulations set out herein below, agree as follows:

Term and Scope of Services

Gamble will provide to Client the following services:

Governmental relations services before the Missouri legislature and executive branch related to the seeking of appropriation and funding of certain infrastructure or similar projects, each of which shall, from time to time, be identified by and subject to the mutual agreement of Client and Gamble ("Appropriation Project(s)"). The term of this agreement shall begin on the effective date hereof and ends as of April 18, 2022.

Payment

Client agrees to pay Gamble:

- (i) A fee of **\$25,000**, which shall be due and payable within 30 days of the effective date of this agreement; and
- (ii) **An additional fee of \$10,000 per Project, where such payment is wholly contingent and due and payable only upon Client receiving applicable funds related to such Project.**

No expense reimbursement shall be made for, and Client, shall not be obligated for, any expenses associated with employee retirement benefits, taxes (FICA, withholding or FUTA), unemployment insurance, workers' compensation insurance benefits, health insurance, office equipment, office expenses or repairs, maintenance or utilities, or other direct expense of the services provided by Gamble as consultant under this agreement.

Independent Contractor Status

Neither Gamble, nor any of its subcontractors, employees or agents shall be deemed to be employees of Client, it being understood that Gamble is an independent contractor for all purposes and at all times. Gamble shall be solely responsible for withholding or payment of all federal, state and local personal income taxes, social security taxes, unemployment and disability insurance, and all other payroll taxes and obligations with respect to Gamble or its employees. It is the intent of the parties to this agreement that Gamble is retained based upon its expertise in governmental affairs consulting. Therefore, Gamble shall have complete control and discretion in choosing the appropriate means, manner and methods for providing the services hereunder; Client shall exercise no supervisory or other control over the means, manner and method by which Gamble provides such services. Further, Client acknowledges that Gamble may and will be providing the same or similar services to other entities and Gamble acknowledges that Client may retain or employ additional management or governmental affairs consultants.

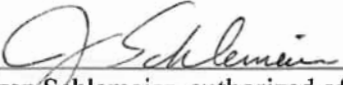
GAMBLE & SCHLEMEIER, LTD.

This instrument contains the entire agreement between the parties pertaining to the Term and Scope of Services hereof and no statement, promise or inducement made by either party or agent of either party related thereto that is not contained in this written agreement shall be valid or binding. This agreement may not be enlarged, modified or altered except in writing signed by the parties. This agreement shall inure to the benefit of and be binding only upon Gamble and Client. This agreement is entered into between the parties in the state of Missouri and shall be subject to interpretation and construction according to the internal laws of the state of Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands the day aforesaid.

Gamble:
Gamble & Schlemeier, Ltd.

Client:
City of Chesterfield, Missouri


Jorgen Schlemeier, authorized officer

 2021/4/21



RECORD OF PROCEEDING

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

APRIL 21, 2021

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

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

A roll call was taken with the following results:

PRESENT

ABSENT

Mayor Bob Nation
Councilmember Mary Monachella
Councilmember Barbara McGuinness
Councilmember Ben Keathley
Councilmember Mary Ann Mastorakos
Councilmember Dan Hurt
Councilmember Michael Moore
Councilmember Tom DeCampi
Councilmember Michelle Ohley

APPROVAL OF MINUTES

The minutes of the March 15, 2021 City Council meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Mastorakos, to approve the March 15, 2021 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

INTRODUCTORY REMARKS

Mayor Nation announced that the next meeting of City Council is scheduled for Monday, May 3, at 7 p.m.

COMMUNICATIONS AND PETITIONS

Mayor Nation presented a Proclamation (virtually) to the Public Works Department in honor of National Public Works Week.

SWEARING-IN CEREMONY

Each Councilmember was given their oath of office physically at City Hall prior to the meeting. Mayor Nation recognized the Honorable Rick Brunk, Municipal Judge. Judge Brunk then conducted a ceremonial Swearing-In Ceremony for: Mayor Bob Nation; Councilmember Barbara McGuinness-Ward I; Councilmember-Elect Aaron Wahl-Ward II; Councilmember Dan Hurt-Ward III; and Councilmember-Elect Gary Budoor-Ward IV.

ROLL CALL

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

PRESENT

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

ABSENT

APPOINTMENTS

There were no appointments.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning/Public Works Committee

Councilmember Dan Hurt, Chairperson of the Planning/Public Works Committee, indicated that he had no action items this evening; and the next meeting of this Committee is scheduled for Thursday, May 6, at 5:30 p.m.

Finance and Administration Committee

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

Parks, Recreation & Arts Committee

Councilmember Michael Moore, Vice-Chairperson of the Parks, Recreation & Arts Committee, indicated that he had no report this evening.

Public Health & Safety Committee

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

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel reported that Plaza Inn, LLC dba Residence Inn has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday sales. Mr. Geisel reported that, per City policy, this application has been reviewed and is now recommended for approval by both the Police Department and Planning & Development Services. Councilmember Monachella made a motion, seconded by Councilmember Moore, to approve issuance of a new liquor license to Plaza Inn, LLC dba Residence Inn. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember McGuinness made a motion, seconded by Councilmember Monachella, to approve a change order for the Selective Slab Project A in the amount of \$160,000, funded by the Capital Projects Fund, for work associated with the River Valley Drive Segment Reconstruction. A roll call vote was taken with the following results: Ayes – DeCampi, Budoor, Mastorakos, Moore, McGuinness, Wahl, Hurt and Monachella. Nays – None. Whereupon Mayor Nation declared the motion passed.

Councilmember Moore made a motion, seconded by Councilmember Hurt, to authorize a professional services contract with Gamble Schlemeier, at the base cost of \$25,000 with an additional \$10,000 “success fee” per approved funded project, for the purpose of

advocating Rescue Act Funding for qualified projects in Chesterfield, to be funded by a transfer from the General Fund – Fund Reserves. A roll call vote was taken with the following results: Ayes – Monachella, McGuinness, Budoor, Mastorakos, DeCampi, Wahl, Hurt and Moore. Nays – None. Whereupon Mayor Nation declared the motion passed.

OTHER LEGISLATION

There was no “Other Legislation” scheduled for this meeting.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

Mayor Nation opened the floor to receive nominations for President Pro-Tem for April 2021-April 2022. Councilmember Moore made a motion, seconded by Councilmember Hurt, to nominate Councilmember Mastorakos to serve as President Pro-Tem for the term April 2021-April 2022, and Councilmember Mastorakos accepted the nomination.

With no further nominations offered, a voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Mastorakos, in her capacity as the newly elected President Pro-Tem, announced the following proposed slate for the City Council Standing Committee assignments:

PLANNING AND PUBLIC WORKS COMMITTEE

Councilmember Mary Monachella, Ward I – **CHAIRPERSON**
Councilmember Mary Ann Mastorakos, Ward II
Councilmember Dan Hurt, Ward III
Councilmember Tom DeCampi, Ward IV

FINANCE AND ADMINISTRATION COMMITTEE

Councilmember Michael Moore, Ward III – **CHAIRPERSON**
Councilmember Barbara McGuinness, Ward I
Councilmember Aaron Wahl, Ward II
Councilmember Gary Budoor, Ward IV

PARKS, RECREATION AND ARTS COMMITTEE

Councilmember Mary Ann Mastorakos, Ward II – **CHAIRPERSON**
Councilmember Mary Monachella, Ward I
Councilmember Dan Hurt, Ward III
Councilmember Gary Budoor, Ward IV

PUBLIC HEALTH AND SAFETY COMMITTEE

Councilmember Tom DeCampi, Ward IV – **CHAIRPERSON**

Councilmember Barbara McGuinness, Ward I

Councilmember Aaron Wahl, Ward II

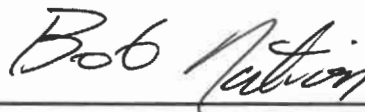
Councilmember Michael Moore, Ward III

Councilmember Moore made a motion, seconded by Councilmember Monachella, to accept the Committee assignments as proposed by President Pro-Tem Mastorakos. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

ADJOURNMENT

Mayor Nation entertained a motion to reconvene into Executive Session. Councilmember Moore made a motion, seconded by Councilmember Mastorakos, to go into closed session, pursuant to RSMo 610.021 (1) for the purpose of discussing legal actions, causes of action, litigation or privileged communications between the City's representatives and its attorneys; RSMo 610.021 (3) for the purpose of discussing hiring, firing, disciplining or promoting employees with employee groups, the City's representatives and its attorneys; and RSMo 610.021 (9) for the purpose of discussing preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups. A roll call vote was taken with the following results: Ayes – Moore, Mastorakos, Budoor, McGuinness, Hurt, DeCampi, Monachella and Wahl. Nays – None. Mayor Nation declared the motion passed.

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:45 p.m.



Mayor Bob Nation

ATTEST:



Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: 5/3/2021

RESOLUTION NO. 481

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, FINANCIAL ASSISTANCE CENTER'S STATE ARPA GRANT PROGRAM FOR SUBAWARD OF FEDERAL FINANCIAL ASSISTANCE PROVIDED TO THE STATE OF MISSOURI BY THE U.S. DEPARTMENT OF THE TREASURY PURSUANT TO SECTION 602(b) OF THE SOCIAL SECURITY ACT, AS ADDED BY SECTION 9901 OF THE AMERICAN RESCUE PLAN ACT.

WHEREAS, under the terms of section 602(c) of the Social Security Act and U.S. Department of the Treasury's regulations, the State of Missouri has authorized the making of grants to authorized applicants to aid in the completion of specific public projects, and

WHEREAS, the City of Chesterfield was identified as a recipient of a maximum legislative priority water infrastructure grant award of \$2,000,000 in Missouri House Bill 3020 to be administered by the Department of Natural Resources for water infrastructure projects, and

WHEREAS, the City of Chesterfield must provide a local match on a one-to-one basis to receive the appropriated funds, and

WHEREAS, Gateway Studios, LLC has committed to providing a \$2,000,000 match for the infrastructure improvements in the City of Chesterfield.

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

Section 1. City Council approves Michael O. Geisel, City Administrator, to execute and file an application on behalf of the City of Chesterfield with the State of Missouri for grant funding to aid in completion of a project to extend and/or improve water, wastewater, and/or storm water infrastructure along North Outer 40 Road.

Section 2. City Council approves and directs Michael O. Geisel, City Administrator, to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the City, to furnish such assurances to the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment of behalf of the City.

Passed and approved this 5th day of December 2022.

Mary Monachella
Presiding Officer

Bob Nation
Bob Nation, Mayor

ATTEST:

Vickie McGownd
Vickie McGownd, City Clerk

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (the “**Agreement**”) is made and entered into as of April 25, 2023 (the “**Effective Date**”) between the **CITY OF CHESTERFIELD, MISSOURI**, a third-class city organized and existing under the laws of the State of Missouri (the “**City**”), and **GATEWAY STUDIOS, LLC**, a Missouri limited liability company (“**Gateway Studios**”).

RECITALS

WHEREAS, the City has properties located along North Outer Highway 40 within Chesterfield Valley (the “**Unimproved Areas**”) that are not connected to the Metropolitan Sewer District Sanitary Sewer System, which operates a centralized high-capacity public sewer system (the “**System**”) serving approximately 87% of property located in St. Louis County and St. Louis City; and,

WHEREAS, infrastructure improvements are necessary to connect the Unimproved Areas to the System, including a new pump station, and as more particularly described herein and as shown and described as Exhibit A (the “**Improvements**”); and,

WHEREAS, House Bill 3020, signed by Governor Parson and delivered to the Secretary of State on June 30, 2022, authorized the appropriation of funds for grants for infrastructure and development under the American Rescue Plan Act (“**ARPA**”), including a local match of funds for grant utilization; and,

WHEREAS, Resolution No. 481, adopted by the City Council on December 5, 2022, authorized the City Administrator to apply to the Missouri Department of Natural Resources, for an extension of the System to a portion of the Unimproved Areas; and,

WHEREAS, On January 31, 2023, the City received preliminary approval for \$2,000,000.00 in grant funds (the “**ARPA Grant**”) which requires \$2,000,000.00 in local match funds (the “**Matching Funds**”) to be utilized for Improvements; and,

WHEREAS, Gateway Studios has agreed to provide the Matching Funds and, in the event that Gateway Studios agrees to proceed with a bid for the Improvements at a cost in excess of \$4,000,000.00, to provide additional funds to complete the Improvements (the “**Overage Funds**”); and,

WHEREAS, the City’s sole financial contribution to the Improvements shall be the funds from the ARPA Grant and the costs for the Engineering inspections. The City has no obligation to fund any portion of the Matching Funds and any applicable Overage Funds and Gateway Studios acknowledges that it alone will fund the Matching Funds and any applicable Overage Funds, except that the portion of the Matching Funds and any Overage Funds for actual sewer line construction work will be paid over to the City and disbursed by the City, subject to the City’s obligations as set forth in Section 5 hereunder; and,

WHEREAS, completion of the Improvements, which will provide an extension of the System to connect unserved properties located in Chesterfield Valley, will promote the public safety and health of the citizens, as well as promote the economic welfare and development of the City, St. Louis County and the State of Missouri.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals and Exhibits. The representations, covenants and recitations set forth in the foregoing Recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

Section 2. Definitions. In addition to words and terms defined elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended and, in the event of a conflict between words and terms elsewhere defined herein and this Section, this Section shall govern.

“Agreement” means this Development Agreement, as amended from time to time in accordance with its terms.

“ARPA” means the American Rescue Plan Act.

“ARPA Grant” means the up-to \$2,000,000.00 in matching ARPA Grant funds provided to the City by the State of Missouri for the Improvements to the Unimproved Areas.

“Bid Review Period” means the 30 day period following written notification by the City to Gateway Studios in which Gateway Studios shall have the right to terminate it’s obligation under the Agreement, as more fully described in Section 5(c) hereof.

“City” means the City of Chesterfield, Missouri, a third-class city and political subdivision duly organized and existing under the laws of the State of Missouri.

“City Administrator” means the City Administrator of the City.

“City Clerk” means the City Clerk of the City.

“City Council” means the governing body of the City of Chesterfield, Missouri.

“Gateway Studios” means Gateway Studios, LLC.

“Event of Default” means any event specified in Section 15 of this Agreement.

“Grant Administration” means management of the ARPA Grant including, but not limited to, ensure compliance with State and Federal grant requirements.

“Improvements” means those improvements to the System including the construction of a pump station, force main and gravity PVC, described generally in Exhibit A to this Agreement and all associated work required to complete said infrastructure improvements.

“Matching Funds” means the local match portion of up-to \$2,000,000.00 in funds required under the ARPA Grant.

“Material Changes” means a change approved by City Council to the cost or scope of the Recommended Award or the selection of a bid by City Council other than the Recommended Award.

“Overage Funds” means those funds required to complete the Improvements in excess of \$4,000,000.00 which Gateway Studios has agreed to provide by deciding to proceed with the Improvements during the Bid Review Period.

“Parties” means the City and Gateway Studios collectively.

“Recommended Award” means the bid approved by Gateway Studios and City Staff during the Bid Review Period for recommendation to City Council.

“Uniform Act” means the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601 et seq.).

“State” means the State of Missouri.

“System” means the Metropolitan Sewer District Sanitary Sewer System.

Section 3. Representations by the City. As of the Effective Date, the City represents that:

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

(b) The City is authorized to enter into this Agreement and to carry out its obligations under this Agreement, the City Administrator has been duly authorized to execute and deliver this Agreement and the City Clerk has been duly authorized to attest to the City Administrator’s execution of this Agreement.

(c) The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City shall not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust,

lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

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

(e) The Improvements, as set forth herein, serve a significant public purpose to the City, St. Louis County and the State of Missouri. The extension of the System and the availability of the System's capacity will not only reduce single-use sanitary sewer systems which benefits the public health, the Improvements will immediately enhance and spur additional economic development in the City, St. Louis County and the State of Missouri.

Section 4. Representations by Gateway Studios. As of the Effective Date, Gateway Studios represents that:

(a) Gateway Studios has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of Gateway Studios herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of Gateway Studios, enforceable in accordance with its terms, except to the extent that such enforceability is limited by (i) applicable reorganization, insolvency, receivership, liquidation, readjustment of debt, moratorium or other similar laws affecting the enforcement of the rights of creditors generally, as such laws may be applied in the event of reorganization, insolvency, receivership, liquidation, readjustment of debt, moratorium applicable to Gateway Studios, and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

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

(c) No litigation, proceedings or investigations are pending or, to the knowledge of Gateway Studios, threatened against Gateway Studios or any member or owners of Gateway Studios which would have a material adverse effect on the improvements. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of Gateway Studios, threatened against Gateway Studios seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of Gateway Studios to enter into and carry out the transactions

described in or contemplated by the execution, delivery, validity or performance by Gateway Studios of the terms and provisions of this Agreement.

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

Section 5. City's Obligations.

(a) The City shall be responsible for the following:

(i) Grant Administration, including submitting and managing the ARPA Grant, execution of a Financial Assistant Agreement with DNR and overseeing the Improvements to ensure compliance with State and Federal Grant requirements.

(ii) Provide standard City review and comments on design plans, as they relate to City requirements and property.

(iii) Assemble bid packets using City standard contract documents. Contract documents may be supplemented by drawings, specifications, and bid forms provided by Gateway Studios.

(iv) Manage project bidding and award of project pursuant to Federal, State, and City ordinances, policies and practices.

(v) The City will assist with the acquisition of any necessary property/easements for any work not on Gateway Studios' or the City's property to ensure all acquisitions comply with the Uniform Act

(vi) Provide necessary easements for work or improvements on City property at no additional cost to Gateway Studios.

(vii) Provide funding for the Project for up to a maximum amount of \$2,000,000.00 from General Funds – Fund Reserves. These funds will be reimbursed directly to the City through the ARPA Grant. The amount of funding provided by the City shall never exceed the ARPA Grant or the amount of Matching Funds provided by Gateway Studios (e.g., if the cost of the Improvements is \$3.8 million, the City would provide \$1.9 million, which would be reimbursed by the ARPA Grant, and Gateway Studios would provide \$1.9 million in Matching Funds).

(viii) Provide City staff to perform, or provide funding for, engineer inspection services as set forth in Exhibit A from General Fund – Fund Reserves.

(ix) Review and pay contractor invoices.

(Collectively, the City's Obligations (i) through (ix) are referred to as the "**Project Management**").

(b) *Condition Precedent to City's Obligation.* The City's obligation to provide Project Management is expressly conditioned on the City timely receiving the ARPA Grant and the Matching Funds, as set forth herein.

(c) *Bidding.* Prior to the compilation of the bid package, Gateway Studios and City shall work cooperatively to review all bid specifications. Upon written acknowledgement of acceptance by Gateway Studios and City as to the final agreed bid specifications and documents, City staff will solicit bids, review, and recommend to the City Council a bid to complete the Project in the same manner and method as other City projects, subject to applicable State and Federal laws, the City's ordinances, policies, practices and procedures and any requirements of the granting authorities. After City staff open and review responsive bid documents and prior to providing a recommendation to City Council, the City shall provide Gateway Studios written notification of the recommended bidder and Gateway Studios and City shall have 30 days from written notification provided by the City to review and consider the recommend bid and alternate bids from City staff (the "**Bid Review Period**"). At any time during the Bid Review Period, Gateway Studios and City shall have the right to terminate this Agreement for any reason by providing written notice to either party. If either Party does not terminate the Agreement during the Bid Review Period, Gateway Studios agrees to provide Matching Funds and any agreed upon Overage Funds required to complete the Improvements.

(d) *Construction.* In the event the Agreement is not terminated by Gateway Studios or City during the Bid Review Period, a project award recommendation will be provided to City Council for award of the construction contract to the recommended bidder (the "**Recommended Award**"). If the City Council approves the Recommended Award with no Material Changes, Gateway Studios shall deposit with the City the Matching Funds and any Overage Funds within 72 hours following the City Council's approval. If the City Council makes any Material Changes to the project award documents, Gateway Studios shall have the right, within ten (10) days after receiving written notice of the City Council's decision, to approve the same or terminate this Agreement. If the City Council makes any Material Changes to the project award documents and if Gateway Studios does not terminate the Agreement, then Gateway Studios shall deposit the Matching Funds and any Overage Funds shall be within ten (10) days following the City Council's approval. Upon receipt of the Matching Funds and Overage Funds, the City shall proceed with execution of the construction contract. Changes to the construction contract will be executed by change order signed by the City, Gateway Studios, and contractor.

(e) *General Contractor.* The City shall engage a reputable and experienced general contractor to construct the Improvements who shall warrant and insure work and construction activities with all risk coverages including Gateway Studios as an additional insured, name Gateway Studios as an intended third party beneficiary, and shall require a bond for performance and to protect Gateway Studios' properties from mechanics' and materialmen's liens.

(f) *Copies of Documents.* The City shall provide Gateway Studios with copies of documents, invoices, bids and awards relating to the Improvements as reasonably requested by Gateway Studios from time to time.

(g) *Determination of Actual Costs.* If the actual costs of the Improvements are less than agreed upon during the Bid Review Period, the City shall refund Gateway Studios the unused Matching and Overage Funds, or, if the Parties agree, the Parties shall proceed with additional improvements as set forth in Section 7(e) instead of the refund. If the actual costs of the Improvements are more than anticipated during the Bid Review Period, the City shall provide written notice to Gateway Studios that additional funds are required within thirty (30) days and Gateway Studios agrees to deposit those funds with the City within 30 days of receipt of written notice from the City.

Section 6. Gateway Studios' Obligations. Gateway Studios shall be responsible for the following:

(a) Provide, at Gateway Studios' sole cost and expense, the required Engineering Report in accordance with the ARPA Grant requirements.

(b) Provide additional documentation reasonably necessary for the City to receive reimbursement from the ARPA Grant.

(c) Provide complete design documents and final cost estimates for the Improvements.

(d) Submit plans to all applicable governing bodies and receive required approvals prior to bidding.

(e) Grant easements for necessary work and improvements on Gateway Studios' property at no cost to Metropolitan Sewer District or City.

(f) Acquire the necessary property and/or easements for any work not on Gateway Studios or the City's property in accordance with the Uniform Act. The City Council, in its sole and absolute discretion, may use the power of eminent domain to assist Gateway Studios with acquisition of necessary easement, however Gateway Studios shall reimburse the City for its reasonable costs.

(g) Provide complete plans for Project, specifications, final cost estimates and any supplemental bid forms to City prior to bidding.

(h) Assist City in bidding and awarding of Project by timely answering questions and assisting in review of bids.

(i) Review the recommended bidder and, during the Bid Review Period, determine whether to terminate this Agreement or proceed with the Improvements as set forth in Section 5(c). If Gateway Studios does not wish to terminate this Agreement, then Gateway Studios shall provide the City with written notice to proceed with the Improvements. If Gateway Studios provides written notice to the City to proceed with the Improvements, Gateway Studios agrees to provide

Matching Funds and any Overage Funds required for the Improvements.

(j) If the City Council approves the Recommended Award with no Material Changes, Gateway Studios shall deposit with the City the Matching Funds and any Overage Funds within 72 hours following the City Council's approval. If the City Council makes any Material Changes to the project award documents, Gateway Studios shall have the right, within ten (10) days after receiving written notice of the City Council's approval, to approve the same or terminate this Agreement. If the City Council makes any Material Changes to the project award documents and if Gateway Studios does not terminate the Agreement, then Gateway Studios shall deposit the Matching Funds and any Overage Funds shall be within ten (10) days following the City Council's approval. Gateway Studios acknowledges that the amount of funding provided by the City, and reimbursed by the ARPA Grant, shall never exceed the amount of Matching Funds provided by Gateway Studios as set forth in Section 5(a)(vii) above, except for the City's cost for engineering inspections.

(k) If the actual cost to complete the Improvements is less than agreed upon during the Bid Review Period, then the City shall refund Gateway Studios the unused portion of the Matching and Overage Funds.

(l) If the actual cost to complete the Improvements is more than agreed upon during the Bid Review Period, then Gateway Studios shall provide additional funds to the City within thirty (30) days of written notification by the City unless the increase is due to City approval of changes to the Improvements without Gateway Studios' agreement or concurrence.

(m) Gateway Studios shall provide engineering assistance during construction including, but not limited to, shop drawing review, responding to requests for information, and quantity and invoice review to ensure costs are controlled.

Section 7. Release, Indemnification, Contractor Contract Obligations and Excess Funds.

(a) Notwithstanding anything herein to the contrary, the City, its governing body, officials, agents, employees and independent contractors shall not be liable to Gateway Studios for damages of any kind or nature whatsoever if any ordinance adopted by the City or transaction completed by the City in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or Gateway Studios is prevented from enjoying the rights and privileges hereof.

(b) The City and its governing body, officials, agents, employees and independent contractors shall not be liable for any damage or injury to the persons or property of Gateway Studios or their respective officers, agents, independent contractors or employees or any other person who may be about Gateway Studios' property, or the Improvements due to any act of negligence of any person, except as such may be caused by the willful misconduct or negligence of the City, its governing body, officials, agents, employees, or independent contractors.

(c) No member of the governing body, officials, agents, employees or independent contractors of the City shall be personally liable to Gateway Studios in the event of a default or breach by any party under this Agreement, and no owner or officer of Gateway Studios shall be personally liable to the City in the event of the default or breach by any party under this Agreement.

(d) All covenants, stipulations, promises, agreements and obligations of the City and Gateway Studios contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and Gateway Studios and not of their governing body, officials, agents, employees, owners, affiliates or independent contractors, as the case may be, in their individual capacities.

(e) Should there be additional funds available from the ARPA Grant and matching funds, such excess funds may be used for additional improvements as reasonably agreed by City and Gateway Studios.

Section 8. Termination. This Agreement shall terminate upon the earliest of any of the following:

- (a) The City Council fails to award a bid for the Improvements.
- (b) The satisfaction of the City's Obligations.
- (c) Upon written notice of termination by the non-defaulting party pursuant to Section 9(b) of this Agreement.

Section 9. Default and Remedies.

(a) *Events of Default.* The following shall be an Events of Default with respect to this Agreement:

(i) If any material representation made by a party in this Agreement, or in any certificate, notice, demand or request made by a party, in writing and delivered to the other party pursuant to or in connection with this Agreement proves to be untrue or incorrect in any material respect as of the date made; or

(ii) Breach by a party of any material covenant, warranty, or obligation set forth in this Agreement.

(b) *Remedies on Default.* In the case of an Event of Default by a party hereto or any successor to such party, such party or successor shall, upon written notice from another party, take immediate action to cure or remedy such Event of Default within thirty (30) days after receipt of such notice. If the Event of Default is not cured or remedied within such thirty (30) day period (or, in the case of Events of Default that cannot be cured within a thirty (30) day period, the defaulting party does make reasonable progress toward curing the default and does not notify the non-defaulting party of when default will be cured), then the non-defaulting party may terminate

this Agreement or institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default, including but not limited to, proceeding to compel specific performance by the party in default of its obligations.

(c) *Other Rights and Remedies of Parties; Delay in Performance Waiver.*

(i) Any delay by a party in instituting or prosecuting any actions or proceedings or otherwise asserting their rights under this Agreement shall not operate to act as a waiver of such rights or to deprive them of or limit such rights in any way (it being the intent of this provision that the parties should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made by a party with respect to any specific Event of Default by a party under this Agreement be considered or treated as a waiver of the rights of a party under this Section or with respect to the particular Event of Default, except to the extent specifically waived in writing by the other parties.

(ii) The rights and remedies of the parties to this Agreement (or their permitted successors or assigns) whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same Event of Default by another party. No waiver made by any party with respect to the performance, nor the manner of time thereof, or any obligation of another party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of another party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect to regard to any other rights of the party making the waiver or any other obligations of another party.

(iii) Neither the City nor Gateway Studios, nor any successor in interest, as the case may be, shall be considered in breach of, or in default of, any of its obligations under this Agreement or otherwise with respect to the Improvements as contemplated herein, or progress in respect thereto, in the event of delay in the performance of any such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of a public enemy, acts of federal, state or local government (other than the City), litigation instituted by third parties, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of such obligations by the City or Gateway Studios shall be extended for the period of the enforced delay; provided, that the party seeking the benefit of the provisions of this Section, shall within fifteen (15) days after the beginning of any such enforced delay, have first notified the other party or parties thereof in writing, of the cause or causes thereof, and requested an extension of the period of delay.

Section 10. Amendment or Modification. The Parties to this Agreement may amend or modify this Agreement only by written instrument duly executed by the Parties hereto.

Section 11. Third Party Rights. No person or entity who or which is not a party to this Agreement shall have any right of action under this Agreement.

Section 12. Scope. This Agreement constitutes the entire Agreement between the Parties, and no statements, promises or inducements that are not contained in this Agreement shall be binding on the Parties.

Section 13. Severability. If any part, term or provision of this Agreement is held by a court of law to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision, and the rights of the parties shall be construed as if the part, term or provision was never part of this Agreement.

Section 14. Transferability. This Agreement may not be assigned without the express written approval of the City unless such assignment is (i) to an entity succeeding to all or substantially all of the business of Gateway Studios (in which case Gateway Studios shall provide notice to the City of such assignment within 10 days from the date of such assignment), (ii) to an entity created by Gateway Studios for the purpose of redeveloping Gateway Studios' property. The City shall cooperate and negotiate reasonable assignment language, permitting Gateway Studios to assign its rights under this Agreement and any other agreements entered into in connection with this Agreement by and between Gateway Studios, the City and or the City's designee.

Section 15. Notice. Except as otherwise provided herein, any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, return receipt requested, and addressed as follows:

The City

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

With a copy to:

The Graville Law Firm, LLC
13354 Manchester Road, Ste 210
Des Peres, Missouri 63131
Attn: Chris Graville

Gateway Studios:

Gateway Studios, LLC
3615 Tree Court Industrial Boulevard
St. Louis, Missouri 63122

With a copy to:

Jenkins & Kling, P.C.
150 N. Meramec Ave, Ste 400
St. Louis, Missouri 63105
Attn: Stephen L. Kling, Jr.

Section 16. Immunity. Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under any applicable state law.

Section 17. Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by any party to this Agreement shall be deemed to be proper only if such action is commenced in the St. Louis County Circuit Court, Missouri. Gateway Studios and City expressly waives its rights to bring such action in or to remove such action to any other court whether state or federal.

Section 18. Missouri Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 19. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute the same instrument.

Section 20. Electronic Transmission and Storage. The Parties hereby agree that the transactions described herein may be conducted and related documents may be received or stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow]

IN WITNESS WHEREOF, the City has caused this Agreement to be executed and the City has caused its seal to be affixed hereto and attested as of the date first written above.

CITY OF CHESTERFIELD, MISSOURI

(SEAL)

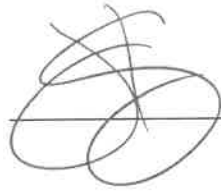
ATTEST:

By: Vickie M. Gound
City Clerk

By: McTeish
City Administrator

IN WITNESS WHEREOF, Gateway Studios, LLC has caused this Agreement to be duly executed as of the date first written above.

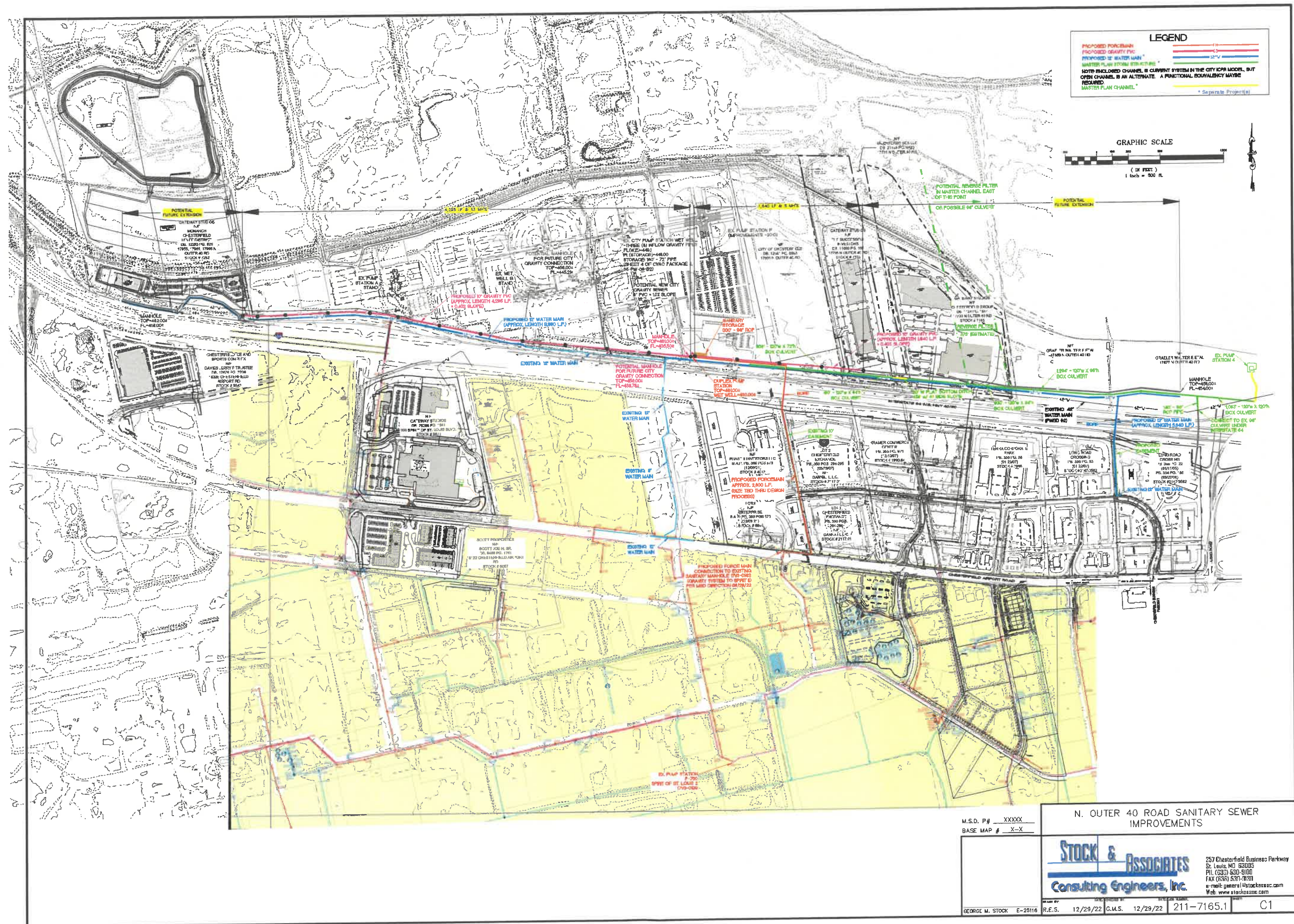
GATEWAY STUDIOS, LLC

By:  _____

Name: _____ Jerry Kerr

Title: Manager

EXHIBIT A





Memorandum

To: Mike Geisel, City Administrator
Jeannette Kelly, Director of Finance

From: TW Dieckmann, Director of Parks, Recreation & Arts *TW Dieckmann*

Date: 1-4-24

Subject: Miracle Field resurfacing

Miracle Field at CVAC opened in 2006. It still has the original synthetic infield surface (Mondo product). It is showing significant signs of wear, especially where seams are separating. It is past its useful life, and needs to be replaced (as noted in the 2019 PRA Master Plan). I assigned this project to Superintendent of Sports and Wellness, Ethan Collier. He oversees CVAC operations. Since then, we were awarded a 2024 MUNI grant to cover costs of this project. Those funds are reimbursable upon project completion.

I recommend keeping the same existing Mondo surface product, and contracting with Kiefer USA, who performed the original installation. This will reduce costs by avoiding demo and excavation of the existing surface. This would be required if we went with another product.

Please create a purchase order to Kiefer USA for \$286,820 to be paid from account 119-084-5299. Let me know if you need additional information.

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

Concurrence: *Mike Geisel*
Mike Geisel, City Administrator



Memorandum

To: TW Dieckmann, Director of Parks, Recreation, & Arts

From: Ethan Collier, Superintendent of Sports and Wellness

Date: 01/03/2024

Subject: Kiefer USA Miracle Field Quote

I'm requesting to sign a quote from Kiefer USA to resurface the Miracle Field. The total quote is \$286,820 and will be paid from 119-084-5299. This amount will later be reimbursed back to the City from the MUNI Grant awarded by St. Louis County. I'm recommending we proceed with Kiefer USA since we will be pouring a new Mondo Flooring over the existing surface rather than doing a full remodel of the field. Kiefer USA was the company that did the original surface on Miracle Field. Kiefer USA does have the ability to have the purchase done through TIPS. If we decided to purchase through TIPS, it would add a 3% increase to the cost of the project since the TIPS listing fee wasn't included in the original quote.

Please let me know if you have any questions or require additional information.



1225 Tri State Parkway, Ste 510
Gurnee, IL 60031
Ph: 847.245.8450
Fax: 847.245.8590
www.kieferusa.com

KIEFER USA PROPOSAL

Project: Catch 22 Miracle Field
Chesterfield, MO
Date: January 3rd, 2024
Scope: Resilient Athletic Flooring

Pricing is Based on Information Provided to Kiefer USA Regional Sales Manager – Ron DeMeyer

Area	Scope of Work	Cost
Outdoor Field ± 17,320 Net Ft ²	<u>Resilient Athletic Flooring</u> • Prep Existing Flooring to Receive New Mondo Flooring. • Furnish and Install Mondo Super-X Performance 6mm Rubber Sheet Flooring. Material to be Two (2) Colors from Manufacturer's Standard Color Line. • Includes Painted Baseball Lines and Markings as Needed.	
	TOTAL LUMP SUM PRICE	\$ 286,820.00

Conditions:

- Any permits or licenses required by the township, county, province, or any other governing body having jurisdiction over construction is the responsibility of the Customer or General Contractor.
- Unforeseen Work Site Conditions: If concealed or unknown conditions, including, but not limited to, surface, subsurface and/or site environmental conditions, which affect in whole or in part the performance of the Work are encountered, then Kiefer USA shall stop work and give written notice thereof to appropriate party (e.g., Owner, General Contractor, Construction Manager, etc.). The Agreement (e.g., costs, prices, schedule, etc.) shall be adjusted accordingly.

Kiefer USA can provide additional information on any of the above items upon request.

Payment Terms: 50% Deposit Upon Signing, 40% Upon Material Delivery, 10% Upon Completion.

Financing Options Are Available.

This proposal-pricing letter is valid for 30 days from the date of proposal, as noted above. If the above pricing is acceptable, please sign below, and return to our corporate office with your purchase order as soon as possible, so we may proceed as per the project requirements. If you have any questions regarding this proposal, please contact Michael Mattea at 847.245.8450, ext. 125.

Respectfully Submitted,

Ron DeMeyer
Regional Sales Manager
Kiefer USA

Michael Mattea
Project Estimator
Kiefer USA

Accepted By:

Name Date

Company Title





Memorandum

To: Mike Geisel, City Administrator
Jeannette Kelly, Director of Finance

From: TW Dieckmann, Director of Parks, Recreation and Arts *TW Dieckmann*

Date: January 17, 2024

Subject: request to purchase fireworks for Independence Day celebration

FY24 allocated \$55,000 to purchase fireworks for our annual Independence Day celebration on July 4. Staff sought multiple quotes from pyrotechnic companies in January 2023. J&M Displays was the only vendor to respond. They have worked with the city in previous years, and have provided excellent customer service and a high-quality show. Council approved, and the city signed a one-year contract with them in February 2023, with two additional one-year extensions. If both years are accepted, the contract expires after the 2025 show (year three).

I recommend continuing with J&M Displays, and request City Council give the City Administrator authority to execute year two of our contract (attached). If approved, staff will later request a PO for \$55,000 from account 119-084-5325. Please let me know if you have any questions.

Concurrence: *Mike Geisel*
Mike Geisel, City Administrator

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

INSTRUCTIONS FOR EXECUTING CONTRACT

The Contractor, in executing the Contract, shall follow the following requirements:
The Contractor and the Owner shall sign the Contract Documents in not less than triplicate.

If the Contractor is a corporation, the following certificate shall be executed:

I James Oetken certify that I am the CEO secretary of the corporation named as Contractor herein above, that Trenton Farr who signed the following Contract on behalf of the Contractor was then of said corporation; that said Contract was duly signed for and in behalf of said corporation by Authority of its governing body, and is within the scope of its corporate powers.

If the Contract is signed by the secretary of the corporation, the above certificate shall be executed by some other officer of the corporation under the corporate seal. In lieu of the foregoing certificate, there may be attached to the contract copies of the records of the corporation which will evidence the official character and authority of the officers signing. Said copies shall be duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

If the Contractor is a Limited Liability Corporation (LLC), the following certificates shall be executed:

I certify that I am a member of the L.L.C. named as Contractor hereinabove and that I have the authority under the L.L.C. to enter into this contract and attached is the appropriate portion of the Articles of Incorporation that reflects said authority.

If the Contractor is a partnership, each partner shall sign the Contract. If the Contract is not signed by each partner there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such a Contract for and in behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) shall be indicated in the Contract and Contract shall be signed by such individual. If signed by one other than the Contractor there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's authority to execute such contract for and in behalf of the Contractor.

The full name and business address of the Contractor shall be inserted and the Contract shall be signed with his official signature. The name of the signing party or parties shall be typewritten or printed under all signatures to the Contract.

The Contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the intended awardee (i.e., the provider with whom the Owner contemplates entering into a Contract) by some officer or agent of the Owner duly authorized to give such notice.

CITY-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the 23rd day of February 20 23 by and between the City of Chesterfield, Missouri (hereinafter called "City") and J&M Displays INC, (hereinafter called "Contractor").

WITNESSETH: That Whereas, the Contractor submitted a quotation for the: «ProjectName».

NOW THEREFORE: The Contractor and the City for the consideration set forth herein agree as follows:

ARTICLE I.

The Scope of Work

The Scope of Work is set forth as described in the Attachment A to this Contract.

ARTICLE II.

Performance of the Work

The Contractor, acting as an independent contractor, shall furnish all supervision, labor, equipment, tools, materials, and supplies necessary to perform and shall perform all work in accordance with the Contract Documents and any applicable City ordinances, and state and federal laws. Contractor represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

ARTICLE III.

Transient Employees

Every transient employer, as defined in section 285.230, RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation;

and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section 285.234, RSMo, be liable for a penalty of \$500 per day until the notices required by this section are posted as required by that statute.

ARTICLE IV.

Foreign Corporation

Every foreign corporation doing business on this project shall provide proof to the City of Chesterfield that they have obtained a Certificate of Authority form – Corp 42 from the Missouri Secretary of State. Foreign corporations doing business without a certificate of authority shall be subject to a fine of not less than \$1,000.

ARTICLE V.

Time of Completion

The Work to be performed under the Contract shall commence within ten (10) days of the date of the written notice to proceed from the City to the Contractor.

ARTICLE VI.

The Contract Sum and Payments

The Contract Sum and Payments

The Contract Sum shall be Fifty Five Thousand Dollars
(\$ 55,000.00). Based upon Applications for Payment submitted by the Contractor on or before the first day of the month, in accordance with the General Conditions and the rates and/or amounts stated in the proposal of the Contractor dated _____ which is by reference made a part hereof, the City shall pay the Contractor for the performance of the work as follows:

The City further agrees to purchase all of our fireworks for our July 4 Celebrations exclusively from Contractor. The Contract is valid for the 2023 fireworks only, with the City's option to renew annually for up to two (2) years under the same terms and conditions. The City is only obligated to purchase fireworks from the Contractor should the City opt, at the City's sole discretion, to have a fireworks display at its 4th of July Celebration for the years in question. In consideration thereof, Contractor hereby agrees to provide bonus product to the City in an amount based on the total dollars of fireworks purchased by City for a given year. The Contractor will have the final choice of bonus product but said product is to be fireworks of like quality and condition as the 1.3G (Class B) fireworks purchased by the City from the Contractor for the given year. The bonus schedule is as follows:

2023: Bonus product equaling a dollar value of 15% of the total fireworks dollar value purchased by the City (total dollar value is fireworks only and excludes cost of insurance, shoot fee, etc.);

2024: Bonus product equaling a dollar value of 15% of the total fireworks dollar value purchased by the City (total dollar value is fireworks only and excludes cost of insurance, shoot fee, etc.);

2025: Bonus product equaling a dollar value of 15% of the total fireworks dollar value purchased by the City (total dollar value is fireworks only and excludes cost of insurance, shoot fee, etc.);

In addition to the “bonus product” described above, the City will also be entitled for each year of this Agreement to receive 8% of bonus product of like quality and condition as the fireworks purchased by the City for the given year if the City provides an early order and payment for the fireworks display to Contractor at least 70 days prior to display date. In the event that the City should increase the amount of its bonus product percentage for “early order” for the years of this exclusive Agreement, Contractor agrees to match the increased bonus product percentage for the City these given years. The City has sole discretion to opt for this bonus product offer.

In no way is the City obligated to purchase fireworks from the Contractor for any of the years covered by this Agreement. Rather, the City is only obligated to purchase fireworks from the Contractor should the City opt, at the City’s sole discretion, to have a fireworks display at its 4th of July event for the years in question.

This Agreement will expire three (3) years from its execution. The City will notify Contractor by January 15, 2024 the intent to renew the contract option for 2024. The City will notify Contractor by January 15, 2025 the intent to renew the contract option for 2025.

Final payment within 30 days after the Work is fully completed and accepted by the City and the Contract fully performed for each year of contract.

ARTICLE VII.

Changes in the Work

(a) The City may make changes within the general scope of the Contract by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the City.

(b) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the unit prices previously specified, to

the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, or by an acceptable cost plus percentage or fixed fee.

ARTICLE VIII.

Termination by City or Contractor

(a) If the Contractor is adjudged to be bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor fails, except in cases for which extension of time is provided, to make progress in accordance with this Contract, or if the Contractor fails to make prompt payment to Subcontractors or prompt payment for material or labor, or disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, terminate the Contract by giving written notice to the Contractor. Upon such notification the City shall be entitled to take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the City may deem expedient, which may include, but is not limited to, the City itself completing the work or the City hiring others to complete said work. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional engineering, architectural, managerial and administrative expenses, and liquidated damages, such excess shall be paid to the Contractor. If such expenses and damages exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the City promptly upon demand. In the event of termination pursuant to this paragraph, the Contractor, upon the request of the City, shall promptly:

- (i) assign to the City in the manner and to the extent directed by the City all right, title and interest of the Contractor under any subcontracts, purchase orders and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefor, and
- (ii) make available to the City to the extent directed by the City all construction equipment owned by the Contractor and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties or by arbitration.

ARTICLE IX.

Contractor's Liability Insurance

I. City of Chesterfield

The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier acceptable to the City:

The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions.

- (a) Worker's Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employer's Liability coverage in the amount of \$500,000.

- (b) Comprehensive General Liability

Including Death:	\$ 500,000 each person \$2,500,000 each occurrence
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Property Damage:	\$2,500,000 each occurrence \$2,500,000 aggregate
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- (c) Comprehensive Automobile Liability, Bodily Injury

Including Death:	\$ 500,000 each person \$2,500,000 each occurrence
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Property Damage:	\$2,500,000 each accident
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- (d) Owner's Protective Bodily Injury

Including Death:	\$ 500,000 each person \$ 500,000 each occurrence
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Property Damage:	\$ 500,000 each occurrence \$ 500,000 aggregate
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- (e) Excess/Umbrella Liability \$5,000,000 each occurrence

No policy shall be accepted which excludes liability for damage to underground structures or by reason of blasting, explosion or collapse.

Certificates evidencing all required insurance shall be furnished the City prior to Contractor commencing the work on this project. **The certificates must state the City of Chesterfield is an additional insurer regarding liability.**

All Subcontractors shall procure and maintain during the life of this agreement insurance of the types and minimum amounts stated above.

ARTICLE X.

The Work

The Contractor shall furnish all labor, equipment, materials, and service necessary for the Fireworks Display according to the specifications.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

CITY OF CHESTERFIELD

CONTRACTOR:

By TW Dieckmann
TW Dieckmann
Director of Parks, Recreation and Arts
City of Chesterfield

Trenton Felt Office Manager
Printed Name:
Title

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

(SEAL)

CITY OF CHESTERFIELD

By *Michael O. Geisel*
Michael O. Geisel, City Administrator

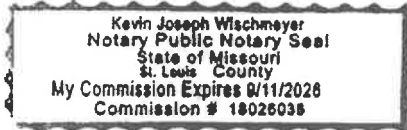
ATTEST:

Vickie McGownd
Vickie McGownd, City Clerk

CONTRACTOR

Dante Sun
By *Dante Sun* Office Manager
Title:

(SEAL)



ATTEST:

Kevin Joseph Wischmeyer
Title: notary

OTHER LEGISLATION

- A. Proposed Resolution No. 495: A Resolution urging Senators and Representatives of the Missouri General Assembly to oppose any legislation or proposal to eliminate the taxation or retail sales on food. City Administrator recommends approval. (Roll Call Vote) The City Administrator recommends approval.
- B. Proposed Bill No. 3487 – Legends at Schoettler Pointe: An ordinance providing for the approval of a Record Plat and escrow agreements for Legends at Schoettler Pointe Subdivision, a 9.0-acre tract of land zoned “PUD” Planned Unit Development District located on the south side of outer 40 road and east side of Schoettler Road. (First & Second Reading) Planning Commission recommends approval.
- C. Proposed Bill No. 3488 – Scarborough West, Lot 302 & Lot 303: An ordinance providing for the approval of a Boundary Adjustment Plat for Lot 302 and Lot 303 located on Chermoore Court in the Scarborough West subdivision (20R240388, 20R240379). (First & Second Reading) Department of Planning recommends approval.
- D. Proposed Bill No. 3426 – Approving a Redevelopment Project for RPA 1-A – An ordinance approving a Redevelopment Project pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended, for that portion of the redevelopment area designated as RPA 1-A under the Chesterfield Tax Increment Financing Redevelopment Plan & Project; adopting tax increment financing within RPA 1-A; making findings with respect thereto; establishing a special allocation fund with respect to RPA 1-A; authorizing certain actions by city officials and officers; and containing a severability clause. (Second Reading) City Administrator recommends postponement until the first meeting in February of 2025.
- E. Proposed Bill No. 3427 – Approving a Redevelopment Project for RPA 1-B – An ordinance approving a Redevelopment Project pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended, for that portion of the redevelopment area designated as RPA 1-B under the Chesterfield Tax Increment Financing Redevelopment Plan & Project; adopting tax increment financing within RPA 1-B; making findings with respect thereto; establishing a special allocation fund with respect to RPA 1-B; authorizing certain actions by city officials and officers; and containing a severability clause. (Second Reading) City Administrator recommends postponement until the first meeting in February of 2025.

- F. Proposed Bill No. 3428 – Approving a Redevelopment Project for RPA 1-C – An ordinance approving a Redevelopment Project pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended, for that portion of the redevelopment area designated as RPA 1-C under the Chesterfield Tax Increment Financing Redevelopment Plan & Project; adopting tax increment financing within RPA 1-C; making findings with respect thereto; establishing a special allocation fund with respect to RPA 1-C; authorizing certain actions by city officials and officers; and containing a severability clause. (Second Reading) City Administrator recommends postponement until the first meeting in February of 2025.
- G. Proposed Bill No. 3429 – Approving a Redevelopment Project for RPA 1-D – An ordinance approving a Redevelopment Project pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended, for that portion of the Redevelopment Area designated as RPA 1-D under the Chesterfield Tax Increment Financing Redevelopment Plan & Project; adopting tax increment financing within RPA 1-D; making findings with respect thereto; establishing a special allocation fund with respect to RPA 1-D; authorizing certain actions by city officials and officers; and containing a severability clause. (Second Reading) City Administrator recommends postponement until the first meeting in February of 2025.
- H. Proposed Bill No. 3430 – Approving a Redevelopment Project for RPA 3 – An ordinance approving a Redevelopment Project pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended, for that portion of the Redevelopment Area designated as RPA 3 under the Chesterfield Tax Increment Financing Redevelopment Plan & Project; adopting tax increment financing within RPA 3; making findings with respect thereto; establishing a special allocation fund with respect to RPA 3; authorizing certain actions by city officials and officers; and containing a severability clause. (Second Reading) City Administrator recommends postponement until the first meeting in February of 2025.
- I. Proposed Bill No. 3489 – An Ordinance authorizing the City of Chesterfield, Missouri to initiate condemnation proceedings to terminate a lease; and authorizing certain city officials and officers to execute all instruments necessary to carry out the intent of this Ordinance. (First Reading)
- J. Proposed Bill No. 3490 – An Ordinance authorizing the City of Chesterfield, Missouri to initiate condemnation proceedings to acquire property; and authorizing certain city officials and officers to execute all

instruments necessary to carry out the intent of this Ordinance. (First Reading)

- K. Proposed Bill No. 3491 – An Ordinance authorizing the City of Chesterfield, Missouri to initiate condemnation proceedings to terminate that amended and restated easement, restriction and operating agreement, as amended, and further supplemented by the Chesterfield Mall supplemental agreement; and authorizing certain city officials and officers to execute all instruments necessary to carry out the intent of this ordinance (First Reading)
- L. Proposed Bill No. 3492 – An Ordinance of the City of Chesterfield, Missouri authorizing and approving a redevelopment agreement by and between the City and TSG Downtown Chesterfield Redevelopment, LLC in connection with the redevelopment of that portion of the redevelopment area designate as RPA-1 under the Chesterfield Tax Increment Financing Redevelopment Plan & Project; Authorizing certain actions by city officials and officers; and containing a severability clause.

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

UNFINISHED BUSINESS

There is no unfinished business scheduled for this meeting.

NEW BUSINESS

There is no New Business scheduled for this meeting.

RESOLUTION NO. 495

A RESOLUTION URGING SENATORS AND REPRESENTATIVES OF THE MISSOURI GENERAL ASSEMBLY TO OPPOSE ANY LEGISLATION OR PROPOSAL TO ELIMINATE THE TAXATION OF RETAIL SALES ON FOOD

WHEREAS, the City of Chesterfield, MO's elected and appointed officials maintain steadfast stewardship of the public's finances by efficiently and effectively balancing revenues and expenses; and,

WHEREAS, over 57 percent of the City of Chesterfield, MO's annual revenue is generated by the taxation on the retail sale of good and services within its boundaries; and,

WHEREAS, sales tax revenue plays a crucial role in sustaining critical local municipal services and infrastructure such as police and support staff, snow removal, low cost waste and recycling services, recreational programs, playgrounds, summer camps, road and sidewalk repair, and more; and,

WHEREAS, approximately \$4.18 million dollars in annual sales tax revenue in the City of Chesterfield, MO is collected from the imposition of sales tax on food items; and,

WHEREAS, senators and representatives in the Missouri General Assembly have collectively introduced six bills to eliminate the collection of sales tax on food items without proposing a clear or feasible plan to replace lost revenue; and

WHEREAS, the proposed elimination of municipal sales tax on food products poses a significant threat to the financial stability and operational capacity of the City of Chesterfield, MO, neighboring cities, and all counties, villages, townships, and municipalities in the State of Missouri; and,

WHEREAS, the elimination of this revenue stream would have a harmful impact on the quality of life for the City's residents as the funding for essential services and infrastructure would be significantly reduced; and

WHEREAS, maintaining the current tax structure on food items is critical to ensure balanced budgets for local governments, enabling the City of Chesterfield, MO and neighboring communities to continue providing necessary services and fulfilling their responsibilities to residents and businesses.

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

Section 1. The City of Chesterfield, Missouri City Council recognizes the necessity of maintaining municipal sales tax on food items to sustain critical local government services.

Section 2. The City of Chesterfield, Missouri City Council calls on the senator and representatives of the Missouri General Assembly to oppose any legislation or proposal seeking the elimination of municipal sales tax on food products. In doing so,

securing the safety and welfare of Missouri residents and safeguarding the financial viability of local government across the state.

Section 3. The City of Chesterfield, Missouri City Council urges neighboring municipalities to educate its state elected officials and residents on the negative effects of eliminating the taxation of retail sales on food.

Section 4. The City of Chesterfield, Missouri City Council directs the City Administrator to forward a copy of this Resolution to senators and representatives of the Missouri General Assembly representing the St. Louis County region.

Section 5. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

This Resolution passed and approved on this ____ day of _____, 2024.

PRESIDING OFFICER

MAYOR BOB NATION

ATTEST:

CITY CLERK VICKIE MCGOWND

Memorandum

Department of Planning

To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: February 05, 2024

RE: **Legends at Schoettler Pointe:** A Record Plat for a 9-acre tract of land zoned “PUD” Planned Unit Development located on the south side of Outer 40 Road and east side of Schoettler Road (19S640152 & 19S640657)



Summary

The Lombardo Homes of St. Louis, LLC has submitted a Record Plat for a 9-acre tract of land zoned “PUD” Planned Unit Development to establish 13 single-family lots known as Legends at Schoettler Pointe. The site is accessed by Schoettler Road located southwest of the subject site. South Outer 40 Road runs along the north side of the property.

The submitted Record Plat is in the same lot configuration that exists in the recently approved Site Development Plan.

On January 22, 2024, the plat was brought before the Planning Commission. A motion to approve the Record Plat as presented was passed by a vote of 8-0.

Attached to this memo please find legislation, Record Plat and Escrow Agreements.



Figure 1: Subject Site Aerial

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A RECORD PLAT AND ESCROW AGREEMENTS FOR LEGENDS AT SCHOETTLER POINTE SUBDIVISION, A 9.0 ACRE TRACT OF LAND ZONED “PUD” PLANNED UNIT DEVELOPMENT DISTRICT LOCATED ON THE SOUTH SIDE OF OUTER 40 ROAD AND EAST SIDE OF SCHOETTLER ROAD.

WHEREAS, Lombardo Homes of St. Louis, LLC has submitted for review and approval of a Record Plat for Legends at Schoettler Road located on the south side of Outer 40 Road and east side of Schoettler Road; and,

WHEREAS, the purpose of said Record Plat is to subdivide a 9.0 acre tract of land into 13 lots and common ground; and,

WHEREAS, the Planning Commission, having considered the said request, recommended approval by a vote of 8-0; and,

WHEREAS, the City Council, having considered said request, voted to approve the 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 and escrow agreements for Legends at Schoettler Pointe subdivision, which is made part hereof and attached hereto as “Exhibit 1” is hereby approved; provided, however, that nothing in this ordinance shall be construed or interpreted as an acceptance of the public utilities or public easement which are dedicated on the Record Plat. The owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

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

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2024.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 02/05/2024

OWNER'S CERTIFICATE:

WE, THE UNDERSIGNED, OWNERS 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 "LEGENDS AT SCHOETTTLER POINTE". SCHOETTTLER POINTE (50 FEET WIDE) AND THE VARIABLE WIDTH RIGHT-OF-WAY DEDICATION AREA ADJACENT TO SCHOETTTLER ROAD, TOGETHER WITH ALL CUL-DE-SACS AND ROUNDINGS LOCATED AT THE STREET INTERSECTIONS WHICH FOR BETTER IDENTIFICATION ARE SHOWN HATCHED (// // //) ON THIS PLAT, ARE HEREBY DEDICATED TO CITY OF CHESTERFIELD, MISSOURI 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, SPIRE MISSOURI INC., UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI, SOUTHWESTERN BELL TELEPHONE COMPANY, L.P., DBA AT&T MISSOURI, METROPOLITAN ST. LOUIS SEWER DISTRICT, AND THE RELEVANT CABLE TELEVISION COMPANY, HEREIN COMBINED, HAVE AGREED TO CONVEY TO THE CITY OF CHESTERFIELD, MISSOURI, ALL EASEMENTS, INCLUDING, BUT NOT LIMITED TO, 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 SIGHT DISTANCE EASEMENT AS SHOWN HEREON IS 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 BUILT ON IN ANY MANNER WHATSOEVER, NOR SHALL THE GRADE OF THE LAND WITHIN THE EASEMENT BE CHANGED, NOR SHALL GRANITE OR ERECT, PLANT, ALLOW OR PERMIT ANY STRUCTURE (INCLUDING SIGNS, FENCES OR POLES) OR PLANTING (INCLUDING ANY TREES, SHRUBS, GRASS OR WEEDS) WITHIN SAID EASEMENT UNLESS EXPRESSLY APPROVED BY THE CITY OF CHESTERFIELD. ANY STRUCTURES, PLANTS OR GRADINGS WHICH ARE NOT APPROVED BY THE CITY OF CHESTERFIELD, OR WHICH ARE NOT MAINTAINED, SHALL BE REMOVED OR CORRECTED. ANY STRUCTURE OR PLANTING APPROVED BY THE CITY OF CHESTERFIELD SHALL BE MAINTAINED TO PROVIDE SIGHT DISTANCE. SIDEWALKS SHALL BE ALLOWED IN THE SIGHT DISTANCE EASEMENT.

THE LANDSCAPE BUFFERS, AS SHOWN ON THIS PLAT, ARE ESTABLISHED AS PROTECTED AREAS FOR NATURAL VEGETATION AND VEGETATIVE LANDSCAPING ONLY. STRUCTURES OF ANY SIZE, WHETHER TEMPORARY OR PERMANENT, ARE NOT PERMITTED WITHIN LANDSCAPE BUFFERS. PUBLIC SIDEWALKS, RETAINING WALLS, FENCES, AND UTILITIES SHALL BE ALLOWED WITHIN THE LANDSCAPE BUFFERS. NATURAL VEGETATION AND VEGETATIVE LANDSCAPING AS APPROVED BY THE CITY OF CHESTERFIELD DURING SITE PLAN REVIEW IS REQUIRED TO BE MAINTAINED AND PRESERVED BY THE LEGENDS AT SCHOETTTLER POINTE HOMEOWNERS' ASSOCIATION. FAILURE TO MAINTAIN OR PRESERVE LANDSCAPE BUFFERS MAY RESULT IN INSPECTION AND ISSUANCE OF FINES BY THE CITY OF CHESTERFIELD, MISSOURI.

THE RETAINING WALL AND FENCE EASEMENTS, AS SHOWN ON THIS PLAT, ARE HEREBY DEDICATED TO THE LEGENDS AT SCHOETTTLER POINTE HOMEOWNERS' ASSOCIATION FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, AND REPAIRING RETAINING WALLS AND FENCES, 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 WALLS AND FENCES, AND FOR THE RIGHT OF ACCESS SAID RETAINING WALLS. RETAINING WALLS ARE TO BE MAINTAINED BY THE LEGENDS AT SCHOETTTLER POINTE HOMEOWNERS' ASSOCIATION.

THE LEGENDS AT SCHOETTTLER POINTE HOMEOWNERS' ASSOCIATION MAY ERECT SUBDIVISION SIGNS/MONUMENTS, LANDSCAPING, AND IRRIGATION WITHIN THE COMMON GROUND, AS SHOWN ON THIS PLAT, LABELED "ENTRANCE MONUMENT AREA", WHICH SHALL BECOME THE MAINTENANCE RESPONSIBILITY OF THE LEGENDS AT SCHOETTTLER POINTE HOMEOWNERS' ASSOCIATION, AND ITS SUCCESSORS AND ASSIGNS SUBDIVISION SIGNS/MONUMENTS, LANDSCAPING, AND IRRIGATION WITHIN THE ENTRANCE MONUMENT AREA SHALL NOT BE MODIFIED WITHOUT AUTHORIZATION, APPROVAL, AND PERMIT BY THE CITY OF CHESTERFIELD, MISSOURI.

THE METROPOLITAN ST. LOUIS SEWER DISTRICT IS HEREBY GRANTED A GENERAL ACCESS EASEMENT ACROSS ALL OF THE COMMON GROUND FOR INGRESS AND EGRESS PURPOSES TO ACCESS STORM SEWERS, STORMWATER IMPROVEMENTS, AND DRAINAGE FACILITIES LOCATED WITHIN THE COMMON GROUND.

THIS SUBDIVISION WILL UTILIZE A LOW PRESSURE SANITARY SEWER SYSTEM CONSISTING OF INDIVIDUAL PRIVATE GRINDER PUMP STATION(S) WITH PRESSURIZED DISCHARGE LATERAL PIPES FOR EACH LOT, AND PUBLIC-TYPE COMMON COLLECTOR PRESSURE MAINS. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE METROPOLITAN ST. LOUIS SEWER DISTRICT SPECIFICATIONS FOR LOW PRESSURE SEWER SYSTEMS, OWNERSHIP AND MAINTENANCE RESPONSIBILITY FOR INDIVIDUAL GRINDER PUMP STATION(S) AND INDIVIDUAL LATERAL(S) SHALL BELONG TO THE OWNER(S) OF THE RESPECTIVE RESIDENCE/LOT.

INDIVIDUAL LOT OWNERS UTILIZING SAID INDIVIDUAL PRESERVATION UNITS SHALL BE RESPONSIBLE FOR THEIR INDIVIDUAL PRESERVATION UNITS COMPLIANCE WITH APPLICABLE CITY/COUNTY/STATE HEALTH AND SANITATION CODES AND ORDINANCES. FAILURE OF THE LOT OWNER TO MAINTAIN AND REPAIR OR REPLACE ANY PART OF THE INDIVIDUAL DISCHARGE UNIT AND INDIVIDUAL DISCHARGE SYSTEM SHALL BE IN ACCORDANCE WITH MUNICIPAL, COUNTY, STATE OR THE METROPOLITAN ST. LOUIS SEWER DISTRICT SPECIFICATIONS MAY RESULT IN PLACEMENT OF LIEN ON SUBJECT LOT, AND/OR DISCONTINUANCE OF WATER SERVICE AND/OR DISCONNECTION FROM THE SANITARY SEWER SYSTEM.

THE STREAM SETBACKS, AS SHOWN ON THIS PLAT, SHALL PROHIBIT THE CLEARING, GRADING, EXCAVATION OR DISTURBANCE OF ANY KIND EXCEPT AS PERMITTED BY THE CITY OF CHESTERFIELD, MISSOURI.

THE STORMWATER MANAGEMENT RESERVE AREA AS SHOWN ON THIS PLAT IS HEREBY ESTABLISHED FOR THE REQUIRED STORMWATER MANAGEMENT FEATURES, ALSO KNOWN AS BMP(S) (BEST MANAGEMENT PRACTICES). THE RESERVE AREA HEREBY ESTABLISHED IS IRREVOCABLE AND SHALL CONTINUE FOREVER, SUBJECT TO A "MAINTENANCE AGREEMENT" EXECUTED ON THE 5TH DAY OF MAY, 2023, AND RECORDED ON THE 15TH DAY OF MAY, 2023 IN DOCUMENT NO. 2023051500478 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, OR AS AMENDED THEREAFTER.

THE LEGENDS AT SCHOETTTLER POINTE HOMEOWNERS' ASSOCIATION SHALL BE OBLIGATED TO MAINTAIN, REPAIR, CONSTRUCT, IMPROVE AND OPERATE THE STORMWATER MANAGEMENT RESERVE AREA 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 MSD APPROVED STORMWATER MANAGEMENT FACILITIES REPORT (22MSD-00463).

THE STORMWATER MANAGEMENT RESERVE AREA ACCESS EASEMENT, AS SHOWN ON THIS PLAT, IS HEREBY DEDICATED TO THE METROPOLITAN ST. LOUIS SEWER DISTRICT, ITS SUCCESSORS AND ASSIGNS FOR THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF ACCESSING THE STORMWATER MANAGEMENT RESERVE AREA.

ALL CENTRAL BOX UNITS/ MAIL KIOSKS AND ASSOCIATED APPURTENANCES LOCATED WITHIN THE COMMON GROUND SHALL BE OWNED, OPERATED, AND MAINTAINED BY THE LEGENDS AT SCHOETTTLER POINTE HOMEOWNERS' ASSOCIATION.

NO ABOVE GROUND STRUCTURE, OTHER THAN REQUIRED STREET LIGHTS OR OTHER PUBLIC UTILITIES IN ACCORDANCE WITH THE APPROVED IMPROVEMENT PLANS MAY BE CONSTRUCTED OR INSTALLED WITHIN A CUL-DE-SAC ISLAND, DIVIDED STREET ISLAND, OR MEDIAN STRIP, WITHOUT AUTHORIZATION AND APPROVAL BY THE CITY OF CHESTERFIELD THROUGH THE ISSUANCE OF A SPECIAL USE PERMIT. MAINTENANCE OF ANY VEGETATION, LANDSCAPING AND IRRIGATION LOCATED WITHIN A CUL-DE-SAC ISLAND, DIVIDED STREET ISLAND, OR MEDIAN STRIP SHALL BE THE RESPONSIBILITY OF THE LEGENDS AT SCHOETTTLER POINTE HOMEOWNERS' ASSOCIATION.

THE COMMON GROUND SHOWN ON THIS PLAT HAS BEEN CONVEYED FOREVER TO THE LEGENDS AT SCHOETTTLER POINTE HOMEOWNERS' ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, BY GENERAL WARRANTY DEED RECORDED THE _____ DAY OF _____, 2024 AS DAILY NO. _____ IN THE ST. LOUIS COUNTY RECORDS.

THIS SUBDIVISION IS SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN THE LEGENDS AT SCHOETTTLER POINTE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FILED ON THE _____ DAY OF _____, 2024 AS DAILY NO. _____ IN THE ST. LOUIS COUNTY RECORDS, OR AS AMENDED THEREAFTER.

BUILDING LINES AS SHOWN ON THIS PLAT ARE HEREBY ESTABLISHED.

IT IS HEREBY CERTIFIED THAT THERE ARE NO DELINQUENT TAXES OUTSTANDING.

IT IS HEREBY CERTIFIED THAT ALL EXISTING EASEMENTS ARE SHOWN OR NOTED ON THIS PLAT AS OF THE TIME AND DATE OF RECORDING OF THIS PLAT.

THE UNDERSIGNED OWNER IS NOW THE OWNER OF THE DOMINATE AND SUBSERVIENT ESTATES IN REGARD TO THE PRIVATE ROADWAY EASEMENT KNOWN AS "HAY BARN LANE" RECORDED IN PLAT BOOK 179 PAGE 77 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, AS SHOWN HONEYCOMB HATCHED (// // //) ON SHEET 1 OF THIS PLAT, AND THROUGH THE MERGER OF SAID ESTATES, NO LONGER REQUIRES SAID PRIVATE ROADWAY HEREBY RELEASED SAID PRIVATE ROADWAY EASEMENT IN ITS ENTIRETY, AND SAID PRIVATE ROADWAY EASEMENT SHALL BECOME NULL AND VOID WITH NO FURTHER ACTION REQUIRED.

IN WITNESS THEREOF, I HAVE HERETO SET MY HAND THIS _____ DAY OF _____, 2024.

LOMBARDO HOMES OF ST. LOUIS, LLC

BY: _____
SCOTT GURGANUS,
AUTHORIZED REPRESENTATIVE

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

ON THIS _____ DAY OF _____, 2024, BEFORE ME PERSONALLY APPEARED SCOTT GURGANUS, TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE IS THE AUTHORIZED REPRESENTATIVE OF LOMBARDO HOMES OF ST. LOUIS, LLC, A LIMITED LIABILITY COMPANY OF THE STATE OF MICHIGAN, AND THAT SAID INSTRUMENT WAS SIGNED ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND SAID SCOTT GURGANUS ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

IN TESTIMONY WHEREOF, I HAVE HERETO 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

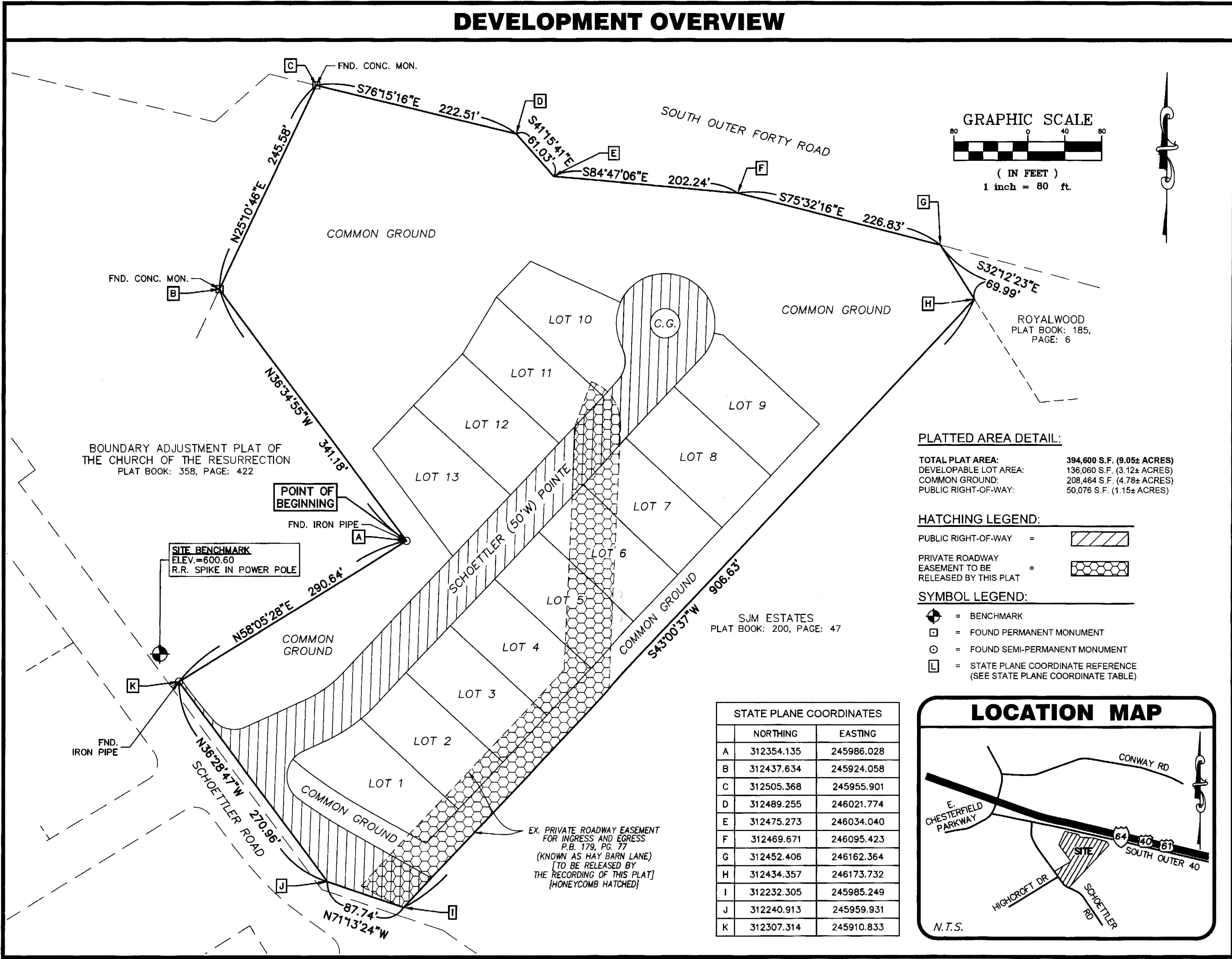
THE **STERLING** CO.
ENGINEERS & SURVEYORS
5055 New Baumgartner Road
St. Louis, Missouri 63129
Ph. 314-487-0440 Fax 314-487-8944
www.sterling-eng-sur.com

DRAWN BY: GFS
CHECKED BY: JAH
JOB NO.: 22-04-134
MSD P# - 22MSD-00463
DATE: DEC. 11, 2023
LEGENDS AT SCHOETTTLER POINTE

LEGENDS AT SCHOETTTLER POINTE

A TRACT OF LAND BEING LOTS 1 AND 3 OF HAY BARN LANE (P.B. 179, PG. 77) AND LOTS 1, 2, AND 3 OF HAY WAIN (P.B. 192, PG. 1), LOCATED IN U.S. SURVEYS 370 AND 1978, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI
ZONED "PUD" PLANNED UNIT DEVELOPMENT ACCORDING TO THE CITY OF CHESTERFIELD ORDINANCE NO. 3191

DEVELOPMENT OVERVIEW



LIENHOLDER - PARTIAL RELEASE OF DEED OF TRUST:

WHEREAS, _____, BY A DEED OF TRUST DATED _____, 20____ AND RECORDED IN DOCUMENT NO. _____ 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, DOES HEREBY JOIN IN AND APPROVE IN EVERY DETAIL THIS PLAT 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 OPEN SPACE, AND ALL STREETS, PUBLIC OR PRIVATE SHOWN 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 _____, 2024.

LENDER: _____

BY: _____

PRINT NAME AND TITLE

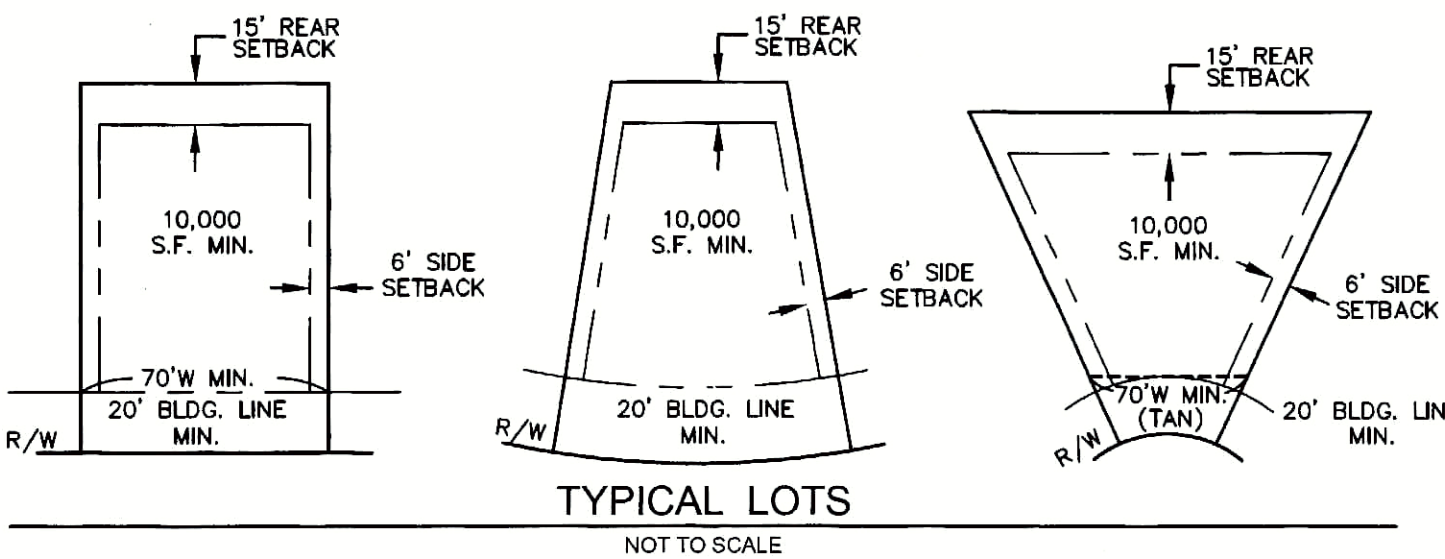
STATE OF MISSOURI)
) SS.
COUNTY OF _____)

ON THIS _____ DAY OF _____, 2024, BEFORE ME APPEARED _____ TO ME PERSONALLY KNOWN, WHO BEING BY ME DULY SWORN, DID SAY HE/SH/HE IS THE _____ AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID ASSOCIATION AND SAID ASSOCIATION 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



CITY OF CHESTERFIELD:

THIS IS TO CERTIFY THAT THE RECORD PLAT OF "LEGENDS AT SCHOETTTLER POINTE" WAS APPROVED BY THE CITY COUNCIL FOR THE CITY OF CHESTERFIELD BY ORDINANCE NO. _____ ON THE _____ DAY OF _____, 2024 AND THEREBY AUTHORIZES THE RECORDING OF THIS RECORD PLAT WITH THE OFFICE OF THE ST. LOUIS COUNTY RECORDER OF DEEDS.

BOB NATION, MAYOR

VICKIE McGOWND, CITY CLERK

STATEMENT OF STATE PLANE COORDINATE TIE:

STATE PLANE COORDINATES WERE DETERMINED ON MAY 3, 2022 USING TRIMBLE REAL-TIME KINEMATIC GPS HARDWARE FROM THE PROJECT SITE TO A CONTINUOUSLY OPERATING REFERENCE STATION (CORS) WITH AN ID OF MOSI AND A PID OF DL3650 HAVING PUBLISHED MISSOURI STATE PLANE (EAST ZONE) 2011 COORDINATE VALUES OF NORTH (Y) = 302843.569 METERS AND EAST (X) = 25367.387 METERS.

COMBINED GRID FACTOR = 0.999909556 (1 METER = 3.2803333 FEET)

SURVEYOR'S NOTES

- THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEARS BELOW ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PLAT AND DISCLAIMS (PURSUANT TO SECTION 337.41 RSMO) ANY RESPONSIBILITY FOR PLANS, SPECIFICATIONS, ESTIMATES, REPORTS OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE UNDERSIGNED RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT FOR WHICH THIS PLAT APPEARS.
- THIS PLAT CONTAINS 394,600 SQUARE FEET (9.05 ACRES MORE OR LESS), AND A TOTAL OF 13 LOTS.
- ALL BEARINGS AND DISTANCES ARE AS SURVEYED (S) UNLESS NOTED OTHERWISE. (R) DENOTES RECORD INFORMATION.
- THE SUBJECT TRACT IS CURRENTLY ZONED "PUD" PLANNED UNIT DEVELOPMENT ACCORDING TO THE CITY OF CHESTERFIELD, MISSOURI ORDINANCE NO. 3191, APPROVED ON APRIL 19, 2022. SEE TYPICAL LOT DIAGRAMS FOR INDIVIDUAL LOT ZONING RESTRICTIONS.
- BASIS OF BEARINGS: MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE, GRID NORTH.
- SOURCE OF RECORD TITLE: GENERAL WARRANTY DEED TO LOMBARDO HOMES OF ST. LOUIS, LLC, RECORDED IN DOCUMENT NO. 202309100276 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS.
- SUBJECT TRACT IS LOCATED IN FLOOD ZONE "X" (UNSHADED) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR ST. LOUIS COUNTY, MISSOURI, AND INCORPORATED AREAS ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP NUMBER 29189C0170K EFFECTIVE FEBRUARY 4, 2015.
FLOOD ZONE "X" (UNSHADED) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
NO DEVELOPABLE LOTS CREATED BY THIS PLAT ARE LOCATED WITHIN A FLOODWAY AT THE TIME OF RECORDING.
- PERMANENT MONUMENTS WILL BE SET IN ONE YEAR FROM DATE OF RECORDING OR WHEN FINAL GRADING IS COMPLETE. SEMI-PERMANENT MONUMENTS WILL BE SET IN ONE YEAR FROM DATE OF RECORDING OR WHEN PAVEMENT IS INSTALLED.
- FOR EASEMENTS, THE STERLING COMPANY HAS USED, EXCLUSIVELY, A TITLE COMMITMENT BY SYNERGY TITLE, AS AGENT FOR FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT FILE NO. SYND2015158, AND AN EFFECTIVE DATE OF DECEMBER 1, 2020 AT 8:00 AM. THE NOTES REGARDING SCHEDULE B, PART II OF SAID COMMITMENTS ARE AS FOLLOWS:

ITEMS 1-7: GENERAL EXCEPTIONS WITH NO COMMENT BY SURVEYOR.
ITEM 8: BUILDING SETBACK LINES, EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 179 PAGE 77, AND PLAT BOOK 192 PAGE 1 INCLUDING PROVISIONS FOR SUBDIVISION ASSESSMENTS ACCORDING TO THE RECORDED PLAT. THE PRIVATE ROADWAY OF HAY BARN LANE, GRANTED BY PLAT BOOK 179 PAGE 77 IS RELEASED BY THE RECORDING OF THIS PLAT. BUILDING LINES CONTAINED WITHIN PLAT BOOK 179 PAGE 77 AND PLAT BOOK 192 PAGE 1 ARE SUPERCEDED BY THE CITY OF CHESTERFIELD, MISSOURI ZONING ORDINANCE NO. 3191 AND THE RECORDING OF THIS PLAT.

UTILITY RIGHTS GRANTED BY PLAT BOOK 179, PAGE 77 ARE PARTIALLY RELEASED BY THE FOLLOWING INSTRUMENTS, REMAINING UTILITY RIGHTS AFFECT THE SUBJECT TRACT:
1. UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI (DOCUMENT NO. 2023091400189)
2. CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC "CHARTER" (DOCUMENT NO. 2023081500206)
3. MISSOURI AMERICAN WATER COMPANY (DOCUMENT NO. 2023081500208)
4. METROPOLITAN ST. LOUIS SEWER DISTRICT (DOCUMENT NO. 2023081700268)
5. SPIRE MISSOURI INC. (DOCUMENT NO. 2023041300065)
6. AT&T (DOCUMENT NO. _____)
7. CITY OF CHESTERFIELD (DOCUMENT NO. _____)

UTILITY RIGHTS GRANTED BY PLAT BOOK 192, PAGE 1 ARE RELEASED BY THE FOLLOWING INSTRUMENTS AND NO LONGER AFFECT THE SUBJECT TRACT:
1. UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI (DOCUMENT NO. 2023092500195)
2. MISSOURI AMERICAN WATER COMPANY (DOCUMENT NO. 2023081500207)
3. METROPOLITAN ST. LOUIS SEWER DISTRICT (DOCUMENT NO. 2023081600074)
4. AT&T (DOCUMENT NO. _____)

RESTRICTIONS CONTAINED IN THE INSTRUMENT RECORDED IN BOOK 4074 PAGE 620 AND BOOK 7049 AT PAGE 484 AND AS FURTHER AMENDED, BOOK 4074 PAGE 620 RESTRICTS HOMES ON THE SUBJECT TRACT TO A MINIMUM SALES PRICE OF \$25,000.00. BOOK 7049 PAGE 484 AMENDS THE RESTRICTION CONTAINED IN BOOK 6880 PAGE 2091 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, TO REMOVE THE 3 ACRE MINIMUM AREA RESTRICTION FOR LOTS CONTAINED WITHIN PLAT BOOK 179 PAGE 77 AND PLAT BOOK 192 PAGE 1. RESTRICTIONS ARE TO BE SUPERCEDED BY THE RECORDING OF THIS PLAT.

NOTE: BOOK 6880 PAGE 2091 WAS REFERENCED IN BOOK 7049 PAGE 484 AND ON PLAT BOOK 179 PAGE 77, BUT WAS NOT NOTED IN THE ABOVEMENTIONED TITLE COMMITMENT AND AFFECTS THE SUBJECT TRACT.

EASEMENT GRANTED TO ST. LOUIS COUNTY WATER COMPANY, AS MORE FULLY SET FORTH IN THE INSTRUMENT RECORDED IN BOOK 6780 AT PAGE 1832, RELEASED BY INSTRUMENT RECORDED IN DOCUMENT NO. 2023081500209 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, AND NO LONGER AFFECTS THE SUBJECT TRACT.

EASEMENT GRANTED TO METROPOLITAN ST. LOUIS SEWER DISTRICT, AS MORE FULLY SET FORTH IN THE INSTRUMENT RECORDED IN BOOK 10028 AT PAGE 2268, AFFECTS THE SUBJECT TRACT AS SHOWN HEREON.

EASEMENT GRANTED TO FEE FEE TRUNK SEWER INC. AS MORE FULLY SET FORTH IN THE INSTRUMENT RECORDED IN BOOK 4368 AT PAGE 287, SAID INSTRUMENT REFERENCES AN "EASEMENT DRAWING TO BE FURNISHED ON SURVEY", WHICH WAS NOT ATTACHED TO SAID INSTRUMENT. THE LOCATION OF SAID EASEMENT WAS NOT DETERMINED.

LIMITATION OF RIGHTS OF DIRECT ACCESS BY INSTRUMENT RECORDED IN BOOK 5474 PAGE 331 AND ALSO IN BOOK 6709 PAGE 2084, LIMITS RIGHTS OF DIRECT ACCESS TO HIGHWAY 40, AND RETAINS RIGHTS OF DIRECT ACCESS TO THE OUTSIDE ROAD.

TERMS AND PROVISIONS OF THE TEMPORARY SLOPE AND CONSTRUCTION LICENSE TO HUFTON CONSTRUCTION COMPANY RECORDED IN BOOK 10184 AT PAGE 1287, EASEMENT APPEARS TO HAVE EXPIRED AND NO LONGER AFFECTS THE SUBJECT TRACT.

RIGHTS OF OTHERS, ENTITLED THERETO, IN AND TO THAT PORTION OF THE SUBJECT PROPERTY EMBRACED WITHIN THE RIGHT OF WAY OF HAY BARN LANE, A PRIVATE ROADWAY, HAY BARN LANE IS RELEASED BY THE RECORDING OF THIS PLAT.

ITEMS 18-20: GENERAL EXCEPTIONS WITH NO COMMENT BY SURVEYOR.

PROPERTY DESCRIPTION (OVERALL DEVELOPMENT):

A TRACT OF LAND BEING ALL OF LOTS 1 AND 3 OF HAY BARN LANE, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 179 PAGE 77 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, AND ALL OF LOTS 1, 2, AND 3 OF HAY WAIN, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 192 PAGE 1 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, LOCATED IN U.S. SURVEY 370 AND 1978, TOWNSHIP 45 NORTH, RANGE 4 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE FOUND ON THE EAST-MOST CORNER OF ADJUSTED PARCEL 1 OF "BOUNDARY ADJUSTMENT PLAT OF THE CHURCH OF THE RESURRECTION", A SUBDIVISION RECORDED IN PLAT BOOK 358 PAGE 422 OF THE ABOVEMENTIONED RECORDS; THENCE ALONG THE EAST LINE OF SAID ADJUSTED PARCEL 1, NORTH 36°45' WEST, 341.18 FEET TO A FOUND CONCRETE MONUMENT; THENCE CONTINUING ALONG SAID EAST LINE, NORTH 25°10'46" EAST, 245.58 FEET TO A FOUND CONCRETE MONUMENT ON THE NORTHEAST CORNER OF SAID ADJUSTED PARCEL 1, SAID MONUMENT BEING LOCATED ON THE SOUTH RIGHT-OF-WAY LINE OF SOUTH OUTER FORTY ROAD (VARIABLE WIDTH); THENCE PROCEEDING ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID SOUTH OUTER FORTY ROAD, THE FOLLOWING COURSES AND DISTANCES: SOUTH 78°15'16" EAST, 61.03 FEET, SOUTH 84°17'06" EAST, 202.24 FEET, AND SOUTH 75°32'16" EAST, 226.83 FEET TO THE WEST-MOST CORNER OF THE COMMON GROUND OF "ROYALWOOD", A SUBDIVISION RECORDED IN PLAT BOOK 185 PAGE 6 OF THE ABOVEMENTIONED RECORDS; THENCE ALONG THE SOUTHWEST LINE OF SAID COMMON GROUND OF SAID "ROYALWOOD" SUBDIVISION, SOUTH 32°12'23" EAST, 89.99 FEET TO THE NORTH-MOST CORNER OF LOT 1 OF "SJM ESTATES", A SUBDIVISION RECORDED IN PLAT BOOK 200 PAGE 47 OF THE ABOVEMENTIONED RECORDS; THENCE ALONG THE NORTHWEST LINE OF SAID LOT 1, SOUTH 43°03'31" WEST, 906.63 FEET TO A POINT ON THE NORTHEAST RIGHT-OF-WAY LINE OF SCHOETTTLER ROAD (VARIABLE WIDTH); THENCE PROCEEDING ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF SAID SCHOETTTLER ROAD NORTH 71°13'24" WEST, 87.74 FEET; THENCE CONTINUING ALONG SAID NORTHEAST RIGHT-OF-WAY LINE NORTH 36°28'47" WEST, 270.96 FEET TO A FOUND IRON PIPE LOCATED ON THE SOUTH LINE OF ADJUSTED PARCEL 1 OF THE ABOVEMENTIONED "BOUNDARY ADJUSTMENT PLAT OF THE CHURCH OF THE RESURRECTION"; THENCE ALONG THE SOUTH LINE OF SAID ADJUSTED PARCEL 1, NORTH 58°05'28" EAST, 290.64 FEET TO THE POINT OF BEGINNING, AND CONTAINING 394,600 SQUARE FEET (9.05 ACRES MORE OR LESS); ACCORDING TO A SURVEY PERFORMED BY THE STERLING COMPANY DURING THE MONTH OF MAY, 2022, UNDER ORDER NUMBER 22-04-134.

BENCHMARKS:

PROJECT BENCHMARK #1:

ST. LOUIS COUNTY BM 12358 ELEVATION = 614.15' (NAVD 88)

CUT CIRCLE MARK ON TOP OF AND EAST OF THE CENTER OF A 6 FOOT DIAMETER CIRCULAR CONCRETE STORM WATER JUNCTION CHAMBER SITUATED WEST OF SCHOETTTLER ROAD AND NORTH OF OAKTREE ESTATES DRIVE, 0.1 MILES MORE OR LESS SOUTH OF SOUTH OUTER FORTY ROAD, ROUGHLY 2 FEET WEST OF THE CURB OF SCHOETTTLER ROAD, 30 FEET WEST OF THE CENTER OF SCHOETTTLER ROAD, AND 60 FEET NORTH OF THE CENTER OF OAKTREE ESTATES DRIVE, (SHOWN HEREON).

PROJECT BENCHMARK #2:

ST. LOUIS COUNTY BM 12340 ELEVATION = 636.80' (NAVD 88)

CUT "X" ON THE SOUTHERNMOST CORNER OF THE CONCRETE BASE FOR METAL TRAFFIC SIGNAL CONTROL BOX, ABOVE THE NORTHWEST BACK OF SIDEWALK, NORTHWEST OF THE RIGHT TURN LANE FROM SOUTHBOWN SCHOETTTLER VALLEY DRIVE ONTO THE WESTBOUND LANES OF THE SOUTHERN PART OF CHESTERFIELD PARKWAY EAST (E. SOUTH OF INTERSTATE 64); ROUGHLY 45 FEET WEST OF THE CENTERLINE OF SCHOETTTLER VALLEY DRIVE AND 60 FEET NORTH OF THE CENTERLINE OF CHESTERFIELD PARKWAY EAST.

SITE BENCHMARK: ELEVATION = 600.60' (NAVD 88)

"RAILROAD SPIKE" IN POWER POLE ON THE EASTERN SIDE OF SCHOETTTLER ROAD, 31 FEET NORTHEAST OF THE CENTERLINE OF SCHOETTTLER ROAD, 133 FEET NORTHWEST OF THE CENTERLINE OF HIGHCROFT DRIVE, 249 FEET SOUTHEAST OF THE CENTERLINE OF CHESTERFIELD PINES LANE, (SHOWN HEREON).

SURVEYOR'S CERTIFICATION

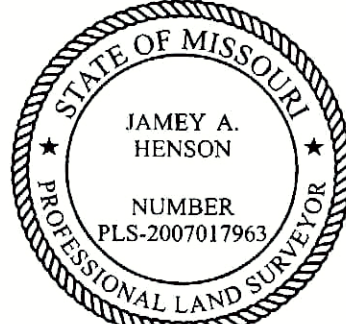
ORDER NUMBER: 22-04-134
THE STERLING COMPANY
5055 NEW BAUMGARTNER ROAD
ST. LOUIS, MISSOURI 63129
PHONE: (314) 487-0440

THIS IS TO CERTIFY TO LOMBARDO HOMES OF ST. LOUIS, LLC THAT WE HAVE, DURING THE MONTH OF MAY, 2022, PERFORMED A BOUNDARY SURVEY OF "A TRACT OF LAND BEING LOTS 1 AND 3 OF HAY BARN LANE (PLAT BOOK 179, PAGE 77) AND LOTS 1, 2, AND 3 OF HAY WAIN (PLAT BOOK 192, PAGE 1), LOCATED IN U.S. SURVEYS 370 AND 1978, TOWNSHIP 45 NORTH, RANGE 4 EAST, FIFTH PRINCIPAL MERIDIAN, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI" AND BASED UPON SAID SURVEY HAVE SUBDIVIDED SAID TRACT OF LAND IN THE MANNER SHOWN HEREON. THIS PLAT AND THE SURVEY ON WHICH IT IS BASED MEETS OR EXCEEDS THE "MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS" AS AN "URBAN" CLASS PROPERTY IN EFFECT AT THE DATE OF THIS PLAT.

THE STERLING COMPANY
MO. REG. 307-D

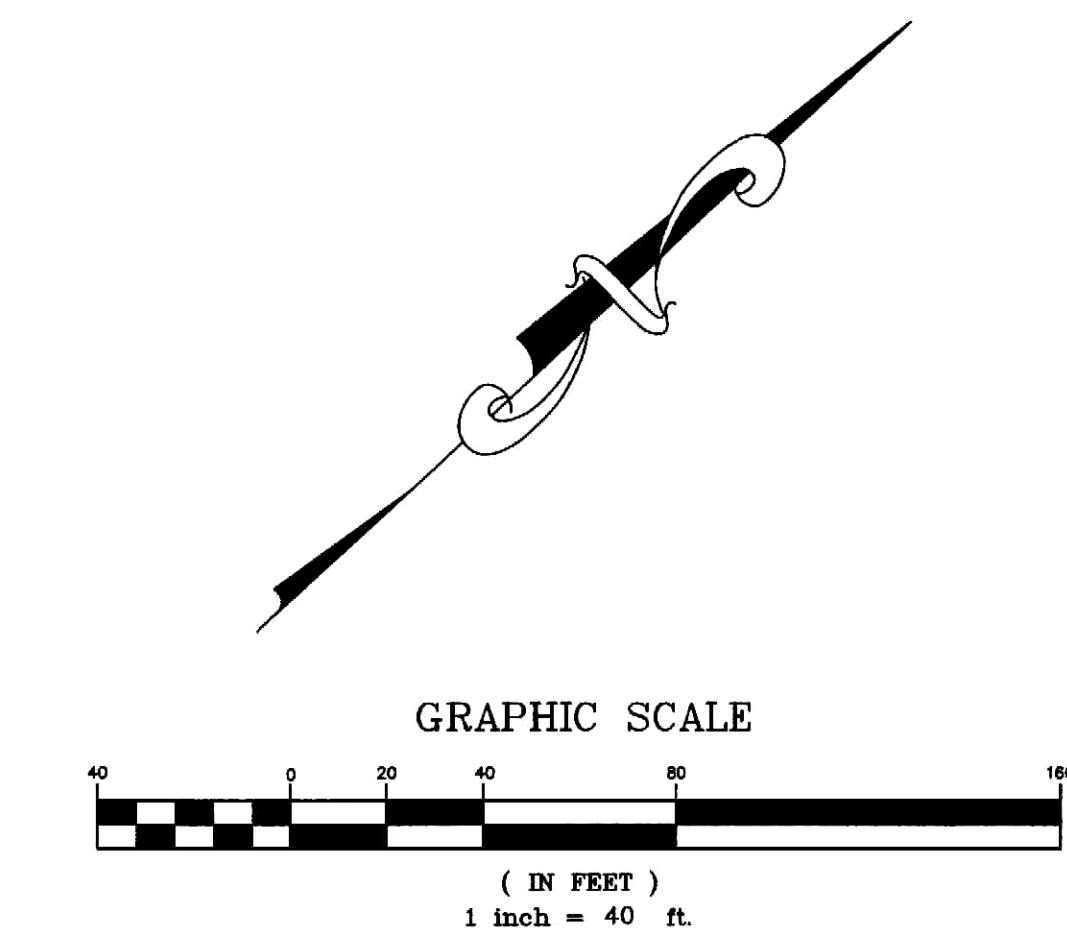
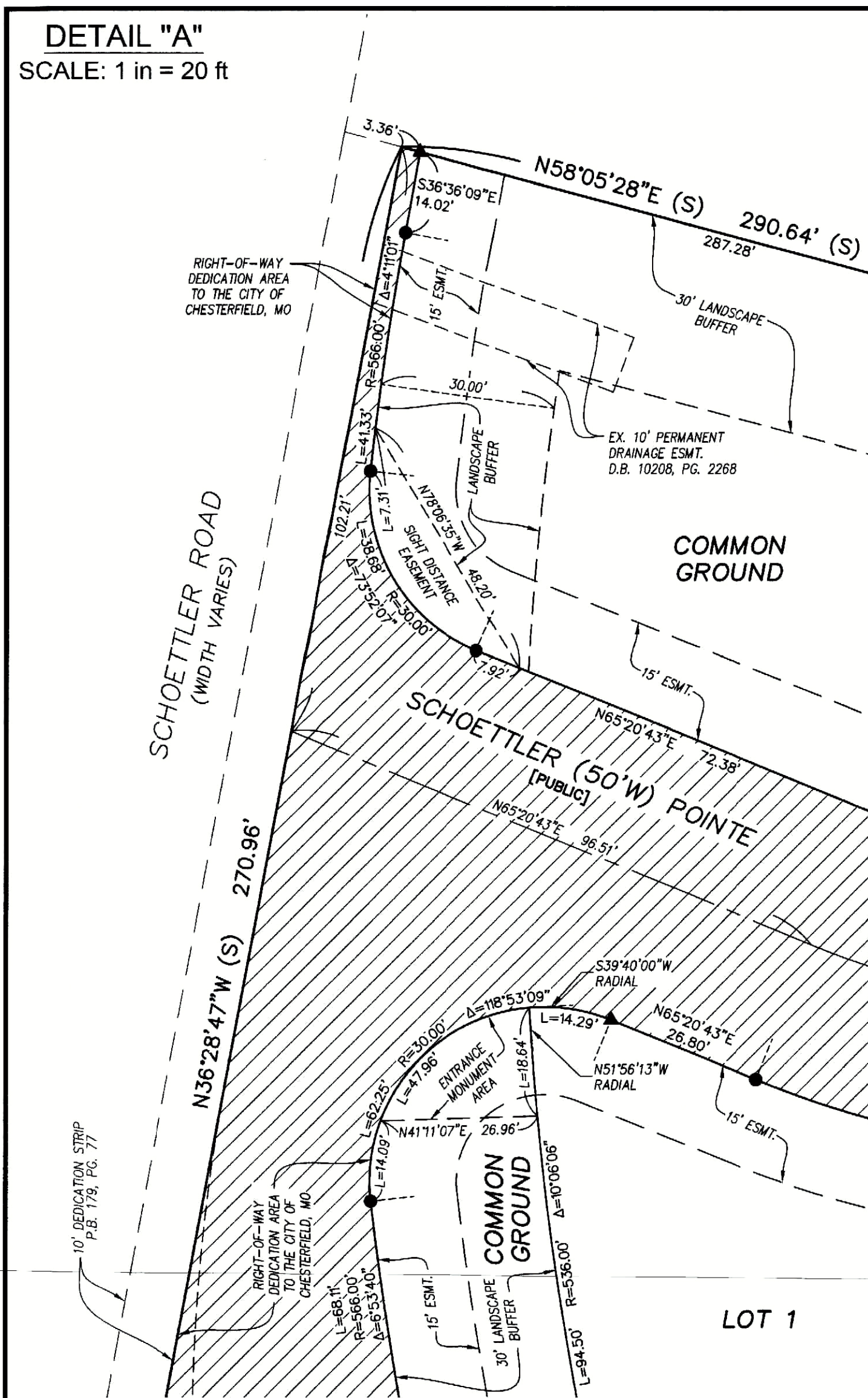
JAMEY A. HENSON, P.L.S., VICE PRESIDENT
MO. REG. L.S. #2007107893
12/19/2023

DATE



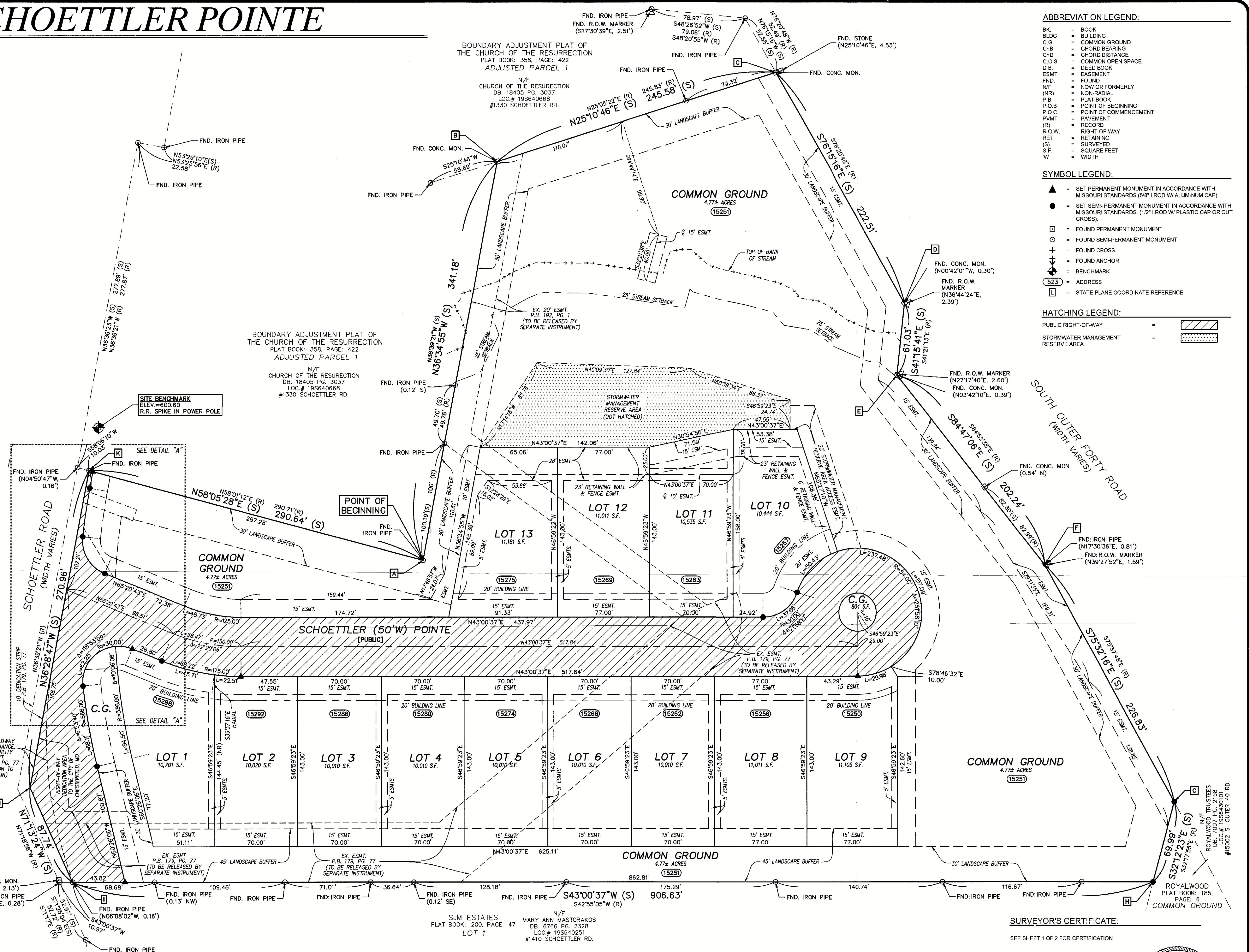
LEGENDS AT SCHOETTLER POINTE

DETAIL "A"
SCALE: 1 in = 20 ft



THE STERLING CO.
ENGINEERS & SURVEYORS
5055 New Baumgartner Road
St. Louis, Missouri 63129
Ph. 314-487-0440 Fax 314-487-8944
www.sterling-eng-sur.com

DRAWN BY:	GFS	MSD P# - 22MSD-00463
CHECKED BY:	JAH	DATE: DEC. 11, 2023
JOB NO.:	22-04-134	LEGENDS AT SCHOETTLER POINTE



ABBREVIATION LEGEND:

BK	= BOOK
BLDG	= BUILDING
C.G.	= COMMON GROUND
ChB	= CHORD BEARING
ChD	= CHORD DISTANCE
C.O.S.	= COMMON OPEN SPACE
D.B.	= DEED BOOK
ESMT.	= EASEMENT
FND.	= FOUND
N/F	= NOW OR FORMERLY
(NR)	= NON-RADIAL
P.B.	= PLAT BOOK
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
P.V.M.T.	= PAVEMENT
R.	= RECORD
R.O.W.	= RIGHT-OF-WAY
RET.	= RETAINING
(S)	= SURVEYED
S.F.	= SQUARE FEET
W	= WIDTH

SYMBOL LEGEND:

▲	= SET PERMANENT MONUMENT IN ACCORDANCE WITH MISSOURI STANDARDS (5/8" IRON ROD W/ ALUMINUM CAP).
●	= SET SEMI-PERMANENT MONUMENT IN ACCORDANCE WITH MISSOURI STANDARDS (1/2" IRON ROD W/ PLASTIC CAP OR CUT CROSS).
□	= FOUND PERMANENT MONUMENT
○	= FOUND SEMI-PERMANENT MONUMENT
+	= FOUND CROSS
⊕	= FOUND ANCHOR
⊙	= BENCHMARK
523	= ADDRESS
□	= STATE PLANE COORDINATE REFERENCE

HATCHING LEGEND:

Public Right-of-Way	= [Hatched Pattern]
Stormwater Management Reserve Area	= [Dotted Pattern]

SURVEYOR'S CERTIFICATE:

SEE SHEET 1 OF 2 FOR CERTIFICATION.

THE STERLING COMPANY
MO REG. 307-D

JAMEY A. HENSON
NUMBER: PLS-2007017963
12/19/2023
JAMEY A. HENSON, P.L.S. - VICE PRESIDENT
MO. REG. L.S. #2007017963

STATE OF MISSOURI
JAMEY A. HENSON
NUMBER: PLS-2007017963
12/19/2023
JAMEY A. HENSON, P.L.S. - VICE PRESIDENT
MO. REG. L.S. #2007017963

SHEET 2 OF 2

EXHIBIT A

Attach: Subdivision Deposit Spreadsheet

CONSTRUCTION DEPOSIT

SUBDIVISION: Legends at Schoettler Pointe
PLAT: Legends at Schoettler Pointe
SUBDIVISION CODE: 337
NO. LOTS: 13
DATE OF PLAT APPROVAL: TBD

DEVELOPER: Lombardo Homes

CATEGORY	DATE OF RELEASE	% RELEASE	ORIGINAL BALANCE	TOTAL RELEASED	TOTAL % RELEASED	CURRENT BALANCE	% REMAINING
STREETS			\$ 131,393.15	\$ - \$ -	0	\$ 131,393.15	100
SIDEWALKS			\$ 33,494.80	\$ - \$ -	0	\$ 33,494.80	100
STREET SIGNS			\$ 622.38	\$ - \$ -	0	\$ 622.38	100
STREET TREES			\$ 1,782.00	\$ - \$ -	0	\$ 1,782.00	100
GRADING			\$ 80,960.00	\$ - \$ -	0	\$ 80,960.00	100
EROSION CONTROL			\$ 26,509.34	\$ - \$ -	0	\$ 26,509.34	100
COMMON GROUND SEED AND ISLAND SODDING			\$ 6,677.53	\$ - \$ -	0	\$ 6,677.53	100
MONUMENTATION			\$ 7,052.38	\$ - \$ -	0	\$ 7,052.38	100
RETAINING WALLS			\$ 466,785.00	\$ - \$ -	0	\$ 466,785.00	100
STREET LIGHTS			\$ 4,870.25	\$ - \$ -	0	\$ 4,870.25	100
WATER MAINS			\$ 107,024.97	\$ - \$ -	0	\$ 107,024.97	100
MISC. REQ. IMPROVMENTS			\$ 19,500.00	\$ - \$ -	0	\$ 19,500.00	100
TOTALS			\$ 886,671.79	\$ -	0	\$ 886,671.79	100

STANDARD FORM OF
LETTER OF CREDIT

THE BANK OF OLD MONROE
401 TR HUGHES BLVD
OFALLON, MO 63366

December 18, 2023

IRREVOCABLE LETTER OF CREDIT NO. 427

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Dear Sir:

We hereby establish in favor of the CITY OF CHESTERFIELD, upon the application of and for the account of LOMBARDO HOMES OF ST. LOUIS, LLC (the "Account Party") our transferable irrevocable standby letter of credit (the "Letter of Credit") in the amount of \$888,671.79 (the "Maximum Available Credit"), subject to the reduction as hereinafter set forth.

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

- ☐ Grading Surety
☐ Landscape Surety
☐ Pavement Restoration Surety
☒ Subdivision Construction Deposit

- ☐ Subdivision Maintenance Deposit
☐ Tree Preservation Surety
☐ Other _____

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

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

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

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

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

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

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

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

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

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

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

This Letter of Credit is effective immediately and expires on the earliest of (i) 4:00 p.m. (St. Louis, Missouri time) on FEBRUARY 5, 2026, except that unless such date may be extended as hereinafter provided, this letter of credit shall automatically and immediately be paid by wire transfer the balance of the Maximum Available Credit to the City of Chesterfield at the following account: to receiving bank Central Bank (ABA #081004601) for beneficiary City of Chesterfield, Account #129300337, or (ii) when you have drawn and we have paid to you the Maximum Available Credit of this Letter of Credit or (iii) the day on which this Letter of Credit is surrendered to us for cancellation (collectively, the "Expiration Date"); provided, however, notwithstanding the termination by expiration of this Letter of Credit, our payment obligation shall survive such expiration with respect to any sight drafts accompanied by a certificate in the form of Exhibits A, or B, as the case may be, presented to us for payment prior to the expiration of this Letter of Credit; **and/or further provided that upon such expiration, or if automatically extended upon expiration of the last extension, we shall automatically and immediately transfer the balance of the Maximum Available Credit to the City of Chesterfield at the account set forth above or such**

other account subsequently designated by you, unless you authorize in writing a release of our obligations under this Letter of Credit or authorize a replacement of the Letter of Credit. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for one year (or such other date as the City and Account Party may agree in writing) from the present or any future Expiration date hereof, unless at least 75 days prior to any such date, we shall send you, in the form attached hereto as Exhibit C, notice that we elect not to consider this Letter of Credit renewed for such additional one-year period. Notwithstanding any automatic extensions, this letter of credit shall expire fully and finally not later than FEBRUARY 5, 2029.

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

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

Any communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at THE BANK OF OLD MONROE 401 TR HUGHES BLVD OFALLON,MO 63366, Attention: LOAN DEPARTMENT, specifically referring thereon to Irrevocable Letter of Credit No. 427.

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

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

Very truly yours,

The Bank of Old Monroe

By:


Authorized signer

SUBDIVISION IMPROVEMENT CONSTRUCTION DEPOSIT AGREEMENT

THIS CONSTRUCTION DEPOSIT AGREEMENT made and entered into by
Lombardo Homes of St.Louis LLC
_____, herein called DEVELOPER,
Bank of Old Monroe
_____, 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
Legends at Schoettler Pointe
_____ 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
Eight Hundred Eighty-Six Thousand Six Hundred Seventy- One and Seventy-Nine cents
_____ DOLLARS

(\$ ^{886,671.79} _____), 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

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

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

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

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

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

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

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

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

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

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

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

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

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

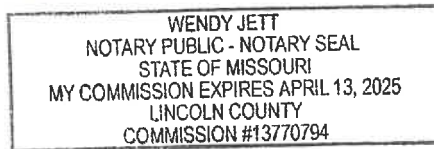
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and

seals the 15th day of December, 2023.

ATTEST: (SEAL)

DEVELOPER: Lombardo Homes

Wendy Jett
Type Name: Wendy Jett
Title:



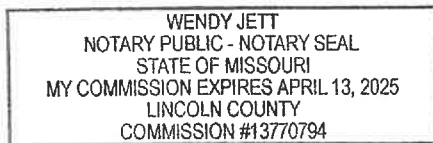
BY: Steve Valentine
Type Name: Steve Valentine
Title: Land

Firm Address:
4 Research Park
St Charles MO 63304

ATTEST: (SEAL)

ESCROW HOLDER: Bank of Old Monroe

Wendy Jett
Type Name: Wendy Jett
Title:



BY: David Vandeven
Type Name: DAVID VANDEVEN
Title: SVP

Firm Address:
143 WESTVILLE PARKWAY
WESTVILLE MO 63383

CITY OF CHESTERFIELD, MISSOURI

BY _____
Director of Planning

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

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

BANK OFFICIAL'S ACKNOWLEDGMENT

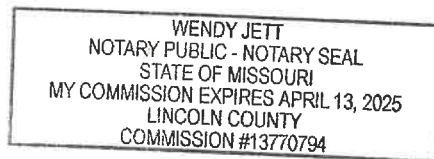
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 15th day of December, 2013, before me appeared Darrel Vanclaven, to me personally known, who, being by me duly sworn, did say that he/she is the Senior Vice President (title) of Bank of Old Monroe (name of bank), a Bank of Old Monroe Corporation (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 Senior Vice President (title) acknowledged said instrument to be the free act and deed of said bank.

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

Wendy Jett
Notary Public

My Commission Expires: 4-13-25



LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

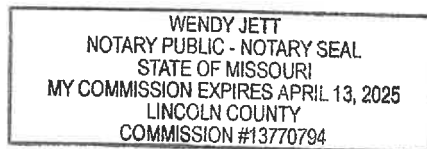
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 15th day of December, 2023, before me appeared Steve Valentine (name) to me personally known, who, being by me duly sworn, did say that he/she is the Authorized Representative (title or Executing Official) of Lombardo Homes of St. Louis LLC, a ~~Missouri~~ ^{Michigan} Limited Liability Corporation, and that he/she in fact has the authority to execute the foregoing agreement pursuant to the authority given him/her by the Limited Liability Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of its President, (President or title of chief officer), Mike Van Pamel (name) as Authorized Representative (title of Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 19th day of December, 2023.

Wendy Jett
Notary Public

My Commission Expires: 4-13-25



MAINTENANCE DEPOSIT

SUBDIVISION: Legends at Schoettler Pointe

PLAT: Legends at Schoettler Pointe

SUB CODE: 337

DEVELOPER: Lombardo Homes

CATEGORY	ORIGINAL BALANCE	DATE OF RELEASE	AMOUNT RELEASED	CURRENT BALANCE
STREETS	\$ 13,139.31			\$ 13,139.31
SIDEWALKS	\$ 3,349.48			\$ 3,349.48
STREET SIGNS	\$ 62.24			\$ 62.24
STREET TREES	\$ 178.20			\$ 178.20
GRADING	\$ 8,096.00			\$ 8,096.00
EROSION CONTROL	\$ 2,650.93			\$ 2,650.93
COMMON GR. SEED	\$ 667.75			\$ 667.75
MONUMENTATION	\$ 705.24			\$ 705.24
RETAINING WALL	\$ 46,678.50			\$ 46,678.50
STREET LIGHTS	\$ 487.03			\$ 487.03
WATER MAINS	\$ 10,702.50			\$ 10,702.50
MISC. REQUIRED IMP.	\$ 1,950.00			\$ 1,950.00
TOTALS	\$ 88,667.18		\$0.00	\$ 88,667.18

STANDARD FORM OF
LETTER OF CREDIT

THE BANK OF OLD MONROE
401 TR HUGHES BLVD
OFALLON, MO 63366

December 18, 2023

IRREVOCABLE LETTER OF CREDIT NO. 428

City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017

Dear Sir:

We hereby establish in favor of the CITY OF CHESTERFIELD, upon the application of and for the account of LOMBARDO HOMES OF ST. LOUIS, LLC (the "Account Party") our transferable irrevocable standby letter of credit (the "Letter of Credit") in the amount of \$ 88,667.78 (the "Maximum Available Credit"), subject to the reduction as hereinafter set forth.

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

- ☐ Grading Surety
☐ Landscape Surety
☐ Pavement Restoration Surety
☐ Subdivision Construction Deposit

- ☒ Subdivision Maintenance Deposit
☐ Tree Preservation Surety
☐ Other _____

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

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

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

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

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

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

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

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

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

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

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

This Letter of Credit is effective immediately and expires on the earliest of (i) 4:00 p.m. (St. Louis, Missouri time) on FEBRUARY 5, 2026, except that unless such date may be extended as hereinafter provided, this letter of credit shall automatically and immediately be paid by wire transfer the balance of the Maximum Available Credit to the City of Chesterfield at the following account: to receiving bank Central Bank (ABA #081004601) for beneficiary City of Chesterfield, Account #129300337, or (ii) when you have drawn and we have paid to you the Maximum Available Credit of this Letter of Credit or (iii) the day on which this Letter of Credit is surrendered to us for cancellation (collectively, the "Expiration Date"); provided, however, notwithstanding the termination by expiration of this Letter of Credit, our payment obligation shall survive such expiration with respect to any sight drafts accompanied by a certificate in the form of Exhibits A, or B, as the case may be, presented to us for payment prior to the expiration of this Letter of Credit; **and/or further provided that upon such expiration, or if automatically extended upon expiration of the last extension, we shall automatically and immediately transfer the balance of the Maximum Available Credit to the City of Chesterfield at the account set forth above or such**

other account subsequently designated by you, unless you authorize in writing a release of our obligations under this Letter of Credit or authorize a replacement of the Letter of Credit. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for one year (or such other date as the City and Account Party may agree in writing) from the present or any future Expiration date hereof, unless at least 75 days prior to any such date, we shall send you, in the form attached hereto as Exhibit C, notice that we elect not to consider this Letter of Credit renewed for such additional one-year period. Notwithstanding any automatic extensions, this letter of credit shall expire fully and finally not later than FEBRUARY 5, 2030.

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

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

Any communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at THE BANK OF OLD MONROE 401 TR HUGHES BLVD OFALLON,MO 63366, Attention: LOAN DEPARTMENT, specifically referring thereon to Irrevocable Letter of Credit No. 428.

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

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

Very truly yours,

The Bank of Old Monroe

By:


Authorized signer

SUBDIVISION IMPROVEMENT MAINTENANCE DEPOSIT AGREEMENT

THIS MAINTENANCE DEPOSIT AGREEMENT made and entered into by Lombardo Homes of St.Louis LLC _____, herein called DEVELOPER, Bank of Old Monroe _____, 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 Legends at Schoettler Pointe _____ 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 Eighty eight thousand six hundred sixty seven dollars and eighteen cents _____ DOLLARS (\$ 88,667.78), 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 eighty eight thousand and six hundred sixty seven dollars and eighteen cents

DOLLARS (\$ 88,667.18), 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 Legends at Schoetler Pointe 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 Department of Planning.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

seals the 14th day of December, 2023 A.D.

Lombardo Homes of St.Louis LLC

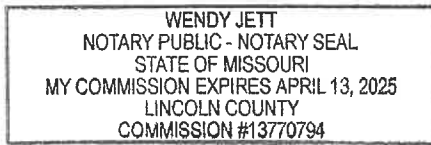
ATTEST: (SEAL)

DEVELOPER:

Lombardo Homes

Wendy Jett

Type Name: Wendy Jett
Title:



BY:

Steve Valentine

Type Name: Steve Valentine
Title: Land

Firm Address:

4 Reseach Parkway Drive Suite 130

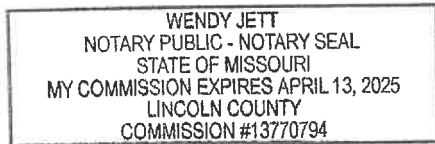
Saint Charles, MO 63304

ATTEST: (SEAL)

CREDIT HOLDER:

Bank of Old Monroe

Name: Wendy Jett
Title: Notary



BY:

David Vandever

Name: DAVID VANDEVER
Title: SVP

Firm Address:

1093 WESTVILLE PARKWAY
WESTVILLE MO 63385

CITY OF CHESTERFIELD, MISSOURI

BY

Director of Planning

ATTEST: (SEAL)

APPROVED:

City Clerk

Mayor

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

[illegible]

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.

My Commission Expires: 4-13-25

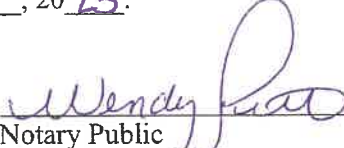


LLC EXECUTING OFFICIAL'S ACKNOWLEDGEMENT

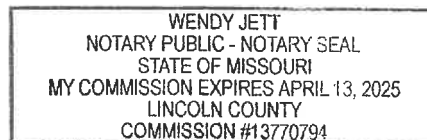
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 15TH day of DECEMBER, 2023, before me appeared STEVE VALENTINE (name) to me personally known, who, being by me duly sworn, did say that he/she is the AUTHORIZED REPRESENTATIVE (title or Executing Official) of LOMBARD HOMES OF ST. LOUIS LLC, a ^{MISSOURIAN} ~~Missouri~~ Limited Liability Corporation, and that he/she in fact has the authority to execute the foregoing agreement pursuant to the authority given him/her by the Limited Liability Corporation, and that said agreement was signed and sealed by him/her on behalf of the aforesaid L.L.C. by authority of its PRESIDENT, (President or title of chief officer), MIKE VAN PAMEL (name) as AUTHORIZED REPRESENTATIVE (title of Executing Official) of said L.L.C. acknowledges said agreement to be the lawful, free act and deed of said L.L.C.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 15TH day of DECEMBER, 2023.


Notary Public

My Commission Expires: 4-13-25



1) Boundary Adjustment Plat

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A BOUNDARY ADJUSTMENT PLAT FOR LOT 302 AND LOT 303 LOCATED ON CHERMOORE COURT IN THE SCARBOROUGH WEST SUBDIVISION (20R240388, 20R240379).

WHEREAS, St. Charles Engineering & Survey Inc., on behalf of the property owners of Lot 302 and Lot 303 in the Scarborough West subdivision, has submitted for review and approval a Boundary Adjustment Plat for two (2) lots zoned "R1-A" Residence District; and,

WHEREAS, the purpose of said Boundary Adjustment Plat is to adjust a shared lot line of two (2) single-family residential properties; and,

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

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

Section 1. The Boundary Adjustment Plat for Lots 302 & 303 of the Scarborough West subdivision, which is attached hereto as "Exhibit 1", is hereby approved; the owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

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

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

Passed and approved this _____ day of _____, 2024.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 02/05/2024

A detailed street map of the University City area in San Diego, California. A large black arrow points to a specific location labeled 'SITE' in the center of the map. The map shows numerous streets, including University Ave, La Jolla Village Dr, and various residential streets. Key landmarks like the University City Community Center and the University City Library are marked. The map is oriented with North at the top.

BOUNDARY ADJUSTMENT PLAT OF
LOTS 302-303 OF SCARBOROUGH WEST
U. S. SURVEY 412
TOWNSHIP 45 NORTH, RANGE 4 EAST
ST. LOUIS COUNTY, MISSOURI

THE UNDERSIGNED OWNERS OF THE TRACT OF LAND DESCRIBED IN THE FOREGOING SURVEYORS CERTIFICATE, HAVE CAUSED SAID THE SAME TO BE ADJUSTED IN THE MANNER SHOWN ON THIS PLAT, WHICH PLAT SHALL HEREFTER BE KNOWN AS "SCARBOROUGH WEST 302-303 BOUNDARY ADJUSTMENT PLAT".

OWNERS: DALE PETER HOTARD II WENDY H. HOTARD

SIGNATURE: _____

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)ss

ON THIS _____ DAY OF _____, 2024, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED DALE PETER HOTARD II and WENDY H. HOTARD KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED. IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC: _____
 PRINT NAME: _____
 MY TERM EXPIRES: _____

THE UNDERSIGNED OWNERS OF THE TRACT OF LAND DESCRIBED IN THE FOREGOING SURVEYORS CERTIFICATE, HAVE CAUSED SAID THE SAME TO BE ADJUSTED IN THE MANNER SHOWN ON THIS PLAT, WHICH PLAT SHALL HEREAFTER BE KNOWN AS "SCARBOROUGH WEST 302-303 BOUNDARY ADJUSTMENT PLAT".

OWNER: JAMES J. WALKER AND GENEVIEVE E. WALKER TRUST J/R/L/T/A DATED FEBRUARY 7, 1992

SIGNATURE: _____ TRUSTEE _____ TRUSTEE _____

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)ss

ON THIS ____ DAY OF _____ 2024, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED JAMES J. WALKER AND GENEVIEVE KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED. IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC: _____
 PRINT NAME: _____
 MY TERM EXPIRES: _____

THIS IS TO CERTIFY THAT THE "SCARBOROUGH WEST 302-303" BOUNDARY ADJUSTMENT PLAT WAS APPROVED BY THE CITY COUNCIL FOR THE CITY OF CHESTERFIELD BY ORDINANCE NUMBER _____ ON THE _____ DAY OF _____, 2024 AND THEREBY AUTHORIZES THE RECORDING OF THIS BOUNDARY ADJUSTMENT PLAT WITH THE OFFICE OF THE ST. LOUIS COUNTY RECORDER OF DEEDS.

MAYOR: BOB NATIONS

THE UNDERSIGNED OWNERS OF THE PROMISSORY SECURED BY THE DEED OF TRUST RECORDED IN BOOK _____ PAGE _____ OF THE ST. LOUIS COUNTY RECORDS HEREBY JOIN IN AND APPROVE IN EVERY DETAIL THIS "SCARBOROUGH WEST 302-303" BOUNDARY ADJUSTMENT PLAT.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNERS OF SAID PROMISSORY NOTE HAVE SIGNED AND SEALED THIS
BOUNDARY ADJUSTMENT PLAT.

LENDER: _____

BY: _____

PRINT NAME: _____

TITLE: _____

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)SS

ON THIS _____ DAY OF _____, 2024, PERSONALLY APPEARED BEFORE ME _____
WHO BEING BY ME DULY SWORN DID SAY THAT THEY ARE _____ OF _____
BANK, A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI, AND
ACKNOWLEDGED THE FOREGOING INSTRUMENT WAS SIGNED ON BEHALF OF SAID CORPORATION BY AUTHORITY
BOARD OF DIRECTORS AND THAT SAID _____, DECLARED SAID INSTRUMENT TO
THEIR FREE ACT AND DEED OF SAID CORPORATION.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL IN THE COUNTY AND STATE
AFORESAID THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC: _____
PRINT NAME: _____
MY TERM EXPIRES: _____

THIS IS TO CERTIFY THAT ST. CHARLES ENGINEERING AND SURVEYING, INC., DURING THE MONTH OF MAY, 2020 EXECUTED A BOUNDARY SURVEY OF LOTS 302 AND 303 OF SCARBOROUGH WEST, A SUBDIVISION RECORDED IN PLAT BOOK 179 PAGES 22-23 OF THE ST. LOUIS COUNTY RECORDS AND SUBSEQUENTLY IN SEPTEMBER, 2023 PERFORMED A PARTIAL IMPROVEMENT SURVEY FOR THE CONVEYANCE OF A BOUNDARY ADJUSTMENT PLAT AS SHOWN HEREON. THIS SURVEY WAS PREPARED IN ACCORDANCE WITH CHAPTER 16 "MISSOURI STANDARDS FOR URBAN PROPERTY BOUNDARY SURVEYS (20 CSR 2030-16.010-16.110)."



THOMAS M. JAMBORETZ MO. P.L.S. #2314 DATE 01-10-2024

1. THE BASIS OF BEARINGS: RECORD BEARINGS FROM "SCARBOROUGH WEST" RECORDED IN PLAT BOOK 179 PAGES 22-23.
2. THE TOTAL AREA OF THIS PLAT IS 90,534 SQUARE FEET, MORE OR LESS.
3. ACCORDING TO FIRM FLOOD INSURANCE RATE MAP PANEL 29189C0170K, DATED FEBRUARY 4, 2015 THIS A PORTION OF THE PROPERTY LIES IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOODPLAIN.
4. ST. CHARLES ENGINEERING AND SURVEYING, INC. HAS USED INFORMATIONAL TITLE REPORTS ISSUED BY INVESTORS TITLE COMPANY, FILE NO. 68166 FOR LOT 303 (HOTARD) AND FILE NO. 681667 FOR LOT 302 (WALKER) ON AN EFFECTIVE DATE OF AUGUST 28, 2015 AND IS SUBJECT TO THE EXCEPTIONS LISTED IN THE SCHEDULE "B" AS LISTED BELOW.

BUILDING LINES, EASEMENTS, RESTRICTIONS OR OTHER MATTERS AFFECTING THE
PROPERTY ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 179 PAGE
22. (BUILDING LINES AND EASEMENTS SHOWN)

5. PROPERTY OWNERS:

JAMES J. WALKER AND GENEVIEVE E. WALKER, TRUSTEES, OR THEIR SUCCESSORS IN TRUST UNDER THE JAMES J. WALKER AND GENEVIEVE E. WALKER J/R/L/T/A DATED FEBRUARY 7, 1992 1938 CHERMOORE COURT, CHESTERFIELD, MO 63017

DALE PETER HOTARD II AND WENDY HOTARD
1950 CHERMOORE COURT, CHESTERFIELD, MO 63017

ORIGINAL LOT 302
LOT 302 OF SCARBOROUGH WEST, A SUBDIVISION IN ST. LOUIS COUNTY, MISSOURI,
ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 179 PAGES 22 AND 23 OF
THE ST. LOUIS COUNTY RECORDS, CONTAINING 44,014 SQUARE FEET, MORE OR LESS.

ADJUSTED LOT 302
PART OF LOTS 302 AND 303 OF SCARBOROUGH WEST, A SUBDIVISION IN ST. LOUIS

ORIGINAL LOT 303
LOT 303 OF SCARBOROUGH WEST, A SUBDIVISION IN ST. LOUIS COUNTY, MISSOURI,
ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 179 PAGES 22 AND 23 OF
THE ST. LOUIS COUNTY RECORDS, CONTAINING 46,520 SQUARE FEET, MORE OR LESS.

ADJUSTED LOT 303
PART OF LOTS 302 AND 303 OF SCARBOROUGH WEST, A SUBDIVISION IN ST. LOUIS
COUNTY, MISSOURI, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 179
PAGES 22 AND 23 OF THE ST. LOUIS COUNTY RECORDS, MORE PARTICULARLY DECEIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 303, BEING ON THE WESTERN LINE OF SCHOETTLER ROAD (VARIABLE WIDTH) AND THE NORTHERN LINE OF GEORGETOWN ESTATES IN PLAT BOOK 106 PAGE 23, WITH A CONCRETE MONUMENT BEING NORTH 39 DEGREES 40 MINUTES WEST, 133.51 FEET TO AN IRON ROD; THENCE LEAVING SAID COMMON LINE ALONG SAID IRON ROD, SOUTH 77 DEGREES 17 MINUTES WEST, 117.77 FEET TO AN IRON ROD; THENCE WEST, 19.59 TO AN IRON ROD AT THE EASTERN CORNER OF THERMOORE COURT; THENCE ALONG THE COMMON LINE OF LOT 303 AND THERMOORE COURT ON A CURVE TO THE LEFT, WHOSE RADIUS POINT IS NORTH 77 DEGREES 21 MINUTES 45 SECONDS WEST, 54.00 FEET TO AN IRON ROD; THENCE ALONG SAID CURVE TO THE RIGHT, WHOSE RADIUS POINT IS RESPECTIVELY, THENCE LEAVING THERMOORE COURT ALONG THE ADJUSTED LINE OF LOTS 302 AND 303, THE FOLLOWING COURSES AND DISTANCES, NORTH 66 DEGREES 02 MINUTES 30 SECONDS WEST, 11.50 FEET; NORTH 66 DEGREES 02 MINUTES 30 SECONDS WEST, 2.67 FEET; THENCE NORTH 50 DEGREES 34 MINUTES 14 SECONDS EAST, 115.50 FEET TO A POINT ON THE WESTERN LINE OF SCHOETTLER ROAD (VARIABLE WIDTH); THENCE ALONG SAID WESTERN LINE THE FOLLOWING COURSES AND DISTANCES, SOUTH 64 DEGREES 02 MINUTES 30 SECONDS WEST, 11.50 FEET; SOUTH 64 DEGREES 02 MINUTES 30 SECONDS WEST, 2.67 FEET; THENCE ALONG SAID CURVE TO THE RIGHT WHOSE RADIUS POINT IS SOUTH 25 DEGREES 08 MINUTES 20 SECONDS WEST, 47.00 FEET, AN ARCH LENGTH OF 206.58 FEET TO A POINT; THENCE ALONG SAID COMMON LINE OF LOT 303, SOUTH 77 DEGREES 17 MINUTES WEST, TO THE POINT OF BEGINNING AND CONTAINING 46,592 SQUARE FEET, MORE OR LESS.

BILL NO. 3426

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REDEVELOPMENT PROJECT PURSUANT TO THE REAL PROPERTY TAX INCREMENT ALLOCATION REDEVELOPMENT ACT, SECTIONS 99.800 TO 99.865 OF THE REVISED STATUTES OF MISSOURI, AS AMENDED, FOR THAT PORTION OF THE REDEVELOPMENT AREA DESIGNATED AS RPA 1-A UNDER THE CHESTERFIELD TAX INCREMENT FINANCING REDEVELOPMENT PLAN & PROJECT; ADOPTING TAX INCREMENT FINANCING WITHIN RPA 1-A; MAKING FINDINGS WITH RESPECT THERETO; ESTABLISHING A SPECIAL ALLOCATION FUND WITH RESPECT TO RPA 1-A; AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS AND OFFICERS; AND CONTAINING A SEVERABILITY CLAUSE.

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

WHEREAS, the City has established the Chesterfield Regional Tax Increment Financing Commission of the City of Chesterfield, Missouri (the “TIF Commission”), in accordance with the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the “TIF Act”); and

WHEREAS, the TIF Commission is duly constituted according to the TIF Act, and is authorized to transact business, exercise its powers, and to hold public hearings with respect to proposed redevelopment areas and redevelopment plans and to make recommendations thereon to the City; and

WHEREAS, staff and consultants of the City prepared a plan for redevelopment titled “Chesterfield Regional Tax Increment Financing Redevelopment Plan & Project” dated [October 21, 2022], as revised and amended and on file with the City Clerk (the “Redevelopment Plan”), for an area including approximately 216.39 acres of real property generally bounded by Wild Horse Creek Road and S. Outer 40 Road to the north, Clarkson Road to the east, Chesterfield Parkway to the south and a riparian corridor to the west (the “Redevelopment Area”), which Redevelopment Area is more fully described in the Redevelopment Plan; and

WHEREAS, the Redevelopment Plan divides the Redevelopment Area into multiple redevelopment project areas (each, an “RPA”); and

WHEREAS, the Redevelopment Plan envisions multiple projects across the RPAs (as further described in the Redevelopment Plan, the “Redevelopment Project(s)”, with each RPA being redeveloped for a mix of uses, including residential, retail, commercial, and public gathering spaces (as further described in the Redevelopment Plan); and

WHEREAS, the Redevelopment Plan envisions that the Redevelopment Projects (as defined in the Redevelopment Plan) will renovate, rehabilitate, redevelop, and reconstruct existing improvements, or construct or install new improvements within each RPA in order to meet the objectives of the Redevelopment Plan, all as further discussed therein; and

WHEREAS, after all proper notice was given, the TIF Commission held a public hearing in conformance with the TIF Act that commenced on November 1, 2022 and was closed on November 21, 2022, at which the TIF Commission received comments from all interested persons and affected taxing districts relative to the Redevelopment Area, the Redevelopment Plan, and the Redevelopment Project; and

WHEREAS, on November 21, 2022, by majority vote, the TIF Commission passed a resolution (the “Resolution”) to recommend that the City Council, among other things, adopt an ordinance in the form required by the TIF Act: (i) adopting tax increment financing within the Redevelopment Area; (ii) approving the Redevelopment Plan; (iii) approving and designating the Redevelopment Area as a “redevelopment area” as provided in the TIF Act and approving each RPA; and (iv) approving the Redevelopment Project as described within the Redevelopment Plan; and

WHEREAS, Wildhorse Village, LP, and TSG Downtown Chesterfield Redevelopment, LLC (collectively, the “Developers” and each a “Developer”), have each demonstrated that the Redevelopment Project would not reasonably be anticipated to be developed without the adoption of tax increment financing and, therefore, the redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan is not financially feasible and would not otherwise be completed without the adoption of tax increment financing; and

WHEREAS, the Redevelopment Plan describes RPA 1-A, in part, as a portion of the Redevelopment Area located at the Chesterfield Mall property (referred to in this Ordinance as “RPA 1-A”); and

WHEREAS, the Redevelopment Plan states that the Redevelopment Project components for RPA 1-A consist of, among other things, the construction of building space, including parking spaces, restaurant space, grocery space, retail space, apartment units, and commercial office buildings (the “RPA 1-A Redevelopment Project”); and

WHEREAS, the Redevelopment Area qualifies for the use of tax increment financing to alleviate the conditions that qualify it as a “blighted area” as provided in the TIF Act; and

WHEREAS, the City Council of the City (the “City Council”) has received the Resolution and hereby finds and determines that it is necessary and desirable and in the best interests of the City to approve the RPA 1-A Redevelopment Project, to adopt tax increment financing within the portion of the Redevelopment Area known as RPA 1-A and to establish a special allocation fund for RPA 1-A in order to provide for the promotion of the general welfare through the redevelopment of RPA 1-A, in accordance with the Redevelopment Plan which redevelopment includes, but is not limited to, assistance in the physical, economic, and social development of the City, providing for a stabilized economy and plan for the optimal growth of the City, encouragement of a sense of community identity, safety, and civic pride, and redevelopment of key properties in the City.

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

Section 1. The City hereby adopts and approves the RPA 1-A Redevelopment Project as described in the Redevelopment Plan.

Section 2. Pursuant to the TIF Act, the estimated dates of completion of the RPA 1-A Redevelopment Project and the retirement of the financial obligations issued to pay for certain redevelopment project costs relating thereto will not be more than 23 years from the date of this Ordinance.

Section 3. There is hereby created and ordered to be established within the treasury of the City a separate fund to be known as the “*Chesterfield Regional Special Allocation Fund – RPA 1-A.*” To the extent permitted by law and except as otherwise provided in the Redevelopment Plan, the City hereby pledges funds

in the Chesterfield Regional Special Allocation Fund – RPA 1-A for the payment of Redevelopment Project costs and obligations incurred in the payment thereof.

Section 4. Tax increment financing is hereby adopted within RPA 1-A. After the total equalized assessed valuation of the taxable real property in RPA 1-A exceeds the certified total initial equalized assessed valuation of the taxable real property in RPA 1-A, the ad valorem taxes, and payments in lieu of taxes, if any, arising from the levies upon taxable real property in RPA 1-A by taxing districts and tax rates determined in the manner provided in Section 99.855.2 of the TIF Act each year after the effective date of this Ordinance until RPA 1-A Redevelopment Project costs have been paid shall be divided as follows:

- A. The portion of taxes, penalties, and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in RPA 1-A shall be allocated to and, when collected, shall be paid by the City Clerk, Assistant to the Mayor or other City official designated by the Mayor (“City Official”) to the respected affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.
- B. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in RPA 1-A and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property in RPA 1-A shall be allocated to and, when collected shall be paid to the City Official, who shall deposit such payments in lieu of taxes into the Chesterfield Regional Special Allocation Fund – RPA 1-A for the purpose of paying Redevelopment Project costs and obligations incurred in the payment thereof. Payments in lieu of taxes which are due and owing shall constitute a lien against the RPA 1-A real estate from which they are derived and shall be collected in the same manner as the real property tax, including the assessment of penalties and interest where applicable.

Section 5. In addition to the payments in lieu of taxes described in Section 4 of this Ordinance; 50% of the total additional revenue from taxes, penalties and interest which are imposed by the City or other taxing district, and which are generated by economic activities within RPA 1-A over the amount of

such taxes generated by economic activities within RPA 1-A in the calendar year prior to the adoption of this Ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, or taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, taxes imposed on sales pursuant to subsection 2 of Section 67.1712 of the Revised Statutes of Missouri, as amended, for the purpose of operating and maintaining a metropolitan park and recreation district, licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, or taxes imposed on sales under and pursuant to Section 67.700 or 650.399 of the Revised Statutes of Missouri, as amended, for the purpose of emergency communication systems, shall be allocated to, and paid by the collecting officer to the City Official or other designated financial officer of the City who shall deposit such funds in a separate segregated account within the Chesterfield Regional Special Allocation Fund – RPA 1-A.

Section 6. The City is hereby authorized to enter into agreements or contracts with other taxing districts as is necessary to ensure the allocation and collection of the taxes and payments in lieu of taxes described in Section 4 and Section 5 of this Ordinance and the deposit of the said taxes or payments in lieu of taxes into the Chesterfield Regional Special Allocation Fund – RPA 1-A for the payment of Redevelopment Project costs and obligations incurred in the payment thereof, all in accordance with the TIF Act.

Section 7. The City Clerk is hereby directed to submit a certified copy of this Ordinance to the St. Louis County Assessor, who is directed to determine the total equalized assessed value of all taxable real property within RPA 1-A as of the date of this Ordinance, by adding together the most recently ascertained equalized assessed value of each taxable lot, block, tract or parcel of real property within RPA 1-A, and shall certify such amount as the total initial equalized assessed value of the taxable real property within RPA 1-A.

Section 8. The Mayor of the City or his designated representatives are hereby authorized to take any and all actions as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the City Council being necessary to authorize such action by the Mayor or his designated representatives.

Section 9. The Mayor of the City or his designated representatives, with the advice and concurrence of the City Attorney, is hereby further authorized to make any changes to the documents, agreements, and instruments approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the City Council being necessary to authorize such changes by the Mayor or his designated representatives.

Section 10. It is hereby declared to be the intention of the City Council that each and every part, section, and subsection of this Ordinance shall be separate and severable from each and every other part, section, and subsection hereof and that the City Council intends to adopt each said part, section, and subsection separately and independently of any other part, section, and subsection. In the event that any part, section, or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 11. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2023.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: _____

BILL NO. 3427

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REDEVELOPMENT PROJECT PURSUANT TO THE REAL PROPERTY TAX INCREMENT ALLOCATION REDEVELOPMENT ACT, SECTIONS 99.800 TO 99.865 OF THE REVISED STATUTES OF MISSOURI, AS AMENDED, FOR THAT PORTION OF THE REDEVELOPMENT AREA DESIGNATED AS RPA 1-B UNDER THE CHESTERFIELD TAX INCREMENT FINANCING REDEVELOPMENT PLAN & PROJECT; ADOPTING TAX INCREMENT FINANCING WITHIN RPA 1-B; MAKING FINDINGS WITH RESPECT THERETO; ESTABLISHING A SPECIAL ALLOCATION FUND WITH RESPECT TO RPA 1-B; AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS AND OFFICERS; AND CONTAINING A SEVERABILITY CLAUSE.

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

WHEREAS, the City has established the Chesterfield Regional Tax Increment Financing Commission of the City of Chesterfield, Missouri (the “TIF Commission”), in accordance with the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the “TIF Act”); and

WHEREAS, the TIF Commission is duly constituted according to the TIF Act, and is authorized to transact business, exercise its powers, and to hold public hearings with respect to proposed redevelopment areas and redevelopment plans and to make recommendations thereon to the City; and

WHEREAS, staff and consultants of the City prepared a plan for redevelopment titled “Chesterfield Regional Tax Increment Financing Redevelopment Plan & Project” dated [October 21, 2022], as revised and amended and on file with the City Clerk (the “Redevelopment Plan”), for an area including approximately 216.39 acres of real property generally bounded by Wild Horse Creek Road and S. Outer 40 Road to the north, Clarkson Road to the east, Chesterfield Parkway to the south and a riparian corridor to the west (the “Redevelopment Area”), which Redevelopment Area is more fully described in the Redevelopment Plan; and

WHEREAS, the Redevelopment Plan divides the Redevelopment Area into multiple redevelopment project areas (each, an “RPA”); and

WHEREAS, the Redevelopment Plan envisions multiple projects across the RPAs (as further described in the Redevelopment Plan, the “Redevelopment Project(s)”, with each RPA being redeveloped for a mix of uses, including residential, retail, commercial, and public gathering spaces (as further described in the Redevelopment Plan); and

WHEREAS, the Redevelopment Plan envisions that the Redevelopment Projects (as defined in the Redevelopment Plan) will renovate, rehabilitate, redevelop, and reconstruct existing improvements, or construct or install new improvements within each RPA in order to meet the objectives of the Redevelopment Plan, all as further discussed therein; and

WHEREAS, after all proper notice was given, the TIF Commission held a public hearing in conformance with the TIF Act that commenced on November 1, 2022 and was closed on November 21, 2022, at which the TIF Commission received comments from all interested persons and affected taxing districts relative to the Redevelopment Area, the Redevelopment Plan, and the Redevelopment Project; and

WHEREAS, on November 21, 2022, by majority vote, the TIF Commission passed a resolution (the “Resolution”) to recommend that the City Council, among other things, adopt an ordinance in the form required by the TIF Act: (i) adopting tax increment financing within the Redevelopment Area; (ii) approving the Redevelopment Plan; (iii) approving and designating the Redevelopment Area as a “redevelopment area” as provided in the TIF Act and approving each RPA; and (iv) approving the Redevelopment Project as described within the Redevelopment Plan; and

WHEREAS, Wildhorse Village, LP, and TSG Downtown Chesterfield Redevelopment, LLC (collectively, the “Developers” and each a “Developer”), have each demonstrated that the Redevelopment Project would not reasonably be anticipated to be developed without the adoption of tax increment financing and, therefore, the redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan is not financially feasible and would not otherwise be completed without the adoption of tax increment financing; and

WHEREAS, the Redevelopment Plan describes RPA 1-B, in part, as a portion of the Redevelopment Area located at the Chesterfield Mall property (referred to in this Ordinance as “RPA 1-B”); and

WHEREAS, the Redevelopment Plan states that the Redevelopment Project components for RPA 1-B consist of, among other things, the construction of building space, including parking spaces, retail space, hotel space, apartment or condominium units, and commercial office buildings (the “RPA 1-B Redevelopment Project”); and

WHEREAS, the Redevelopment Area qualifies for the use of tax increment financing to alleviate the conditions that qualify it as a “blighted area” as provided in the TIF Act; and

WHEREAS, the City Council of the City (the “City Council”) has received the Resolution and hereby finds and determines that it is necessary and desirable and in the best interests of the City to approve the RPA 1-B Redevelopment Project, to adopt tax increment financing within the portion of the Redevelopment Area known as RPA 1-B and to establish a special allocation fund for RPA 1-B in order to provide for the promotion of the general welfare through the redevelopment of RPA 1-B, in accordance with the Redevelopment Plan which redevelopment includes, but is not limited to, assistance in the physical, economic, and social development of the City, providing for a stabilized economy and plan for the optimal growth of the City, encouragement of a sense of community identity, safety, and civic pride, and redevelopment of key properties in the City.

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

Section 1. The City hereby adopts and approves the RPA 1-B Redevelopment Project as described in the Redevelopment Plan.

Section 2. Pursuant to the TIF Act, the estimated dates of completion of the RPA 1-B Redevelopment Project and the retirement of the financial obligations issued to pay for certain redevelopment project costs relating thereto will not be more than 23 years from the date of this Ordinance.

Section 3. There is hereby created and ordered to be established within the treasury of the City a separate fund to be known as the “*Chesterfield Regional*

Special Allocation Fund – RPA 1-B.” To the extent permitted by law and except as otherwise provided in the Redevelopment Plan, the City hereby pledges funds in the Chesterfield Regional Special Allocation Fund – RPA 1-B for the payment of Redevelopment Project costs and obligations incurred in the payment thereof.

Section 4. Tax increment financing is hereby adopted within RPA 1-B. After the total equalized assessed valuation of the taxable real property in RPA 1-B exceeds the certified total initial equalized assessed valuation of the taxable real property in RPA 1-B, the ad valorem taxes, and payments in lieu of taxes, if any, arising from the levies upon taxable real property in RPA 1-B by taxing districts and tax rates determined in the manner provided in Section 99.855.2 of the TIF Act each year after the effective date of this Ordinance until RPA 1-B Redevelopment Project costs have been paid shall be divided as follows:

- A. The portion of taxes, penalties, and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in RPA 1-B shall be allocated to and, when collected, shall be paid by the City Clerk, Assistant to the Mayor or other City official designated by the Mayor (“City Official”) to the respected affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.
- B. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in RPA 1-B and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property in RPA 1-B shall be allocated to and, when collected shall be paid to the City Official, who shall deposit such payments in lieu of taxes into the Chesterfield Regional Special Allocation Fund – RPA 1-B for the purpose of paying Redevelopment Project costs and obligations incurred in the payment thereof. Payments in lieu of taxes which are due and owing shall constitute a lien against the RPA 1-B real estate from which they are derived and shall be collected in the same manner as the real property tax, including the assessment of penalties and interest where applicable.

Section 5. In addition to the payments in lieu of taxes described in Section 4 of this Ordinance; 50% of the total additional revenue from taxes, penalties and interest which are imposed by the City or other taxing district, and

which are generated by economic activities within RPA 1-B over the amount of such taxes generated by economic activities within RPA 1-B in the calendar year prior to the adoption of this Ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, or taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, taxes imposed on sales pursuant to subsection 2 of Section 67.1712 of the Revised Statutes of Missouri, as amended, for the purpose of operating and maintaining a metropolitan park and recreation district, licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, or taxes imposed on sales under and pursuant to Section 67.700 or 650.399 of the Revised Statutes of Missouri, as amended, for the purpose of emergency communication systems, shall be allocated to, and paid by the collecting officer to the City Official or other designated financial officer of the City who shall deposit such funds in a separate segregated account within the Chesterfield Regional Special Allocation Fund – RPA 1-B.

Section 6. The City is hereby authorized to enter into agreements or contracts with other taxing districts as is necessary to ensure the allocation and collection of the taxes and payments in lieu of taxes described in Section 4 and Section 5 of this Ordinance and the deposit of the said taxes or payments in lieu of taxes into the Chesterfield Regional Special Allocation Fund – RPA 1-B for the payment of Redevelopment Project costs and obligations incurred in the payment thereof, all in accordance with the TIF Act.

Section 7. The City Clerk is hereby directed to submit a certified copy of this Ordinance to the St. Louis County Assessor, who is directed to determine the total equalized assessed value of all taxable real property within RPA 1-B as of the date of this Ordinance, by adding together the most recently ascertained equalized assessed value of each taxable lot, block, tract or parcel of real property within RPA 1-B, and shall certify such amount as the total initial equalized assessed value of the taxable real property within RPA 1-B.

Section 8. The Mayor of the City or his designated representatives are hereby authorized to take any and all actions as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the City Council being necessary to authorize such action by the Mayor or his designated representatives.

Section 9. The Mayor of the City or his designated representatives, with the advice and concurrence of the City Attorney, is hereby further authorized to make any changes to the documents, agreements, and instruments approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the City Council being necessary to authorize such changes by the Mayor or his designated representatives.

Section 10. It is hereby declared to be the intention of the City Council that each and every part, section, and subsection of this Ordinance shall be separate and severable from each and every other part, section, and subsection hereof and that the City Council intends to adopt each said part, section, and subsection separately and independently of any other part, section, and subsection. In the event that any part, section, or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 11. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2023.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: _____

BILL NO. 3428 _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REDEVELOPMENT PROJECT PURSUANT TO THE REAL PROPERTY TAX INCREMENT ALLOCATION REDEVELOPMENT ACT, SECTIONS 99.800 TO 99.865 OF THE REVISED STATUTES OF MISSOURI, AS AMENDED, FOR THAT PORTION OF THE REDEVELOPMENT AREA DESIGNATED AS RPA 1-C UNDER THE CHESTERFIELD TAX INCREMENT FINANCING REDEVELOPMENT PLAN & PROJECT; ADOPTING TAX INCREMENT FINANCING WITHIN RPA 1-C; MAKING FINDINGS WITH RESPECT THERETO; ESTABLISHING A SPECIAL ALLOCATION FUND WITH RESPECT TO RPA 1-C; AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS AND OFFICERS; AND CONTAINING A SEVERABILITY CLAUSE.

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

WHEREAS, the City has established the Chesterfield Regional Tax Increment Financing Commission of the City of Chesterfield, Missouri (the “TIF Commission”), in accordance with the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the “TIF Act”); and

WHEREAS, the TIF Commission is duly constituted according to the TIF Act, and is authorized to transact business, exercise its powers, and to hold public hearings with respect to proposed redevelopment areas and redevelopment plans and to make recommendations thereon to the City; and

WHEREAS, staff and consultants of the City prepared a plan for redevelopment titled “Chesterfield Regional Tax Increment Financing Redevelopment Plan & Project” dated [October 21, 2022], as revised and amended and on file with the City Clerk (the “Redevelopment Plan”), for an area including approximately 216.39 acres of real property generally bounded by Wild Horse Creek Road and S. Outer 40 Road to the north, Clarkson Road to the east, Chesterfield Parkway to the south and a riparian corridor to the west (the “Redevelopment Area”), which Redevelopment Area is more fully described in the Redevelopment Plan; and

WHEREAS, the Redevelopment Plan divides the Redevelopment Area into multiple redevelopment project areas (each, an “RPA”); and

WHEREAS, the Redevelopment Plan envisions multiple projects across the RPAs (as further described in the Redevelopment Plan, the “Redevelopment Project(s)”, with each RPA being redeveloped for a mix of uses, including residential, retail, commercial, and public gathering spaces (as further described in the Redevelopment Plan); and

WHEREAS, the Redevelopment Plan envisions that the Redevelopment Projects (as defined in the Redevelopment Plan) will renovate, rehabilitate, redevelop, and reconstruct existing improvements, or construct or install new improvements within each RPA in order to meet the objectives of the Redevelopment Plan, all as further discussed therein; and

WHEREAS, after all proper notice was given, the TIF Commission held a public hearing in conformance with the TIF Act that commenced on November 1, 2022 and was closed on November 21, 2022, at which the TIF Commission received comments from all interested persons and affected taxing districts relative to the Redevelopment Area, the Redevelopment Plan, and the Redevelopment Project; and

WHEREAS, on November 21, 2022, by majority vote, the TIF Commission passed a resolution (the “Resolution”) to recommend that the City Council, among other things, adopt an ordinance in the form required by the TIF Act: (i) adopting tax increment financing within the Redevelopment Area; (ii) approving the Redevelopment Plan; (iii) approving and designating the Redevelopment Area as a “redevelopment area” as provided in the TIF Act and approving each RPA; and (iv) approving the Redevelopment Project as described within the Redevelopment Plan; and

WHEREAS, Wildhorse Village, LP, and TSG Downtown Chesterfield Redevelopment, LLC (collectively, the “Developers” and each a “Developer”), have each demonstrated that the Redevelopment Project would not reasonably be anticipated to be developed without the adoption of tax increment financing and, therefore, the redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan is not financially feasible and would not otherwise be completed without the adoption of tax increment financing; and

WHEREAS, the Redevelopment Plan describes RPA 1-C, in part, as a portion of the Redevelopment Area located at the Chesterfield Mall property (referred to in this Ordinance as “RPA 1-C”); and

WHEREAS, the Redevelopment Plan states that the Redevelopment Project components for RPA 1-C consist of, among other things, the construction of building space, including parking spaces, apartment units, and commercial office buildings (the “RPA 1-C Redevelopment Project”); and

WHEREAS, the Redevelopment Area qualifies for the use of tax increment financing to alleviate the conditions that qualify it as a “blighted area” as provided in the TIF Act; and

WHEREAS, the City Council of the City (the “City Council”) has received the Resolution and hereby finds and determines that it is necessary and desirable and in the best interests of the City to approve the RPA 1-C Redevelopment Project, to adopt tax increment financing within the portion of the Redevelopment Area known as RPA 1-C and to establish a special allocation fund for RPA 1-C in order to provide for the promotion of the general welfare through the redevelopment of RPA 1-C, in accordance with the Redevelopment Plan which redevelopment includes, but is not limited to, assistance in the physical, economic, and social development of the City, providing for a stabilized economy and plan for the optimal growth of the City, encouragement of a sense of community identity, safety, and civic pride, and redevelopment of key properties in the City.

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

Section 1. The City hereby adopts and approves the RPA 1-C Redevelopment Project as described in the Redevelopment Plan.

Section 2. Pursuant to the TIF Act, the estimated dates of completion of the RPA 1-C Redevelopment Project and the retirement of the financial obligations issued to pay for certain redevelopment project costs relating thereto will not be more than 23 years from the date of this Ordinance.

Section 3. There is hereby created and ordered to be established within the treasury of the City a separate fund to be known as the “*Chesterfield Regional Special Allocation Fund – RPA 1-C.*” To the extent permitted by law and except as otherwise provided in the Redevelopment Plan, the City hereby pledges funds in the Chesterfield Regional Special Allocation Fund – RPA 1-C for the payment of Redevelopment Project costs and obligations incurred in the payment thereof.

Section 4. Tax increment financing is hereby adopted within RPA 1-C. After the total equalized assessed valuation of the taxable real property in RPA 1-C exceeds the certified total initial equalized assessed valuation of the taxable real property in RPA 1-C, the ad valorem taxes, and payments in lieu of taxes, if any, arising from the levies upon taxable real property in RPA 1-C by taxing districts and tax rates determined in the manner provided in Section 99.855.2 of the TIF Act each year after the effective date of this Ordinance until RPA 1-C Redevelopment Project costs have been paid shall be divided as follows:

- A. The portion of taxes, penalties, and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in RPA 1-C shall be allocated to and, when collected, shall be paid by the City Clerk, Assistant to the Mayor or other City official designated by the Mayor ("City Official") to the respected affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.
- B. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in RPA 1-C and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property in RPA 1-C shall be allocated to and, when collected shall be paid to the City Official, who shall deposit such payments in lieu of taxes into the Chesterfield Regional Special Allocation Fund – RPA 1-C for the purpose of paying Redevelopment Project costs and obligations incurred in the payment thereof. Payments in lieu of taxes which are due and owing shall constitute a lien against the RPA 1-C real estate from which they are derived and shall be collected in the same manner as the real property tax, including the assessment of penalties and interest where applicable.

Section 5. In addition to the payments in lieu of taxes described in Section 4 of this Ordinance; 50% of the total additional revenue from taxes, penalties and interest which are imposed by the City or other taxing district, and which are generated by economic activities within RPA 1-C over the amount of such taxes generated by economic activities within RPA 1-C in the calendar year prior to the adoption of this Ordinance, while tax increment financing remains

in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, or taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, taxes imposed on sales pursuant to subsection 2 of Section 67.1712 of the Revised Statutes of Missouri, as amended, for the purpose of operating and maintaining a metropolitan park and recreation district, licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, or taxes imposed on sales under and pursuant to Section 67.700 or 650.399 of the Revised Statutes of Missouri, as amended, for the purpose of emergency communication systems, shall be allocated to, and paid by the collecting officer to the City Official or other designated financial officer of the City who shall deposit such funds in a separate segregated account within the Chesterfield Regional Special Allocation Fund – RPA 1-C.

Section 6. The City is hereby authorized to enter into agreements or contracts with other taxing districts as is necessary to ensure the allocation and collection of the taxes and payments in lieu of taxes described in Section 4 and Section 5 of this Ordinance and the deposit of the said taxes or payments in lieu of taxes into the Chesterfield Regional Special Allocation Fund – RPA 1-C for the payment of Redevelopment Project costs and obligations incurred in the payment thereof, all in accordance with the TIF Act.

Section 7. The City Clerk is hereby directed to submit a certified copy of this Ordinance to the St. Louis County Assessor, who is directed to determine the total equalized assessed value of all taxable real property within RPA 1-C as of the date of this Ordinance, by adding together the most recently ascertained equalized assessed value of each taxable lot, block, tract or parcel of real property within RPA 1-C, and shall certify such amount as the total initial equalized assessed value of the taxable real property within RPA 1-C.

Section 8. The Mayor of the City or his designated representatives are hereby authorized to take any and all actions as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the City Council being necessary to authorize such action by the Mayor or his designated representatives.

Section 9. The Mayor of the City or his designated representatives, with the advice and concurrence of the City Attorney, is hereby further authorized to

make any changes to the documents, agreements, and instruments approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the City Council being necessary to authorize such changes by the Mayor or his designated representatives.

Section 10. It is hereby declared to be the intention of the City Council that each and every part, section, and subsection of this Ordinance shall be separate and severable from each and every other part, section, and subsection hereof and that the City Council intends to adopt each said part, section, and subsection separately and independently of any other part, section, and subsection. In the event that any part, section, or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 11. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2023.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: _____

BILL NO. 3429

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REDEVELOPMENT PROJECT PURSUANT TO THE REAL PROPERTY TAX INCREMENT ALLOCATION REDEVELOPMENT ACT, SECTIONS 99.800 TO 99.865 OF THE REVISED STATUTES OF MISSOURI, AS AMENDED, FOR THAT PORTION OF THE REDEVELOPMENT AREA DESIGNATED AS RPA 1-D UNDER THE CHESTERFIELD TAX INCREMENT FINANCING REDEVELOPMENT PLAN & PROJECT; ADOPTING TAX INCREMENT FINANCING WITHIN RPA 1-D; MAKING FINDINGS WITH RESPECT THERETO; ESTABLISHING A SPECIAL ALLOCATION FUND WITH RESPECT TO RPA 1-D; AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS AND OFFICERS; AND CONTAINING A SEVERABILITY CLAUSE.

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

WHEREAS, the City has established the Chesterfield Regional Tax Increment Financing Commission of the City of Chesterfield, Missouri (the “TIF Commission”), in accordance with the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the “TIF Act”); and

WHEREAS, the TIF Commission is duly constituted according to the TIF Act, and is authorized to transact business, exercise its powers, and to hold public hearings with respect to proposed redevelopment areas and redevelopment plans and to make recommendations thereon to the City; and

WHEREAS, staff and consultants of the City prepared a plan for redevelopment titled “Chesterfield Regional Tax Increment Financing Redevelopment Plan & Project” dated [October 21, 2022], as revised and amended and on file with the City Clerk (the “Redevelopment Plan”), for an area including approximately 216.39 acres of real property generally bounded by Wild Horse Creek Road and S. Outer 40 Road to the north, Clarkson Road to the east, Chesterfield Parkway to the south and a riparian corridor to the west (the “Redevelopment Area”), which Redevelopment Area is more fully described in the Redevelopment Plan; and

WHEREAS, the Redevelopment Plan divides the Redevelopment Area into multiple redevelopment project areas (each, an “RPA”); and

WHEREAS, the Redevelopment Plan envisions multiple projects across the RPAs (as further described in the Redevelopment Plan, the “Redevelopment Project(s)”, with each RPA being redeveloped for a mix of uses, including residential, retail, commercial, and public gathering spaces (as further described in the Redevelopment Plan); and

WHEREAS, the Redevelopment Plan envisions that the Redevelopment Projects (as defined in the Redevelopment Plan) will renovate, rehabilitate, redevelop, and reconstruct existing improvements, or construct or install new improvements within each RPA in order to meet the objectives of the Redevelopment Plan, all as further discussed therein; and

WHEREAS, after all proper notice was given, the TIF Commission held a public hearing in conformance with the TIF Act that commenced on November 1, 2022 and was closed on November 21, 2022, at which the TIF Commission received comments from all interested persons and affected taxing districts relative to the Redevelopment Area, the Redevelopment Plan, and the Redevelopment Project; and

WHEREAS, on November 21, 2022, by majority vote, the TIF Commission passed a resolution (the “Resolution”) to recommend that the City Council, among other things, adopt an ordinance in the form required by the TIF Act: (i) adopting tax increment financing within the Redevelopment Area; (ii) approving the Redevelopment Plan; (iii) approving and designating the Redevelopment Area as a “redevelopment area” as provided in the TIF Act and approving each RPA; and (iv) approving the Redevelopment Project as described within the Redevelopment Plan; and

WHEREAS, Wildhorse Village, LP, and TSG Downtown Chesterfield Redevelopment, LLC (collectively, the “Developers” and each a “Developer”), have each demonstrated that the Redevelopment Project would not reasonably be anticipated to be developed without the adoption of tax increment financing and, therefore, the redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan is not financially feasible and would not otherwise be completed without the adoption of tax increment financing; and

WHEREAS, the Redevelopment Plan describes RPA 1-D, in part, as a portion of the Redevelopment Area located at the Chesterfield Mall property (referred to in this Ordinance as “RPA 1-D”); and

WHEREAS, the Redevelopment Plan states that the Redevelopment Project components for RPA 1-D consist of, among other things, the construction of building space, including parking spaces, retail space, and commercial office buildings (the “RPA 1-D Redevelopment Project”); and

WHEREAS, the Redevelopment Area qualifies for the use of tax increment financing to alleviate the conditions that qualify it as a “blighted area” as provided in the TIF Act; and

WHEREAS, the City Council of the City (the “City Council”) has received the Resolution and hereby finds and determines that it is necessary and desirable and in the best interests of the City to approve the RPA 1-D Redevelopment Project, to adopt tax increment financing within the portion of the Redevelopment Area known as RPA 1-D and to establish a special allocation fund for RPA 1-D in order to provide for the promotion of the general welfare through the redevelopment of RPA 1-D, in accordance with the Redevelopment Plan which redevelopment includes, but is not limited to, assistance in the physical, economic, and social development of the City, providing for a stabilized economy and plan for the optimal growth of the City, encouragement of a sense of community identity, safety, and civic pride, and redevelopment of key properties in the City.

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

Section 1. The City hereby adopts and approves the RPA 1-D Redevelopment Project as described in the Redevelopment Plan.

Section 2. Pursuant to the TIF Act, the estimated dates of completion of the RPA 1-D Redevelopment Project and the retirement of the financial obligations issued to pay for certain redevelopment project costs relating thereto will not be more than 23 years from the date of this Ordinance.

Section 3. There is hereby created and ordered to be established within the treasury of the City a separate fund to be known as the “*Chesterfield Regional Special Allocation Fund – RPA 1-D.*” To the extent permitted by law and except as otherwise provided in the Redevelopment Plan, the City hereby pledges funds in the Chesterfield Regional Special Allocation Fund – RPA 1-D for the payment of Redevelopment Project costs and obligations incurred in the payment thereof.

Section 4. Tax increment financing is hereby adopted within RPA 1-D. After the total equalized assessed valuation of the taxable real property in RPA 1-D exceeds the certified total initial equalized assessed valuation of the taxable real property in RPA 1-D, the ad valorem taxes, and payments in lieu of taxes, if any, arising from the levies upon taxable real property in RPA 1-D by taxing districts and tax rates determined in the manner provided in Section 99.855.2 of the TIF Act each year after the effective date of this Ordinance until RPA 1-D Redevelopment Project costs have been paid shall be divided as follows:

- A. The portion of taxes, penalties, and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in RPA 1-D shall be allocated to and, when collected, shall be paid by the City Clerk, Assistant to the Mayor or other City official designated by the Mayor ("City Official") to the respected affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.
- B. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in RPA 1-D and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property in RPA 1-D shall be allocated to and, when collected shall be paid to the City Official, who shall deposit such payments in lieu of taxes into the Chesterfield Regional Special Allocation Fund – RPA 1-D for the purpose of paying Redevelopment Project costs and obligations incurred in the payment thereof. Payments in lieu of taxes which are due and owing shall constitute a lien against the RPA 1-D real estate from which they are derived and shall be collected in the same manner as the real property tax, including the assessment of penalties and interest where applicable.

Section 5. In addition to the payments in lieu of taxes described in Section 4 of this Ordinance; 50% of the total additional revenue from taxes, penalties and interest which are imposed by the City or other taxing district, and which are generated by economic activities within RPA 1-D over the amount of such taxes generated by economic activities within RPA 1-D in the calendar year prior to the adoption of this Ordinance, while tax increment financing remains

in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, or taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, taxes imposed on sales pursuant to subsection 2 of Section 67.1712 of the Revised Statutes of Missouri, as amended, for the purpose of operating and maintaining a metropolitan park and recreation district, licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, or taxes imposed on sales under and pursuant to Section 67.700 or 650.399 of the Revised Statutes of Missouri, as amended, for the purpose of emergency communication systems, shall be allocated to, and paid by the collecting officer to the City Official or other designated financial officer of the City who shall deposit such funds in a separate segregated account within the Chesterfield Regional Special Allocation Fund – RPA 1-D.

Section 6. The City is hereby authorized to enter into agreements or contracts with other taxing districts as is necessary to ensure the allocation and collection of the taxes and payments in lieu of taxes described in Section 4 and Section 5 of this Ordinance and the deposit of the said taxes or payments in lieu of taxes into the Chesterfield Regional Special Allocation Fund – RPA 1-D for the payment of Redevelopment Project costs and obligations incurred in the payment thereof, all in accordance with the TIF Act.

Section 7. The City Clerk is hereby directed to submit a certified copy of this Ordinance to the St. Louis County Assessor, who is directed to determine the total equalized assessed value of all taxable real property within RPA 1-D as of the date of this Ordinance, by adding together the most recently ascertained equalized assessed value of each taxable lot, block, tract or parcel of real property within RPA 1-D, and shall certify such amount as the total initial equalized assessed value of the taxable real property within RPA 1-D.

Section 8. The Mayor of the City or his designated representatives are hereby authorized to take any and all actions as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the City Council being necessary to authorize such action by the Mayor or his designated representatives.

Section 9. The Mayor of the City or his designated representatives, with the advice and concurrence of the City Attorney, is hereby further authorized to

make any changes to the documents, agreements, and instruments approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the City Council being necessary to authorize such changes by the Mayor or his designated representatives.

Section 10. It is hereby declared to be the intention of the City Council that each and every part, section, and subsection of this Ordinance shall be separate and severable from each and every other part, section, and subsection hereof and that the City Council intends to adopt each said part, section, and subsection separately and independently of any other part, section, and subsection. In the event that any part, section, or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 11. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2023.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: _____

BILL NO. 3430

ORDINANCE NO.

AN ORDINANCE APPROVING A REDEVELOPMENT PROJECT PURSUANT TO THE REAL PROPERTY TAX INCREMENT ALLOCATION REDEVELOPMENT ACT, SECTIONS 99.800 TO 99.865 OF THE REVISED STATUTES OF MISSOURI, AS AMENDED, FOR THAT PORTION OF THE REDEVELOPMENT AREA DESIGNATED AS RPA 3 UNDER THE CHESTERFIELD TAX INCREMENT FINANCING REDEVELOPMENT PLAN & PROJECT; ADOPTING TAX INCREMENT FINANCING WITHIN RPA 3; MAKING FINDINGS WITH RESPECT THERETO; ESTABLISHING A SPECIAL ALLOCATION FUND WITH RESPECT TO RPA 3; AUTHORIZING CERTAIN ACTIONS BY CITY OFFICIALS AND OFFICERS; AND CONTAINING A SEVERABILITY CLAUSE.

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

WHEREAS, the City has established the Chesterfield Regional Tax Increment Financing Commission of the City of Chesterfield, Missouri (the “TIF Commission”), in accordance with the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the “TIF Act”); and

WHEREAS, the TIF Commission is duly constituted according to the TIF Act, and is authorized to transact business, exercise its powers, and to hold public hearings with respect to proposed redevelopment areas and redevelopment plans and to make recommendations thereon to the City; and

WHEREAS, staff and consultants of the City prepared a plan for redevelopment titled “Chesterfield Regional Tax Increment Financing Redevelopment Plan & Project” dated [October 21, 2022], as revised and amended and on file with the City Clerk (the “Redevelopment Plan”), for an area including approximately 216.39 acres of real property generally bounded by Wild Horse Creek Road and S. Outer 40 Road to the north, Clarkson Road to the east, Chesterfield Parkway to the south and a riparian corridor to the west (the “Redevelopment Area”), which Redevelopment Area is more fully described in the Redevelopment Plan; and

WHEREAS, the Redevelopment Plan divides the Redevelopment Area into multiple redevelopment project areas (each, an “RPA”); and

WHEREAS, the Redevelopment Plan envisions multiple projects across the RPAs (as further described in the Redevelopment Plan, the “Redevelopment Project(s)”, with each RPA being redeveloped for a mix of uses, including residential, retail, commercial, and public gathering spaces (as further described in the Redevelopment Plan); and

WHEREAS, the Redevelopment Plan envisions that the Redevelopment Projects (as defined in the Redevelopment Plan) will renovate, rehabilitate, redevelop, and reconstruct existing improvements, or construct or install new improvements within each RPA in order to meet the objectives of the Redevelopment Plan, all as further discussed therein; and

WHEREAS, after all proper notice was given, the TIF Commission held a public hearing in conformance with the TIF Act that commenced on November 1, 2022 and was closed on November 21, 2022, at which the TIF Commission received comments from all interested persons and affected taxing districts relative to the Redevelopment Area, the Redevelopment Plan, and the Redevelopment Project; and

WHEREAS, on November 21, 2022, by majority vote, the TIF Commission passed a resolution (the “Resolution”) to recommend that the City Council, among other things, adopt an ordinance in the form required by the TIF Act: (i) adopting tax increment financing within the Redevelopment Area; (ii) approving the Redevelopment Plan; (iii) approving and designating the Redevelopment Area as a “redevelopment area” as provided in the TIF Act and approving each RPA; and (iv) approving the Redevelopment Project as described within the Redevelopment Plan; and

WHEREAS, Wildhorse Village, LP, and TSG Downtown Chesterfield Redevelopment, LLC (collectively, the “Developers” and each a “Developer”), have each demonstrated that the Redevelopment Project would not reasonably be anticipated to be developed without the adoption of tax increment financing and, therefore, the redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan is not financially feasible and would not otherwise be completed without the adoption of tax increment financing; and

WHEREAS, the Redevelopment Plan describes RPA 3, in part, as a portion of the Redevelopment Area located at the Chesterfield Mall property (referred to in this Ordinance as “RPA 3”); and

WHEREAS, the Redevelopment Plan states that the Redevelopment Project components for RPA 3 consist of, among other things, the improvement and construction of roadways and traffic signalization, off-street parking, utilities (water, electrical, gas), storm sewers and detention, etc. for various projects within the City (the “RPA 3 Redevelopment Project”); and

WHEREAS, the Redevelopment Area qualifies for the use of tax increment financing to alleviate the conditions that qualify it as a “blighted area” as provided in the TIF Act; and

WHEREAS, the City Council of the City (the “City Council”) has received the Resolution and hereby finds and determines that it is necessary and desirable and in the best interests of the City to approve the RPA 3 Redevelopment Project, to adopt tax increment financing within the portion of the Redevelopment Area known as RPA 3 and to establish a special allocation fund for RPA 3 in order to provide for the promotion of the general welfare through the redevelopment of RPA 3, in accordance with the Redevelopment Plan which redevelopment includes, but is not limited to, assistance in the physical, economic, and social development of the City, providing for a stabilized economy and plan for the optimal growth of the City, encouragement of a sense of community identity, safety, and civic pride, and redevelopment of key properties in the City.

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

Section 1. The City hereby adopts and approves the RPA 3 Redevelopment Project as described in the Redevelopment Plan.

Section 2. Pursuant to the TIF Act, the estimated dates of completion of the RPA 3 Redevelopment Project and the retirement of the financial obligations issued to pay for certain redevelopment project costs relating thereto will not be more than 23 years from the date of this Ordinance.

Section 3. There is hereby created and ordered to be established within the treasury of the City a separate fund to be known as the “*Chesterfield Regional Special Allocation Fund – RPA 3.*” To the extent permitted by law and except as otherwise provided in the Redevelopment Plan, the City hereby pledges funds in

the Chesterfield Regional Special Allocation Fund – RPA 3 for the payment of Redevelopment Project costs and obligations incurred in the payment thereof.

Section 4. Tax increment financing is hereby adopted within RPA 3. After the total equalized assessed valuation of the taxable real property in RPA 3 exceeds the certified total initial equalized assessed valuation of the taxable real property in RPA 3, the ad valorem taxes, and payments in lieu of taxes, if any, arising from the levies upon taxable real property in RPA 3 by taxing districts and tax rates determined in the manner provided in Section 99.855.2 of the TIF Act each year after the effective date of this Ordinance until RPA 3 Redevelopment Project costs have been paid shall be divided as follows:

- A. The portion of taxes, penalties, and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in RPA 3 shall be allocated to and, when collected, shall be paid by the City Clerk, Assistant to the Mayor or other City official designated by the Mayor (“City Official”) to the respected affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.
- B. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in RPA 3 and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property in RPA 3 shall be allocated to and, when collected shall be paid to the City Official, who shall deposit such payments in lieu of taxes into the Chesterfield Regional Special Allocation Fund – RPA 3 for the purpose of paying Redevelopment Project costs and obligations incurred in the payment thereof. Payments in lieu of taxes which are due and owing shall constitute a lien against the RPA 3 real estate from which they are derived and shall be collected in the same manner as the real property tax, including the assessment of penalties and interest where applicable.

Section 5. In addition to the payments in lieu of taxes described in Section 4 of this Ordinance; 50% of the total additional revenue from taxes, penalties and interest which are imposed by the City or other taxing district, and which are generated by economic activities within RPA 3 over the amount of such

taxes generated by economic activities within RPA 3 in the calendar year prior to the adoption of this Ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 of the Revised Statutes of Missouri, as amended, or taxes levied for the purpose of public transportation pursuant to Section 94.660 of the Revised Statutes of Missouri, as amended, taxes imposed on sales pursuant to subsection 2 of Section 67.1712 of the Revised Statutes of Missouri, as amended, for the purpose of operating and maintaining a metropolitan park and recreation district, licenses, fees or special assessments other than payments in lieu of taxes and penalties and interest thereon, or taxes imposed on sales under and pursuant to Section 67.700 or 650.399 of the Revised Statutes of Missouri, as amended, for the purpose of emergency communication systems, shall be allocated to, and paid by the collecting officer to the City Official or other designated financial officer of the City who shall deposit such funds in a separate segregated account within the Chesterfield Regional Special Allocation Fund – RPA 3.

Section 6. The City is hereby authorized to enter into agreements or contracts with other taxing districts as is necessary to ensure the allocation and collection of the taxes and payments in lieu of taxes described in Section 4 and Section 5 of this Ordinance and the deposit of the said taxes or payments in lieu of taxes into the Chesterfield Regional Special Allocation Fund – RPA 3 for the payment of Redevelopment Project costs and obligations incurred in the payment thereof, all in accordance with the TIF Act.

Section 7. The City Clerk is hereby directed to submit a certified copy of this Ordinance to the St. Louis County Assessor, who is directed to determine the total equalized assessed value of all taxable real property within RPA 3 as of the date of this Ordinance, by adding together the most recently ascertained equalized assessed value of each taxable lot, block, tract or parcel of real property within RPA 3, and shall certify such amount as the total initial equalized assessed value of the taxable real property within RPA 3.

Section 8. The Mayor of the City or his designated representatives are hereby authorized to take any and all actions as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the City Council being necessary to authorize such action by the Mayor or his designated representatives.

Section 9. The Mayor of the City or his designated representatives, with the advice and concurrence of the City Attorney, is hereby further authorized to make any changes to the documents, agreements, and instruments approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the City Council being necessary to authorize such changes by the Mayor or his designated representatives.

Section 10. It is hereby declared to be the intention of the City Council that each and every part, section, and subsection of this Ordinance shall be separate and severable from each and every other part, section, and subsection hereof and that the City Council intends to adopt each said part, section, and subsection separately and independently of any other part, section, and subsection. In the event that any part, section, or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 11. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2023.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: _____

BILL NO. 3489

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY OF CHESTERFIELD, MISSOURI TO INITIATE CONDEMNATION PROCEEDINGS TO TERMINATE A LEASE; AND AUTHORIZING CERTAIN CITY OFFICIALS AND OFFICERS TO EXECUTE ALL INSTRUMENTS NECESSARY TO CARRY OUT THE INTENT OF THIS ORDINANCE.

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

WHEREAS, the power of eminent domain is expressly granted to the City pursuant to Chapter 353 of the Revised Statutes of Missouri, as amended (“RSMo”); and

WHEREAS, on August 7, 2023, the City Council of the City passed and the Mayor approved Ordinance No. 3250 that, among other things, (i) declared a certain area of the City as a “blighted area” as defined under Chapter 353, RSMo, and (ii) adopted the “Chesterfield Regional 353 Development Plan & Project” (as may be amended from time to time, the “Development Plan”), all in accordance with Chapter 353 RSMo; and

WHEREAS, on August 7, 2023, the City Council of the City passed and the Mayor approved Ordinance No. 3251 that, among other things, approved a Redevelopment Agreement by and between the City and TSG Downtown Chesterfield Redevelopment, LLC dated August 7, 2023, relating to the implementation of the Development Plan (as amended and supplemented from time to time, the “Agreement”); and

WHEREAS, the City has identified property, within the area of the Development Plan, for the present and future needs of serving the public and the public purposes in accordance with the Development Plan and in furtherance of the Redevelopment Project (as defined in the Agreement); and

WHEREAS, the City has identified a certain “Lease” (encumbering a portion of the property within the area of the Development Plan), which “Lease” is dated September 16, 2005, and was originally entered into by and between Chesterfield Parcel LLC, as landlord, and The Cheesecake Factory Restaurants, Inc., as tenant for the premise located at 2028 Chesterfield Center, Chesterfield, Missouri 63017 (the “Lease”); and

WHEREAS, TSG Downtown Chesterfield Redevelopment LLC is the current landlord under the Lease; and

WHEREAS, the City has determined that it is necessary and proper for the City to terminate the Lease through its powers of eminent domain, and as further described in the Development Plan, the Agreement, and pursuant to Chapter 353 RSMo.

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

Section 1. The City has determined that it is necessary and proper for the City to terminate the Lease pursuant to Chapter 353 RSMo, and in accordance with the Development Plan and the Agreement.

Section 2. The Lease is to be terminated by the City through its powers of eminent domain authorized by Chapter 353 RSMo and as further provided in the Development Plan, the Agreement, and in accordance with Chapter 523, RSMo.

Section 3. The Mayor of the City or his designated representatives are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance, and to execute and deliver for and on behalf of the City all certificates, instruments, agreements or other documents as may be necessary, desirable, convenient or proper to perform all matters herein authorized, with no such further action of the City Council being necessary to authorize the Mayor or his designated representatives to do same.

Section 4. It is hereby declared to be the intention of the City Council that each and every part, section, and subsection of this Ordinance shall be separate and severable from each and every other part, section, and subsection hereof and that the City Council intends to adopt each said part, section, and subsection separately and independently of any other part, section, and subsection. In the event that any part, section, or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 5. The WHEREAS clauses of this Ordinance are hereby incorporated herein by reference.

[The remainder of this page is intentionally left blank.]

Section 6. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Passed and approved this _____ day of _____, 2024.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

FIRST READING HELD: _____

Vickie McGownd, CITY CLERK

BILL NO. 3490

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY OF CHESTERFIELD, MISSOURI TO INITIATE CONDEMNATION PROCEEDINGS TO ACQUIRE PROPERTY; AND AUTHORIZING CERTAIN CITY OFFICIALS AND OFFICERS TO EXECUTE ALL INSTRUMENTS NECESSARY TO CARRY OUT THE INTENT OF THIS ORDINANCE.

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

WHEREAS, the power of eminent domain is expressly granted to the City pursuant to Chapter 353 of the Revised Statutes of Missouri, as amended (“RSMo”); and

WHEREAS, on August 7, 2023, the City Council of the City passed and the Mayor approved Ordinance No. 3250 that, among other things, (i) declared a certain area of the City as a “blighted area” as defined under Chapter 353, RSMo, and (ii) adopted the “Chesterfield Regional 353 Development Plan & Project” (as may be amended from time to time, the “Development Plan”), all in accordance with Chapter 353 RSMo; and

WHEREAS, on August 7, 2023, the City Council of the City passed and the Mayor approved Ordinance No. 3251 that, among other things, approved a Redevelopment Agreement by and between the City and TSG Downtown Chesterfield Redevelopment, LLC dated August 7, 2023, relating to the implementation of the Development Plan (as amended and supplemented from time to time, the “Agreement”); and

WHEREAS, the City has identified property, within the area of the Development Plan, for the present and future needs of serving the public and the public purposes in accordance with the Development Plan and in furtherance of the Redevelopment Project (as defined in the Agreement); and

WHEREAS, the City needs to acquire the property known as Parcel Locator Number 18S130070 by the Assessor’s Office of St. Louis County, Missouri, and as legally described on **EXHIBIT A**, attached hereto and incorporated herein by reference (the “Property”) to serve the public and the public purposes in accordance with the Development Plan and in furtherance of the Redevelopment Project; and

WHEREAS, the City has determined that it is necessary and proper for the City to acquire the Property through its powers of eminent domain, and as

further described in the Development Plan, the Agreement, and pursuant to Chapter 353 RSMo.

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

SECTION 1. The City has determined that it is necessary and proper for the City to acquire the Property pursuant to Chapter 353 RSMo, and in accordance with the Development Plan and the Agreement.

SECTION 2. The Property is to be acquired by the City through its powers of eminent domain authorized by Chapter 353 RSMo and as further provided the Development Plan, the Agreement, and in accordance with Chapter 523, RSMo.

SECTION 3. The Mayor of the City or his designated representatives are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance, and to execute and deliver for and on behalf of the City all certificates, instruments, agreements or other documents as may be necessary, desirable, convenient or proper to perform all matters herein authorized, with no such further action of the City Council being necessary to authorize the Mayor or his designated representatives to do same.

SECTION 4. It is hereby declared to be the intention of the City Council that each and every part, section, and subsection of this Ordinance shall be separate and severable from each and every other part, section, and subsection hereof and that the City Council intends to adopt each said part, section, and subsection separately and independently of any other part, section, and subsection. In the event that any part, section, or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION 5. The WHEREAS clauses of this Ordinance are hereby incorporated herein by reference.

Section 6. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Passed and approved this _____ day of _____, 2024.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

FIRST READING HELD: _____

Vickie McGownd, CITY CLERK

EXHIBIT A

Legal Description of Property

Lot C101E of Chesterfield Village Area "A" Phase One, a subdivision in St. Louis County, Missouri, according to the plat thereof recorded in Plat Book 158 Pages 96 and 97 of the St. Louis County Records, being more particularly described as follows: Commencing at the Northern most corner of Lot C101F; thence North 07 degrees 41 minutes 25 seconds East, 177.14 feet to the Southwest corner of Lot C101E and the TRUE POINT OF BEGINNING of the herein described tract; thence along the West line of said Lot, North 07 degrees 41 minutes 25 seconds East, 649.99 feet to the Northwest corner of said Lot; thence along the North line of said Lot the following three (3) calls: Thence North 59 degrees 47 minutes 31 seconds East, 334.47 feet; thence North 27 degrees 13 minutes 31 seconds East, 85.00 feet; thence North 01 degree 19 minutes 07 seconds East, 74.92 feet of the Northeast corner of said Lot; thence along the East line of said Lot the following Three (3) calls: thence South 35 degrees 00 minutes 01 seconds East, 60.00 feet; thence South 27 degrees 13 minutes 31 seconds West, 233.25 feet; thence South 13 degrees 31 minutes 44 seconds East, 419.01 feet to the Southeast corner of said Lot; thence along the South line of said Lot the following three (3) calls: thence South 76 degrees 28 minutes 16 seconds West, 134.35 feet; thence along a curve to the left having a chord bearing South 56 degrees 04 minutes 47 seconds West, 278.73 feet, a radius of 400.00 feet, and an arc length of 284.70 feet; thence South 35 degrees 41 minutes 25 seconds West, 137.91 feet to the Southwest corner of said Lot and the point of beginning.

Commonly known as: 595 Chesterfield Ctr, Chesterfield, MO 63017

AN ORDINANCE AUTHORIZING THE CITY OF CHESTERFIELD, MISSOURI TO INITIATE CONDEMNATION PROCEEDINGS TO TERMINATE THAT AMENDED AND RESTATED EASEMENT, RESTRICTION AND OPERATING AGREEMENT, AS AMENDED, AND FURTHER SUPPLEMENTED BY THE CHESTERFIELD MALL SUPPLEMENTAL AGREEMENT; AND AUTHORIZING CERTAIN CITY OFFICIALS AND OFFICERS TO EXECUTE ALL INSTRUMENTS NECESSARY TO CARRY OUT THE INTENT OF THIS ORDINANCE.

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

WHEREAS, the power of eminent domain is expressly granted to the City pursuant to Chapter 353 of the Revised Statutes of Missouri, as amended (“RSMo”); and

WHEREAS, on August 7, 2023, the City Council of the City passed and the Mayor approved Ordinance No. 3250 that, among other things, (i) declared a certain area of the City as a “blighted area” as defined under Chapter 353, RSMo, and (ii) adopted the “Chesterfield Regional 353 Development Plan & Project” (as may be amended from time to time, the “Development Plan”), all in accordance with Chapter 353 RSMo; and

WHEREAS, on August 7, 2023, the City Council of the City passed and the Mayor approved Ordinance No. 3251 that, among other things, approved a Redevelopment Agreement by and between the City and TSG Downtown Chesterfield Redevelopment, LLC dated August 7, 2023, relating to the implementation of the Development Plan (as amended and supplemented from time to time, the “Agreement”); and

WHEREAS, the City has identified property, within the area of the Development Plan, for the present and future needs of serving the public and the public purposes in accordance with the Development Plan and in furtherance of the Redevelopment Project (as defined in the Agreement); and

WHEREAS, the City has identified that certain Amended and Restated Easement, Restriction and Operating Agreement by and among St. Louis West Joint Venture, Sears, Roebuck and Co., Construction Developers, Incorporated, Dillard’s Department Stores, Inc., and The May Department Stores dated November 1, 1995, as amended from time to time (the “A&R”), and as further

supplemented by the Chesterfield Mall Supplemental Agreement by and among St. Louis West Joint Venture, Construction Developers, Incorporated, and Dillard Department Stores, Inc. dated November 1, 1995 (the "Supplemental Agreement") (the A&R, as supplemented by the Supplemental Agreement and more fully described on **EXHIBIT A**, attached hereto and incorporated herein by reference, being collectively referred to herein as the "REA"); and

WHEREAS, the REA encumbers a portion of the property within the area of the Development Plan; and

WHEREAS, the City has determined that it is necessary and proper for the City to terminate the REA through its powers of eminent domain, and as further described in the Development Plan, the Agreement, and pursuant to Chapter 353 RSMo.

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

Section 1. The City has determined that it is necessary and proper for the City to terminate the REA pursuant to Chapter 353 RSMo, and in accordance with the Development Plan and the Agreement.

Section 2. The REA is to be terminated by the City through its powers of eminent domain authorized by Chapter 353 RSMo and as further provided in the Development Plan, the Agreement, and in accordance with Chapter 523 RSMo.

Section 3. The Mayor of the City or his designated representatives are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance, and to execute and deliver for and on behalf of the City all certificates, instruments, agreements or other documents as may be necessary, desirable, convenient or proper to perform all matters herein authorized, with no such further action of the City Council being necessary to authorize the Mayor or his designated representatives to do same.

Section 4. It is hereby declared to be the intention of the City Council that each and every part, section, and subsection of this Ordinance shall be separate and severable from each and every other part, section, and subsection hereof and that the City Council intends to adopt each said part, section, and subsection separately and independently of any other part, section, and subsection. In the event that any part, section, or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid

portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 5. The WHEREAS clauses of this Ordinance are hereby incorporated herein by reference.

Section 6. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

Passed and approved this _____ day of _____, 2024.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: _____

EXHIBIT A

Description of REA

Amended and Restated Easement, Restriction and Operating Agreement by and among St. Louis West Joint Venture, Sears, Roebuck and Co., Construction Developers, Incorporated, Dillard's Department Stores, Inc., and The May Department Stores dated November 1, 1995, recorded February 22, 1996 in Book 10746 page 2434, as amended by the First Amendment to Amended and Restated Easement, Restriction and Operating Agreement dated February 22, 1996 and recorded February 22, 1996 in Book 10746 page 2562 and as further supplemented by the Chesterfield Mall Supplemental Agreement by and among St. Louis West Joint Venture, Construction Developers, Incorporated and Dillard Department Stores, Inc. dated November 1, 1995.

**AN ORDINANCE OF THE CITY OF CHESTERFIELD, MISSOURI
AUTHORIZING AND APPROVING A REDEVELOPMENT
AGREEMENT BY AND BETWEEN THE CITY AND TSG
DOWNTOWN CHESTERFIELD REDEVELOPMENT, LLC IN
CONNECTION WITH THE REDEVELOPMENT OF THAT PORTION
OF THE REDEVELOPMENT AREA DESIGNATED AS RPA-1
UNDER THE CHESTERFIELD TAX INCREMENT FINANCING
REDEVELOPMENT PLAN & PROJECT; AUTHORIZING CERTAIN
ACTIONS BY CITY OFFICIALS AND OFFICERS; AND
CONTAINING A SEVERABILITY CLAUSE.**

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

WHEREAS, the City has established the Chesterfield Regional Tax Increment Financing Commission of the City of Chesterfield, Missouri (the “TIF Commission”), in accordance with the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the “TIF Act”); and

WHEREAS, the City identified a certain area for redevelopment referred to as the “Chesterfield Regional Area” (referred to herein as the “Redevelopment Area,” and as further defined in the herein-defined Redevelopment Agreement); and

WHEREAS, on October 12, 2022, in accordance with Planning & Public Works Procedure No. PPW-1057 of the City, the City posted a request for development proposals to redevelop the Redevelopment Area; and

WHEREAS, on or about November 3, 2022, in response to the City’s request for development proposals, TSG Downtown Chesterfield Redevelopment, LLC (the “Developer”) presented to the City its submission, wherein the Developer sought to be named developer for a portion of the Redevelopment Area (the “Redevelopment Proposal”); and

WHEREAS, on November 21, 2022, the TIF Commission adopted a resolution recommending that the City Council adopt an ordinance in the form required by the TIF Act: (i) adopting a redevelopment plan titled “Chesterfield Regional Tax Increment Financing Redevelopment Plan and Project,” dated October 21, 2022, as amended, and as may be further subsequently revised in accordance with the TIF Act (the “Redevelopment Plan”); (ii) approving and designating the Redevelopment Area as a “redevelopment area” as provided in the TIF Act; and (iii) approving redevelopment projects for the respective

redevelopment project areas within the Redevelopment Area as described in the Redevelopment Plan; and

WHEREAS, on December 14, 2022, after due consideration of the TIF Commission's recommendations, the City Council adopted Ordinance No. 3217, which (i) designated a portion of the City as the Redevelopment Area; (ii) found that such Redevelopment Area is a blighted area; and (iii) approved the Redevelopment Plan; and

WHEREAS, the City Council has determined that acceptance of the Redevelopment Proposal, designation of Developer as "developer" for RPA-1 and entering into the Redevelopment Agreement for RPA-1 (the "Redevelopment Agreement") by and between the City and Developer are in the best interests of the City, and the health, safety and welfare of its residents, and in accord with the public purposes specified in the Redevelopment Plan; and

WHEREAS, the City desires to assist in the redevelopment of the Redevelopment Area by authorizing and approving the Redevelopment Agreement.

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

Section 1. The City Council hereby finds, determines and declares that it is necessary and desirable to enter into the Redevelopment Agreement by and between the City and the Developer. The Redevelopment Agreement shall be in substantially the form attached hereto as **Exhibit A**, and incorporated herein by reference, which Redevelopment Agreement is hereby approved by the City Council with such changes therein as shall be approved by the Mayor as shown by the Mayor's execution of the Redevelopment Agreement.

Section 2. The WHEREAS clauses of this Ordinance are hereby incorporated herein by reference.

Section 3. The Mayor of the City or his designated representatives are hereby authorized to take any and all actions as may be necessary and appropriate in order to carry out the matters herein authorized and in the Redevelopment Agreement, with no such further action of the City Council being necessary to authorize such action by the Mayor or his designated representatives.

Section 4. The Mayor of the City or his designated representatives, with the advice and concurrence of the City Attorney, is hereby further authorized to make any changes to the Redevelopment Agreement approved and authorized by this Ordinance as may be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out the matters herein authorized,

with no such further action of the City Council being necessary to authorize such changes by the Mayor or his designated representatives.

Section 5. It is hereby declared to be the intention of the City Council that each and every part, section, and subsection of this Ordinance shall be separate and severable from each and every other part, section, and subsection hereof and that the City Council intends to adopt each said part, section, and subsection separately and independently of any other part, section, and subsection. In the event that any part, section, or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

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

Passed and approved this _____ day of _____, 2024.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: _____

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EXHIBIT A

Redevelopment Agreement

(On file with City Clerk.)

EXECUTIVE SESSION

An Executive Session (closed meeting) has been scheduled to take place immediately following the Agenda Review Meeting, on February 5, 2024, which itself is scheduled to begin at 5:45 pm.

The purpose of this meeting is to provide the opportunity for confidential communication by/among the City's elected officials, the City Attorney and appropriate City Staff.

The discussion during this Executive Session is scheduled to include the following:

RSMo 610.021 (1) Discussing legal actions, causes of action, litigation or privileged communications between the City's representatives and its attorneys.

RSMo 610.021 (3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

If you have any questions or comments, please feel free to contact me prior to Monday's meeting.